

Albert Viesse, et al. v. Saar's Inc., et al.

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release ("**Settlement**" or "**Agreement**") is entered into between plaintiff Albert Viesse ("**Viesse**" or "**Plaintiff**"), on behalf of himself and all others similarly situated, on the one hand, and defendant Saar's Inc. ("**Saar's**"), on the other hand, and their counsel of record. Viesse and Saar's are collectively referred to as the Parties.

RECITALS

1. On July 12, 2016, Albert Viesse, through his counsel, sent to Saar's a letter entitled Notice To Cease And Desist FACTA Violations; And Notice Of Intended Class Action Lawsuit. Enclosed with the July 12, 2016 letter was a copy of a proposed complaint against Saar's that had not yet been filed.

2. After receipt by Saar's of the July 12, 2016 letter and proposed complaint, Saar's, through its counsel, began the exploration of possible settlement discussions with counsel for Viesse. After extensive negotiations, which included entry into an agreement regarding statute of limitations followed by three amended agreements regarding statute of limitations, the Parties reached this Settlement.

3. Viesse will file in King County Superior Court for the State of Washington the putative class action complaint ("Complaint") attached hereto as **Exhibit A**.

4. The Complaint alleges that Saar's willfully violated the Fair and Accurate Credit Transactions Act ("**FACTA**"), 15 U.S.C. §1681c(g), by printing the expiration date of Viesse's and other consumers' respective credit card and/or debit card on their electronically printed customer receipt(s) printed at Saar's stores during a certain time period.

5. More specifically, the Complaint alleges that it is brought on behalf of "All consumers to whom Saar's, during the period July 20, 2014 through July 18, 2016, provided an electronically printed receipt at the point of a sale or transaction at any of its Saar's or Super Saver Foods stores, on which receipt Saar's printed the expiration date of the consumer's credit card or debit card." The specific Saar's and Super Saver Foods stores are as follows:

- i. Super Saver Foods
1702 Auburn Way North,
Auburn, WA 98002;
- ii. Saar's
32199 State Route 20
Oak Harbor, WA 98277;
- iii. Saar's Super Saver Food
3208 NE Sunset Blvd.
Renton, WA 98056;

- iv. Super Saver Foods
10616 16th Ave. SW
Seattle, WA 98146;
- v. Saar's
13322 Pacific Ave.
Tacoma, WA 98444;
- vi. Super Saver Foods
3725 South 144th St.
Tukwila, WA 98168.

6. By entering into this Settlement, Saar's does not admit liability for any violation of the FACTA or any other wrongdoing. Saar's has agreed to settle this class action solely as a business decision based on its evaluation of the time, expense, burden and uncertainty of further litigation.

7. The Parties desire to, and agree to cooperate and take all steps necessary and appropriate to, fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the Complaint, consistent with the terms of this Settlement.

AGREEMENT

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

9. **Incorporation of Recitals.**

The recitals set forth above are incorporated into this Agreement.

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

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

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

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

12. **The Settlement Class.**

As part of the Settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class (the "**Settlement Class**"): "All consumers to whom Saar's, during the period July 20, 2014 through July 18, 2016, provided an electronically printed receipt at the point of a credit sale or transaction at any of its Saar's or Super Saver Foods stores, on which receipt Saar's printed the expiration date of the consumer's credit card or debit card." The specific Saar's and Super Saver Foods stores (collectively the "**Saar's Stores**") are as follows:

- i. Super Saver Foods
1702 Auburn Way North,
Auburn, WA 98002;
- ii. Saar's
32199 State Route 20
Oak Harbor, WA 98277;
- iii. Saar's Super Saver Food
3208 NE Sunset Blvd.
Renton, WA 98056;
- iv. Super Saver Foods
10616 16th Ave. SW
Seattle, WA 98146;
- v. Saar's
13322 Pacific Ave.
Tacoma, WA 98444;
- vi. Super Saver Foods
3725 South 144th St.
Tukwila, WA 98168.

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

(a) **Settlement Fund**: Saar's will establish a settlement fund in the amount of \$475,000 in Gift Card value (the "**Settlement Fund**"). The Settlement Fund will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "**Pro-Rata Share**"). In the event the Pro-Rata Share is equal to or exceeds \$75, each Settlement Class member who submits a valid and timely claim will be mailed a Saar's Gift Card in the amount of \$75, the value of which will be paid and deducted from the Settlement Fund. In the event the Pro-Rata Share is less than \$75, each Settlement Class member who submits a valid and timely claim will be mailed a Saar's Gift Card in the amount of the Pro-Rata Share, to be paid and deducted from the Settlement Fund. Distribution of Saar's Gift Cards by Saar's will begin no earlier than 30 days after the Settlement Date. All Saar's Gift Cards will be distributed by Saar's no later than 60 days after the last day to submit Claim Forms or the Settlement Date, whichever is later.

(b) **Guaranteed Minimum Distribution; and Distribution of Residue:**

Given the nature of this particular consumer class action case, the fact that Saar's does not know, nor does Saar's have access to any information which would enable it to determine, the names, postal addresses, email addresses or facsimile numbers of absent Settlement Class members, and experience with consumer class action claims-made rates, the Parties expect that relatively few claims will be made and that a residue will result. Accordingly, the Parties have agreed on a plan that requires at least a minimum of 4,000 Saar's Gift Cards (valued at \$300,000) to be distributed and for the disposition of the anticipated residue. Thus, if a total of less than 4,000 valid claims are made by Settlement Class members, the number of valid claims shall be deducted from 4,000 and the resulting amount shall be the number of Gift Cards (at \$75 value per Gift Card) that shall be distributed in an appropriate *cy pres* distribution, over the course of a consecutive 6 year distribution period (with equal distributions made for each of the 6 consecutive years). Thus, for example, and for illustration purposes only, if there are 496 valid claims submitted, 496 Gift Cards would be distributed to those valid claimants; then, 496 would be subtracted from the 4,000 minimum Gift Card distribution and the resulting amount, 3,504 Gift Cards (at \$75 value per Gift Card), would be distributed in an appropriate *cy pres* distribution, with 584 Gift Cards (one-sixth of 3,504) distributed each year for 6 consecutive years. The *cy pres* distribution will consist of the distribution to one or more appropriate charities to be agreed upon by the Parties and proposed to the Court in connection with the motion for preliminary approval. The parties agree to propose to the Court distribution of the *cy pres* to a non-profit foodbank(s) located near the location of one or more Saar's Stores. If, however, for any reason, any or all of the selected charity(ies) proposed by the Parties are not approved by the Court, any such decision by the Court shall not affect the enforceability of the settlement because the Parties agree to propose alternative charity(ies) until the Court determines that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residue.

(c) **Administration of Settlement:** The Parties agree that, subject to the Court's approval, JND Legal Administration or other mutually agreed administrator, shall serve as the settlement administrator ("**Settlement Administrator**"). With the exception of the Short-Form Notice, all fees and costs incurred or charged by the Settlement Administrator to administer the Settlement ("**Administration Costs**"), including but not limited to Gift Card issuance, Settlement Website and envelope and postage charges, will be paid for separately by Saar's.

(d) **Claims Submission:** Settlement Class members will have 180 days from the date Short-Form Notice is first posted at the Saar's Stores to submit a claim (the "**Claims Period**"). Settlement Class members must use the claim form ("**Claim Form**") which will be in the form attached hereto as **Exhibit B**, or its electronic version on the Settlement Website, to submit a claim. Settlement Class members may submit a Claim Form (together with the required documentation) by postal mail or by facsimile. Claim Forms may be submitted to the Settlement Administrator's postal address or the Settlement Administrator's facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit transaction (either using a credit card or debit card) during the period July 20, 2014 through July 18, 2016. A valid claim will require that a Settlement Class member produce evidence that he or she received a customer receipt from any of the Saar's Stores at any time during the period July 20, 2014 through July 18,

2016 that displays the expiration date of his or her credit or debit card used for a credit transaction. Proof of claim may consist of the original or a copy of either (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at any time during the period July 20, 2014 through July 18, 2016 from any of the Saar's Stores, or (2) a credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a credit transaction at any of the Saar's Stores at any time during the period July 20, 2014 through July 18, 2016.

(e) **Saar's Gift Cards:** Each Saar's Gift Card shall be fully transferable (including saleable) to any and all other persons and shall not expire. The Saar's Gift Cards are not redeemable for cash and may only be used to make the purchase of any good or service from any of the Saar's Stores. The Parties agree that a Saar's Gift Card is not a coupon, nor does it have the attributes of a coupon.

(f) **Implementation of FACTA Compliance Policy:** Not later than twenty days after the Settlement Date, Saar's shall implement a written policy which states that it will not print more than the last five digits of the credit or debit card number nor the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with Saar's.

14. **Notice to the Class.**

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

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

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

(c) **Telephone Number For Settlement Class Members:** The Settlement Website, Short-Form Notice and Full Notice shall refer to a toll-free telephone number, established by the Settlement Administrator, which Settlement Class members may call. All

costs for this toll-free telephone number shall be paid separately by Saar's. As part of the administration of this settlement, the Settlement Administrator shall respond to calls and other inquiries or communications from Settlement Class members or possible Settlement Class members.

15. **Paper Copy Requests.**

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

16. **Opt-Out.**

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

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

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

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

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

- A. A reference at the beginning to this matter, *Albert Viesse, et al. v. Saar's Inc., et al.*
- B. The objector's full name, address, and telephone number.

C. Proof of Class membership consisting of the original or a copy of either: (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at any time during the period July 20, 2014 through July 18, 2016 from any of the Saar's Stores, or (2) a credit or debit card statement showing that he or she made a credit transaction at any of the Saar's Stores at any time during the period July 20, 2014 through July 18, 2016.

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

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

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

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

H. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

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

18. Requests To Appear.

The Parties will request that the Court enter an order requiring any Settlement Class member who requests to be heard orally at the fairness (final approval) hearing to file with the Court and serve on Class Counsel and Saar's' counsel a written notice of intention to appear at the fairness hearing ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class member (or his/her counsel) will present to the Court in connection with the fairness hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Full Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the fairness hearing. To be timely, a Notice of Intention to Appear concerning Class Counsel's motion for an award of attorney's fees and costs and/or the Class Representative's motion for service (or incentive) award must be postmarked no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. To be timely, a Notice of Intention to Appear concerning any other

matter about the Settlement Agreement must be postmarked no later than sixty (60) calendar days after the date Short-Form Notice is first posted by Saar's, or as the Court otherwise directs.

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

As of the Settlement Date, and except as to such rights or claims created by the settlement, Viesse and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release Saar's Inc. as well as its predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts or circumstances alleged in Plaintiff's Complaint from July 20, 2014 up to and including July 18, 2016 concerning the Saar's Stores.

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

Saar's shall not object to, oppose or otherwise contest the designation and appointment of Viesse as class representative ("**Class Representative**") for the Settlement Class, and Chant Yedalian of Chant & Company A Professional Law Corporation and James A. Sturdevant as class counsel ("**Class Counsel**") for the Settlement Class.

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

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

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

As part of the settlement, Saar's will not object to, oppose or otherwise contest Class Counsel receiving an award of attorneys' fees and costs of up to \$140,000.00. Class Counsel's attorneys' fees and costs award, if and when issued by the Court, shall be paid separately by Saar's to Class Counsel by Saar's delivering a check to Class Counsel, payable to "Chant & Company A Professional Law Corporation," within 10 days of the Settlement Date. All attorneys' fees and costs paid to Class Counsel pursuant to this Agreement shall be allocated between Class Counsel pursuant to the terms of the prior written agreement between Chant & Company A Professional Law Corporation and James A. Sturdevant.

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

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

24. **Settlement Date.**

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

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

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

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

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

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

- (a) Approving the Settlement contained in this Agreement, adjudicating the terms of the Settlement to be fair, reasonable and adequate, and directing completion of its terms and provisions;

(b) Adjudicating that the release contained in paragraph 19 of this Agreement binds each Settlement Class member who does not timely opt out of the settlement;

(c) Determining, as appropriate, an award to Plaintiff as compensation for his service as the class representative;

(d) Awarding Class Counsel reasonable attorneys' fees and costs;

(e) Entering Judgment in this Action; and

(f) Retaining continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

27. **Parties' Authority.**

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

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

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

29. **No Prior Assignments.**

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

30. **No Admission.**

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

31. **No Tax Advice.**

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

32. **Notices.**

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

To Plaintiff and/or the Settlement Class:

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

To Saar's:

Chelsea Petersen, Esq.
PERKINS COIE LLP
1201 Third Ave., Suite 4900
Seattle, WA 98101
Phone: 206.359.3993

33. **Construction.**

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

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

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

35. **Headings and Interpretations.**

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

36. **Modification.**

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

37. **Integration.**

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

38. **Agreement Binding.**

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

39. **Class Counsel Signatories.**

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

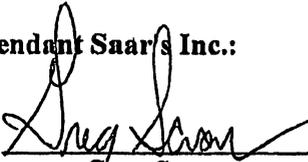
40. **Counterparts.**

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

AGREED TO AND ACCEPTED:

Dated: March 24, 2017

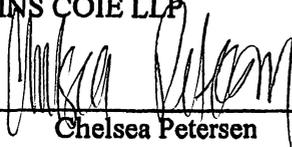
Defendant Saar's Inc.:

By: 

Greg Saar
As its President

Dated: March 24, 2017

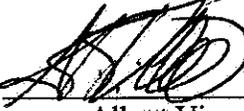
Counsel for Defendant Saar's Inc.:
PERKINS COIE LLP

By: 

Chelsea Petersen

Dated: March 28, 2017

Plaintiff Albert Viesse:

By: 
Albert Viesse

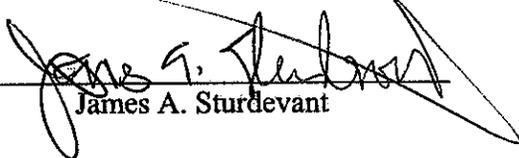
Dated: March __, 2017

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

By: _____
Chant Yedalian

Dated: March 29, 2017

**Counsel for Plaintiff and the Settlement
Class:
JAMES A. STURDEVANT**

By: 
James A. Sturdevant

Dated: March ___, 2017

Plaintiff Albert Viesse:

By: _____
Albert Viesse

Dated: March 26, 2017

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

By:  _____
Chant Yedalian

Dated: March ___, 2017

**Counsel for Plaintiff and the Settlement
Class:**
JAMES A. STURDEVANT

By: _____
James A. Sturdevant

EXHIBIT "A"

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KING COUNTY SUPERIOR COURT
STATE OF WASHINGTON

ALBERT VIESSE, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

SAAR'S INC., and DOES 1 through
100, inclusive,

Defendants.

) Case No.
)
) **COMPLAINT—CLASS ACTION**
) **JURY DEMAND**
) [15 U.S.C. §§ 1681 *et seq.*]

Plaintiff, by his counsel of record, brings this action on his own behalf and on behalf of all others similarly situated, and alleges the following upon personal knowledge, or where there is not personal knowledge, upon information and belief:

1 INTRODUCTION

2 1. Plaintiff on behalf of himself and all others similarly situated brings
3 this action against SAAR'S INC. and DOES 1 through 100 (all named and DOE
4 defendants collectively referred to as "Defendants") based on Defendants'
5 violations of the Fair and Accurate Credit Transactions Act ("FACTA"), 15
6 U.S.C. §§ 1681 *et seq.*

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

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

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

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

1 taking the offensive against identity theft."

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

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

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

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

24 Additional reasons for requiring deletion of the expiration
25 date include that 'expiration dates combined with the last four or five
26 digits of an account number can be used to bolster the credibility of

1 a criminal who is making pretext calls to a card holder in order to
2 learn other personal confidential financial information. Expiration
3 dates are solicited by criminals in many e-mail phishing scams ...,
4 are one of the personal confidential financial information items
5 trafficked in by criminals ..., are described by Visa as a special
6 security feature ..., [and] are one of the items contained in the
7 magnetic stripe of a credit card, so it is useful to a criminal when
8 creating a phony duplicate card."

9 ...

10 [I]dentity theft is a serious problem, and FACTA is a serious
11 congressional effort to combat it."

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

13 7. In sum, Defendants have violated FACTA, and have thereby placed
14 the security of Plaintiff and similarly situated Class members at risk. As a result
15 of Defendants' unlawful practice of violating FACTA's provisions intended to
16 safeguard against identity theft and credit and debit card fraud, Plaintiff seeks, on
17 behalf of himself and the Class, statutory damages, punitive damages, costs and
18 attorney fees, all of which are expressly made available by statute, 15 U.S.C. §§
19 1681 *et seq.*

20 21 JURISDICTION AND VENUE

22 8. This Court has subject-matter jurisdiction pursuant to 15 U.S.C. §
23 1681p. Moreover, Plaintiff's claims asserted herein arose in King County and
24 SAAR'S INC. does business in and resides in King County.

25 9. Venue in King County is also proper because SAAR'S INC. has done
26 and continues to do business, and intentionally avails itself of the markets within
27

1 King County, and it owns, manages, maintains and or operates one or more
2 physical retail locations within King County. Further, this is a class action case
3 in which a substantial part of the acts and omissions giving rise to the claims
4 occurred within King County.

5
6 **PARTIES**

7 10. Plaintiff, ALBERT VIESSE, is and at all times relevant hereto was
8 a resident of the State of Washington.

9 11. Defendant, SAAR'S INC., is a corporation organized and existing
10 under the laws of the State of Washington. SAAR'S INC. uses several fictitious
11 and/or business names such as, but not limited to, Saar's and Super Saver Foods.

12 12. Defendants own, manage, maintain and or operate one or more
13 locations in King county and offer various goods and services for sale to the
14 public.

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

20 14. Plaintiff does not know the true names and capacities of defendants
21 sued herein as DOES 1 through 100, inclusive, and therefore sues these
22 defendants by such fictitious names. Plaintiff is informed and believes that each
23 of the DOE defendants was in some manner legally responsible for the wrongful
24 and unlawful conduct and harm alleged herein. Plaintiff will amend this
25 Complaint to set forth the true names and capacities of these defendants when
26 they have been ascertained, along with appropriate charging allegations.

1 **CLASS ACTION ALLEGATIONS**

2 15. Plaintiff brings this class action on behalf of himself and all other
3 persons similarly situated.

4 16. The class which Plaintiff seeks to represent is defined as:
5 All consumers to whom Saar's, during the period July 20, 2014
6 through July 18, 2016, provided an electronically printed receipt at
7 the point of a sale or transaction at any of its Saar's or Super Saver
8 Foods stores, on which receipt Saar's printed the expiration date of
9 the consumer's credit card or debit card. The specific Saar's and
10 Super Saver Foods stores are as follows:

- 11 i. Super Saver Foods
12 1702 Auburn Way North,
Auburn, WA 98002;
- 13 ii. Saar's
14 32199 State Route 20
Oak Harbor, WA 98277;
- 15 iii. Saar's Super Saver Food
16 3208 NE Sunset Blvd.
Renton, WA 98056;
- 17 iv. Super Saver Foods
18 10616 16th Ave. SW
Seattle, WA 98146;
- 19 v. Saar's
20 13322 Pacific Ave.
Tacoma, WA 98444;
- 21 vi. Super Saver Foods
22 3725 South 144th St.
Tukwila, WA 98168.¹

23 17. Excluded from the Class are Defendants and each of their directors,
24 officers, and employees. Also excluded from the Class are any justice, judge, or
25

26 ¹ Plaintiff reserves the right to amend or otherwise modify the Class definition
27 and or add subclasses.

1 magistrate judge assigned to this action or who presides over any proceeding
2 concerning this action, and any such justice's, judge's, or magistrate judge's
3 spouse, or a person within the third degree of relationship to any of them, or the
4 spouse of such a person.

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

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

11 20. Members of the Class may be notified of the pendency of this action
12 by techniques and forms commonly used in class actions, such as by published
13 notice, website notice, or combinations thereof, or by other methods suitable to
14 this Class and deemed necessary and or appropriate by the Court.

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

18 22. Plaintiff and members of the Class were each customers of
19 Defendants, each having made a purchase or transacted other business with
20 Defendants during the period July 20, 2014 through July 18, 2016, using a credit
21 and or debit card. At the point of such sale or transaction with Plaintiff and
22 members of the Class, Defendants provided to Plaintiff and each member of the
23 Class a receipt in violation of 15 U.S.C. §1681c(g) (*i.e.*, a receipt on which is
24 printed the expiration date of the credit card or debit card).

25 23. Common Questions of Fact and Law: There are a well-defined
26 community of interest and common questions of fact and law affecting the
27

1 members of the Class.

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

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

8 (b) Whether Defendants' conduct was willful; and

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

12 25. Adequacy of Representation: Plaintiff is an adequate representative
13 of the Class because his interests do not conflict with the interests of the Class
14 which Plaintiff seeks to represent. Plaintiff will fairly, adequately, and vigorously
15 represent and protect the interests of the Class and has no interests antagonistic
16 to the Class. Plaintiff has retained counsel who is competent and experienced in
17 the prosecution of class action litigation.

18 26. Superiority: A class action is superior to other available means for
19 the fair and efficient adjudication of the claims of the Class. While the aggregate
20 damages which may be and if awarded to the Class are likely to be substantial, the
21 actual damages suffered by individual members of the Class are relatively small.
22 As a result, the expense and burden of individual litigation makes it economically
23 infeasible and procedurally impracticable for each member of the Class to
24 individually seek redress for the wrongs done to them. Plaintiff does not know
25 of any other litigation already commenced by or against any member of the Class
26 concerning Defendants' printing of the credit or debit card expiration date on
27

1 customer receipts. The likelihood of individual Class members prosecuting
2 separate claims is remote. Individualized litigation would also present the
3 potential for varying, inconsistent or contradictory judgments, and would increase
4 the delay and expense to all parties and the court system resulting from multiple
5 trials of the same factual issues. In contrast, the conduct of this matter as a class
6 action presents fewer management difficulties, conserves the resources of the
7 parties and the court system, and would protect the rights of each member of the
8 Class. Plaintiff knows of no difficulty to be encountered in the management of
9 this action that would preclude its maintenance as a class action.

10
11 **FIRST CAUSE OF ACTION**

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

13 **(On Behalf of Plaintiff and the Class**

14 **as against all Defendants including DOES 1 through 100)**

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

17 28. Plaintiff asserts this claim on behalf of himself and the Class against
18 Defendants and each of them.

19 29. Title 15 U.S.C. § 1681c(g)(1) provides that:

20 "no person that accepts credit cards or debit cards for the
21 transaction of business shall print more than the last 5 digits of the
22 card number or the expiration date upon any receipt provided to
23 the cardholder at the point of the sale or transaction."

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

1 1681c(g)(3)).

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

7 32. During the period July 20, 2014 through July 18, 2016, Defendants,
8 at the point of a sale or transaction with Plaintiff ALBERT VIESSE, provided
9 Plaintiff ALBERT VIESSE with one or more electronically printed receipts on
10 each of which Defendants printed the expiration date of his credit card or debit
11 card, the last four digits of his card number, and the brand of his card (*e.g.* Master
12 Card, etc.).²

13 33. During the period July 20, 2014 through July 18, 2016, Defendants,
14 at the point of a sale or transaction with members of the Class, provided each
15 member of the Class with one or more electronically printed receipts on each of
16 which Defendants printed, for each respective Class member, the expiration date
17 of the credit card or debit card, the last four digits of the credit card or debit card
18 number, and the brand of the card (*e.g.* Master Card, etc.).

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

22 35. Defendants and each of them knew of and were well informed about
23 the law, including specifically FACTA's requirements concerning the truncation
24

25 ² Plaintiff and SAAR'S INC. entered into a written and signed agreement
26 regarding statute of limitations followed by three amended agreements (all written
27 and signed) regarding statute of limitations.

1 of credit and debit card numbers and prohibition on the printing of expiration
2 dates.

3 36. For example, but without limitation, several years ago, VISA,
4 MasterCard, the PCI Security Standards Council (a consortium founded by VISA,
5 MasterCard, Discover, American Express and JCB), companies that sell cash
6 register and other devices for the processing of credit or debit card payments,
7 companies that sell software to operate payment card devices, companies that
8 maintain and repair hardware or software used to process payment card
9 transactions, and other entities informed Defendants, and each of them, about
10 FACTA, including its specific requirements concerning the truncation of credit
11 and debit card numbers and prohibition on the printing of expiration dates, and
12 Defendants' need to comply with same.

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

20 38. In addition, many companies such as VISA and MasterCard devised
21 and implemented policies well before the operative date of FACTA's
22 requirements, wherein such policies VISA, MasterCard and others required
23 Defendants (and informed Defendants of the requirements) to truncate credit and
24 debit card numbers and prevent the printing of expiration dates on receipts. In
25 addition, these companies also publically announced some of these requirements.
26 For example, on March 6, 2003, VISA USA's CEO, Carl Pascarella, held a press
27

1 conference on Capitol Hill with Senators Dianne Feinstein, Judd Gregg, Jon
2 Corzine and Patrick Leahy, and publically announced Visa USA's new truncation
3 policy to protect consumers from identity theft. At the March 2003 press
4 conference, Mr. Pascarella explained, as follows:

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

14 **The first phase of this new policy goes into effect July 1,**
15 **2003 for all new terminals.** I would like to add, however, that even
16 before this policy goes into effect, **many merchants have already**
17 **voluntarily begun truncating receipts, thanks to groundwork**
18 **that we began together several years ago.**

19 Receipt truncation is good news for consumers, and bad news
20 for identity thieves. Identity thieves thrive on discarded receipts and
21 documents containing consumers' information such as payment
22 account numbers, addresses, Social Security numbers, and more.
23 Visa's new policy will protect consumers by limiting the information
24 these thieves can access.”

25 39. Moreover, the Government, through the Federal Trade Commission
26 (“FTC”), provided notice to businesses on no less than three separate occasions
27

1 in 2007 reminding them of the requirement to truncate credit and debit card
2 information on receipts. Defendants were informed of and knew about these
3 notices from the FTC. In one such notice, entitled “FTC Business Alert” “Slip
4 Showing? Federal Law Requires All Businesses to Truncate Credit Card
5 Information on Receipts,” and dated May 2007, the FTC reminded businesses,
6 among other things, of the following:

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

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

19 ACCT:*****12345

20 EXP:****

21 Why is it important for businesses to make sure they’re
22 complying with this law? Credit card numbers on sales receipts are
23 a “golden ticket” for fraudsters and identity thieves. Savvy
24 businesses appreciate the importance of protecting their customers
25 — and themselves — from credit card crime.”

26 40. Defendants' violations of FACTA were not accidental oversights.
27

1 The electronic printing of the expiration date of a debit or credit card on a
2 customer receipt does not occur by accident. Electronic receipt printing
3 equipment must be intentionally programmed or otherwise intentionally
4 configured to print the expiration date of a debit or credit card on a customer
5 receipt.

6 41. Thus, despite knowing and being repeatedly informed about FACTA
7 and the importance of truncating credit and debit card numbers and preventing the
8 printing of expiration dates on receipts, and despite having had over three years
9 to comply with FACTA's requirements, Defendants knowingly willfully,
10 intentionally, and recklessly violated FACTA's requirements by, *inter alia*,
11 printing the expiration date of the card, the last four digits of the card number,
12 and the brand of the card (*e.g.* Master Card, etc.) upon the receipts provided to
13 credit card and debit card cardholders with whom they transact business.

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

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

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

25 45. Defendants have also harmed Plaintiff and the Class by exposing
26 them to at least an increased risk of identity theft and credit and or debit card
27

1 fraud.

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

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for:

9 1. An order certifying the Class and appointing Plaintiff as the
10 representative of the Class, and appointing counsel of record for Plaintiff as
11 counsel for the Class;

12 2. An award to Plaintiff and the Class of statutory damages pursuant to
13 15 U.S.C. § 1681n for Defendants' willful violations (up to but not exceeding the
14 fullest extent allowed under the Constitution of the United States);

15 3. An award to Plaintiff and the Class of punitive damages pursuant to
16 15 U.S.C. § 1681n (up to but not exceeding the fullest extent allowed under the
17 Constitution of the United States);

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

20 5. Payment of reasonable attorney's fees pursuant to, *inter alia*, 15
21 U.S.C. § 1681n; and

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

Dated: March 23, 2017

JAMES A. STURDEVANT

By: _____
James A. Sturdevant

JAMES A. STURDEVANT
sturde@openaccess.org
119 North Commercial Street, #920
Bellingham, WA 98225
Phone: 360.671.2990

Chant Yedalian (to apply *Pro Hac Vice*)
chant@chant.mobi
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, CA 91202
Phone: 877.574.7100
Fax: 877.574.9411

Counsel for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: March 23, 2017

JAMES A. STURDEVANT

By: _____
James A. Sturdevant

JAMES A. STURDEVANT
sturde@openaccess.org
119 North Commercial Street, #920
Bellingham, WA 98225
Phone: 360.671.2990

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1010 N. Central Ave.
Glendale, CA 91202
Phone: 877.574.7100
Fax: 877.574.9411

Counsel for Plaintiff

EXHIBIT "B"

CLAIM FORM

I. Your Information

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

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

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

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

You must provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction from any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Saar's or Super Saver Foods store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit transaction (either using a credit card or debit card). Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016.

III. Please Sign This Form

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

Signature: _____

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

INSTRUCTIONS FOR THE CLAIM FORM

I. Deadline For Returning Your Completed Claim Form

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

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

[Settlement Administrator's Address]

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

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

II. You Must Complete Section I Of The Claim Form

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

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

As explained in Section II of the Claim Form, you must provide proof **in either one of the following two ways**:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction from any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Saar's or Super Saver Foods store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit transaction (either using a credit card or debit card). Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made

one credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

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

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

V. List Of Stores Involved In This Settlement

For your convenience, the specific Saar's and Super Saver Foods stores (collectively the "Saar's Stores") involved in this settlement are as follows:

- i. Super Saver Foods
1702 Auburn Way North,
Auburn, WA 98002;
- ii. Saar's
32199 State Route 20
Oak Harbor, WA 98277;
- iii. Saar's Super Saver Food
3208 NE Sunset Blvd.
Renton, WA 98056;
- iv. Super Saver Foods
10616 16th Ave. SW
Seattle, WA 98146;
- v. Saar's
13322 Pacific Ave.
Tacoma, WA 98444;
- vi. Super Saver Foods
3725 South 144th St.
Tukwila, WA 98168.

EXHIBIT "C"

NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT

If you received a credit card or debit card receipt from this or any other Saar's or Super Saver Foods store during the period July 20, 2014 through July 18, 2016, a class action settlement may affect your rights, and you may be entitled to a Saar's Gift Card of up to \$75.00.

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

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

www.[??:??:??.com

EXHIBIT "D"

**KING COUNTY SUPERIOR COURT
FOR THE STATE OF WASHINGTON**

ALBERT VIESSE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SAAR'S INC., and DOES 1 through 100,
inclusive,

Defendants.

Case No.: [Number]

Hon. [Judge's Name]

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

You may be a part of a pending class action lawsuit against Saar's Inc. ("Saar's"), and your legal rights may be affected by the lawsuit and a proposed Settlement of the lawsuit. Please read the rest of this notice to find out more.

What is this About?

A class action lawsuit is pending against Saar's. The lawsuit alleges that Saar's willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing on customer credit transaction receipts the expiration date of its customer's credit card or debit card. Saar's disputes the class action allegations and denies that it willfully violated FACTA. The Court has not yet decided in favor of either the Class or Saar's. Instead, both sides have agreed upon a proposed Settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to Class members. Saar's does not admit any violation of FACTA by agreeing to the proposed Settlement.

What is a Class Action?

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

Am I a Class Member?

You are a member of the Class if you are an individual who used a personal credit card or debit card for a credit transaction at any Saar's or Super Saver Foods stores during the period July 20, 2014 through July 18, 2016, and you were provided an electronically printed receipt on which was printed the expiration date of your credit card or debit card.

The specific Saar's and Super Saver Foods stores (the "Saar's Stores") involved in this Settlement are as follows:

- i. Super Saver Foods
1702 Auburn Way North,
Auburn, WA 98002;
- ii. Saar's
32199 State Route 20
Oak Harbor, WA 98277;
- iii. Saar's Super Saver Food
3208 NE Sunset Blvd.
Renton, WA 98056;
- iv. Super Saver Foods
10616 16th Ave. SW
Seattle, WA 98146;
- v. Saar's
13322 Pacific Ave.
Tacoma, WA 98444;
- vi. Super Saver Foods
3725 South 144th St.
Tukwila, WA 98168.

Why Am I Receiving This Notice?

If you are a member of the Class, your legal rights will be affected by the Settlement unless you exclude yourself from the Class. The King County Superior Court for the State of Washington authorized this notice to inform Class members about this case and proposed Settlement and Class members' options.

What are The Settlement Benefits and What Can I Get From the Settlement?

If you are a Class member, you may be entitled to one Saar's Gift Card in an amount up to \$75.00.

Please refer to the section below entitled "How Can I Get A Saar's Gift Card?" to find out

what you need to do to receive a Saar's Gift Card.

Each Saar's Gift Card shall be fully transferable (including saleable) to any and all other persons and shall not expire. The Saar's Gift Cards are not redeemable for cash and may only be used to make the purchase of any good or service from any of the Saar's Stores.

If the Court approves the proposed Settlement, Saar's shall also implement a written policy which states that it will not print more than the last five digits of the credit or debit card number nor the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with Saar's.

How Can I Get A Saar's Gift Card?

To obtain a Saar's Gift Card, in an amount up to \$75.00, you must complete and return a valid Claim Form. The Claim Form requires you to provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your credit or debit card and shows that you made a credit transaction from any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Saar's or Super Saver Foods store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit transaction (either using a credit card or debit card). Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit transaction at any Saar's or Super Saver Foods store at any time during the period July 20, 2014 through July 18, 2016.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

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

[Settlement Administrator's Address]

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

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

Please visit www.[????].com to get a copy of the Claim Form or to complete and submit the Claim Form on the internet.

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

If I Submit a Valid and Timely Claim, What Will Be The Amount of My Saar's Gift Card?

Saar's will establish a settlement fund in the amount of \$475,000 in Gift Card value (the "Settlement Fund"). The Settlement Fund will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$75, each Settlement Class member who submits a valid and timely claim will be mailed a Saar's Gift Card in the amount of \$75, the value of which will be paid and deducted from the Settlement Fund. In the event the Pro-Rata Share is less than \$75, each Settlement Class member who submits a valid and timely claim will be mailed a Saar's Gift Card in the amount of the Pro-Rata Share, to be paid and deducted from the Settlement Fund.

The Parties have agreed on a plan that requires at least a minimum of 4,000 Saar's Gift Cards (valued at \$300,000) to be distributed and for the disposition of the anticipated residue. Thus, if a total of less than 4,000 valid claims are made by Settlement Class members, the number of valid claims shall be deducted from 4,000 and the resulting amount shall be the number of Gift Cards (at \$75 value per Gift Card) that shall be distributed in an appropriate *cy pres* distribution, over the course of a consecutive 6 year distribution period (with equal distributions made for each of the 6 consecutive years). The *cy pres* distribution will consist of the distribution to the following charities in the following shares: [Insert approved charities and respective shares].

All administration costs (including but not limited to card issuance, printing and envelope charges) will be paid for separately by Saar's.

What Am I Giving Up to Receive Settlement Benefits?

Unless you exclude yourself, you are a Class member, and that means you will be legally bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue Saar's Inc. or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph below, about the issues in this case. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Class.

Staying in the Class also means that you agree to the following release of claims, which describes exactly the legal claims that you give up:

Release by the Settlement Class. As of the Settlement Date, and except as to such rights or claims created by the settlement, Viesse and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release Saar's Inc. as well as its predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts or circumstances alleged in Plaintiff's Complaint from July 20, 2014 up to and including July 18, 2016 concerning the Saar's Stores.

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

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue Saar's Inc. or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement you must include your name, address, telephone number, and your signature on correspondence requesting that you be excluded as a Class member from *Viesse, et al. v. Saar's Inc., et al.*, Case No. [Insert]. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

[Settlement Administrator's Address]

If you request to be excluded from the Settlement, then: (a) you will not be a part of the Settlement; (b) you will have no right to receive any benefits under the Settlement; (c) you will not be bound by the terms of the Settlement; and (d) you will not have any right to object to the terms of the Settlement or be heard at the fairness hearing.

If I Don't Exclude Myself, Can I Sue for the Same Thing Later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue Saar's Inc. and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above, for the claims that this Settlement resolves. If you have a pending lawsuit against Saar's Inc. or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, for any of the claims that this Settlement resolves, speak to your lawyer in your case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is **[Opt-Out Deadline]**.

How Do I Tell the Court That I Don't Like the Settlement?

If you are a Class member, you can object to the Settlement if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representative's application for service (or incentive) award. You can also object to Class Counsel's motion for attorneys' fees and costs. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement of *Viesse, et al. v. Saar's Inc., et al.*, Case No. [Insert]. Your letter must include all of the following:

- a. A reference at the beginning to this matter, *Albert Viesse, et al. v. Saar's Inc., et al.*
- b. Your full name, address, and telephone number.
- c. Proof of Class membership consisting of the original or a copy of either:
(1) your customer receipt containing the expiration date of your credit or debit card showing that you made a credit transaction at any time during the period July 20, 2014 through July 18, 2016 from any of the Saar's Stores, or (2) a credit or debit card statement showing that you made a credit transaction at any of the Saar's Stores at any time during the period July 20, 2014 through July 18, 2016.
- d. A written statement of all grounds for your objection, accompanied by any legal support for such objection.
- e. Copies of any papers, briefs, or other documents upon which your objection is based.
- f. A list of all persons who will be called to testify in support of your objection.
- g. A statement of whether you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, your objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

h. Regarding any counsel who represents you or has a financial interest in the objection: (1) a list of cases in which such counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

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

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

| COURT | CLASS COUNSEL | SAAR'S COUNSEL |
|---|---|--|
| Clerk of the Court for the Hon. [Judge] King County Superior Court For The State Of Washington, [Address] | Chant Yedalian CHANT & COMPANY A Professional Law Corporation 1010 N. Central Ave. Glendale, CA 91202 | Chelsea Petersen PERKINS COIE LLP 1201 Third Ave., Suite 4900 Seattle, WA 98101 |

**What's the Difference Between Objecting to the Settlement
And Excluding Yourself From the Settlement?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Class and be bound by the terms of the

Settlement and all of the Court's orders. This also means that if the proposed Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this lawsuit if you remain in the Class.

Do I Have a Lawyer in the Case?

The Court appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. Class Counsel is Chant Yedalian of Chant & Company A Professional Law Corporation and James A. Sturdevant. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will Class Counsel and the Class Representatives Be Paid?

Class Counsel will ask the Court to approve payment of up to \$140,000 for attorneys' fees and costs. The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit, negotiating the Settlement, causing Saar's to change its practice and to implement a new written policy concerning FACTA, and implementing the Settlement. Class Counsel will also ask the Court to approve payment of up to \$5,000 to Albert Viesse for his services as a Class Representative. These payments, if and when awarded by the Court, will be paid separately by Saar's..

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

The Court will hold a fairness hearing at [time] on [date], at [address], in Courtroom [insert], before Judge [Judge Name]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, including fees and costs to Class Counsel and service payment to the Class Representative. Class Counsel does not know how long these decisions will take.

Do I Have to Come to the Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come to the hearing at your own expense. You may also pay your own lawyer to attend, but it's not necessary.

May I Speak at the Fairness Hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Viessa, et al. v. Saar's Inc., et al.*, Case No. [Insert]." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the

Clerk of the Court, Class Counsel, and Saar's Counsel, at the three addresses listed above under the heading "How Do I Tell the Court That I Don't Like the Settlement?" To be timely, a Notice of Intention to Appear concerning Class Counsel's motion for an award of attorney's fees and costs and/or the Class Representative's motion for service (or incentive) award must be postmarked no later than [Deadline, 21 calendar days before the fairness hearing]. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement must be postmarked no later than [Deadline, 60 calendar days after the date Short-Form Notice is first posted by Saar's].

You cannot speak at the fairness hearing if you exclude yourself from the Class.

**Are There More Details About the Settlement
and How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are contained in a Settlement agreement that you may obtain through the Settlement Administrator. For more information, you may: (1) visit the website www.?????.com; (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-??-???