

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

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

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

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

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

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BASIC INFORMATION

1. Why should I read this notice?

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

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

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

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

2. What is this lawsuit about?

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

3. Why is this a class action?

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

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT

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

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

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

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

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

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

HOW YOU GET BENEFITS – SUBMITTING A CLAIM FORM

7. How can I get a monetary benefit?

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

8. When will I receive my payment?

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

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

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

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

10. How do I exclude myself from the settlement?

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

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

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

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

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

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

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

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

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Charles Austin Gower, Jr. and Shaun Patrick O'Hara of Charles A. Gower PC, Chant Yedalian of Chant & Company A Professional Law Corporation, and William Dixon James of Wm. Dixon James, P.C. represent you and other class members. The lawyers are called "Settlement Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

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

OBJECTING TO THE SETTLEMENT

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

15. How do I tell the Court that I do not like the settlement?

If you are a class member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To be effective, any such objection must be in writing, mailed to the settlement administrator with a timely postmark, and include: (1) a reference at the beginning to this matter, *Nowe, et al. v. Essex Technology Group, LLC*, Case No. SC 2020 CV 694; (2) the objector's full name, address, and telephone number, and, if available, email address; (3) proof of settlement class membership consisting of the original or a copy of either (i) a customer receipt containing more than the last 5 digits of his or her credit or debit card showing that he or she made a transaction at a Bargain Hunt store between August 1, 2016 and June 30, 2017, or (ii) a credit or debit card statement showing that he or she made a transaction at a Bargain Hunt store between August 1, 2016 and June 30, 2017; (4) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; (6) a list of all persons who will be called to testify in support of the objection; (7) a statement of whether the objector intends to appear at the fairness hearing; if the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing; (8) regarding any counsel who represents the objector or has a financial interest in the objection: (i) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (ii) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case; (9) a statement by the objector under oath that: (i) he or she has read the objection in its entirety, (ii) he or she is a member of the settlement class, (iii) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (iv) identifies the caption of each case in which the objector has made such

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

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

16. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

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

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

18. Do I have to come to the hearing?

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

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

19. May I speak at the hearing?

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

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

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

IF YOU DO NOTHING

20. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

21. Are there more details about the settlement?

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

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

22. How do I get more information?

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

QUESTIONS? VISIT WWW.FACTARECEIPTSETTLEMENT.COM

Settlement Class Counsel:

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

and

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

and

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

November 10, 2020

The Honorable Andy Prather, Muscogee County State Court