

IN THE STATE COURT OF MUSCOGEE COUNTY
STATE OF GEORGIA

BRIAN NOWE and
MARY ALLEN WILSON TONDEE, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ESSEX TECHNOLOGY GROUP, LLC (d/b/a
Bargain Hunt),

Defendants.

Civil Action No. SC 2020 CV 694

**PLAINTIFFS' UNOPPOSED MOTION AND SUPPORTING BRIEF FOR FINAL
APPROVAL OF CLASS SETTLEMENT AND CLASS CERTIFICATION**

Pursuant to O.C.G.A. § 9-11-23, plaintiffs Brian Nowe and Mary Allen Wilson Tondee ("Plaintiffs"), on behalf of themselves and a class of similarly situated persons, and without opposition from Essex Technology Group, LLC d/b/a Bargain Hunt ("Bargain Hunt" or "Defendant"), hereby move the Court (1) for final approval of the proposed settlement of this action (the "Settlement") as set forth in the Settlement Agreement entered by the parties on June 11, 2020 ("Agreement")¹; and (2) for certification of this action as a class action pursuant to O.C.G.A. § 9-11-23(b)(3) for purposes of settlement. A proposed final approval order and Judgment is attached as Exhibit E.²

¹ As part of Plaintiffs' Unopposed Motion For Award Of Attorneys' Fees And Costs To Class Counsel And Incentive Payment To The Class Representatives, which was filed on January 19, 2021, the following Exhibits were attached: Exhibit A – Agreement; Exhibit B – O'Hara Affidavit; Exhibit C – Yedalian Affidavit; Exhibit D – James Affidavit.

² The other exhibit attached to this Motion is as follows: Exhibit F – Prutsman Affidavit.

I. APPROVAL ORDERS UNDER GEORGIA LAW

Under O.C.G.A. § 9-11-23(e), "[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs."³

On November 10, 2020, this Court entered an Order granting preliminary approval of the proposed class action settlement. As part of the same Order, the Court approved a plan of notice to be directed to Settlement Class members and set deadlines by which Settlement Class members may opt-out, object or request to be heard at the final approval hearing. Order, pp. 5-8.

Courts take two steps to approve class action settlements: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the class members for their comment or objections.

As explained above, this Court completed the first step on November 10, 2020 and, thus, this Motion concerns the second step.

At the second step of the approval process (usually referred to as the fairness hearing or final approval hearing), after class members have been notified of the proposed settlement and have had an opportunity to be heard, the court makes a final determination whether the settlement is "fair, reasonable and adequate." *Armstrong v. Board of School Directors of the City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980) (quoting Manual for Complex Litigation § 1.46, at 53-55 (West 1977)).

³ This provision is modeled on Fed. R. Civ. P. 23, and Georgia courts have held that federal decisions applying this rule constitute persuasive authority. *See Sta-Power Industries, Inc. v. Avant*, 134 Ga. App. 952, 953 (1975) ("Since there are only a few definitive holdings in Georgia on this particular section of the Civil Practice Act, we also look to federal cases to aid us."); *see also Stevens v. Thomas*, 257 Ga. 645, 648 (1987).

As explained in further detail below, notice to Settlement Class members has been provided in conformity with the Court's November 10, 2020 Order, and no Settlement Class member has objected, opted-out, or requested to be heard at the final approval hearing.

Plaintiffs, on behalf of themselves and on behalf of the Settlement Class, hereby respectfully move the Court for an Order and Judgment granting final approval of the proposed class action Settlement.

II. FACTUAL SUMMARY

Plaintiffs are each a customer of Bargain Hunt. Complaint ¶ 31. Plaintiff Ms. Tondee also resides in Columbus, Georgia within Muscogee County. Complaint ¶ 21.

Bargain Hunt owns and operates retail stores in 10 states, including in the State of Georgia where both Plaintiffs received their receipts. Complaint ¶ 22. The Bargain Hunt stores are open to members of the public and offer for sale various goods and services. Complaint ¶ 22.

During the Settlement Class Period of between August 1, 2016 and June 30, 2017, all electronically printed credit and debit card customer receipts provided to customers at Bargain Hunt stores displayed the respective cardholder's first 6 and last 4 digits of their credit or debit card. Wachsman Affidavit ¶ 4.⁴ During this time, there were a total of approximately 2,573,000 electronically printed credit and debit card customer receipts printed. *Ibid.* However, not all of these involved a consumer credit or debit card (which are covered by FACTA), and at least some involved a non-consumer/business cards (not covered by FACTA). *Ibid.*

Plaintiffs were each customers who received a receipt which displayed their respective consumer card's excess digits and, based thereon, they each allege various types of harm,

⁴ The Wachsman Affidavit was attached as Exhibit B to Plaintiffs' Unopposed Motion And Supporting Brief For Preliminary Approval Of Class Settlement And Conditional Class Certification, which was filed with the Court on June 25, 2020.

including, but not limited to, out of pocket monies they paid to purchase credit/identity theft protection monitoring services. Complaint ¶ 3, 8-18, 42-43.

The Fair and Accurate Credit Transactions Act ("FACTA"), which is a subset of the Fair Credit Reporting Act ("FCRA"), provides that any merchant that accepts credit and/or debit cards is prohibited from printing on electronically printed receipts "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 sale or transaction." 15 U.S.C. § 1681c(g)(1). A merchant who "willfully" fails to comply with FACTA is liable for (1) actual damages, if any, or statutory damages of not less than \$100 and not more than \$1,000, (2) punitive damages as may be awarded by the court, and (3) attorney's fees and costs. 15 U.S.C. § 1681n (see also § 1681o for negligent violations). Plaintiffs' other causes of action include (1) Ga. Code Ann. § 10-15-3, (2) negligence, (3) breach of confidence, (4) breach of an implied bailment agreement, and (5) violation of privacy.

III. NOTICE HAS BEEN PROVIDED TO CLASS MEMBERS IN CONFORMITY WITH THIS COURT'S ORDERS AND NO CLASS MEMBER HAS OBJECTED, OPTED-OUT, OR REQUESTED TO BE HEARD

Concurrently provided with this Motion as Exhibit F is the Affidavit of James Prutsman ("Kroll Affidavit") on behalf of the Settlement Administrator Kroll Settlement Administration LLC f/k/a Heffler Claims Group. This Affidavit establishes that notice to the Settlement Class has been provided in conformity with the Court-approved notice plan.

A. No Opt-Outs

Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to opt-out. Order, p.7 ¶ 10; Kroll Affidavit ¶ 20.

Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to opt-out. Order, p.7 ¶ 10; Kroll Affidavit ¶ 20.

No Settlement Class members opted-out during the opt-out periods. Kroll Affidavit ¶ 20.

B. No Objections

Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to object to the terms of the Settlement, including the fees, costs and incentive awards motion filed with the Court. Order, pp.7-8 ¶¶ 13-14; Kroll Affidavit ¶ 21.

Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to object to the terms of the Settlement, including the fees, costs and incentive awards motion filed with the Court. Order, pp.7-8 ¶¶ 13-14; Kroll Affidavit ¶ 21.

During the objection period, there was no objection made by any Settlement Class member. Kroll Affidavit ¶ 21.

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C. No Notice of Intention to Appear

In addition to allowing Settlement Class members an opportunity to opt-out or object, Settlement Class members were also provided an opportunity to request permission to appear and speak at the final approval hearing. Order, p.8 ¶ 14; Kroll Affidavit ¶ 22.

Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to make such a request. Kroll Affidavit ¶ 22.

Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to make such a request. Kroll Affidavit ¶ 22.

No Settlement Class member has made a request for permission to appear or speak at the final approval hearing. Kroll Affidavit ¶ 22.

IV. THE LACK OF ANY OBJECTIONS, OPT-OUTS AND REQUESTS TO APPEAR PROVIDE FURTHER SUPPORT FOR THE SETTLEMENT

The lack of any objections, opt-outs and requests to appear, provide further support for the Settlement. "It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members." *In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) (quoting *Nat'l Rural Telecomms. Coop. v. DirecTV*, 221 F.R.D. 523, 529 (C.D. Cal. 2004)). "The absence of a single objection to the Proposed Settlement provides further support for final approval of the Proposed Settlement." *Nat'l Rural Telecomm. Coop.*, 221 F.R.D. at 529.

V. ALL NON-DUPLICATE CLAIMS RECEIVED FROM SETTLEMENT CLASS MEMBERS WILL BE PAID

During the claims period there were a total of 3,267 claims received from Settlement Class members, of which 579 were duplicates. Kroll Affidavit ¶ 23. After adjusting for duplicates, there were 2,688 unique claims received from Settlement Class members during the claims period. Kroll Affidavit ¶ 23.

Defendant has agreed that all of these 2,688 claims will be paid as part of the Settlement.

To the extent that there are any uncashed payments that remain after the 120-day void period, any such residual funds will be distributed to the non-profit organization J. Barnett Woodruff (South) Boys & Girls Club.

VI. THE PROPOSED SETTLEMENT

Subject to the Court's approval, the parties have agreed to settle this matter upon the terms and conditions set forth in the Agreement.

A summary of the terms of the Settlement is as follows:

- This Settlement concerns the printed-paper credit and debit card customer receipts that were issued at all Bargain Hunt stores during the Settlement Class Period of between August 1, 2016 and June 30, 2017. Agreement ¶ 2.23; Wachsman Affidavit ¶ 4.
- During the Settlement Class Period, there were a total of approximately 2,573,000 electronically printed credit and debit card customer receipts printed which display the respective cardholder's first 6 and last 4 digits. However, not all of these involved a consumer credit or debit card (which are covered by FACTA), and at least some involved a non-consumer/business cards (not covered by FACTA). Wachsman Affidavit ¶ 4.
- For the purposes of the Settlement, Plaintiffs and Defendant have stipulated to the certification of the following Class: "all consumers who, at any time between August 1, 2016 and June 30, 2017, were provided an electronically-printed receipt with more than the last 5 digits of a credit card or debit card number at the point of a sale or transaction at any Bargain Hunt store. Excluded from the Settlement Class are: (1) all Persons who properly and timely opt out pursuant to this Agreement; and (2) the judge to whom this Action is assigned and any member of his or her immediate family." Agreement ¶ 2.23.

- Defendant will pay up to \$2,000,000 to compensate for class claims, Class Counsel's fees and expenses, notice and administration costs, and an enhancement award to the Class Representatives. Agreement ¶¶ 9.1-9.6.

- The Settlement allows each Settlement Class member to submit a Claim Form, together with required documentation, for up to a \$100 payment. Agreement ¶ 10.8. In addition, the Settlement establishes a floor to ensure up to \$200,000 in minimum distributions. Agreement ¶ 9.6.

- In addition to monetary relief, the Settlement also provides for affirmative non-monetary relief. Following and as a result of the claims asserted by the Settlement Class Representatives, all Bargain Hunt stores stopped printing more than the last five digits of the credit card or debit card number on printed receipts issued to its customers by approximately June 30, 2017. Agreement ¶ 11.1. In addition, Bargain Hunt will implement appropriate steps, practices, as well as a written company policy to ensure that all Bargain Hunt stories will remain in compliance with FACTA in the future. Agreement ¶ 11.2.

- Settlement Class members will have 90 days, until March 22, 2021, to submit a claim (the "Claims Period"). Agreement ¶ 2.4.

- The Settlement, including the claims process, will be administered by Kroll Settlement Administration LLC f/k/a Heffler Claims Group, subject to the Court's approval. Agreement ¶ 2.21.

- In exchange for the benefits provided for in the Settlement, the Settlement Class will be deemed to provide a release for "any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown,

suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (1) in any way arises out of or is based on a Bargain Hunt store printing more than the last 5 digits of a credit card or debit card number upon any receipt provided to the cardholder at the point of sale or transaction between August 1, 2016 and June 30, 2017 and/or (2) is asserted in and based on the factual allegations in the Complaint filed in this Action." Agreement ¶ 2.22.

- Settlement Class Counsel has applied to the Court for an incentive (service) award of \$5,000 for each of the named Plaintiffs, to compensate them for their services as the Class Representatives. Agreement ¶ 12.2.

- Settlement Class Counsel has applied to the Court for an award of attorneys' fees of \$666,667, plus an award of Class Counsel's litigation costs of \$6,112.80, to compensate Settlement Class Counsel for investigating the facts, pursuing the claims and achieving the Settlement, causing Defendant to change its conduct and implement a new compliance policy and other compliance steps concerning FACTA, and ensuring that the Settlement is properly implemented and administered. Agreement ¶ 12.1.

VII. CLASS REQUIREMENTS ARE SATISFIED

For the purposes of the Settlement, Plaintiffs and Defendant have stipulated to the certification of the following Class: "all consumers who, at any time between August 1, 2016 and June 30, 2017, were provided an electronically-printed receipt with more than the last 5 digits of a credit card or debit card number at the point of a sale or transaction at any Bargain Hunt store. Excluded from the Settlement Class are: (1) all Persons who properly and timely opt out pursuant

to this Agreement; and (2) the judge to whom this Action is assigned and any member of his or her immediate family." Agreement ¶ 2.23.

The fundamental question "is not whether . . . plaintiffs have stated a cause of action or will prevail on the merits, but rather whether the requirements of Rule 23 are met." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 178 (1974). This action meets the governing standards for certification.

A. Numerosity

Under O.C.G.A. § 9-11-23(a)(1), a class action may be maintained where "The class is so numerous that joinder of all members is impracticable." "Although the absolute number of class members is not the sole determining factor, where a class is large in numbers, joinder will usually be impracticable." *Jordan v. Los Angeles*, 669 F.2d 1311, 1319 (9th Cir. 1982).

In *Jordan*, the court determined that the proposed class sizes in that suit of 39, 64, and 71 were large enough such that the other factors need not be considered. *Ibid.* "The fact that the size of the proposed class has not been exactly determined is not a fatal defect in the motion; a class action may proceed upon estimates as to the size of the proposed class." *In re Alcoholic Beverages Litig.*, 95 F.R.D. 321, 324 (D.C. N.Y. 1982); *In re Computer Memories Sec. Litig.*, 111 F.R.D. 675, 679 (N.D. Cal. 1986) (class certified where plaintiffs did not establish exact number of class members, but demonstrated that class would "obviously be sufficiently numerous").

Here, the more than 2 million credit and debit card receipts (Wachsman Affidavit ¶ 4) demonstrates that the sheer number of class members easily surpasses the class sizes in *Jordan* which satisfied the numerosity requirement. The fact that, by the very nature of the Settlement Class, its members are unknown and cannot be readily identified, further dictates that joinder is impracticable. *Jordan*, 669 F.2d at 1319-1320.

B. Commonality

O.C.G.A. § 9-11-23(a)(2) requires that there be "questions of law or fact common to the class." This commonality requirement must be "construed permissively." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). "All questions of fact and law need not be common to satisfy the rule. The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class." *Ibid.* Where a class is united by a common interest in determining whether a defendant's broad course of conduct is actionable, commonality is not defeated "by slight differences in class members' positions." *Blackie v. Barrack*, 524 F.2d 891, 902 (9th Cir. 1975).

"This analysis does not turn on the number of common questions, but on their relevance to the factual and legal issues at the core of the purported class' claims. Compare *Dukes*, 131 S.Ct. at 2556 ('**We quite agree that for purposes of Rule 23(a)(2), even a single common question will do.**') (internal quotation marks omitted), *Wang v. Chinese Daily News*, 737 F.3d 538, 544 (9th Cir. 2013) ('Plaintiffs need not show that every question in the case, or even a preponderance of questions, is capable of classwide resolution.'), *Mazza*, 666 F.3d at 589 ('[C]ommonality only requires a single significant question of law or fact.'). with *Dukes*, 131 S.Ct. at 2551 ('What matters to class certification is not the raising of common `questions'—even in droves.')." *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014).

Commonality cannot be disputed here.

All Settlement Class members share at least two common legal questions – whether Defendant violated FACTA and the other causes of alleged by printing more than the last five digits of debit and credit cards on receipts, and whether if it did so was "willful" under FACTA. None of the relevant questions relates to the conduct of the class members, but rather all focus on Defendant's conduct and culpability in violating FACTA. See, e.g., *Tchoboian v. Parking Concepts, Inc.*, 2009 WL 2169883 *5 (C.D. Cal. 2009), petition for permission to appeal grant of certification denied October 20, 2009, 9th Cir. Docket No. 09-80132 ("The overriding legal issue is whether [defendant]'s alleged noncompliance was willful so that the class members are entitled to statutory damages. Moreover, whether [defendant] violated FACTA is a combined question of

law and fact common to all members."); *Medrano v. WCG Holdings, Inc.*, 2007 WL 4592113 *2 (C.D. Cal. 2007) ("There is a common core of salient facts across the class. Each member of the proposed class received a non-compliant receipt from [Defendant] after the applicable compliance deadline."); *Kesler v. Ikea U.S., Inc., et al.*, 2008 WL 413268 *3 (C.D. Cal. 2008) ("In this case, the facts and legal issues of each class member's claim are nearly, if not entirely, identical. There is a common core of salient facts across the class. Each member of the proposed class received a non-compliant receipt from IKEA after the December 4, 2006 FACTA compliance deadline. The overriding legal issue is whether IKEA's noncompliance was willful, so that the class members are entitled to statutory damages.").

C. Typicality

O.C.G.A. § 9-11-23(a)(3) requires that the representative plaintiff have claims that are typical of the claims of the class. "[R]epresentative claims are 'typical' if they are reasonably co-extensive with those of absent class members; they need not be substantially identical." *Hanlon*, 150 F.3d at 1020. Named plaintiffs need not be "identically situated" with all other class members; rather, "[i]t is enough if their situations share a 'common issue of law or fact' [citation] and are 'sufficiently parallel to insure a vigorous and full presentation of all claims for relief.'" *Cal. Rural Legal Assistance, Inc. v. Legal Services. Corp.*, 917 F.2d 1171, 1175 (9th Cir. 1990). Moreover, typicality refers to the "nature of the claim ... of the class representative, and not to the specific facts from which it arose or the relief sought." *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). The test of typicality is thus "whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct." *Ibid.*

Here, Plaintiffs and all other Settlement Class members allege the same injury, violation of their FACTA rights and other causes of action pled resulting from the same course of conduct — the printing of more than the last five digits of their debit and credit cards on receipts. Accordingly, this lawsuit is based on conduct which is not unique to Plaintiffs, but on standardized, uniform conduct that is common to all Settlement Class members. Moreover, the same relief,

including the statutory damages under 15 U.S.C. § 1681n, is sought for all Settlement Class members for Defendant's conduct. Accordingly, the typicality requirement is satisfied. *Tchoboian*, 2009 WL 2169883 *5 (C.D. Cal. 2009) (holding that typicality is satisfied because "[Plaintiff]'s claim is, in fact, 'substantially identical' to the claims of the proposed class members—namely, he alleges that [defendant] issued him a noncompliant receipt in willful violation of the FACTA"); *Medrano*, 2007 WL 4592113 *3 (same); *Kesler*, 2008 WL 413268 *4 (same); *Murray v. GMAC Mortgage Corp.*, 2007 WL 1100608 *5 (N.D. Ill. 2007) ("*Murray II*") (typicality satisfied where, despite minor factual discrepancies, all putative class members had "the same essential characteristics"); *In re Activision Securities Litigation*, 621 F.Supp. 415, 428 (N.D. Cal. 1985) (finding that "the only material variation among class members is the amount of damages to which each member is entitled" and that "[s]uch differences are insufficient to defeat class certification.")

D. Adequate Representation

O.C.G.A. § 9-11-23(a)(3) requires that "The representative parties will fairly and adequately protect the interests of the class." Representation is adequate if (1) class counsel is qualified and competent and (2) the class representative and his or her counsel are not disqualified by conflicts of interest. *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir. 1978).

Here, there are no conflicts of interest between Plaintiffs and Settlement Class members. Plaintiffs and each Settlement Class member assert identical claims for statutory damages arising from the same facts, *i.e.*, Defendant's printing of more than the last five digits of their respective debit and credit cards on receipts. Thus, there is no potential for conflicting interests in this action. *Abels v. JBC Legal Group, P.C.*, 227 F.R.D. 541, 545 (N.D. Cal. 2005) (no conflict where claims asserted by plaintiff and class members arise from defendants' use of form letters allegedly violating the Fair Debt Collection Practices Act). Moreover, there is no basis for asserting against Plaintiffs any unique defenses that Defendant could not assert against any other Settlement Class member. Nor is there any basis to suggest that Plaintiffs lacks sufficient zeal or competence.

Nor are there any conflicts with Plaintiffs' counsel. Plaintiffs are represented by highly capable and competent counsel experienced in class action litigation, including FACTA lawsuits. Yedalian Affidavit ¶¶ 8-24; O'Hara Affidavit ¶¶ 7-8; James Affidavit ¶ 8. *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1162 (9th Cir. 2001) (adequacy established by mere fact that counsel were experienced practitioners).

E. O.C.G.A. § 9-11-23(b)(3) Requirements Are Also Met

O.C.G.A. § 9-11-23(b)(3) factors are also satisfied as follows:

1. Predominance of Common Questions

To satisfy predominance, common questions of law or fact must "present a significant aspect of the case" and be capable of resolution "in a single adjudication." *Hanlon*, 150 F.3d at 1022-1023; *Culinary/Bartender Trust Fund*, 244 F.3d at 1163.

The predominance inquiry focuses on whether the class is "sufficiently cohesive to warrant adjudication by representation." *Culinary/Bartender Trust Fund*, 244 F.3d at 1162. Central to this question "is the notion that the adjudication of common issues will help achieve judicial economy." *Zinser v. Accufix Research Institute, Inc.*, 253 F.3d 1188, 1189 (9th Cir. 2001).

In this case, whether Defendant violated FACTA and the other laws pled and did so "willfully" is the central issue that clearly predominates over any individual issues. Whether Defendant did so depends upon facts concerning its own conduct — conduct that applies uniformly to all Settlement Class members in this case.

That common issues predominate is also bolstered by the fact that one of the available remedies in this case is statutory damages. As explained in *Bateman v. American Multi-Cinema, Inc.*, 623 F.3d 708, 719 (9th Cir. 2010), "irrespective of whether Bateman and all the potential class members can demonstrate actual harm resulting from a willful violation, they are entitled to statutory damages."

That common issues predominate is also evidenced by the fact that all Settlement Class members' claims involve the very same conduct by Defendant—the printing of more than the last five digits of debit and credit cards on receipts.

"When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis." *Hanlon*, 150 F.3d at 1022 (internal quotation marks omitted).

2. Superiority

To determine whether the superiority requirements are satisfied, a court must compare a class action with alternative methods for adjudicating the parties' claims. Lack of a viable alternative to a class action necessarily means that a class action satisfies the superiority requirement. "[I]f a comparable evaluation of other procedures reveals no other realistic possibilities, [the] superiority portion ... has been satisfied." *Culinary/Bartender Trust Fund*, 244 F.3d at 1163; *Valentino v. Carter-Wallace*, 97 F.3d 1227, 1235-36 (9th Cir. 1996) ("a class action is a superior method for managing litigation if no realistic alternative exists").

In *Local Joint Executive Board of Culinary/Bartender Trust Fund*, the court held that a class action met the superiority requirements of Rule 23(b)(3) where class members could recover, at most, damages in the amount of \$1,330. Here, unless Settlement Class members can show actual harm, they can recover, at most, statutory damages in an amount between \$100 and \$1,000 per violation. As in *Culinary/Bartender Trust Fund*, "This case involves multiple claims for relatively small individual sums.... If plaintiffs cannot proceed as a class, some-perhaps most — will be unable to proceed as individuals because of the disparity between their litigation costs and what they hope to recover. 'Class actions ... may permit the plaintiffs to pool claims which would be uneconomical to litigate individually.'" *Id.* at 1163; see also *Hanlon*, 150 F.3d at 1023 (explaining that "In this sense, the proposed class action is paradigmatic"); *Yokoyama v. Midland Nat'l*, 594 F.3d 1087, 1094 (9th Cir. 2010); (\$10,000-\$15,000 not sufficient incentive to sue individually); *Chalk v. T-Mobile USA, Inc.*, 560 F.3d 1087, 1095 (9th Cir. 2009) ("policy at the

very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights"). In *Murray v. GMAC Mortgage Corp.*, 434 F.3d 948, 953 (7th Cir. 2006), a case involving the *identical* remedy provisions of the FCRA⁵, the Seventh Circuit held as follows: "Rule 23(b)(3) was designed for situations such as this, in which the potential recovery is too slight to support individual suits, but injury is substantial in the aggregate."

The Supreme Court has similarly held. *Phillips Petroleum Co., v. Shutts*, 472 U.S. 797, 809 (1985) ("this lawsuit involves claims averaging about \$100 per plaintiff; most of the plaintiffs would have no realistic day in court if a class action were not available"); *Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 338 n.9 (1980) ("damages claimed by the two named plaintiffs totaled \$1,006.00. Such plaintiffs would be unlikely to obtain legal redress.... This, of course, is a central concept of Rule 23"); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 161 (1974) ("No competent attorney would undertake this complex antitrust action to recover so inconsequential an amount. Economic reality dictates that petitioner's suit [involving individual damage of \$70] proceed as a class action or not at all").

In sum, as the Ninth Circuit explained in another FACTA case, one of the purposes of certification is "to allow integration of numerous small individual claims into a single powerful unit." *Bateman*, 623 F.3d at 722.

Consideration of the other factors listed in O.C.G.A. § 9-11-23(b)(3) bolsters this conclusion. Ordinarily, these factors are (A) the interest of class members in individually controlling the prosecution of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by other class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the difficulties likely to be encountered in the management of a class action. However, when a court reviews a class action settlement, the fourth factor does not apply. In deciding whether to certify

⁵ "FACTA and other provisions of the FCRA [the Fair Credit Reporting Act] share the same statutory damages provision, see 15 U.S.C. § 1681n." *Bateman*, *supra*, 623 F.3d at 715.

a settlement class action, a court "need not inquire whether the case, if tried, would present intractable management problems." *Amchem Products Inc. v. Woodward*, 521 U.S. 591, 620 (1997). The remaining factors all favor class certification in this case.

First, Settlement Class members have no particular interest in individually controlling the prosecution of separate actions. Statutory damages cannot exceed \$1,000, and the fact of the matter is that there is no other known separate action filed or prosecuted by any other Settlement Class members. Moreover, any Settlement Class member who desires to proceed on his or her own may opt-out of the Settlement.

Second, and as explained above, the parties are not aware of any other litigation regarding the violations at issue in this case brought by any other Settlement Class members.

Third, it is desirable to concentrate the litigation in this forum because Plaintiffs and Defendant reside in Georgia and the alleged FACTA violations include Defendant's locations in Georgia where both Plaintiffs received their receipts. In addition, Plaintiff Ms. Tondee resides in Columbus, Georgia within Muscogee County. Moreover, Plaintiffs and Defendant have reached a Settlement. "With the settlement in hand, the desirability of concentrating the litigation in one forum is obvious." *Elkins v. Equitable Life Ins. of Iowa*, 1998 WL 133747 *19 (M.D. Fla. 1998); *Strube v. American Equity Life Ins. Co.*, 226 F.R.D. 688, 697 (M.D. Fla. 2005) (third and fourth Rule 23(b)(3) factors are "conceptually irrelevant in the context of a settlement").

The conclusion is inescapable that there simply is no better method than a class action for resolving all the claims of the Settlement Class members in this case. The conclusion of the court in *Murray II*, where the court certified a case involving claims for statutory damages under the FCRA, applies equally here:

"This is a case where class certification presents the most efficient means of adjudicating the controversy. The class is numerous but the potential recovery for each class member is quite small. Indeed, it is exceedingly unlikely that many individuals would wish to go to court for a potential recovery of \$100-or that they could find counsel willing to represent them." *Murray II*, 2007 WL 1100608 *7.

Finally, FACTA is a consumer protection statute which serves not just to compensate, but also to "deter" future violations. *Bateman*, 623 F.3d at 718. As the Ninth Circuit has explained, this "deterrent purpose" of FACTA is served by certification: "we are quite sure that certification of a class here would preserve, if not amplify, the deterrent effect of FACTA." *Id.* at 723.

VIII. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A. The Judicial Policy Favoring Settlement Is Particularly Strong In Class Cases Such As This One

In determining whether to grant preliminary or final approval to a proposed class action settlement, the court should be mindful of "the strong judicial policy favoring settlement." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *see also Smith v. CRST Van Expedited, Inc.*, 10–CV–1116–IEG (WMC), 2013 WL 163293 *2 (S.D. Cal. Jan. 4, 2013) ("Voluntary conciliation and settlement are the preferred means of dispute resolution in complex class action litigation."). Like the federal courts, Georgia recognizes this policy: "the public policy of this State is to encourage settlement agreements in the hopes of avoiding – or in this case limiting – litigation." *Universal Mgmt. Concepts, Inc. v. Noferi*, 270 Ga. App. 212, 215 (2004); *see also Williams v. St. Paul Cos.*, 228 Ga. App. 656, 658 (1997) ("We have long recognized that it is sound public policy to encourage parties to engage in settlement negotiations to the end that litigation may be avoided.").

This policy favoring settlement is especially important in class action litigation, given the potential complexity and size of such cases and the corresponding burden on judicial resources. *See, e.g., Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement."). "[A]ccordingly class-action settlements will be disapproved only upon 'considerable circumspection.'" *Mashburn v. National*

Healthcare, Inc., 684 F. Supp. 660, 667 (M.D. Ala. 1988) (quoting *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975)).

This means that "the trial judge ought not try the case in the settlement hearings. . . . It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or the duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute." *Cotton*, 559 F.2d at 1330. "Neither should it be forgotten that compromise is the essence of a settlement. The trial court should not make a proponent of a proposed settlement 'justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes.'" *Id.* (quoting *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972)). "In performing this balancing task, the trial court is entitled to rely upon the judgment of experienced counsel for the parties. Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel." *Cotton*, 559 F.2d at 1330 (citation omitted).

B. The Presumption of Fairness

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. *Newberg*, § 11:51, *In re Chicken Anti-Trust Litigation*, 560 F.Supp 957, 962 (N.D. Ga. 1980); *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental Illinois National Bank and Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987). Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. *Hammon v. Barry*, 752 F.Supp 1087, 1093 (D. D.C. 1990); *Steinberg v. Carey*, 470 F.Supp. 471, 474 (S.D.

N.Y. 1979); *Sommers v. Abraham Lincoln Federal Savings & Loan Assoc.*, 79 F.R.D. 571, 573-574 (E.D. Pa. 1978); *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

While the recommendations of counsel proposing the settlement are not conclusive, the Court should take them into account and afford them "great weight," particularly where, as here, they are capable and competent, have experience with this type of matter, and have been intimately involved in this case. *Nat'l Rural Telecomm. Coop. v. DirecTV*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) ("Great weight' is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation. [citation.] This is because '[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation.'"); *See also Newberg*, § 11:47.

IX. THIS SETTLEMENT IS FAIR AND REASONABLE

The Settlement is well within the range of reasonableness and final approval should be granted. No single criterion determines whether a class action settlement meets the requirements for certification. Courts may consider a variety of factors without providing an "exhaustive list" or suggesting which factors are most important. *Staton, supra*, 327 F.3d at 959. "The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Service Commission of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Indeed, "one factor alone may prove determinative in finding sufficient grounds for court approval." *Nat'l Rural Telecomm. Coop. v. DirecTV*, 221 F.R.D. 523, 525 (C.D. Cal. 2004); *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993), *cert. denied*, 512 U.S. 1220 (1994).

Due to the impossibility of predicting any litigation result with certainty, a court's evaluation of a settlement essentially amounts to "nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" *Officers for Justice*, 688 F.2d at 625. The ultimate touchstone, however, is whether "class counsel adequately pursued the interests of the class as a whole." *Staton*, 327 F.3d at 961. The court's role in evaluating a class action settlement is therefore tailored to meet that narrow objective. Review "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Officers for Justice*, 688 F.2d at 625. Accordingly, a court's approval of a class action settlement will stand on appeal unless the settlement provisions clearly suggest the possibility that class interests gave way to self interest. *Staton*, 327 F.3d at 961. Some of the factors which were considered in evaluating the reasonableness of this Settlement are as follows:

A. Risks of Continuing Litigation

Absent this Settlement, there are very real risks involved in continued litigation, including extensive delays, potential appeals and the possibility that Settlement Class members may ultimately end up with no recovery.

1. "Willfulness"

In order to recover any statutory damages and other remedies under 15 U.S.C. § 1681n, Plaintiffs must show that Defendant engaged in "willful" conduct. However, Defendant has vigorously denied that its conduct was willful. In contrast, Plaintiffs believe, among other things, that the printing of excess digits was reckless and obvious to Defendant and the result of a lack of adequate measures to safeguard consumer rights.

Regardless of how strongly the Parties feel about the merits, the parties face issues and risks concerning how the legal requirements for a "willful" violation of FACTA will be applied to the particular facts of this case.

2. Class Certification

The parties have sharply divergent positions on class certification in this case, absent a settlement. Defendant has denied that for any purpose other than that of settling this lawsuit, this action is appropriate for class treatment.

Plaintiffs believe that the Ninth Circuit's decision in *Bateman v. American Multi-Cinema, Inc.*, 623 F.3d 708 (9th Cir. 2010), which reversed the denial of class certification in another FACTA case, strongly supports certification in this case.

Yet, absent a settlement, class certification remains a hotly contested matter in this case, and there are risks attendant in continued litigation of these issues, including, at a minimum, delays and potential appeals.

For example, after the Ninth Circuit's decision in *Bateman*, one district court within that same circuit denied class certification in a FACTA case, *Martin v. Pacific Parking Systems, Inc.*, 2012 WL 2552694 (C.D. Cal. July 2, 2012). On September 6, 2012, the Ninth Circuit granted a Rule 23(f) petition for permission for discretionary leave to appeal the district court's denial of certification in *Martin* (9th Cir. Docket No. 12-80144), and on appeal it was held that the district court did not abuse its discretion based upon the facts in that case. 2014 WL 3686135 (July 25, 2014).

In sum, while Plaintiffs feel strongly about certification in this case, *Martin* is an example of a FACTA case demonstrating the risks inherent in certification, including, at a minimum, delays and potential appeals.

B. Substantial Benefits of Settlement Compared to Risks of Continued Litigation

The Settlement provides for substantial benefits.

The Settlement establishes up to \$2,000,000 in funds to resolve this matter, from which Settlement Class members may each submit a claim of up to \$100.

Although compared to the maximum possible recovery of \$1,000 in statutory damages, \$100.00 is a 10% value (which is not insubstantial), the propriety of awarding *full* statutory damages to Settlement Class members who do not claim actual monetary loss is strongly disputed. Many FACTA defendants have argued that lack of "actual harm" precludes, if not any award of statutory damages to begin with, at the very least "excessive" statutory damages. Since it remains to be seen how courts will resolve such constitutional challenges to statutory damage awards under FACTA, the value negotiated by the parties represents a fair compromise well within the range of reasonableness.

"The proposed settlement is not to be judged against a hypothetical or speculative measure of what *might* have been achieved by the negotiators." *Officers for Justice, supra*, 688 F.2d at 625. Moreover, as long as the settlement is reasonable, it does not matter that under the best case scenario, the potential value of the case may be much higher. *In re Cendant Corp., Derivative Action Litigation*, 232 F.Supp.2d 327, 336 (D. N.J. 2002) (approving settlement which provided less than 2% value compared to maximum possible recovery); *In re Heritage Bond Litigation*, 2005 WL 1594403 *27-28 (C.D. Cal. 2005) (median amounts recovered in settlement of shareholder class actions were between 2% - 3% of possible damages).

The cash benefits are also reasonable when compared to the value of similar benefits in other FACTA cases. For example, in *In re Toys "R" Us—Delaware, Inc.—Fair And Accurate Credit Transactions Act (FACTA) Litigation*, No. cv-08-01980 MMM (FMOx), 295 F.R.D. 438,

447 (C.D. Cal. January 17, 2014), the court found that the benefit of vouchers having a maximum combined value of \$30.00 was reasonable in a case alleging nationwide FACTA violations against a much larger corporate defendant.

Another benefit is the fact that as a result of the Settlement, Defendant will implement a FACTA compliance policy and take other compliance steps. This FACTA compliance policy and other measures ensure that Defendant will not continue to violate the law, willfully, inadvertently or otherwise.

Such non-pecuniary benefits are properly considered in judging the results of the lawsuit. *See, e.g., Craft v. County of San Bernardino*, 624 F.Supp.2d 1113, 1121, (C.D. Cal. 2008) (taking into account fact that, in addition to monetary aspects, the defendant stopped the practices at issue). This is especially true with a consumer protection statute such as FACTA which serves both a compensatory and "deterrent purpose." *Bateman*, 623 F.3d at 718. "In fashioning FACTA, Congress aimed to 'restrict the amount of information available to identity thieves.'" *Ibid*. The non-pecuniary benefits achieve that substantial purpose.

C. The Settlement Is The Product of Extensive Arm's-Length Negotiations

As discussed above, the Settlement Agreement is the product of extensive, adversarial, arm's-length discussions, negotiations, correspondence, factual and legal investigation and research, and careful evaluation of the respective parties' strengths and weaknesses.

X. CONCLUSION

The proposed class action Settlement is well within the range of reasonable settlements. It is non-collusive, and it was achieved as the result of informed, extensive, and arm's-length negotiations conducted by experienced counsel.

It is respectfully requested that the Court grant final approval of the Settlement and enter an order and Judgment in the form proposed and submitted herewith as Exhibit E.

Respectfully submitted this 5th day of November, 2021.

s/Shawn P. O'Hara

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*Counsel for Plaintiffs Brian Nowe and Mary Allen
Wilson Tondee Individually and on Behalf of Others
Similarly Situated*

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the agreement by the parties to accept service of the within and foregoing document by email, I have this day caused a copy of the within and foregoing **PLAINTIFFS' UNOPPOSED MOTION AND SUPPORTING BRIEF FOR FINAL APPROVAL OF CLASS SETTLEMENT AND CLASS CERTIFICATION** to be served by email, addressed to the following attorneys of record for Defendant:

Kevin B. Huff, Esq.
Email: khuff@kellogghansen.com
Jeremy S. B. Newman, Esq.
Email: jnewman@kellogghansen.com
KELLOGG, HANSEN, TODD, FIGEL & FREDERICK, P.L.L.C.
Sumner Square
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Washington D.C. 20036

and

Jeffrey L. Richardson, Esq.
Email: jlr@msk.com
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

This 5th day of November, 2021.

s/Shawn P. O'Hara
Shawn Patrick O'Hara
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shawn@cagower.com

Exhibit F

**IN THE STATE COURT OF MUSCOGEE COUNTY
STATE OF GEORGIA**

BRIAN NOWE and
MARY ALLEN WILSON TONDEE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

ESSEX TECHNOLOGY GROUP, LLC (d/b/a
Bargain Hunt),

Defendants.

Civil Action No. SC 2020 CV 694

AFFIDAVIT OF JAMES R. PRUTSMAN

Before the undersigned officer duly authorized to administer oaths personally appeared James R. Prutsman, who after being duly sworn, deposes and states the following:

1. My name is James R. Prutsman. I am over the age of eighteen and am legally competent to testify to the matters in this Affidavit. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”, f/k/a Heffler Claims Group or Heffler Claims Administration) in Philadelphia, Pennsylvania. I am over twenty-one years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my supervision. This affidavit is being filed in support of final approval.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, employment and labor, consumer, and

government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in the *Nowe, et al. v. Essex Technology Group, LLC, Case No. SC 2020 CV 694* referred to herein as the “Settlement.” Kroll’s duties in this Settlement have and will include: (a) receiving and analyzing the Settlement Class member data (“the Potential Class List”) from defense counsel; (b) establishing a post office box for the receipt of general mail and correspondence; (c) creating a website with online claim filing capabilities; (d) establishing a toll-free number with an Interactive Voice Response (IVR) system and live operators; (e) preparing and sending Notice; (f) receiving and processing opt-outs and objections; (g) receiving and processing claim forms; and (h) such other tasks as counsel for the Parties or the Court orders Kroll to perform.

4. On December 11, 2020, Kroll received a data file containing 547,253 records of Defendant’s customers who may or may not also be Settlement Class members. The data file’s key components were first name, last name, billing address, billing city, billing state, billing zip code, billing country, email address, and Order Number. Kroll performed an analysis of the data and determined that all records provided were unique. On February 8, 2021 following the removal of 19 duplicate email addresses Kroll caused the emailing of the email Notices to 547,234 potential Settlement Class members with an email in the Potential Class List. Of the 547,234 emails attempted for delivery, 76,413 emails bounced or were rejected. Of the 76,413 duplicate and bounced records, all had a physical address.

5. In order to provide the best notice practicable, Kroll ran the data through the United States Postal Services’ (USPS) National Change of Address (NCOA) database and updated the

data with the changes received from NCOA. On April 12, 2021, Kroll caused the mailing of postcard Notices to the 28,706 potential Settlement Class members. The consisted of the 28,706 records with a physical address only and the undeliverable emails whose record also had a physical address.

6. As of October 7, 2021, Kroll has received 0 Notices returned by the USPS with a forwarding address. Kroll has re-mailed 0 of the forwarded Notices to the updated addresses provided by the USPS and will continue to re-mail Notices as they are received.

7. As of October 7, 2021, Kroll has received 184 Notices returned by the USPS as undeliverable as addressed. Kroll has updated the records in the database to identify these as undeliverable.

8. On July 2, 2020, Kroll obtained a post office box with the mailing address Bargain Hunt Settlement c/o Settlement Administrator, P.O. Box 42546 Philadelphia, PA 19101-2546 in order to receive requests for claim forms and correspondence from Class Members.

9. Kroll created and is currently hosting a dedicated website entitled <http://www.factareceiptsettlement.com/>. The website went live on December 21, 2020. The website contains a summary of the Settlement, frequently asked questions, the Settlement Agreement, the Complaint, the Motion for Preliminary Approval, the Preliminary Approval Order, the Long Form Notice, the Long Form Notice Spanish translation, Claim Form, information on the claim filing/exclusion/objection deadlines and allows Class Members the opportunity to file a claim form online.

10. On July 1, 2020, Kroll established and is still maintaining a toll-free number, 1-833-913-4213, for Settlement Class members to call and obtain additional information regarding

the Settlement using an IVR system. As of November 4, 2021, 167 Settlement Class members have called the IVR.

11. On or about June 25, 2020, Kroll received Word versions of the Long Form Notice, Postcard Notice, Email Notice, and Claim Form from counsel. Kroll prepared and formatted drafts of the materials that counsel reviewed and approved. True and correct copies of the Long Form Notice, Postcard Notice and Claim Form are attached hereto as **Exhibit 1**.

12. The Publication Notice published as a 1/6-page equivalent black and white ad three times in the SAPA Network, which includes Community Papers, Penny Savers, Shoppers, Thrifty Nickels and/or similar publications in ten (10) states: Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Arkansas, Ohio, & Indiana.

13. Ads ran for 3 consecutive weeks: the week of December 28, 2021, the week of January 4, 2021, and the week of January 11, 2021.

14. The Publication Notice appeared in a total 459 newspapers with a circulation of 3,856,127 as follows:

Kentucky: 91 newspapers with a circulation of 401,807.

Ohio: 36 newspapers with a circulation of 928,988.

Tennessee: 40 newspapers with a circulation of 199,648.

North Carolina: 19 Newspapers with a circulation of 324,387.

South Carolina: 35 Newspapers with a circulation of 297,868.

Georgia: 51 Newspapers with a circulation of 790,000.

Arkansas: 55 Newspapers with a circulation of 681,783.

Alabama: 39 Newspapers with a circulation of 472,844.

Mississippi: 100 Newspapers with a circulation of 384,000.

Indiana: 68 Newspapers with a circulation of 364,450.

15. Attached as **Exhibit 2** is the Publication Affidavit confirming that all notices ran as intended in the SAPA Network with sample tearsheets showing how the ads appeared.

16. The notice plan included an online campaign which employed a programmatic approach across multi-channel and inventory sources including a collection of premium quality partner web properties targeting “Adults 25 years of age or older who have a credit or debit card and live in Ohio, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Arkansas, Alabama, Mississippi & Indiana.” Over 51 million online display and social media impressions were served to this target group across multiple exchanges and Facebook and Instagram.

17. Attached as **Exhibit 3** are copies of the display banner ads and the social media as they appeared online.

18. A news release was distributed over PR Newswire’s US1 newswire on December 26, 2020 and was picked up by over 90 media outlets. Attached as **Exhibit 4** is a copy of the press release that was issued and a report on the media outlets that picked up the release.

19. The notice to the Settlement Class was executed in conformity with the Court-approved notice plan.

20. As of November 4, 2021, Kroll has not received any request for exclusion (opt-out) from the Settlement. Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to opt-out. Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to opt-out.

21. As of November 4, 2021, Kroll has not received any objections to the Settlement. Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to object to the terms of the Settlement, including the fees, costs and incentive awards motion filed with the Court. Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to object to the terms of the Settlement, including the fees, costs and incentive awards motion filed with the Court.

22. As of November 4, 2021, Kroll has not received any notice from the Settlement Class of an intention to appear at the final approval hearing. Settlement Class members who were provided initial rounds of notice (including, Email Notice, Publication Notice, Internet Notice, and Settlement Website notice) were provided until February 5, 2021 to make such a request. Settlement Class members who were provided follow-up notice (Postcard Notice via postal mail) were provided until May 27, 2021 to make such a request.

23. As of November 4, 2021, Kroll has received 44 claim forms received through the mail and 3,223 claims filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating claims. Accordingly, there were a total of 3,267 claims received from Settlement Class members, of which 579 were duplicates. After adjusting for duplicates, there were 2,688 unique claims received from Settlement Class members during the claims period. To prevent claims from individuals outside the Class and to prevent fraud, potential Settlement Class members were provided a unique Class Member ID on their respective Notices. The Class Member ID is required for Class Members to file a claim online.

24. As of November 4, 2021, Kroll has sent invoices totaling \$243,057.89 covering fees and costs associated with administering the Settlement.

FURTHER AFFIANT SAYETH NOT.



James R. Prutsman

Sworn to and subscribed

Before me this 4th day of November 2021



Notary Public

My Commission Expires:



EXHIBIT 1

CLAIM FORM

GENERAL INSTRUCTIONS

To make a claim under the settlement, you must complete this form and submit it online or mail it to the address at the bottom of this form. Your Claim Form must be submitted online by 11:59 p.m. Central Time on March 22, 2021 or postmarked by March 22, 2021. The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this settlement.

You can submit a Claim for a benefit under this settlement if you used your credit card or debit card to make a purchase or other transaction at any Bargain Hunt stores between August 1, 2016 and June 30, 2017 and you were provided an electronically-printed customer receipt with more than the last 5 digits of your credit card or debit card number.

You will need to establish Settlement Class membership, which you can do by either: (1) providing the original or copy of a customer receipt for your purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017 that shows more than the last 5 digits of your credit card or debit card; **OR** (2) providing the original or copy of your credit card or debit card statement that shows your first and last name and a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

Participating Claimants who seek payment from the settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at Bargain Hunt Settlement, c/o Settlement Administrator, PO Box 42546, Philadelphia, PA 19101-2546 or can be submitted via the Settlement Website, www.FactaReceiptSettlement.com. **Claim Forms must be POSTMARKED by MARCH 22, 2021 or SUBMITTED ONLINE NO LATER THAN MARCH 22, 2021 at 11:59 p.m., Central Time.**

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the Settlement. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. To receive the most current information, please submit your Claim Form on the Settlement Website at www.FactaReceiptSettlement.com.



3 1 1 4 0 0 0 0 0 0 0 0 0 0

Participating Claimant Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone Number: (_____) _____ - _____

Evening Phone Number: (_____) _____ - _____

Email Address: _____ @ _____

If you received notice of the Settlement by email, please provide your Unique Class Member ID from the notice:
[If You Did Not Receive an Email with a Unique ID, leave this blank]

3 1 1 4 0 _____

Proof of Settlement Class Membership

Please attach either (1) the original or copy of your customer receipt for a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017 that shows more than the last 5 digits of your credit card or debit card; OR (2) the original or copy of your credit card or debit card statement that shows your first and last name and a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

By signing below, you are submitting to the jurisdiction of the Muscogee County State Court, State of Georgia.

Certification

I hereby certify that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
3. I have not already entered into a Settlement for any of the claims set forth in this Claim Form;
4. I have not submitted any other Claim for the same transaction and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
5. I understand that Claim Forms that are not valid and/or illegible can be rejected.

Signature: _____ Dated: _____ / _____ / _____



31140



CF



Page 1 of 1

If you received a credit card or debit card receipt at a Bargain Hunt Store between August 1, 2016 and June 30, 2017, that included more than the last 5 digits of your card number, you could get up to \$100 from a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit regarding credit card and debit card receipts provided to consumers.
- In the lawsuit, Plaintiffs alleged that Defendant, Essex Technology Group, LLC (dba Bargain Hunt) printed more than the last 5 digits on credit card and debit card receipts at Bargain Hunt stores. The parties reached an agreement in order to avoid the time and expense associated with litigation.
- The claims are strongly disputed. The Court has not ruled, one way or the other, on Plaintiffs' claims.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive a monetary benefit of up to \$100.
EXCLUDE YOURSELF	Receive no monetary benefit. This is the only option that allows you to ever be part of any other lawsuit against the Defendant or anyone else about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	If you do nothing, you still benefit from the change in business practice, but you will not receive a monetary benefit.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be awarded if the Court approves the settlement and after appeals are resolved. Please be patient.
- Any questions? Read on and visit www.FactaReceiptSettlement.com.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

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BASIC INFORMATION

1. Why should I read this notice?

If you received a credit card or debit card receipt from a Bargain Hunt Store between August 1, 2016 and June 30, 2017 that had more than the last 5 digits of your card number, you have a right to know about a proposed settlement of a class action lawsuit and your options. The Muscogee County State Court of the State of Georgia has preliminarily approved the proposed settlement.

If the Court grants final approval to the settlement, and after any appeals are resolved, an administrator appointed by the Court will determine the benefits under the settlement. The settlement website will provide updates regarding the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Nowe, et al. v. Essex Technology Group, LLC*, Case No. SC 2020 CV 694. The persons who sued, Brian Nowe and Mary Allen Wilson Tondee, are called the Plaintiffs, and the company they sued, Essex Technology Group, LLC (dba Bargain Hunt), is called the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that customers who used a credit card or debit card to make a purchase or other transaction at Bargain Hunt stores were provided with electronically-printed customer receipts which had more than the last five digits of their credit card number or debit card number printed on the receipt. The parties reached an agreement to avoid the time and expense associated with further litigation.

3. Why is this a class action?

In a class action, one or more people called a class representative (in this case Brian Nowe and Mary Allen Wilson Tondee) sue on behalf of people who have similar claims. All of these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. A judge in the Muscogee County State Court in Georgia is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the time and expense of going to trial. The settlement class representatives and their attorneys think the settlement is best for everyone because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Court preliminarily decided that everyone who fits the following description is a settlement class member:

All consumers who, at any time between August 1, 2016 and June 30, 2017, were provided an electronically-printed receipt with more than the last 5 digits of a credit card or debit card at the point of a sale or transaction at any Bargain Hunt store. Excluded from the Settlement Class are: (1) all Persons who properly and timely opt out pursuant to the Settlement Agreement; and (2) the judge to whom this Action is assigned and any member of his or her immediate family.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

If approved, the proposed settlement will provide for a change of conduct by Defendant as well as up to \$2,000,000 for notice/administration costs, Settlement Class Representative payments, monetary benefits to settlement class members who submit a timely and valid claim, and fees and costs for the lawyers who represented the settlement class. More specifically:

- A Court-appointed administrator will receive compensation to implement a class notice program and to assist in the processing of claims submitted by settlement class members.
- Settlement class members who submit timely and complete claim forms will receive a monetary benefit of up to \$100 based on the number of approved claims.
- In the event the total monetary benefits awarded to settlement class members who submit valid and timely claims is less than \$200,000, the remainder (less any amount of settlement administrator costs in excess of \$185,000) shall be distributed to one or more non-profit organizations approved by the Court. In the event that the total amount of the settlement administrator costs are less than \$185,000, the remainder shall be added to the \$200,000 floor referenced in this paragraph.
- Subject to Court approval, the Settlement Class Representatives may receive service payments of up to \$5,000 each for their time and effort acting as Settlement Class Representatives and for their willingness to bring this litigation on behalf of other consumers.
- Subject to Court approval, the Court may award fees and costs for the lawyers who represented the settlement class as explained further in response to question number 14, below. Defendant has stopped printing more than the last 5 digits of the credit card and debit card on receipts and has implemented or will implement appropriate steps, practices, and a written company policy to ensure that all Bargain Hunt stores will remain in compliance with the Fair and Accurate Credit Transactions Act in the future.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

HOW YOU GET BENEFITS – SUBMITTING A CLAIM FORM

7. How can I get a monetary benefit?

To qualify for a monetary benefit of up to \$100 under the settlement, you must submit a claim form. You can obtain a claim form on the Internet at www.FactaReceiptSettlement.com. Read the instructions carefully and submit the claim form no later than March 22, 2021. Please check www.FactaReceiptSettlement.com for updates.

8. When will I receive my payment?

The parties will request a Fairness Hearing before the Honorable Judge Andy Prather, Division 2, on April 1, 2021, at 10:00 a.m. to decide whether to approve the settlement and to award attorneys' fees and expenses to the Settlement Class Counsel appointed by the Court, plus Settlement Class Representative incentive awards. If the hearing date/location changes, the updated information will be posted on the settlement website. If the Court approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take one year or more. The settlement website will keep you informed of the progress of the settlement. Please be patient. If total costs of the settlement would exceed \$2,000,000, the monetary benefits to approved claimants shall be reduced pro rata.

9. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself, you will remain a settlement class member. This means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant (see question no. 11 below) or anyone else about the legal issues in this case. If you stay in the settlement class, all of the Court's orders will apply to you and legally bind you. The entirety of the release as set forth in the settlement agreement is as follows: Except for the obligations and rights created by the settlement agreement, the Releasing Parties hereby release and absolutely and forever discharge Defendant and all Released Parties from any and all Settled Claims. "Releasing Parties" means and refers to the Settlement Class and its members, and any other Persons or entities claiming by or through the Settlement Class, including agents, attorneys, partners, joint venturers, affiliates, predecessors, successors, spouses, heirs, assigns, insurers, in their capacities as such. "Released Parties" means and refers to Defendant and all other Persons. "Persons" means and refers to any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity. "Settled Claims" means and refers to any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (1) in any way arises out of or is based on a Bargain Hunt store printing more than the last 5 digits of a credit card or debit card number upon any receipt provided to the cardholder at the point of sale or transaction between August 1, 2016 and June 30, 2017 and/or (2) is asserted in and based on the factual allegations in the Complaint filed in this Action.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this settlement, but you want keep the right to sue or continue to sue the Defendant or anyone else on your own about the legal issues in this case, then you must take steps to get out. This is called “excluding” yourself – or is sometimes referred to as “opting out” of the settlement class. Defendant may withdraw from and terminate the settlement if a certain number of putative class members exclude themselves.

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a letter by mail saying that you want to be excluded from the settlement class in *Nowe, et al. v. Essex Technology Group, LLC (Bargain Hunt)*, – Case No. SC 2020 CV 694. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked no later than February 5, 2021, to:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

You cannot exclude yourself by phone or by e-mail. If you mail an exclusion request by the deadline, you will not be able to request a settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

11. If I do not exclude myself, can I sue the Defendant or anyone else for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendant or anyone else for the claims resolved by this settlement.

You must exclude yourself from the settlement class to participate in any litigation against the Defendant or anyone else regarding the claims resolved by this settlement. Remember, the exclusion deadline is February 5, 2021.

12. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any benefits. But, you may sue, continue to sue, or be part of a different lawsuit.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Charles Austin Gower, Jr. and Shaun Patrick O'Hara of Charles A. Gower PC, Chant Yedalian of Chant & Company A Professional Law Corporation, and William Dixon James of Wm. Dixon James, P.C. represent you and other class members. The lawyers are called "Settlement 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.

14. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for an award of attorneys' fees of up to \$666,667 and costs up to \$15,000. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I do not 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 can give reasons why you think the Court should not approve it. The Court will consider your views.

To be effective, any such objection must be in writing, mailed to the settlement administrator with a timely postmark, and include: (1) a reference at the beginning to this matter, *Nowe, et al. v. Essex Technology Group, LLC*, Case No. SC 2020 CV 694; (2) the objector's full name, address, and telephone number, and, if available, email address; (3) proof of settlement class membership consisting of the original or a copy of either (i) a customer receipt containing more than the last 5 digits of his or her credit or debit card showing that he or she made a transaction at a Bargain Hunt store between August 1, 2016 and June 30, 2017, or (ii) a credit or debit card statement showing that he or she made a transaction at a Bargain Hunt store between August 1, 2016 and June 30, 2017; (4) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; (6) a list of all persons who will be called to testify in support of the objection; (7) 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; (8) regarding any counsel who represents the objector or has a financial interest in the objection: (i) 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 (ii) 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; (9) a statement by the objector under oath that: (i) he or she has read the objection in its entirety, (ii) he or she is a member of the settlement class, (iii) 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, (iv) identifies the caption of each case in which the objector has made such

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

objection, and (v) 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. Any class member who fails to timely file and serve a written objection containing all of the information listed in the items (1) through (9) of this paragraph, including notice of his/her intent to appear at the Final Approval Hearing (fairness hearing), shall not be permitted to object to the settlement and shall be foreclosed from seeking any review of the settlement or the terms of the settlement agreement by any means, including, but not limited to, an appeal. Any class member who submits a timely written objection shall consent to deposition at the request of Settlement Class Counsel or Defendant's counsel, to occur at least 5 days prior to the Final Approval Hearing (fairness hearing). To be timely, objections must be mailed to the settlement administrator by no later than **February 5, 2021**, at the address provided in this notice.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Parties will request a Fairness Hearing before the Honorable Judge Andy Prather to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the settlement?

The parties will request a Fairness Hearing before the Honorable Judge Andy Prather, Division 2, on April 1, 2021, at 10:00 a.m. to decide whether to approve the settlement and to award attorneys' fees and expenses to the Settlement Class Counsel appointed by the Court, plus Settlement Class Representative incentive awards. If the hearing date/location changes, the updated information will be posted on the settlement website. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and the class representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions from the Court regarding the settlement. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

19. May I speak at the hearing?

You may ask the Court for permission for you or your lawyer 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 *Nowe, et al. v. Essex Technology Group, LLC*, Case No. SC 2020 CV 694.” Be sure to include your name, address, telephone number, and your signature. If your lawyer intends to speak at the fairness hearing, your letter must also include the name, address, and telephone number of your lawyer. Your Notice of Intention to Appear must be mailed to the Settlement Administrator and postmarked no later than February 5, 2021:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

You cannot speak at the fairness hearing if you excluded yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will not receive a monetary benefit from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case for any of the released claims described above. You will also be bound by all of the Court’s orders and judgment in this lawsuit.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the settlement agreement. You can get a copy of the settlement agreement from the settlement website or by writing to the settlement administrator at:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

22. How do I get more information?

You can visit the settlement website at www.FactaReceiptSettlement.com, where you will find answers to common questions about the settlement, a claim form, plus other information. You may also call 1-833-913-4213 or call or write Settlement Class Counsel at the addresses below:

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

Settlement Class Counsel:

Charles Austin Gower, Jr.
Shaun Patrick O'Hara
CHARLES A. GOWER PC
1425 Wynnton Road
P.O. Box 5509
Columbus, GA 31906
Telephone: (706) 324-5685

and

Chant Yedalian
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Avenue
Glendale, CA 91202
Telephone: (877) 574-7100

and

William Dixon James
WM. DIXON JAMES, P.C.
150 East Ponce de Leon Ave.
Suite 260
Decatur, GA 30030
Telephone: (404) 373-0072

November 10, 2020

The Honorable Andy Prather, Muscogee County State Court

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

Si recibió un recibo de tarjeta de crédito o débito en una tienda Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017, que incluía más de los últimos 5 dígitos de su número de tarjeta, podría obtener hasta \$100 de un acuerdo colectivo.

Un Tribunal autorizó este aviso. No es una promoción de un abogado.

- Se ha llegado a un acuerdo en una demanda colectiva con respecto a recibos de tarjetas de crédito y débito proporcionados a los consumidores.
- En la demanda, los demandantes alegaron que el demandado, Essex Technology Group, LLC (de razón social Bargain Hunt) imprimió más de los últimos 5 dígitos en los recibos de la tarjeta de crédito y de la tarjeta de débito en las tiendas Bargain Hunt. Las partes llegaron a un acuerdo para evitar el tiempo y los gastos asociados con el litigio.
- Los reclamos son fuertemente impugnados. El Tribunal no ha fallado, de una u otra manera, sobre los reclamos de los demandantes.
- Sus derechos legales se ven afectados tanto si actúa como si no. Lea este aviso cuidadosamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
PRESENTAR UN FORMULARIO DE RECLAMO	La única manera de recibir un beneficio monetario de hasta \$100.
EXCLUIRSE	No recibir ningún beneficio monetario. Esta es la única opción que le permite ser parte de cualquier otra demanda contra el demandado o cualquier otra persona sobre las demandas legales en este caso.
OJETO	Escriba al Tribunal sobre por qué no le gusta el acuerdo.
IR a UNA AUDIENCIA	Pida para hablar en el Tribunal sobre la equidad del acuerdo.
NO HACER NADA	Si no hace nada, se beneficiará de todas formas del cambio en la práctica de negocios, pero no recibirá un beneficio monetario.

- Estos derechos y opciones, y los plazos para ejercerlos, se explican en este aviso.
- El Tribunal encargado de este caso todavía tiene que decidir si aprueba el acuerdo. Los beneficios se otorgarán si el Tribunal aprueba el acuerdo y después de que se resuelvan las apelaciones. Tenga paciencia.
- ¿Alguna pregunta? Siga leyendo y visite www.FactaReceiptSettlement.com.

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¿TIENE PREGUNTAS? VISITE WWW.FACTARECEIPTSETTLEMENT.COM

II INFORMACIÓN BÁSICA

1. ¿Por qué debería leer este aviso?

Si recibió un recibo de tarjeta de crédito o débito en una tienda Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017 que incluía más de los últimos 5 dígitos de su número de tarjeta, usted tiene derecho a saber acerca del acuerdo propuesto de una demanda colectiva y sus opciones. El Tribunal Estatal del Condado de Muscogee del Estado de Georgia ha aprobado de manera preliminar el acuerdo propuesto.

Si el Tribunal concede la aprobación final al acuerdo, y después de que se resuelva cualquier apelación, un administrador designado por el Tribunal determinará los beneficios conforme al acuerdo. El sitio web del acuerdo proporcionará actualizaciones sobre el progreso de acuerdo.

Este aviso explica la demanda, el acuerdo, sus derechos legales, qué beneficios están disponibles, quién es elegible para ellos y cómo obtenerlos.

El caso se conoce como *Nowe, et al. contra Essex Technology Group, LLC*, caso n.º SC 2020 CV 694. Las personas que demandaron, Brian Nowe y Mary Allen Wilson Tondee, se llaman los demandantes, y la compañía que demandaron, Essex Technology Group, LLC (con razón social Bargain Hunt), se llama el acusado.

2. ¿De qué se trata esta demanda?

Esta demanda alega que los clientes que utilizaron una tarjeta de crédito o débito para realizar una compra u otra transacción en las tiendas de Bargain Hunt recibieron recibos de cliente impresos electrónicamente que tenían más de los últimos cinco dígitos de su número de tarjeta de crédito o número de tarjeta de débito impresos en el recibo. Las partes llegaron a un acuerdo para evitar el tiempo y los gastos asociados con el litigio.

3. ¿Por qué es una demanda colectiva?

En una demanda colectiva, una o más personas nombraron a un representante del grupo (en este caso Brian Nowe y Mary Allen Wilson Tondee) para demandar en nombre de personas que tienen reclamos similares. Todas estas personas son un grupo o miembros de un grupo. Un Tribunal resuelve las cuestiones para todos los miembros del grupo, excepto para aquellos que se excluyen de este. Un juez del Tribunal Estatal del Condado de Muscogee en Georgia está supervisando esta demanda colectiva.

4. ¿Por qué existe un acuerdo?

El Tribunal no falló a favor de los demandantes ni del demandando. En cambio, ambas partes llegaron a un acuerdo. De esa manera, evitan el tiempo y los gastos de ir a juicio. Los representantes del acuerdo colectivo y sus abogados piensan que el acuerdo es mejor para todos porque proporciona una recuperación apropiada ahora, mientras que evita el riesgo, el gasto, y la demora de seguir el caso a través de juicio y cualquier apelación posterior.

¿QUIÉN ESTÁ EN EL ACUERDO?

5. ¿Cómo saber si formo parte del acuerdo?

El Tribunal decidió de manera preliminar que todo aquel que se ajuste a la siguiente descripción es un miembro del acuerdo colectivo:

Todos los consumidores que, en algún momento entre el 1 de agosto de 2016 y el 30 de junio de 2017, recibieron un recibo impreso electrónicamente con más de los últimos 5 dígitos de una tarjeta de crédito o tarjeta de débito en el punto de una venta o transacción en cualquier tienda de Bargain Hunt. Excluidos de la clase de liquidación están: (1) todas las personas que, de manera apropiada y oportuna, se excluyan de conformidad con el Convenio del acuerdo; y (2) el juez al que se asigna esta demanda y cualquier miembro de su familia inmediata.

LOS BENEFICIOS DEL ACUERDO –LO QUE USTED RECIBE

6. ¿Qué ofrece el acuerdo?

Si se aprueba, el acuerdo propuesto preverá un cambio de conducta por parte del demandado, así como hasta \$2,000,000 para los costos de notificación/administración, pagos al representante del acuerdo colectivo, beneficios monetarios para los miembros del acuerdo colectivo que presenten un reclamo oportuno y válido y honorarios y costos para los abogados que representaban al grupo del acuerdo colectivo. Más específicamente:

- Un administrador designado por el Tribunal recibirá una indemnización para implementar un programa de aviso colectivo y para ayudar en el procesamiento de los reclamos presentados por los miembros del grupo del acuerdo colectivo.
- Los miembros del grupo del acuerdo que presenten formularios de reclamo completos de manera oportuna recibirán un beneficio monetario de hasta \$100 con base en la cantidad de reclamos aprobados.
- En el caso de que el total de beneficios monetarios otorgados a los miembros del acuerdo colectivo que presenten reclamos válidos y oportunos sea inferior a \$200,000, el resto (menos cualquier cantidad de costos de administración de liquidación que exceda \$185,000) se distribuirá a una o más organizaciones sin fines de lucro aprobadas por el Tribunal. En el caso de que el monto total de los costos de administración del acuerdo sea inferior a \$185,000, el resto se añadirá al piso de \$200,000 mencionado en este párrafo.
- Sujeto a la aprobación del Tribunal, los representantes del acuerdo colectivo pueden recibir pagos de servicio de hasta \$5,000 cada uno por su tiempo y esfuerzo actuando como representantes del acuerdo colectivo y por su disposición a llevar este litigio en nombre de otros consumidores.
- Sujeto a la aprobación del Tribunal, el Tribunal podrá conceder honorarios y gastos a los abogados que representaron al grupo de la demanda colectiva, como se explica más adelante en respuesta a la pregunta número 14. El demandado ha dejado de imprimir más de los últimos 5 dígitos de la tarjeta de crédito y la tarjeta de débito en los recibos y ha implementado o implementará las medidas, prácticas apropiadas y una política por escrito de la compañía para asegurar que todas las tiendas de Bargain Hunt seguirán cumpliendo con la Ley de equidad de informes de crédito en el futuro.

¿TIENE PREGUNTAS? VISITE WWW.FACTARECEIPTSETTLEMENT.COM

CÓMO OBTIENE BENEFICIOS – PRESENTACIÓN DE UN FORMULARIO DE RECLAMO

7. ¿Cómo puedo obtener un beneficio monetario?

Para calificar para un beneficio monetario de hasta \$100 en virtud del acuerdo, debe presentar un formulario de reclamo. Puede obtener un formulario de reclamo en Internet en www.FactaReceiptSettlement.com. Lea atentamente las instrucciones y envíe el formulario de reclamo a más tardar el 22 de marzo de 2021. Compruebe www.FactaReceiptSettlement.com si hay actualizaciones.

8. ¿Cuándo recibiré mi pago?

Las partes solicitarán una audiencia de justicia ante el Honorable Juez Andy Pryet, División 2, el 1 de abril de 2021, a las 10:00 a. m. para decidir si aprobar el acuerdo y otorgar los honorarios y gastos de los abogados al abogado del acuerdo colectivo nombrado por el Tribunal, además de adjudicar premios de incentivo al representante del acuerdo colectivo. Si la fecha/ubicación de la audiencia cambia, la información actualizada se publicará en el sitio web del acuerdo. Si el Tribunal aprueba el acuerdo, es posible que haya apelaciones. Siempre es incierto si estas apelaciones pueden resolverse, y resolverlas puede tomar un año o más. El sitio web del acuerdo le mantendrá informado sobre el progreso de acuerdo. Tenga paciencia. Si el costo total del acuerdo fuera superior a \$2,000,000, los beneficios monetarios para los demandantes aprobados se reducirán de manera prorrateada.

9. ¿A qué renuncio si me quedo en el acuerdo colectivo?

A menos que se excluya a sí mismo, seguirá siendo miembro del acuerdo colectivo. Esto significa que usted no puede demandar, continuar demandando o ser parte de cualquier otra demanda contra el demandado (vea la pregunta n.º 11 más abajo) o cualquier otra persona sobre los asuntos legales en este caso. Si usted permanece en el acuerdo colectivo, todas las órdenes del Tribunal se aplicarán a usted y lo vincularán legalmente. La totalidad de la exoneración según se establece en el acuerdo colectivo dice: Excepto por las obligaciones y los derechos creados por el convenio del acuerdo, las partes exonerantes por el presente liberan y de forma absoluta y para siempre exoneran al demandado y a todas las partes exoneradas de cualquier reclamo resuelto. "Partes exonerantes" significa y se refiere al acuerdo colectivo y sus miembros, y cualquier persona o entidad que presente un reclamo por o a través del acuerdo colectivo, incluyendo agentes, abogados, derechohabientes, aliados comerciales, afiliados, predecesores, cónyuges, herederos, sucesores, aseguradoras, en sus capacidades como tales. "Partes exoneradas" significa y se refiere al demandado y todas las demás personas. "Personas" significa y se refiere a cualquier individuo, propietario, corporación, asociación, alianza, fideicomisario, asociación no incorporada, o cualquier otro tipo de entidad legal. "Reclamos resueltos" significa y se refiere a cualquier reclamo, responsabilidad, derecho, demanda, petición, asunto, obligación, gravamen, daño, daño punitivo, daño ejemplar, pena, pérdida, costo, gasto, deuda, acción o causa de acción, de todo tipo y/o naturaleza, ya sea conocida o desconocida, sospechada o no, reivindicada o no reivindicada, latente o patente, que cualquier parte exonerante tenga ahora, o en cualquier momento ha tenido, independientemente de la teoría legal o el tipo o la cantidad de alivio o daños reclamados, que: (1) de cualquier manera surge o se basa en una tienda de Bargain Hunt que imprime más de los últimos 5 dígitos de una tarjeta de crédito o número de tarjeta de débito en cualquier recibo proporcionado al titular en el punto de venta o transacción entre el 1 de agosto, 2016 y 30 de junio de 2017 y/o (2) se afirma y se basa en los hechos constitutivos en la denuncia presentada en esta demanda colectiva.

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EXCLUIRSE DEL ACUERDO

Si usted no desea ningún beneficio de este acuerdo, pero desea mantener el derecho de demandar o continuar demandando al demandado o a cualquier otra persona por su cuenta sobre los asuntos legales en este caso, entonces debe tomar medidas para no estar incluido. Esto se llama “excluirse” o a veces se denomina “elegir no participar” en el acuerdo colectivo. El demandado puede retirarse de la transacción y rescindir la transacción si un cierto número de miembros de la demanda colectiva se excluyen a sí mismos.

10. ¿Cómo me excluyo del acuerdo?

Para excluirse del acuerdo, debe presentar una carta por correo diciendo que desea ser excluido del acuerdo colectivo en *Nowe, et al. Contra Essex Technology Group, LLC (Bargain Hunt)*, caso N.º SC 2020 CV 694. Asegúrese de incluir su nombre, dirección, número de teléfono y su firma. Debe enviar su solicitud de exclusión por correo postal, de forma que debe estar matasellada a más tardar el 5 de febrero de 2021 a:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

No puede excluirse por teléfono o por correo electrónico. Si envía una solicitud de exclusión antes de la fecha límite, no podrá solicitar un pago del acuerdo y no podrá oponerse al acuerdo. Usted no estará legalmente vinculado por nada que suceda en esta demanda. Usted puede demandar (o continuar demandando) al demandado en el futuro.

11. Si no me excluyo, ¿puedo demandar al acusado o a cualquier otra persona por lo mismo más adelante?

A menos que usted se excluya, usted renuncia al derecho de demandar al demandado o a cualquier otra persona por las demandas resueltas mediante este acuerdo.

Usted debe excluirse del acuerdo colectivo para participar en cualquier litigio contra el demandado o cualquier otra persona con respecto a los reclamos resueltos mediante este acuerdo. Recuerde, la fecha límite de exclusión es el 5 de febrero de 2021.

12. Si me excluyo, ¿puedo obtener beneficios de este acuerdo?

Si se excluye, no envíe un formulario de reclamo para solicitar beneficios. Pero, usted puede demandar, continuar demandando, o ser parte de una demanda diferente.

LOS ABOGADOS QUE LO REPRESENTAN

13. ¿Tengo un abogado en este caso?

Charles Austin Gower, Jr. y Shaun Patrick o'Hara de Charles A. Gower PC, Chant Yedalian de Chant & Company A Professional Law Corporation, y William Dixon James de WM. Dixon James, P.C., le representan a usted y a otros miembros de la demanda colectiva. Los abogados se llaman "Abogados del acuerdo colectivo". No se le cobrará por estos abogados. Si usted quiere ser representado por su propio abogado, puede contratar uno a su propio costo.

14. ¿Cómo se les pagará a los abogados?

El abogado del acuerdo colectivo solicitará al Tribunal una adjudicación de honorarios de abogados de hasta \$666,667 y costos de hasta \$15,000. El Tribunal puede adjudicar menos de los montos indicados

OPONERSE AL ACUERDO

Usted puede decirle al Tribunal que no está de acuerdo con el acuerdo o alguna parte de él.

15. ¿Cómo puedo decirle al Tribunal que no me gusta el acuerdo?

Si es miembro de la demanda colectiva, puede objetar el acuerdo si no le gusta alguna parte. Puede dar razones por las que cree que el Tribunal no debe aprobar el Acuerdo. El Tribunal considerará sus opiniones.

Para ser efectiva, cualquier objeción de este tipo debe hacerse por escrito, enviarse al administrador del acuerdo con un matasellos oportuno, e incluir: (1) una referencia al principio de este asunto, *Nowe, et al. Contra Essex Technology Group, LLC*, caso n.º SC 2020 CV 694; (2) el nombre completo, dirección y número de teléfono del objetor, y, si está disponible, dirección de correo electrónico; (3) prueba de pertenencia al acuerdo colectivo consistente en el original o una copia de (i) un recibo de cliente que contiene más de los últimos 5 dígitos de su tarjeta de crédito o débito que muestra que hizo una transacción en una tienda de Bargain Hunt entre el 1 de agosto, 2016 y 30 de junio de 2017, o (ii) un estado de cuenta de tarjeta de crédito o débito que demuestre que realizó una transacción en una tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017; 4) una declaración escrita de todos los motivos de la objeción, acompañada de cualquier apoyo jurídico para dicha objeción; 5) copias de cualquier documento, escrito u otros documentos en los que se base la objeción; 6) una lista de todas las personas a las que se llamará para testificar en apoyo de la objeción; (7) una declaración de si el objetor tiene la intención de comparecer en la audiencia de justicia; si el objetor tiene la intención de comparecer en la audiencia de justicia a través de un abogado, la objeción también debe indicar la identidad de todos los abogados que representen al objetor que comparecerán en la audiencia de justicia; (8) respecto de cualquier abogado que represente al objetor o que tenga un interés financiero en la objeción: i) una lista de casos en los que el abogado del objetor y/o el bufete de abogados del abogado del objetor hayan objetado un acuerdo colectivo en los cinco años anteriores, y ii) una copia de cualquier orden relativa a una decisión sobre las objeciones previas del abogado o de la empresa que fueron dictadas por los Tribunales de primera instancia y/o de apelación en cada caso enumerado; 9) una declaración del objetor bajo juramento que: i) ha leído la objeción en su totalidad, ii) es miembro de la demanda colectiva, iii) indica el número de veces que el objetor ha objetado una solución de acción de clase dentro de los cinco años anteriores a la fecha en que el objetor presenta la objeción, iv) identifica el título de cada caso en que el objetor ha

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objetado, y (v) autentica cualquier orden relativa a una decisión sobre las objeciones anteriores del objetor que fueron emitidas por los Tribunales de primera instancia y/o apelación en cada caso enumerado, adjuntando tales órdenes a la declaración. Cualquier miembro de la demanda colectiva que no presente de manera oportuna una objeción por escrito que contenga toda la información enumerada en los puntos (1) a (9) de este párrafo, incluyendo el aviso de su intención de comparecer en la audiencia de aprobación final (audiencia de justicia), no podrá oponerse al acuerdo y se le excluirá de buscar cualquier revisión de la liquidación o de los términos del convenio del acuerdo por cualquier medio, incluyendo, pero sin limitación, una apelación. Cualquier miembro de la demanda colectiva que presente una objeción por escrito oportuna deberá consentir a la deposición a petición del abogado del acuerdo colectivo o del abogado del demandado, a ocurrir por lo menos 5 días antes de la audiencia de aprobación final (audiencia de justicia). Para ser oportunas, las objeciones deben ser enviadas por correo al administrador del acuerdo a más tardar **el 5 de febrero de 2021**, a la dirección proporcionada en este aviso.

16. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algo sobre el acuerdo. Solo puede objetar si permanece en la demanda colectiva. Excluirse es decirle al Tribunal que usted no quiere ser parte del acuerdo colectivo. Si se excluye, no tiene fundamentos para objetar porque el caso ya no le afecta.

LA AUDIENCIA DE JUSTICIA DEL TRIBUNAL

Las partes solicitarán una audiencia de justicia ante el Honorable Juez Andy Pather para decidir si aprobar el acuerdo. Usted puede asistir y puede pedir hablar, pero no tiene que hacerlo.

17. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

Las partes solicitarán una audiencia de justicia ante el Honorable Juez Andy Pryet, División 2, el 1 de abril de 2021, a las 10:00 a. m. para decidir si aprobar el acuerdo y otorgar los honorarios y gastos de los abogados al abogado del acuerdo colectivo nombrado por el Tribunal, además de adjudicar premios de incentivo al representante del acuerdo colectivo. Si la fecha/ubicación de la audiencia cambia, la información actualizada se publicará en el sitio web del acuerdo. En esta audiencia, el Tribunal considerará si el acuerdo es justo, razonable y adecuado. Si hay objeciones, el Tribunal las examinará. El Tribunal escuchará a las personas que hayan solicitado hablar en la audiencia. El Tribunal también puede decidir cuánto pagar al abogado del acuerdo colectivo y a los representantes del grupo. Después de la audiencia, el Tribunal decidirá si aprueba el acuerdo. No sabemos cuánto tiempo demorará el Tribunal en tomar su decisión.

18. ¿Tengo que asistir a la audiencia?

No. El abogado del acuerdo colectivo contestará cualquier pregunta del Tribunal con respecto al acuerdo. Sin embargo, usted puede ir a su propio costo. Si envía una objeción, no tiene que ir al Tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito a tiempo, el Tribunal la considerará. También puede pagar a su propio abogado para que asista, pero no es necesario.

19. ¿Puedo hablar en la audiencia?

Puede pedir permiso al Tribunal para que usted o su abogado hablen en la audiencia de justicia. Para ello, debe enviar una carta diciendo que es su “Aviso de intención de comparecer en *Nowe, et al. Contra Essex Technology Group, LLC*, caso n.º SC 2020 CV 694.” Asegúrese de incluir su nombre, dirección, número de teléfono y su firma. Si su abogado tiene la intención de hablar en la audiencia de justicia, su carta también debe incluir el nombre, dirección y número de teléfono de su abogado. Debe enviar su aviso de intención de comparecer por correo al Administrador del acuerdo matasellado a más tardar el 5 de febrero de 2021:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

Usted no puede hablar en la audiencia de justicia si se excluye.

SI NO HACE NADA

20. ¿Qué sucede si no hago nada?

Si no hace nada, no recibirá un beneficio monetario de este acuerdo. Pero, a menos que se excluya, usted no podrá iniciar una demanda, continuar una demand, o ser parte de cualquier otra demanda sobre los asuntos legales en este caso para cualquiera de las demandas publicadas descritas anteriormente. También estará legalmente vinculado por todas las órdenes y juicio del Tribunal en esta demanda.

OBTENER MÁS INFORMACIÓN

21. ¿Hay más detalles sobre el acuerdo?

Este aviso resume el acuerdo propuesto. Más detalles están en el convenio de acuerdo. Puede obtener una copia del convenio de acuerdo en el sitio web del acuerdo o por escrito al administrador del acuerdo en:

Bargain Hunt Settlement
c/o Settlement Administrator
PO Box 42546
Philadelphia, PA 19101-2546

22. ¿Cómo obtengo más información?

Puede visitar el sitio web del acuerdo en www.FactaReceiptSettlement.com, donde encontrará respuestas a preguntas comunes sobre el acuerdo, un formulario de reclamo, además de otra información. También puede llamar al 1-833-913-4213 o llamar o escribir a un abogado del acuerdo colectivo a las siguientes direcciones:

¿TIENE PREGUNTAS? VISITE WWW.FACTARECEIPTSETTLEMENT.COM

Settlement Class Counsel:

Charles Austin Gower, Jr.
Shaun Patrick O'Hara
CHARLES A. GOWER PC
1425 Wynnton Road
P.O. Box 5509
Columbus, GA 31906
Teléfono: (706) 324-5685

y

Chant Yedalian
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Avenue
Glendale, CA 91202
Teléfono: (877) 574-7100

y

William Dixon James
WM. DIXON JAMES, P.C.
150 East Ponce de Leon Ave.
Suite 260
Decatur, GA 30030
Teléfono: (404) 373-0072

10 de noviembre de 2020
Condado de Muscogee

El Honorable Juez Andy Prather, Tribunal Estatal del

FORMULARIO DE RECLAMO

INSTRUCCIONES GENERALES

Para hacer un reclamo bajo el acuerdo, usted debe completar este formulario y enviarlo en línea o enviarlo por correo a la dirección que aparece en la parte inferior de este formulario. Su formulario de solicitud se debe presentar en línea antes de las 11:59 p. m., hora central, el 22 de marzo de 2021 o con el matasello antes del 22 de marzo de 2021. La información no se revelará a nadie que no sea el Tribunal, el Administrador de la transacción y las Partes en este caso, y se utilizará únicamente para administrar este acuerdo.

Puede presentar una solicitud de beneficios en virtud de este acuerdo si utilizó su tarjeta de crédito o débito para realizar una compra u otra transacción en cualquier tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017 y se le proporcionó un recibo de cliente impreso electrónicamente con más de los últimos 5 dígitos de su número de tarjeta de crédito o débito.

Tendrá que establecer que pertenece al acuerdo colectivo, lo que puede hacer si: (1) proporciona el original o copia de un recibo del cliente para su compra en cualquier tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017 que muestra más de los últimos 5 dígitos de su tarjeta de crédito o tarjeta de débito; o (2) proporcionar el original o copia de su tarjeta de crédito o estado de cuenta de débito que muestra su nombre y apellido y una compra en cualquier tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017.

Las Demandantes participantes que soliciten el pago del acuerdo deben completar y devolver este formulario de reclamo. Los formularios de reclamo completados deben enviarse por correo al Administrador del acuerdo a Bargain Hunt Settlement, c/o Settlement Administrator, PO Box 42546, Philadelphia, PA 19101-2546, o puede presentarlos a través del sitio web del acuerdo, www.FactaReceiptSettlement.com. **Los formularios de reclamo deben ESTAR MATASELLADOS antes del 22 DE MARZO de 2021 o ENVIADOS EN LÍNEA A MÁS TARDAR el 22 DE MARZO de 2021 a las 11:59 p. m. hora central.**

Si usted no presenta oportunamente un formulario de reclamo, puede ser excluido de cualquier recuperación del Acuerdo. Si usted es miembro del acuerdo colectivo y usted no busca oportuna y válidamente no participar en el acuerdo colectivo, usted estará obligado por cualquier fallo presentado por el Tribunal que apruebe el acuerdo sin importar si usted presenta un formulario de reclamo. Para recibir la información más actualizada, por favor envíe su formulario de reclamo en el sitio web del Acuerdo en www.FactaReceiptSettlement.com.

3114000000000

3 1 1 4 0 0 0 0 0 0 0 0 0 0

Información del demandante participante

Nombre: _____ Apellido: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono durante el día: (_____) _____ - _____

Número de teléfono por la noche: (_____) _____ - _____

Dirección de correo electrónico: _____

@

Si recibió notificación del acuerdo por correo electrónico, proporcione su ID de miembro único de la demanda colectiva que aparece en el aviso:

[Si no ha recibido un mensaje de correo electrónico con un ID único, deje este campo en blanco]

3 1 1 4 0 _____

Prueba de pertenencia al acuerdo colectivo

Adjunte (1) el original o copia del recibo del cliente por una compra en cualquier tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017 que muestre más de los últimos 5 dígitos de su tarjeta de crédito o débito; O (2) el original o copia del estado de cuenta de su tarjeta de crédito o débito que muestre su nombre y apellido y una compra en cualquier tienda de Bargain Hunt entre el 1 de agosto de 2016 y el 30 de junio de 2017.

Al firmar a continuación, usted se somete a la jurisdicción del Tribunal Estatal del Condado de Muscogee, Estado de Georgia.

Certificación

Por el presente certifico que:

1. La información proporcionada en este formulario de reclamo es precisa y completa, según mi leal saber y entender.
2. Soy miembro del acuerdo colectivo y no he solicitado no participar en el acuerdo colectivo.
3. No he firmado ya un acuerdo por ninguno de los reclamos establecidos en este formulario de reclamo;
4. No he presentado ningún otro reclamo por la misma transacción y no he autorizado a ninguna otra persona o entidad a hacerlo, y no conozco a ninguna otra persona o entidad que lo haya hecho en mi nombre;
5. Entiendo que los formularios de reclamo que no son válidos o que son ilegibles pueden ser rechazados.

Firma: _____ Fecha: _____ / _____ / _____

31140
31140

CF
CF

Página 1 de 1
Página 1 de 1

Bargain Hunt Settlement
c/o Settlement Administrator
P.O. Box 42546
Philadelphia, PA 19101-2546

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

**If You Received A Bargain
Hunt Store Receipt That
Showed More Than The Last
5 Digits Of Your Credit/Debit
Card Number, Your Rights
May Be Affected By A Class
Action Settlement.**

***PARA INFORMACIÓN EN ESPAÑOL,
VISITE EL SITIO WEB.***

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

[BARCODE AREA]

What is this lawsuit about?

The lawsuit alleges that customers who used a credit or debit card at Bargain Hunt stores were provided with electronically-printed customer receipts which had more than the last five digits of their card number printed on the receipt. Bargain Hunt denies any wrongdoing but is settling the claims in this lawsuit.

Who is included in the Settlement?

You are included in the Settlement if you used your personal credit or debit card at any Bargain Hunt store and you were provided with an electronically-printed customer receipt between August 1, 2016 and June 30, 2017 that shows more than the last 5 digits of your card number.

What are my rights?

Submit A Claim - You can get **up to \$100** from the Settlement. To be eligible for any money, you must submit a Claim Form by **July 12, 2021** along with:

- (1) An original or copy of a receipt from any Bargain Hunt store between August 1, 2016 and June 30, 2017 showing more than the last 5 digits of your credit/debit card number; or
- (2) An original or copy of your credit/debit card statement showing your first and last name, and a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

Visit www.factareceiptsettlement.com for more details on benefits available and how to submit a claim.

Do Nothing – If you do nothing, you will remain in the Settlement, but you will not receive any money from the Settlement, and you will be bound by the orders and judgment of the Court and give up your rights to sue for the claims resolved by this Settlement.

Object – You can stay in the Settlement and object to the Settlement. Your objection must be mailed to the Settlement Administrator **on or before May 27, 2021**.

Exclude Yourself – If you do not want to be legally bound by the Settlement and you want to preserve your right to sue about the claims released by this Settlement, you must request to be excluded **on or before May 27, 2021**. If you exclude yourself, you will not receive any money from this Settlement.

The parties will request a Fairness Hearing in the Muscogee County State Court, State of Georgia, before the Honorable Judge Andy Prather, Division 2, to decide whether to approve the settlement and to award attorneys' fees and expenses to the Settlement Class Counsel appointed by the Court, plus Settlement Class Representative incentive awards. Applicable pleadings will be posted on the website below after they are filed. You may attend this hearing, but you do not have to. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to. The date, time and location of the Fairness Hearing is to be determined and updates and changes to the hearing date/location will be posted on www.factareceiptsettlement.com

This is a summary notice only. For more information about the Settlement, including the Long Form Notice and Claim Form, please visit www.factareceiptsettlement.com or write the Bargain Hunt Settlement, c/o Settlement Administrator, PO Box 42546, Philadelphia, PA 19101-2546 or call 833-913-4213.

www.factareceiptsettlement.com

1-833-913-4213

EXHIBIT 2

NOTARIZED PROOF OF PUBLICATION

STATE OF KENTUCKY

COUNTY OF Franklin

Before me, a Notary Public, in and for said County and State, this 19th day of

January, 2021, came Holly W. Ward Personally known to me, who

being duly sworn, states as follows: That she is the Bookkeeping Assistant

of the Ky Press Service and the attached sheets show proof of

publication for the Bargain Hunt Store ad in Kentucky Press Service 2x2 Network the weeks

of December 28, 2020, January 4, 2021 and January 11, 2021.

Notary Public Bonnie J. Howard

Signed Holly W. Ward

My commission expires 9-18-2021
Id. # 14119

ty Calendar

FAIRFIELD COUNTY

ay-
oko **COVID-19 TESTING:** COVID-19
To drive thru testing is available at
us, Winnsboro Family Practice, located
in- at 1136 Kincaid Bridge Rd., Suite
the A in Winnsboro on Mon. and Wed.
from 9am to 4pm. To make an ap-
pointment call (803) 722-1822.

ON:
call
ing **LIONS CLUB MEETINGS:** The
se- Winnsboro Lions Club has returned
jis- to holding in person meetings each
12. month at The China Buffet at noon.
se- Social distancing guidelines will
ok be observed and masks will be re-
ob- quired when not eating.

tenance;
al equipment pur-
Doko Meadows
d;
191-acre tract pur-
n for sports com-
and County's plan
rial park and pro-
eline;
omic development
ess - joint town/
pproach;
g over operational
f RC Blythewood
Park and modern-
; zoning for open
town green space;

- McLean Road and Mull-
er Road land purchase;
- Doko Meadows Park
project review and status
update including Farmers
Market building;
- Periodic review of
Winnsboro water contract
and consultation with City
of Columbia Water Depart-
ment.

A date certain for the
strategic planning session
has not yet been announced,
but Mayor Franklin did in-
dicate that the session may
take place prior to council's
monthly meeting in January.

I eventually even
ut how to set these
apons without sac-
ne of my own fin-
; the unsightly
of elimination, I
me to appreciate
h Waldo Emerson
out building a bet-

ter mousetrap and success-
fully disposed of at least
twenty-five mice with \$4.00
worth of these old fashioned
contraptions. Guess it's
true that simple solutions
are frequently the best ones
and sometimes it's better
not to try and complicate
the brick.

New Hire

from page 1

he obtained a Master of Sci-
ence degree in Horticultural
Science from North Caro-
lina State University in 2004
and a Master of Public Ad-
ministration degree from the
University of South Caro-
lina in 2010.

According to Mayor Bry-
an Franklin, twenty-nine
individuals applied for the
job formerly held by Brian
Cook, who vacated his post

as Town Administrator to
pursue a new position as the
Assistant City Administra-
tor for Goose Creek on De-
cember 23.

Narrowing down the pool
of applicants, Cook and
Mayor Franklin presented
town council with resumes
from eight of the top candi-
dates, four of whom received
face to face interviews.
Following the interviews
Mayor Franklin and council
unanimously agreed that an
offer of employment as Bly-
thewood's Town Adminis-
trator should be extended to

Williamson and the contract
negotiations were finalized
on December 23.

The other applicants in-
terviewed included Holly
Herndon Swann - Manager
of Planning and Zoning/
City Planner for the City of
Bennettsville, C. Brett Cook
- Executive Director of the
Redevelopment Agency in
Harlem, Georgia and Chris-
topher Clauson - Commu-
nity Development Director
for Fairfield County.

Williamson's first official
day on the job is slated for
January 25, 2021.



Timeshare Cancellation

Get your free information kit
and see if you qualify:

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**If You Received A Bargain Hunt
Store Receipt That Showed More
Than The Last 5 Digits Of Your
Credit/Debit Card Number, Your
Rights May Be Affected By A Class
Action Settlement.**

Para información en español, visite el sitio web.

What is this lawsuit about? The lawsuit alleges
that customers who used a credit or debit card at
Bargain Hunt stores were provided with electronically-
printed customer receipts which had more than the last
five digits of their card number printed on the receipt.
Bargain Hunt denies any wrongdoing but is settling the
claims in this lawsuit.

Who is Included in the Settlement? You are
included in the Settlement if you used your personal
credit or debit card at any Bargain Hunt store and you
were provided with an electronically-printed customer
receipt between August 1, 2016 and June 30, 2017 that
shows more than the last 5 digits of your card number.

What are my rights? Submit A Claim - You
can get **up to \$100** from the Settlement. To
be eligible for any money, you must submit a
Claim Form by **March 22, 2021** along with:
(1) An original or copy of a receipt from any
Bargain Hunt store between August 1, 2016
and June 30, 2017 showing more than the last
5 digits of your credit/debit card number; or
(2) An original or copy of your credit/debit card
statement showing your first and last name, and a
purchase from any Bargain Hunt store between August
1, 2016 and June 30, 2017.

Visit **FactaReceiptSettlement.com** for more
details on benefits available and how to submit a claim.

FactaReceiptSettlement.com

Do Nothing - If you do nothing, you will remain
in the Settlement, but you will not receive any
money from the Settlement, and you will be bound
by the orders and judgment of the Court and
give up your rights to sue for the claims resolved
by this Settlement. **Object -** You can stay in the
Settlement and object to the Settlement. Your
objection must be mailed to the Settlement
Administrator **on or before February 5, 2021.**
Exclude Yourself - If you do not want to be legally
bound by the Settlement and you want to preserve
your right to sue about the claims released by this
Settlement, you must request to be excluded **on or
before February 5, 2021.** If you exclude yourself, you
will not receive any money from this Settlement.

The parties will request a Fairness Hearing before the
Honorable Judge Andy Prather, Division 2, on **April 1,
2021, at 10:00 a.m.** to decide whether to approve the
settlement and to award attorneys' fees and expenses
to the Settlement Class Counsel appointed by the
Court, plus Settlement Class Representative incentive
awards. If the hearing date/location changes, the
updated information will be posted on the settlement
website. Applicable pleadings will be posted on the
website below after they are filed. You may attend
this hearing, but you do not have to. If you want to be
represented by your own lawyer, you may hire one at
your own expense, but you do not have to.

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information about the Settlement, including the
Long Form Notice and Claim Form, please visit
FactaReceiptSettlement.com or write Bargain
Hunt Settlement, PO Box 42546, Philadelphia, PA
19101-2546 or call **1-833-913-4213.**

1-833-913-4213

DEATHS, FUNERAL & NOTICES

— A memo-
for William
e, 78, will
ay at 11:00
rate burial

in Quaker
e Rev. Mar-
ill officiate.
will receive
our prior to
the funeral
of flowers,
ay be made
Foundation.
passed away
December 26,
in Paxville,
of the late
ey and Lois
He served
ir Force and
ved his pas-
sion writing.

are his wife,
ier Hodge;
enda Quick
ul Hodge
and children,
Quick, Wil-
Madison
Hodge; and
ck Dempsey
Jane Poplin
Tom Hodge
was prede-
cessor, Da-
nd a sister-
Hodge.

y extends a
ks to Agape
d Dr. Jack

McAbee. She and her family moved to Camden, South Carolina when she was 5 years old. Pam was a long-time resident of Lugoff, South Carolina.

She earned a degree in Paralegal Studies from Midlands Technical College. She searched titles all over the state, as she was called upon by lawyers all around as one of the best. Pam was a proud single mom who worked hard for her and her son.

Her greatest accomplishment in life was her son, William Gable McGreevy. He was her one and only and she adored him.

Pam loved her cats and her books. She was an avid reader and typically read more than a book a week. Pam was also extremely family oriented. She had special and close relationships with her mother, sisters, uncle and aunts, nieces and nephews. We can hardly think of a gathering or special occasion that she did not attend. She taught us all how to love, give freely, to enjoy the finest things in life, to embrace a south-

ern accent, to laugh at mistakes and the importance of thinking outside the box. We are all better people because of Pam. She will always be missed but will live in our hearts forever.

Pam is survived by her son, Gable McGreevy of Lugoff, S.C. In addition to her son Pam is also survived by her mother, Judith McAbee of Charlotte, N.C., two sisters Lisa Woolard (David) of Camden, S.C. and Donna Branham (Jody) of Charlotte, N.C., an uncle and aunts, nieces and nephews.

Pam was predeceased by her father, William Henry McAbee, and a niece, Laura Jane Branham.

A memorial service will be announced by Kornegay Funeral Home at a later date.

Condolences may be left online for the McGreevy family at www.kornegayfuneral.com.

December 29, 2020

Chronicle-Independent, Camden, S.C.



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Para Información en español, visite el sitio web.

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FactaReceiptSettlement.com

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1-833-913-4213

small step no. 19

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PRICES GOOD ONLINE SUNDAY, DECEMBER 27, 2020 - SATURDAY, JANUARY 2, 2021.



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2 new leadership roles on county council

Gregory A. Summers
gsommers
@thelancasternews.com

Two of three leadership slots on Lancaster County Council have changed.

After recently elected council members Terry Graham, Billy Mosteller, Steve Harper and Brian Carnes were sworn into office Monday night by Clerk of Court Jeff Hammond, the council selected Harper as chair, Carnes as vice chair and Mosteller as secretary.

All three votes were unanimous to the two-year terms, and there were no other council members nominated for the three leadership positions.

This will be Harper's third term as council chair. Carnes replaces council member Charlene McGriff as vice chair. Mosteller replaces Larry Honeycutt as secretary.

Harper said he was humbled by council's confidence in him as chairman. A homebuilder and small-business owner, Harper is also serving his third four-year term as the District 5 representative.

There is a lot of work to be done in the next two



Lancaster County's re-elected council members took a new oath of office Monday night. From left, council members Brian Carnes, Steve Harper, Billy Mosteller and Terry Graham stand to take the oath, officiated by Lancaster County Clerk of Court Jeff Hammond.



Council members Billy Mosteller, left, and Steve Harper share a laugh at Monday's council meeting.

years, he said, and that work has been complicated by COVID-19.

Council, he said, will

be looking at impact fees for new homes in the exploding Indian Land area this spring, as well as

continuing capital projects and improving services amid the coronavirus.

"Never in a million years did I ever think our biggest hurdle would be a virus," Harper said. "I just want to thank all of our county staff and employees for the excellent way they're handling it. They're doing all that they can do, given the circumstances."

Carnes is also beginning his third term on county council. He also served on the county school board for two terms. Carnes is a member and past chairman of

REATS (Rock Hill-Port Mill Area Transportation Study) and a past president of the County Council Coalition for the S.C. Association of Counties.

Carnes noted on Facebook that council's plate for the next two years will be loaded with weighty issues. County Administrator Steve Willis recently informed council that he is retiring at the end of 2022, so council must hire someone to replace Willis.

In addition, council will oversee renovation of the Indian Land Recreation Center, start construction of a new deten-

tion center, remodel a facility for a new EMS headquarters, and build soccer facilities in Heath Springs and Indian Land, as well as go through re-districting.

But this council, he said, is up to the challenges.

"There is a whole lot of stuff to study," Carnes said.

Mosteller was recently elected to a second term as the District 3 representative on county council. He is the first candidate in that district to win reelection in the last 20 years.

A former volunteer fire department chief, Mosteller has been a small-business owner for 44 years.

"This is a big honor for me, to be nominated by my peers to be one of the leaders for this group. It shows that they have a confidence in my decision making to guide us into the future. I've always done my best to serve every citizen and taxpayer in this county, and that is not going to change," Mosteller said.

Follow reporter Greg Summers on Twitter @GregSummersTN or contact him at (803) 283-1156

Virus

>>FROM 1

As of Tuesday, there was an all-time high of 873 active coronavirus cases in Lancaster County, and DHEC has reported at least six more COVID-related deaths here since Jan. 1, though two of those fatalities happened Dec. 23.

Active cases fall within a 14-day window since the tests were confirmed as positive.

As of Wednesday, DHEC was reporting 503 active cases in Lancaster, 198 in Indian Land, 77 cases in Kershaw and 55 in Heath Springs. The ZIP code location of 40 of the county cases is unknown.

"This county has boomed with population growth, and this is a ripple effect from it," said Deese, noting that her office has reached out to neighboring counties for help storing bodies.

Hospital stress

COVID-19 hospitalizations climbed again Tuesday, with DHEC reporting 2,344 across the state, which surpassed the state record of 2,155 that was set Monday.

And 447 of those COVID-19 patients are now in intensive care units and a record 241 are on ventilators, according to DHEC.



Lancaster County Coroner Karla Deese assists Cricket Harper with the hood of his protective suit.

More than 26% of all state hospital patients are currently being treated for COVID-19. Tuesday was the first time coronavirus patients have made up more than a quarter of all those hospitalized in South Carolina.

The local emergency room went on EMS diversion for about six hours Monday, said Ashley Shannon, spokeswoman

quality care possible," Shannon said.

EMS overload

During the diversion, local EMS brought in additional staff to help transport patients to Chester, Camden, downtown Charlotte and Pineville, said county EMS Director Clay Catoe.

"It's happening everywhere, not just with us. I would've brought in another crew if we would've had a truck to put them in. At times, there are more patients than there are beds, and supply isn't keeping up with demand. It's happening everywhere around us," Catoe said.

In looking at the latest call data, Catoe said the county ambulances responded to 1,560 calls in December 2020, compared to 1,571 calls in 2019.

But many of the calls, he said, are more complicated due to COVID-19.

And those calls are becoming more challenging than ever, said April Varnadore. A paramedic and training officer for Lancaster County EMS, Varnadore is a 22-year veteran of emergency services.

"We teach and train about epidemics and pandemics all the time, but you never thought in a million years you'd have

to live through one." Varnadore said, noting that paramedics can no longer jump from an ambulance and run inside a house.

"You have to suit up. One of the biggest challenges we face is when you go on the bad calls where someone is unconscious or in cardiac arrest. Family members get upset because you have to take time to put on PPE [personal protection equipment] because someone in there is COVID positive," she said.

Benjamin Ward, a firefighter with Lancaster County Fire Rescue, said



Varnadore



Ward

Tuesday that first responders are even wearing face masks and trying to social distance when possible at wreck scenes.

The West Virginia native has been a firefighter for nine years, including four years with the local fire rescue.

"You do it anytime you're in close contact with people. It's another challenge you weren't expecting in this line of work, but you have to deal with it as it comes," Ward said.

Follow reporter Greg Summers on Twitter @GregSummersTN or contact him at (803) 283-1156

News Briefs

County planning commission meets
The Lancaster County

administration Building, 101 N. Main St., Lancaster.
Historical

meet at 6 p.m. Jan. 19 in council chambers at the Lancaster County Administration Building, 101 N.

p.m. Jan. 20 at Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land.

If You Received A Bargain Hunt Store Receipt That Showed More Than The Last 5 Digits Of Your Credit/Debit Card Number, Your Rights May Be Affected By A Class Action Settlement.

What is this lawsuit about? The lawsuit alleges that customers who used a credit or debit card at Bargain Hunt stores were provided with electronically printed customer receipts which had more than the last five digits of their card number printed on the receipt. Bargain Hunt denies any wrongdoing but is settling the claims in this lawsuit.

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What are my rights? Submit A Claim - You Court, plus Settlement Class Representative Incentive can get up to \$150 from the Settlement. To be eligible for any money, you must submit an updated information will be posted on the Settlement Class Form by March 22, 2021 along with:

- (1) An original or copy of a receipt from any Bargain Hunt store between August 1, 2016 and June 30, 2017 showing more than the last 5 digits of your credit/debit card number; or
- (2) An original or copy of your credit/debit card statement showing your first and last name, and a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

Visit FacilitySettlement.com for more details on benefits available and how to submit a claim.

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This is a summary notice only. For more information about the Settlement, including the Long Form Notice and Claim Form, please visit FacilitySettlement.com or write Bargain Hunt Settlement, PO Box 42544, Philadelphia, PA 19101-2545 or call 1-833-913-4271.

Daniel Brown Selected as Finalist for US Senate Youth Program

The South Carolina Department of Education announced South Carolina's 11 finalists for the United States Senate Youth Program on December 22, 2020. Among the finalists for this prestigious program was Daniel Brown, a student at Blythewood High School.

Remark on Brown's selection as a finalist, Blythewood High School Principal Matt Sherman said, "Daniel is an outstanding young man who is so deserving of this honor! Well done sir!"

The United States Senate Youth Program was created in 1962 by Senate

Resolution 324 to increase young Americans' understanding of the interrelationships of the three branches of government, the caliber and responsibilities of federally elected and appointed officials, and the vital importance of democratic decision making not only for America but for people around the world.

Two high school juniors or seniors and two alternatives are selected annually from each state, the District of Columbia and the Department of Defense Education Activity to serve as delegates to Washington Week.

The program usually takes place during the first or second week of March each year in the nation's capital, but will be held in an immersive and interactive online format during March of 2021. The 104 student delegates also receive a \$10,000 undergraduate college scholarship with encouragement to continue their studies in government and history.

The two selectees from South Carolina as well as the two alternates will be announced in February.



Daniel Brown
Blythewood High School

Richland Two Black History Month Awardee Nominations Being Accepted

Richland School District Two's Division of Diversity and Multicultural Inclusion is celebrating Black History Month 2021. Continuing the theme of "Pathways to Purpose, Inspiring the Future" for 2021, throughout the month they will highlight The Black Family. Individuals from the Richland Two community who have demonstrated unique and significant contributions to Black history and culture will again be recognized this year.

The selected nominees will be featured on social media and the district's website

from the following categories: February 1-7 - Art and Music; February 8-14 - Education; February 15-21 - Public Service (Government, Faith-Based, Military and Social Justice); February 22-28 - Health, Science, Technology, and Engineering.

Selected nominees will also be featured at the Annual Black History Month Reception and Program on Monday, February 22, 2021, 6:00 P.M., at Richland Two Institute of Innovation (R2I2) Conference Center or in a virtual event that will premiere at that time if there are restrictions on live events

due to the COVID pandemic.

Nomination Criteria and Requirements are as follow: Individuals should be Richland Two employees, graduates, community members or persons who have significant contact with Richland School District Two. Individuals who have made contributions to at least one of the following categories: art and music; education; public service; and health, science, technology or engineering.

A Biography of the nominee (no more than 250 words) must be included as well as a head shot, or photo of the nominee. No

selfies, please. Photos may be emailed directly to hgrant@richland2.org.

Nominations with the required information must be submitted by January 13, 2021. Late nominations will not be accepted. Nominations do not guarantee selection for this year's celebration. Honorees will be notified of selection by January 22, 2021.


For additional information, please contact: Dr. Helen Grant at hgrant@richland2.org or by calling 803-738-3327 or Mrs. Cheyenne Krause at skrause@richland2.org or by calling 803-738-3339.

Please do not forget the Christian Assistance Bridge!

CAB is always in need of:

- CANNED MEAT
- CEREAL (dry, oatmeal, grits, cream of wheat)
- PEANUT BUTTER & JELLY
- PASTA & PASTA SAUCE
- CANNED FRUIT
- TOILETRIES (soap, shampoo, toothpaste, toothbrush, lotion, washcloth, shaving cream, and razors)

Other non-perishable and non-expired food items are also always welcome. Please bring items to CAB during their operating hours, Monday and Thursday from 9 am-1 pm, at 126 Blythewood Road or contact them by email at info@christianassistance-bridge.com or by calling (803) 786-1903 to make other arrangements.



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Please refer to the enclosed notice of class action.

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FactaReceiptSettlement.com

1-833-913-4211

It happened at Our House

Our house was broken into and ransacked last week. The vandalism and violence played out on video screens worldwide.

Guns were drawn. Shots were fired. People died.

Editor's Column



Don Worthington is editor of the Progressive Journal.

Most of us watched, helpless. We wanted to call 911 but didn't. Perhaps, at best, we would get a message that all 911 operators were busy.

At worst, no one would answer the phone. Some of our friends had warned us this was possible. After all, there had been a summer of riots and lawlessness.

We took comfort that those events were far away from our house. Even the riots in Washington, D.C. seemed appropriately distant.

Our memories clouded our judgment.

After all, our house is the place we gather for the July 4 picnic in the backyard, complete with live music and fireworks.

Or, we remember walking up the long series of steps at the back of the house, pausing at the top for a panoramic view of Washington, D.C.

The best thing about that walk



Tim Scott

"Though the mountains be shaken and the hills be removed, yet my unfailing love for you will not be shaken nor my covenant of peace be removed," says the Lord, who has compassion on you." Isaiah 54:10

As we were first taken to a secure location yesterday, anxiety and tensions were high (and rightfully so). With the entire Senate together, a rarity, I stood up and asked my colleagues to join in prayer. Chaplain Black led us in that calming moment.

We can, and will, disagree on issues, but the only way we'll move our nation forward is with a united purpose to serve the American people. Yesterday was a tough day for our country, but we must use it to strengthen us - not further divide a nation on edge.

was that for many years you didn't need a key or a password to enter our house. A friendly nod of the head was all that was asked.

We also hoped our house rules would protect us.

For years, our house has been a place of debate.

We have hosted patriots and cowards, as well as bigots/racists and gentle souls.

People of all political persuasions have spoken before us.

Our debates are often loud and divisive.

Our house rules are one of laws and order. At the end of the day we put down our differences and agree to disagree. Sometimes, we find ways to compromise.

Sadly, the overwhelming emotion last week was anger.

In days to come, we will spend

much time examining the events of last week.

Changes will be made at our house. It will become more difficult to visit our house.

The changes won't change the images we will remember.

One of the more powerful images showed members of the House of Representatives pausing to pray with their chaplain amid the chaos.

At the darkest moment in the history of our house, they prayed - and then went back to work with a long-held mission, to be one nation, under God, with liberty and justice, for all.

History has recorded each step, each misstep on that journey.

Hopefully history will record that we will continue to make progress on that mission - at our house.

Central 1-1 3-1
Cheraw 2-2 2-7
North Central 1-2 1-3
Buford 1-4 3-4
Chesterfield 0-3 0-4

Central at Cheraw
Jan. 15
Chesterfield at North Central
Cheraw at Latta
Central at York Prep
McBee at CA Johnson

Girls Basketball

Jan. 5.
Legion Collegiate Academy 67, Central 25

Region 4-AA standings
Andrew Jackson 1-0 2-3
Chesterfield 3-0 4-1
LCA 3-1 3-3
Buford 2-1 4-1

York Prep 2-2 2-6
Central 0-1 0-2
North Central 0-2 0-5
Cheraw 0-4 0-8

Obituary

Joseph M. Yarborough, 87

PAGELAND - Joseph M. Yarborough, 87, died Saturday, Jan. 9, 2021.

He was the son of the late Joseph Malcolm Yarborough Sr. and Viola Hicks Yarborough. He was married to Betty JoAnne Yarborough.

Survivors include his

wife of Pageland; son, Mike Yarborough of Pageland; and sister, Sara Yarborough Deese of Sumter.

Per the family's request, there are private cremation arrangements.

Memorials may be made to the charity of one's choice.

Baumgartner Funeral Home of Pageland is in charge.

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SANITATION SCHEDULE FOR TOWN OF PAGELAND FOR THE WEEK OF JANUARY 18-22, 2021

Monday's normal schedule will be picked up Tuesday.

Tuesday's normal schedule will be picked up Wednesday.

Wednesday's and Thursday's normal schedule will be picked up Thursday.

Legacy

continued from the front

in place.

Fifth District Congressman Ralph Norman, a Rock Hill Republican, was in the House chamber during the debate on the Electoral College results when "all hell broke loose."

The lawmakers were debating GOP objections to Arizona's electors for President-elect Joe Biden.

"It was surreal," Norman said Friday, noting that the sounds of glass shattering echoed throughout the House.

"You could hear the roar of the crowd. It was faint, and as it got closer, it got louder. We knew something was up when they came and got all the leadership out," Norman said. "And when they told us to hit the floor, we knew it was on."

"It's just sad," said Norman, condemning the violence that led to guns being drawn by security on the House and Senate floors to protect lawmakers.

Mulvaney said he has little doubt that Trump's

refusal to agree to a peaceful transition to the Biden administration led to the riot.

"And if he had done that six weeks ago... my guess is both seats in Georgia would still be Republican," Mulvaney said, referring to the U.S. Senate runoff results won this week by two Democrats. That vote swings control of the chamber to the Democratic Party.

The House and Senate eventually were evacuated, with those inside taken to more secure locations until the melee was quelled.

Norman said that rioters who breached the building and jeopardized the lives of everyone must be held responsible.

"This is totally unacceptable," Norman said.

Congress went back into session late Wednesday night and worked until a 4 a.m. Thursday to finish its work.

While some members of Congress lifted their objections to the Electoral College results in four states, Norman said he was not one of them.

He defended his right to challenge the certification process, which he said cast doubt on the outcome of the 2020 presidential election.

Lindsey Graham

Sen. Lindsey Graham of South Carolina, a staunch Trump ally who resoundingly broke away from the president during his Senate speech, was accosted by a small crowd of Trump supporters Friday at Reagan International Airport.

They surrounded Graham, calling him "traitor" and "liar" for abandoning Trump's fight to retain office. Graham told his fellow lawmakers that Biden was "lawfully elected" and it was time to move on.

"Trump and I, we've had a hell of a journey," Graham told lawmakers. "I hate it to end this way. Oh my God, I hate it. From my point of view he's been a consequential president" but Wednesday's riot will be the first thing he is remembered for.

"It is over," he said. "Joe Biden and Kamala Harris are lawfully elected and

will become the president and the vice president of the United States on Jan. 20."

History's view

At the end of all this turmoil, Mulvaney said, the winner is the Constitution, noting that "it didn't bend or break."

He said Trump's behavior has changed a lot since Mulvaney left the White House last March.

"The president I worked for is the president who put out the Tweet overnight that said as frustrated as he was, he was going to continue to try to investigate, but there would be a peaceful transition," he said. "That's what I expected six weeks ago, though it was too little, too late."

Mulvaney said Trump's actions Wednesday will stand out in history above the president's many accomplishments in office.

"We had a lot of successes - more people working in this country than ever before, no new foreign wars... But all of that went away. Now the legacy is I worked for the guy who encouraged the riot."

If You Received A Bargain Hunt Store Receipt That Showed More Than The Last 5 Digits Of Your Credit/Debit Card Number, Your Rights May Be Affected By A Class Action Settlement.

Please read this notice carefully.

What is this lawsuit about? The lawsuit alleges that customers who used a credit or debit card at Bargain Hunt stores were provided with electronically printed customer receipts which had more than the last five digits of their card number printed on the receipt. Bargain Hunt denies any wrongdoing but is settling this lawsuit.

Who is included in the Settlement? You are included in the Settlement if you used your personal credit or debit card at any Bargain Hunt store and you were provided with an electronically printed customer receipt between August 1, 2016 and June 30, 2017 that shows more than the last 5 digits of your card number.

What are my rights? Submit A Claim - You can get up to \$100 from the Settlement. To be eligible for any money, you must submit a signed statement showing your first and last name, and a barcode from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

This is a summary notice only for more information about the Settlement, including the long form Notice and Claim Form, please visit www.BargainHuntSettlement.com or write Bargain Hunt Settlement, PO Box 42540, Philadelphia, PA 19101-2540 or call 1-800-913-4213.

Do Nothing - If you do nothing, you will remain in the Settlement, but you will not receive any money from the Settlement, and you will be bound by the order and judgment of the Court and give up your rights to sue for the claims resolved by this Settlement. Object - You can stay in the Settlement and object to the Settlement. Your objection must be mailed to the Settlement Administrator on or before February 5, 2021. Exclude Yourself - If you do not want to be legally bound by the Settlement and you want to preserve your right to sue about the claims resolved by this Settlement, you must request to be excluded on or before February 5, 2021. If you exclude yourself, you will not receive any money from this Settlement.

The parties will request a Hearing before the Honorable Judge Rudy P. Pearson, Division 2, on April 1, 2021, at 10:00 a.m. to decide whether to approve the Settlement and to award attorneys' fees and expenses to the Settlement Class Counsel appointed by the Court, plus Settlement Class Representative fees.

What are my rights? Submit A Claim - You can get up to \$100 from the Settlement. To be eligible for any money, you must submit a signed statement showing your first and last name, and a barcode from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

This is a summary notice only for more information about the Settlement, including the long form Notice and Claim Form, please visit www.BargainHuntSettlement.com or write Bargain Hunt Settlement, PO Box 42540, Philadelphia, PA 19101-2540 or call 1-800-913-4213.

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Progressive Journal

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DEADLINES

All display advertising 5 p.m. Wednesday
All news 5 p.m. Thursday
Calendar notices 3 p.m. Friday
Classified line advertising 11 a.m. Monday

The views reflected in the letters to the editor and guest columns are not those of the newspaper.

The Progressive Journal is published weekly on Tuesday by Landmark Community Newspapers of South Carolina, Inc. Subscriptions are \$12.99/3 months, \$21.99/6 months, \$36.99/year in Chesterfield County; \$16.99/3 months, \$29.99/6 months, \$51.99/year outside of Chesterfield County; and \$20.99/3 months, \$34.99/6 months, \$61.99/year out-of-state subscriptions. Due to the premium nature and increased production and distribution cost of Special Editions, subscribers will incur a nominal additional charge of \$1-2. Periodicals postage is paid at Pageland Post Office. Address changes should be mailed to: P.O. Box 218, Pageland, S.C. 29728.

EXHIBIT 3

DISPLAY BANNER ADS

**Bargain Hunt**

IF YOU GOT A BARGAIN HUNT STORE RECEIPT
Showing More than the Last 5 Digits of Your Credit/Debit Card Number

You could receive benefits from a Settlement.



Learn More!

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If you got a Bargain Hunt store receipt showing more than the last 5 digits of your credit card or debit card number, you could receive benefits from a Settlement.

EXHIBIT 4

If You Received A Bargain Hunt Store Receipt That Showed More Than The Last 5 Digits Of Your Credit/Debit Card Number, Your Rights May Be Affected By A Class Action Settlement

Para información en español, visite el sitio web

NEWS PROVIDED BY

Mitchell Silberberg & Knupp LLP →

Dec 26, 2020, 14:15 ET

LOS ANGELES, Dec. 26, 2020 /PRNewswire/ -- The following statement is being issued Mitchell Silberberg & Knupp LLP regarding the Bargain Hunt Store Receipt Settlement.

What is this lawsuit about?

The lawsuit alleges that customers who used a credit or debit card at Bargain Hunt stores were provided with electronically-printed customer receipts which had more than the last five digits of their card number printed on the receipt. Bargain Hunt denies any wrongdoing but is settling the claims in this lawsuit.

Who is included in the Settlement?

You are included in the Settlement if you used your personal credit or debit card at any Bargain Hunt store and you were provided with an electronically-printed customer receipt between August 1, 2016 and June 30, 2017 that shows more than the last 5 digits of your card number.

What are my rights?

Submit A Claim - You can get **up to \$100** from the Settlement. To be eligible for any money, you must submit a Claim Form by **March 22, 2021** along with:

1. An original or copy of a receipt from any Bargain Hunt store between August 1, 2016 and June 30, 2017 showing more than the last 5 digits of your credit/debit card number; or
2. An original or copy of your credit/debit card statement showing your first and last name, and a purchase from any Bargain Hunt store between August 1, 2016 and June 30, 2017.

Visit **FactaReceiptSettlement.com** for more details on benefits available and how to submit a claim.

Do Nothing – If you do nothing, you will remain in the Settlement, but you will not receive any money from the Settlement, and you will be bound by the orders and judgment of the Court and give up your rights to sue for the claims resolved by this Settlement.

Object – You can stay in the Settlement and object to the Settlement. Your objection must be mailed to the Settlement Administrator **on or before February 5, 2021**.

Exclude Yourself – If you do not want to be legally bound by the Settlement and you want to preserve your right to sue about the claims released by this Settlement, you must request to be excluded **on or before February 5, 2021**. If you exclude yourself, you will not receive any money from this Settlement.

The parties will request a Fairness Hearing before the Honorable Judge Andy Prather, Division 2, on **April 1, 2021, at 10:00 a.m.** to decide whether to approve the settlement and to award attorneys' fees and expenses to the Settlement Class Counsel appointed by the Court, plus Settlement Class Representative incentive awards. If the hearing date/location changes, the updated information will be posted on the settlement website. Applicable pleadings will be posted on the website below after they are filed. You may attend this hearing, but you do not have to. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

This is a summary notice only. For more information about the Settlement, including the Long Form Notice and Claim Form, please visit **FactaReceiptSettlement.com** or write Bargain Hunt Settlement, PO Box 42546, Philadelphia, PA 19101-2546 or call 1-833-913-4213.

FactaReceiptSettlement.com

1-833-913-4213

SOURCE Mitchell Silberberg & Knupp LLP



Related Links

<http://www.factareceiptsettlement.com/>









































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Total Exact Matches: **94**





























Total Potential Audience: **145,145,293**































Logo	Outlet Name	Location	Source Type	Industry	Potential Audience
	AP NEWS [The Associated Press] Online  View Release	United States	News & Information Service	Media & Information	45,596,100 ^[1] visitors/month
	Yahoo! Finance Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	45,027,894 ^[1] visitors/month
	MarketWatch Online  View Release	United States	Online News Sites & Other Influencers	Financial	27,296,448 ^[1] visitors/month
	Seeking Alpha Online  View Release	United States	Online News Sites & Other Influencers	Financial	7,479,269 ^[1] visitors/month
	PR Newswire Online  View Release	Global	PR Newswire	Media & Information	7,187,062 ^[1] visitors/month



























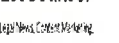



	Benzinga Online  View Release	United States	Online News Sites & Other Influencers	Financial	4,919,014 ^[1] visitors/month
	Morningstar Online  View Release	Global	Financial Data, Research & Analytics	Financial	2,598,868 ^[1] visitors/month
	WFMJ-TV NBC-21 [Youngstown, OH] Online  View Release	United States	Broadcast Media	Media & Information	1,104,285 ^[1] visitors/month
	StockHouse.com Online  View Release	Canada	News & Information Service	Financial	417,949 ^[1] visitors/month
	KTVN-TV CBS-2 [Reno, NV] Online  View Release	United States	Broadcast Media	Media & Information	411,129 ^[1] visitors/month
	WBOC-TV CBS-16 [Salisbury, MD] Online  View Release	United States	Broadcast Media	Media & Information	309,474 ^[1] visitors/month
	Daily Journal [Tupelo, MS] Online  View Release	United States	Newspaper	Media & Information	287,850 ^[1] visitors/month
	KPVI-TV NBC-6 Online  View Release	United States	Broadcast Media	Media & Information	120,331 ^[1] visitors/month
	FinancialContent - PR Newswire Online  View Release	United States	Financial News Service	Media & Information	117,187 ^[1] visitors/month
	WRAL-TV CBS-5 [Raleigh, NC] Online  View Release	United States	Broadcast Media	Media & Information	117,187 ^[1] visitors/month
	Townhall Finance Online  View Release	United States	Financial News Service	Media & Information	117,187 ^[1] visitors/month
	Tamar Securities Online  View Release	United States	Online News Sites & Other Influencers	Financial	117,187 ^[1] visitors/month
	IBTimes Online  View Release	United States	Newspaper	Media & Information	117,187 ^[1] visitors/month
	Rockford Register Star [Rockford, IL] Online  View Release	United States	Newspaper	Media & Information	117,187 ^[1] visitors/month

	Great American Financial Resources Online  View Release	United States	News & Information Service	Financial	117,187 ^[1] visitors/month
	Franklin Credit Management Online  View Release	United States	Online News Sites & Other Influencers	Financial	117,187 ^[1] visitors/month
	Value Investing News Online  View Release	United States	Financial News Service	Financial	117,187 ^[1] visitors/month
	Dow Theory Letters Online  View Release	United States	Banking & Financial Institutions	Financial	117,187 ^[1] visitors/month
	Daily Penny Alerts Online  View Release	United States	Online News Sites & Other Influencers	Financial	117,187 ^[1] visitors/month
	Benefit Plans Administrative Services Online  View Release	United States	Online News Sites & Other Influencers	Financial	117,187 ^[1] visitors/month
	Ascensus Online  View Release	United States	Online News Sites & Other Influencers	Financial	117,187 ^[1] visitors/month
	1st Discount Brokerage Online  View Release	United States	Financial News Service	Financial	117,187 ^[1] visitors/month
	WICZ-TV FOX-40 [Binghamton, NY] Online  View Release	United States	Broadcast Media	Media & Information	109,406 ^[1] visitors/month
	One News Page Global Edition Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	109,138 ^[1] visitors/month
	WRDE-TV CBS [Milton, DE] Online  View Release	United States	Broadcast Media	Media & Information	85,170 ^[1] visitors/month
	Canadian Insider Online  View Release	Canada	Financial News Service	Financial	83,713 ^[1] visitors/month
	Suncoast News Network [Sarasota, FL] Online  View Release	United States	Broadcast Media	Media & Information	76,617 ^[1] visitors/month
	Tracy Press [Tracy, CA] Online  View Release	United States	Newspaper	Media & Information	72,631 ^[1] visitors/month
	Spoke Online  View Release	United States	News & Information Service	Business Services	45,685 ^[1] visitors/month

	ThePress.net Online  View Release	United States	Newspaper	Media & Information	42,324 ^[1] visitors/month
	Insider Tracking Online  View Release	Canada	Financial News Service	Financial	24,073 ^[1] visitors/month
	The Daily Press [St. Marys, PA] Online  View Release	United States	Newspaper	Media & Information	17,728 ^[1] visitors/month
	Daily Herald [Chicago, IL] Online  View Release	United States	Newspaper	Media & Information	15,165 ^[1] visitors/month
	NewsBlaze US Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	8,243 ^[1] visitors/month
	Ridgway Record [Ridgway, PA] Online  View Release	United States	Newspaper	Media & Information	5,969 ^[1] visitors/month
	One News Page United States Edition Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	5,047 ^[1] visitors/month
	Ask.com Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	4,312 ^[1] visitors/month
	Oklahoman [Oklahoma City, OK] Online  View Release	United States	Newspaper	Media & Information	3,383 ^[1] visitors/month
	Ticker Technologies Online  View Release	United States	Financial News Service	Financial	3,377 ^[1] visitors/month
	Buffalo News [Buffalo, NY] Online  View Release	United States	Newspaper	Media & Information	2,802 ^[1] visitors/month
	Latin Business Today Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	2,654 ^[1] visitors/month
	The SPIRIT Online  View Release	United States	Newspaper	Media & Information	2,412 ^[1] visitors/month
	Minyanville Online  View Release	United States	Online News Sites & Other Influencers	Financial	1,920 ^[1] visitors/month
	Pittsburgh Post-Gazette [Pittsburgh, PA] Online  View Release	United States	Newspaper	Media & Information	1,682 ^[1] visitors/month

	KJUN-TV / KFOL-TV HTV10 [Houma, LA] Online  View Release	United States	Broadcast Media	Media & Information	1,616 ^[1] visitors/month
	myMotherLode.com [Sonora, CA] Online  View Release	United States	Newspaper	Media & Information	1,600 ^[1] visitors/month
	Starkville Daily News [Starkville, MS] Online  View Release	United States	Newspaper	Media & Information	1,546 ^[1] visitors/month
	The Observer News Enterprise [Newton, NC] Online  View Release	United States	Newspaper	Media & Information	1,291 ^[1] visitors/month
	The Chronicle Journal [Thunder Bay, ON] Online  View Release	Canada	Newspaper	Media & Information	1,159 ^[1] visitors/month
	Jotup Online  View Release	Global	Online News Sites & Other Influencers	Business Services	1,119 ^[1] visitors/month
	Magazines Today Online  View Release	Global	Trade Publications	Media & Information	1,030 ^[1] visitors/month
	Stocks News Feed Online  View Release	United States	Online News Sites & Other Influencers	Financial	1,011 ^[1] visitors/month
	Big Spring Herald [Big Spring, TX] Online  View Release	United States	Newspaper	Media & Information	937 ^[1] visitors/month
	Daily Times Leader [West Point, MS] Online  View Release	United States	Newspaper	Media & Information	895 ^[1] visitors/month
	The Pilot News [Plymouth, IN] Online  View Release	United States	Newspaper	Media & Information	839 ^[1] visitors/month
	Valley City Times-Record [Valley City, ND] Online  View Release	United States	Newspaper	Media & Information	708 ^[1] visitors/month
	The Morning News [Blackfoot, ID] Online  View Release	United States	Newspaper	Media & Information	686 ^[1] visitors/month
	The Evening Leader [St. Marys, OH] Online  View Release	United States	Newspaper	Media & Information	674 ^[1] visitors/month

	Minster Community Post [Minster, OH] Online  View Release	United States	Newspaper	Media & Information	673 ^[1] visitors/month
	Milpitas Info [Milpitas, CA] Online  View Release	United States	Newspaper	Media & Information	665 ^[1] visitors/month
	The Post and Mail [Columbia City, IN] Online  View Release	United States	Newspaper	Media & Information	661 ^[1] visitors/month
	Borger News Herald [Borger, TX] Online  View Release	United States	Newspaper	Media & Information	623 ^[1] visitors/month
	The Kane Republican [Kane, PA] Online  View Release	United States	Newspaper	Media & Information	609 ^[1] visitors/month
	The Punxsutawney Spirit [Punxsutawney, PA] Online  View Release	United States	Newspaper	Media & Information	595 ^[1] visitors/month
	ProfitQuotes Online  View Release	United States	Financial News Service	Financial	568 ^[1] visitors/month
	El Popular [Bakersfield, CA] Online  View Release	United States	Newspaper	Multicultural & Demographic	554 ^[1] visitors/month
	The Saline Courier [Benton, AR] Online  View Release	United States	Newspaper	Media & Information	541 ^[1] visitors/month
	Sweetwater Reporter [Sweetwater, TX] Online  View Release	United States	Newspaper	Media & Information	525 ^[1] visitors/month
	Metals Channel Online  View Release	United States	News & Information Service	Industrial	521 ^[1] visitors/month
	Access News Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	414 ^[1] visitors/month
	Wapakoneta Daily News [Wapakoneta, OH] Online  View Release	United States	Newspaper	Media & Information	409 ^[1] visitors/month
	The Antlers American [Antlers, OK] Online  View Release	United States	Newspaper	Media & Information	381 ^[1] visitors/month
	The Deer Park Tribune [Deer Park, WA] Online  View Release	United States	Newspaper	Media & Information	336 ^[1] visitors/month

	Winslow, Evans & Crocker Online  View Release	United States	Online News Sites & Other Influencers	Financial	322 ^[1] visitors/month
	Malvern Daily Record [Malvern, AR] Online  View Release	United States	Newspaper	Media & Information	291 ^[1] visitors/month
	Poteau Daily News [Poteau, OK] Online  View Release	United States	Newspaper	Media & Information	285 ^[1] visitors/month
	Mammoth Times [Mammoth Lakes, CA] Online  View Release	United States	Newspaper	Media & Information	277 ^[1] visitors/month
	Forefront Media News Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	247 ^[1] visitors/month
	Manhattanweek Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	215 ^[1] visitors/month
	Inyo Register [Bishop, CA] Online  View Release	United States	Newspaper	Media & Information	185 ^[1] visitors/month
	Decatur Daily Democrat [Decatur, IN] Online  View Release	United States	Newspaper	Media & Information	145 ^[1] visitors/month
	Fat Pitch Financials Online  View Release	United States	Online News Sites & Other Influencers	Financial	112 ^[1] visitors/month
	SOGOTRADE Online  View Release	United States	News & Information Service	Financial	64 ^[1] visitors/month
	Invertir USA Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	63 ^[1] visitors/month
	My Silly Little Gang Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	60 ^[1] visitors/month
	1stCounsel Online  View Release	United States	Online News Sites & Other Influencers	Policy & Public Interest	50 ^[1] visitors/month
	Tactics Magazine for Shopping Centers Online  View Release	Canada	Trade Publications	Retail & Consumer	49 ^[1] visitors/month
	Folsom Local News [Folsom, CA] Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	Not Available



Mystery Shopping Teacher
Online  View Release

United
States

Blog

Retail & Consumer

Not Available

*Data sources:

[1]

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[2] Alexa, [3] siteworthtraffic.com [4] Cision Digital

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