

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

ROBERT O'BRIEN AND NICHOLAS MARTIN, INDIVIDUALLY, AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V.
PIZZA PANINOS, INC. D/B/A PANINO'S PIZZERIA, CASE NO. 10 CV 2991

**NOTICE OF CERTIFIED
CLASS ACTION SETTLEMENT**

To: All persons who used a credit or debit card at Panino's Pizza in Chicago, IL between June 3, 2008 and May 29, 2010 – YOU ARE ELIGIBLE TO RECEIVE A DISCOUNT OF TEN PERCENT (10%) FROM THE TOTAL OF THE PRE-TAX PURCHASE PRICE OF ANY DINE-IN, CARRY OUT AND/OR DELIVERY PURCHASE TRANSACTION MADE FROM PANINO'S PIZZA IN CHICAGO, IL, as set forth below.

Your rights may be affected by a lawsuit pending in the United States District Court for the Northern District of Illinois (the "Court"). Robert O'Brien and Nicholas Martin ("Plaintiffs"), on behalf of all members of the class, have alleged that Pizza Panino's, Inc. d/b/a Panino's Pizzeria ("Panino's") violated certain requirements imposed by the Fair and Accurate Credit Transactions Act ("FACTA"). Specifically, Plaintiffs claim that Panino's printed the expiration dates of its customers' credit or debit cards on guest receipts presented to them at Panino's Pizza in Chicago, IL, in violation of FACTA as specifically set forth in the Complaint on file and available at the Court at the Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois 60604. NEITHER PLAINTIFF NOR ANY CLASS MEMBER HAS SUSTAINED ANY ACTUAL MONETARY INJURY AS A RESULT OF THE ISSUES IN DISPUTE IN THIS LITIGATION. HOWEVER, THE SETTling PARTIES AGREE THAT FACTA PROHIBITS THE DISPLAY OF CREDIT OR DEBIT CARD EXPIRATION DATES ON CREDIT AND DEBIT CARD RECEIPTS PRESENTED TO CUSTOMERS AT THE POINT OF SALE.

Under the terms of the settlement, class members and any other member of the public making a dine-in, carry-out and/or delivery purchase transaction at or from the Defendant's restaurant in Chicago, IL shall receive an automatic discount of ten percent (10%) from the total pre-tax purchase price during any or all of twelve (12) Sale Events to be held over the course of one calendar year at Panino's Pizza in Chicago, IL. The Settlement also imposes certain other requirements and limitations, which are set forth in detail in the Settlement Agreement. The Court has appointed Thomas A. Zimmerman, Jr., as class counsel to represent the Plaintiff and the interests of the absent class members. The Court will hold a hearing in this case at **10:00 a.m. on August 16, 2011**, to consider whether to approve the settlement, a request by class counsel for attorneys' fees and costs in the amount of \$35,000, and a \$2,000 incentive award to each of the Class Representatives.

Class members and any other member of the public need only make a purchase (or multiple purchases) from Panino's Pizza in Chicago, IL during any or all of the Sale Events which will be advertised in the *Chicago Reader*, in the restaurant itself, and on Panino's website at <http://www.paninospizzeria.com>, and you will automatically receive a 10% discount from your purchase price.

If you elect to be excluded from the class, you will not be bound by the terms and releases of the settlement or judgment of dismissal and orders in the above-captioned action. Any class member who does not request to be excluded will automatically be included in this action as a member of the class represented by the Plaintiffs, will be subject to and deemed to consent to the jurisdiction of the Court and its orders, and will be deemed to have released and thereafter be forever barred from asserting against the released parties any claims covered by the Settlement Agreement.

If you do not wish to participate in this settlement, you must notify Class Counsel in writing of your intention to be excluded. Your election to opt-out must be signed by the class member opting-out and must contain the following information: (1) the name of the class member, (2) the current address of the class member, (3) the date signed, and (4) a copy of the Panino's customer's receipt(s). The letter must be postmarked on or before **July 11, 2011**, and must be addressed to the following: Thomas A. Zimmerman, Jr., ZIMMERMAN LAW OFFICES, P.C., 77 West Washington Street, Suite 1220, Chicago, IL 60602.

Only class members may object to the settlement, and persons who opt-out of the class may not object to the Settlement Agreement. Any class member who wishes to be heard orally at the Fairness Hearing, or who wishes for any objection to be considered, must file a written notice of objection by **July 11, 2011**, and include the following information with the objection: (1) a statement of the desire to be heard at the Fairness Hearing and/or a statement of each objection asserted, (2) a detailed description of the facts underlying each objection (if any); and (3) a copy of any documents which the objector may offer during the Fairness Hearing, including a copy of the receipt giving rise to your claims.

The objector must file the above documents with the Clerk of the Court at the Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois 60604, and serve notice of the objection to Thomas A. Zimmerman, Jr., ZIMMERMAN LAW OFFICES, P.C., 77 West Washington Street, Suite 1220, Chicago, IL 60602, as well as defense counsel, at the following address: Mark J. Mickiewicz, PURCELL & WARDROPE, CHTD., 10 S. LaSalle Street, Suite 1200, Chicago, IL 60603

This is only a summary of the circumstances surrounding the litigation, the claims asserted, the class, the Settlement, and related matters. For more detailed information, you may review a copy of the full Settlement Agreement, the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the Court.

If you wish to communicate with Class Counsel, you may do so by writing to Thomas A. Zimmerman, Jr., ZIMMERMAN LAW OFFICES, P.C., 77 West Washington Street, Suite 1220, Chicago, IL 60602; alternatively, you may call the offices of the firm at (312) 440-0020.

This notice is not to be construed as an expression of any opinion by the District Court with respect to the merits of the respective claims or defenses of the parties.

/s/ The Honorable Geraldine Soat Brown,
United States Magistrate Judge

IF YOU HAVE ANY QUESTIONS OR CONCERNS, ADDRESS ALL INQUIRIES IN THE MANNER SET FORTH ABOVE. THE COURT AND THE CLERK WILL NOT ANSWER LEGAL QUESTIONS FROM INDIVIDUAL CLAIMANTS. BY ISSUING THIS NOTICE, THE COURT EXPRESSES NO OPINION AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED IN THIS CIVIL ACTION. **PLEASE DO NOT CONTACT THE COURT.**