

ALIANO v. AIRGAS USA, LLC

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU MADE A PURCHASE FROM AN AIRGAS RETAIL STORE IN THE UNITED STATES BETWEEN APRIL 4, 2011 AND AUGUST 28, 2012 USING A PERSONAL CREDIT OR DEBIT CARD, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT

- The settlement resolves a lawsuit over whether Defendants violated certain requirements imposed by the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681, *et seq.* (“FACTA”). This settlement avoids the future costs and risks associated with continuing litigation, and entitles consumers like you to submit a claim for a **\$30.00 check** (“Settlement Benefits”).
- Your legal rights are affected whether you act or not. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	The only way to get Settlement Benefits (a \$30.00 check).
EXCLUDE YOURSELF	Receive no Settlement Benefits but retain your right to sue 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	Receive no Settlement Benefits. Give up your rights to sue about the legal claims in this case.

- 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. Settlement Benefits will be distributed if the court approves the settlement and after appeals, if any, are resolved. Please be patient.

1. What is this lawsuit about?

Mario Aliano and Nguyen Buren (“Plaintiffs”), on behalf of all members of the Class, have asserted that Airgas USA, LLC and Airgas, Inc. (“Defendants”) violated certain requirements imposed by FACTA. Specifically, Plaintiffs allege that Defendants printed the expiration date of credit or debit cards on receipts (Delivery Orders) provided to Class members, and that such actions were in violation of FACTA. Plaintiffs have not alleged any actual monetary damage, but seek only statutory damages available under FACTA. In the absence of actual monetary damages, in order for Plaintiffs to prevail, the court would have to find that Defendants willfully violated FACTA. Defendants deny any liability or wrongdoing. The parties have entered into a Class Action Settlement Agreement and Release (“Settlement Agreement”) in an effort to resolve this lawsuit without the need for a trial. For more information, you may contact Plaintiffs’ attorneys (“Class Counsel”) at (312) 440-0020.

2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiffs) sue on behalf of a group of people who have similar claims. The people with similar claims are a Class or Class members. One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

3. Why is there a settlement?

The court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they would have prevailed at a trial. Defendants think that they would have prevailed at a trial. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will receive compensation. The Class Representatives and their attorneys think the settlement is best for all Class members.

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

Everyone who fits the following description is a member of the Class:

All individuals to whom Defendants or a Defendant Affiliate provided an electronically printed receipt (Delivery Order) at the point of sale or transaction, in a transaction occurring in the United States between April 4, 2011 and August 28, 2012, which receipt (Delivery Order) displays the expiration date of the individual's personal credit card or debit card. Excluded from the Settlement Class are Defendants, their officers, employees, and attorneys; and transactions conducted with business credit or debit cards.

5. What does the settlement provide?

Class members can submit a claim to receive a \$30.00 check. No Class member will be entitled to more than one \$30.00 check, regardless of the number of receipts (Delivery Orders) that may have contained the expiration date of the Class member's debit or credit card or that are claimed by the Class member.

The Settlement Agreement requires, among other things, that the Defendants will also pay: (a) \$5,000 paid to each of the two named Plaintiffs for their individual claims and their services as Class Representatives; (b) up to \$1,100,000 to Class Counsel for attorneys' fees and costs; and (c) costs for notifying Class members of the settlement, administering the settlement and distributing Settlement Benefits. These payments are separate from and in addition to the Settlement Benefits that Defendants will pay to Class members.

6. How can I get a Settlement Benefit?

You must submit a completed claim form by **May 1, 2015**. You can go to www.ExpirationDateSettlement.com to submit a claim online or download a claim form to submit by mail, or you can call the toll-free number at 1-877-889-1995 to have a claim form mailed to you. In any case your claim form must be submitted (or postmarked, if mailed) by **May 1, 2015**. You can also submit a claim telephonically by calling the toll-free number at 1-877-889-1995 by **May 1, 2015**.

7. When would I get my Settlement Benefit?

The Court will hold a hearing on **May 29, 2015 at 11:00 a.m.** at the Circuit Court of Cook County, 50 West Washington Street, Courtroom 2102, Chicago, IL 60602, to decide whether to finally approve the settlement. If the Court approves the settlement, a Class member may appeal the decision, which could take more than a year to resolve. Please be patient. If the Court approves the settlement and nobody appeals the settlement, Settlement Benefits will be distributed within 51 days of the Court's approval.

8. What am I giving up to get Settlement Benefits and stay in the Class?

Unless you exclude yourself, you will remain in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in *this lawsuit*. It also means that all of the Court's orders will apply to you and legally bind you.

9. Can I exclude myself from the Class?

Yes. If you do not want to participate in the settlement or receive any Settlement Benefits, you must notify the Class Settlement Administrator in writing of your intention to be excluded (opt out). Your election to opt out must contain the following information: your name, your current address, your signature, a statement clearly stating words to the effect of "I want to be excluded from the *Aliano v. Airgas* Settlement", and the date. You must mail your exclusion request postmarked no later than **April 16, 2015** to the following:

***Aliano v. Airgas USA, LLC* Settlement Administrator
P.O. Box 43346
Providence, RI 02940-3346**

If you exclude yourself, you will not get any Settlement Benefits and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

10. How can I object to the settlement?

You can object to the settlement if you do not like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must submit a written objection with the caption *Aliano v. Airgas*, No. 14 CH 20024, that includes: (a) your full name and current address; (b) a signed declaration that you are a member of the Class and that identifies the Airgas store where you made the credit/debit card purchase using a personal (not a business) credit or debit card and approximate date of your purchase at the store; (c) documentary proof that you made a credit card or debit card purchase using a personal (not a business) credit or debit card at an Airgas store between April 4, 2011 and August 28, 2012; (d) the specific grounds for the objection; (e) all documents, writings, or evidence that you want the Court to consider; and (f) a notice of intention to appear, if any, at the Fairness Hearing. All written objections must be filed with the Court and postmarked no later than **April 16, 2015**. Any member of the Class who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this lawsuit or in any other action or proceeding. Any member of the Class not otherwise excluded who objects in the manner prescribed and whose objection is rejected by the Court remains a member of the Settlement Class and is bound by the terms and conditions of this Settlement Agreement. You must file your objection with the Clerk of the Circuit Court of Cook County, 50 West Washington St., Room 801, Chicago, IL 60602, and you must serve a copy of your objection on the attorneys for Plaintiffs or Defendants at the following addresses by **April 16, 2015**:

Thomas A. Zimmerman, Jr.
ZIMMERMAN LAW OFFICES, P.C.
77 West Washington, Suite 1220
Chicago, IL 60602

-or-

David S. Almeida
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLC
Three First National Plaza
70 West Madison Street, 48th Floor
Chicago, IL 60602

11. Do I have a lawyer in this case?

The Court appointed lawyers to represent you and all other Class members. These lawyers are called Class Counsel. They will be paid by Defendants separate from and in addition to the Settlement Benefits that Defendants pay to Class members. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel are:

Thomas A. Zimmerman, Jr.
Adam M. Tamburelli
Matthew C. De Re
ZIMMERMAN LAW OFFICES, P.C.
77 West Washington Street
Suite 1220
Chicago, Illinois 60602
(312) 440-0020

12. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement and that it should not be approved. You can object only if you stay in the Class. If the Court rejects your objection, you cannot thereafter exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court will hold a hearing (known as a “Fairness Hearing”) to decide whether to finally approve the settlement. The Fairness Hearing will be held on **May 29, 2015 at 11:00 a.m.** at the Circuit Court of Cook County, 50 West Washington St., Courtroom 2102, Chicago, IL 60602. At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing. The Fairness Hearing may be continued by order of Court without notice to you. The Court has preliminarily approved this settlement.

14. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary to hire a lawyer. You may ask the Court for permission to speak at the Fairness Hearing by sending a letter saying that it is your “Notice of Intention to Appear in *Aliano v. Airgas*.” Your letter must also include a reference to case number 14 CH 20024, your name, current address, telephone number and signature, and must state the identity of all attorneys representing you who will appear at the Fairness Hearing. You must file your letter with the Clerk of the Circuit Court of Cook County, 50 West Washington St., Room 801, Chicago, IL 60602, and you must serve a copy of your letter on the attorneys for Plaintiffs or Defendants at the addresses identified in Section 10 above by **April 16, 2015**. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.

15. What happens if I do nothing at all?

If you do nothing, and the Court approves the settlement, you will not get any Settlement Benefits but you will still be bound by the settlement. If you want Settlement Benefits, you must submit a claim form.

16. How do I get more information?

You may seek the advice and guidance of your own private attorney, at your own expense, if you desire; you may review the pleadings, records and other papers on file in this lawsuit, which may be inspected during regular business hours at the Circuit Court of Cook County, 50 West Washington Street, Room 801, Chicago, IL 60602; or you may contact Class Counsel at (312) 440-0020.

DO NOT CALL THE COURT WITH QUESTIONS

17. What if I move?

If you move between the time you submit a claim form and before you receive Settlement Benefits, please update your contact information with the Class Settlement Administrator (see below).

Class Settlement Administrator

***Aliano v. Airgas USA, LLC* Settlement Administrator
P.O. Box 43346
Providence, RI 02940-3346
1-877-889-1995**