

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DORIS JEFFRIES, on behalf of herself and all
other similarly situated,

Plaintiff,

v.

VOLUME SERVICES AMERICA, INC. (d/b/a
Centerplate and Centerplate/NBSE); and DOES 1
THROUGH 10,

Defendants.

Case No. 1:17-cv-01788 (CKK)

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 Volume Services America, Inc. d/b/a Centerplate and Centerplate/NBSE (hereinafter sometimes referred to as "Centerplate") 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 Centerplate. The lawsuit alleges that Centerplate willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing on customer receipts the customer's credit card or debit card expiration date and more than the last five digits of the customer's credit card or debit card number. Centerplate 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 Centerplate. 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. Centerplate 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 Doris Jeffries.

Am I a Class Member?

You are a member of the Class if you used your personal credit card or debit card for a sale or transaction at the Walter E. Washington Convention Center in Washington, D.C. (hereinafter, referred to as the "D.C. Convention Center") on September 5, 2015 and Centerplate provided to you an electronically printed receipt at the point of such sale or transaction on which receipt Centerplate printed the expiration date and/or more than the last 5 digits of your credit card or debit card.

Excluded from the Class are all employees of Centerplate or its parents, subsidiaries or affiliates, all of Ms. Jeffries' attorneys and employees of Ms. Jeffries' attorneys, any judicial officer, or his/her immediate family, to which this case is or has been assigned, and persons who validly opt out of the Settlement.

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 United States District Court for the District of Columbia 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?

Centerplate agrees to fund a class action settlement in the total amount of \$450,000.00 (the "Gross Settlement Funds").

If you are a Class member, you may be entitled to \$1,000.00.

Please refer to the section below entitled "How Can I Get Payment?" to find out what you need to do to receive a payment.

If the Court approves the proposed Settlement, then, in addition to payment of the Gross Settlement Funds, within thirty (30) days after the Court enters the preliminary approval order, Centerplate shall also: (1) certify that its existing point of sale equipment is FACTA compliant; and (2) amend its standard operating procedures for employees who operate point of sale terminals to: (a) emphasize compliance with FACTA; and (b) include a written company FACTA policy which states that, with respect to any receipt provided to any customer that uses a credit or debit card to transact business with Centerplate, Centerplate will not print more than the last five digits of a customer's credit or debit card number, or the credit or debit card expiration date.

How Can I Get Payment?

To obtain a payment, in the amount of \$1,000.00, 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 more than the last 5 digits and/or expiration date of your credit or debit card and shows that you made a transaction with Centerplate at the D.C. Convention Center on September 5, 2015. You must also state that you used your own personal card for the transaction.

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction with Centerplate at the D.C. Convention Center on September 5, 2015. You must also state that you used your own personal card for the transaction. 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 with Centerplate, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction with Centerplate at the D.C. Convention Center on September 5, 2015.

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 or emailed to the following address **postmarked no later than September 29, 2022:**

Centerplate Settlement
c/o Atticus Administration
P.O. BOX 64053
St. Paul, MN 55164
CenterplatedSettlement@atticusadmin.com

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-888-326-6411, **by no later than 11:59 p.m. Eastern Time on September 29, 2022.**

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.CenterplatedcSettlement.com, **by no later than 11:59 p.m. Eastern Time on September 29, 2022.**

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

If the Court approves the proposed Settlement and the decision becomes final, payments will be distributed 30 days, or as soon as reasonably practicable, thereafter. Please be patient.

**If I Submit a Valid and Timely Claim,
What Will Be The Amount of My Payment?**

If the Court approves the proposed Settlement and the decision becomes final, each Class member who submits a valid and timely claim will be mailed a check in the amount of \$1,000 (less any applicable backup withholding), to be paid from the Gross Settlement Funds.

Settlement checks must be cashed, deposited, or negotiated by Class members within 90 calendar days after the date of the check. In the event that any settlement checks remain uncashed, the value of the uncashed checks shall be paid to Legal Assistance for Seniors (<https://www.lashicap.org/>) (the "Cy Pres Beneficiary"), or as otherwise ordered by the Court.

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 Centerplate 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. Upon the Final Approval Order and Judgment having become final, Ms. Jeffries and each Class member, shall be deemed to have, and by operation of the Settlement Agreement and the Final Approval Order and Judgment, shall have fully, finally, irrevocably, and forever released Centerplate, and all of its past and present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and their respective directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, joint ventures, divisions, predecessors, successors, and assigns of each of them (collectively, the "Released Parties") from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that in any way arises out of or is based on Centerplate issuing a credit or debit card receipt at the D.C. Convention Center on September 5, 2015 which contains the expiration date and/or more than the last 5 digits of a credit card or debit card number. Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, Ms. Jeffries and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, based on any of the released claims.

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 Centerplate 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 a letter requesting that you be excluded as a Class member from *Jeffries v. Volume Services America, Inc. d/b/a Centerplate, et al.*, Case No. 1:17-cv-01788-CKK. To be effective, you must mail your request for exclusion letter by first class United States mail, **postmarked no later than September 29, 2022**, to the Settlement Administrator at the following address:

Centerplate Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Request for exclusion letters must be submitted individually and cannot be made on behalf of a group of Class members. If a Class member returns both a valid and timely Claim Form and a request for exclusion letter, the request for exclusion letter shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Settlement Agreement.

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 (final approval) 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 Centerplate 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 Centerplate 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 **September 29, 2022**.

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 service award. You can also object to Class Counsel's attorneys' fees and costs. The Court will consider your views. To object, you must send a letter which must include all of the following: (a) a heading containing the name and case number of the Lawsuit, *Jeffries v. Volume Services America, Inc. d/b/a Centerplate, et al.*, Case No. 1:17-cv-01788-CKK; (b) your name and postal address; (c) a statement as to the basis of your belief that you are a member of the Class; (d) documentary proof in the form of either a copy of your receipt showing a transaction from Centerplate at the D.C. Convention Center on September 5, 2015, or a copy of your credit or debit card statement showing a transaction from Centerplate at the D.C. Convention Center on September 5, 2015; (e) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (f) a statement of whether you intend to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the your counsel's name, address, telephone number, and email address.

You must mail your objection to the Settlement Administrator at the following address:

Centerplate Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Any and all objections to must be postmarked no later than **September 29, 2022**.

You cannot both object to and submit a request for exclusion letter. Any Class member who attempts to both object to and request exclusion from the Settlement will be deemed to have requested exclusion from the Settlement and will forfeit the right to object to the Settlement or any of its terms.

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 are Chant Yedalian of Chant & Company A Professional Law Corporation and Brian Herrington of Chhabra Gibbs & Herrington PLLC. 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 Representative Be Paid?

Centerplate agrees to fund a class action settlement in the total amount of \$450,000.00 (the "Gross Settlement Funds").

Payments to all Class members who submit a valid and timely Claim Form, all notice and administration costs and expenses, any fees and costs awarded to Class Counsel, and any service award to Ms. Jeffries shall be paid from the Gross Settlement Funds.

The parties do not know the exact number of Settlement Class Members. What the parties know is that there was a total of 240 credit/debit card transactions processed by the Centerplate point of sale terminal at the D.C. Convention Center on September 5, 2015. Centerplate has provided Class Counsel with a declaration setting forth facts establishing that these were the only receipts printed by Centerplate that would have potentially violated FACTA. The number of transactions in this case does not equate to the number of Class members. For example, Centerplate contends that not every person who made a credit/debit card purchase received a receipt. Under FACTA, there is no cause of action if the consumer was not provided a receipt. Thus, there may be persons who had one or more credit/debit card transactions, but they are not Class members because they were not provided a customer receipt. As another example, there may be persons who made more than one transaction using the same or different credit/debit cards. Centerplate asserts that, under FACTA, there is a \$1,000 maximum statutory damage cap that applies on a per consumer basis regardless of how many receipts the same person received from the merchant. Thus, the point of these examples is that the maximum class size cannot be greater than the 240 number of credit/debit transactions that took place on September 5, 2015, but the class size is in all likelihood less than 240. Class Counsel has negotiated a Settlement whereby each Class member who submits a valid and timely claim shall receive \$1,000. Hypothetically, if there were 240 Class members (there cannot be a larger number since there were only 240 credit/debit transactions) and every single Class member submitted a valid and timely claim, then a total of \$240,000 would be paid for class claims. If this were to happen, then there would be \$210,000 in remaining Gross Settlement Funds to pay for notice and administrative costs, any service award to Ms. Jeffries, and attorneys' fees and costs as awarded to Class Counsel. If that were the case, the amount remaining to compensate for attorneys' fees after the deduction of notice and administrative costs, any service award to Ms. Jeffries, and costs incurred, would be less than the attorneys' lodestar in this case. The parties do not expect such a hypothetical result. However, if such a result occurred, then, despite that FACTA's fee shifting provisions entitle Class Counsel to recover their lodestar, Class Counsel will agree to have their lodestar cut and sacrificed such that all Class members receive \$1,000 (the maximum statutory damages available under FACTA).

Alternatively, if there are less than 240 Class members who submit a valid and timely claim, then Class Counsel may seek up to the full amount of \$450,000.00 (the "Gross Settlement Funds") as the attorneys' fees and costs awarded to Class Counsel, after subtracting from the Gross Settlement Funds payments to Class members who submit a valid and timely claim, all notice and administration costs and expenses, and any service award to Ms. Jeffries. Despite expensive discovery and other efforts, Class Counsel expect that there will be few Class members who submit a valid and timely claim.

The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit including, but not limited to, the successful appeal, negotiating the Settlement, causing Centerplate to change its receipt printing processes and implementing new written policies and procedures concerning FACTA, and implementing the Settlement.

Class Counsel will also ask the Court to approve payment of up to \$5,000, to be paid from the Gross Settlement Funds, to Doris Jeffries for her services as the Class Representative.

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

The Court will hold a fairness hearing at **1:00 p.m. on October 17 2022**, at 333 Constitution Avenue N.W. Washington D.C. 20001, before Judge Colleen Kollar-Kotelly. 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 do 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. You may also pay your own lawyer to attend, but it's not necessary.

May I Speak at the Fairness Hearing?

If you would like to speak at the fairness hearing, you may do so as long as you have not excluded yourself from the Class.

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.CenterplatedcSettlement.com; (2) write the Settlement Administrator at the following address: Centerplate Settlement, c/o Atticus Administration, PO BOX 64053, St. Paul, MN 55164 or (3) call the Settlement Administrator at 1-888-230-0024, (4) email the Settlement Administrator at CenterplatedSettlement@atticusadmin.com.