

Dr. David S. Muransky v. Godiva Chocolatier, Inc.
Circuit Court of Cook County, Illinois
Case No. 2020 CH 7156

If you made a purchase at a Godiva store in the United States using a credit card or debit card between April 6, 2013 and November 20, 2015, you may be entitled to benefits under a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

You may have previously received a notice about this settlement in 2016, when the case was pending before the United States District Court for the Southern District of Florida, Case No. 15-cv-60716-WPD. That case was recently re-filed in the Circuit Court of Cook County, Illinois, Case No. 2020 CH 7156. If you already submitted a valid claim in response to the prior notice, you do not need to file a new claim to receive a payment here.

- Plaintiff alleges that willfully printing credit and debit card transaction receipts that include more than the last 5 digits of the card number violates the Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c(g)(1), et seq. (“FACTA”). Plaintiff sued Godiva for allegedly willfully violating FACTA in the lawsuit identified above. Godiva denies Plaintiff’s allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Godiva’s defenses. By entering into the settlement, Godiva has not conceded the truth or validity of any of the claims against it.
- A proposed settlement will provide a total of \$6,300,000 (the “Settlement Fund”) to fully settle and release claims of persons for whom Godiva printed, at one of its retail stores located in the United States, a point-of-sale credit card or debit card transaction receipt that included more than the last 5 digits of the card number at any time during the time period set forth above (the “Settlement Class”).
- The Settlement Fund shall be used to pay all amounts related to the settlement, including awards to Settlement Class Members who submit a valid and timely claim form to receive payment (“Claim Form”), attorneys’ fees and expenses to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award for Plaintiff and the costs of notice and administering the settlement. Class Counsel estimate that Settlement Class Members who timely submit a valid Claim Form will receive around \$55-\$60.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	If you previously submitted a valid claim or if you submit a valid Claim Form by March 22, 2021, you will receive a payment and will give up any right to sue Godiva and/or any other released parties on a released claim. Claim Forms may be submitted by mail to <i>Muransky v. Godiva Chocolatier</i> Claims Administrator, P.O. Box 43403, Providence, RI 02940-3403 or through the Settlement Website by clicking here .
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Godiva and/or other released parties in the future. The deadline for excluding yourself is March 22, 2021.
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the settlement is unfair in any respect. The deadline for this is March 22, 2021. To obtain a benefit from this settlement, you must still submit a Claim Form. If you submit only an objection, you will not receive any benefit from the settlement and you will give up your right to sue Godiva and/or any other released parties on a released claim.
DO NOTHING	If you do nothing, you will not receive any monetary award and you will give up your rights to sue Godiva and/or any other released parties on a released claim.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement if you object to the settlement. To speak at the Final Approval Hearing, you must file a document including your name, address, telephone number and your signature with the Court stating your intention to appear, by no later than March 22, 2021.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed settlement has been reached in the class action lawsuit entitled *Muransky v. Godiva Chocolatier, Inc.*, Case No. 2020 CH 7156 (Cir. Ct. Cook Cnty.). Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received a postcard about this settlement?

If you received a postcard describing this settlement, it is because Godiva’s records indicate that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if a Godiva retail store located in the United States printed a point-of-sale credit card or debit card transaction receipt for you that included more than the last 5 digits of the card number, at any time between April 6, 2013, and November 20, 2015.

3. What is this class action lawsuit about?

In a class action, one or more people called a Class Representative (here, Plaintiff) sue on behalf of people who allegedly have similar claims. This group is called a Class and the persons included are called Class Members. One court resolves the issues for all of the Class Members, except for those who exclude themselves from the Class.

Here, Plaintiff claims that Godiva willfully violated FACTA by printing credit card and debit card transaction receipts at certain of its stores in the United States that included more than the last 5 digits of the credit or debit card number, between April 6, 2013 and November 20, 2015. Godiva denies these allegations and denies any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Neil H. Cohen is the judge in charge of the lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Godiva. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

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

The Court has certified this case as a class action for settlement purposes. The Settlement Class is defined as:

(i) All persons in the United States (ii) who, when making payment at a Godiva retail store located in the United States, (iii) made such payment using a credit or debit card (iv) and for whom Godiva printed a point-of-sale receipt (v) which displayed more than the last 5 digits of the credit or debit card (vi) between April 6, 2013 and November 20, 2015.

Notwithstanding the foregoing, in compliance with 28 U.S.C. § 455, this class specifically excludes persons in the following categories: (A) The judge presiding over this case and the judges of the appellate court; (B) the spouses of those in category (A); (C) any person within the third degree of relationship of those in categories (A) or (B); and (D) the spouses of those within category (C).

“Settlement Class Member” is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.GodivaFACTASettlement.com, you may write to the Claims Administrator at *Muransky v. Godiva Chocolatier* Claims Administrator, P.O. Box 43403, Providence, RI 02940-3403, or you may call the Toll-Free Settlement Hotline, 1-844-830-5222, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of Keogh Law, Ltd., Scott D. Owens, P.A., and Bret Lusskin, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the \$6,300,000 Settlement Fund, which is \$2,100,000, to them for attorneys’ fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of up to \$10,000 to Plaintiff for his service as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Godiva will pay the total amount of \$6,300,000 into a fund (the “Settlement Fund”), which will cover: (1) cash payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys’ fees to Class Counsel, in an amount not to exceed one-third, which is \$2,100,000, plus reasonable expenses, as approved by the Court; (3) service award to Plaintiff, in an amount not to exceed \$10,000, as approved by the Court; and (4) the costs of notice and administration of the settlement.

Cash Payments. All Settlement Class Members are eligible to submit a Claim Form and receive a cash payment. To submit a Claim Form, follow the procedures described under Question 11 below.

No Portion of the Settlement Fund Will Return to Godiva. All money in the Settlement Fund beyond the funds the Court authorizes to be paid for the costs of notice and administration of the settlement, attorneys' fees and costs to Class Counsel and any service award to Plaintiff, will be divided and paid *pro rata* to the Settlement Class Members who submitted valid and timely Claim Forms. Subject to Court approval, any unclaimed funds shall be paid to the Electronic Frontier Foundation and Chicago Bar Foundation as a *cy pres* award on behalf of the Class. No portion of the Settlement Fund will return to Godiva.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Class Counsel estimate that the amount of the cash award (while dependent upon the number of claims) may be around \$55-\$60. **This is an estimate only. The final cash payment amount may be higher or lower than \$55-\$60 and will depend on the total number of valid and timely claims submitted by Settlement Class Members.**

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any released claim to sue or continue to sue Godiva or any other released parties, whether on your own or as part of any other lawsuit, as explained in the settlement agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the settlement, you will agree to release Godiva and any other released parties, as defined in the settlement agreement, from any and all claims that arise from printing a credit or debit card transaction receipt that included more than the last 5 digits of the credit or debit card number.

In summary, the Release includes, without limitation, all claims that arise, could arise, were asserted or could have been asserted based on the printing of Godiva credit and debit card transaction receipts at retail stores that include more than 5 digits of the card number or other credit or debit card information, including, but not limited to, claims under FACTA, the Fair Credit Reporting Act, or any other statute or the common law, for any form of relief.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

If you already submitted a valid claim, then you do not need to do anything else to receive a payment here. If you have not already submitted a valid claim, then to receive a payment, you must submit a valid Claim Form by the deadline stated below. You may get a Claim Form on the Settlement Website, www.GodivaFACTASettlement.com, or by calling the Toll-Free Settlement Hotline, 1-844-830-5222. **Read the instructions carefully, fill out the form completely and accurately, sign it and submit it on a timely basis.** To be valid, the Claim Form must be completed fully and accurately, and signed and submitted timely. A Claim Form may be submitted by mail to the Claims Administrator at: *Muransky v. Godiva Chocolatier* Claims Administrator, P.O. Box 43403, Providence, RI 02940-3403, or via the Settlement Website, [click here](#).

If you are submitting your claim via the Settlement Website, it must be submitted no later than March 22, 2021. If you are mailing your Claim Form to the Claims Administrator, it must be postmarked by that date.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on April 13, 2021, after preliminary approval, to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement through information posted on the Settlement Website at www.GodivaFACTASettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep any right to sue or continue to sue Godiva or a released party, as defined in the settlement agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the settlement, you must send an exclusion request to the Claims Administrator. To be valid, an exclusion request must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the person in the Settlement Class requesting exclusion; and (iii) include the following statement: "I, the undersigned individual, hereby request to be excluded from the settlement in *Muransky v. Godiva*, and I understand that I will consequently not be entitled to receive any proceeds of the class Settlement Fund." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than March 22, 2021 to the Claims Administrator at *Muransky v. Godiva Chocolatier* Claims Administrator, P.O. Box 43403, Providence, RI 02940-3403.

14. If I do not exclude myself, can I sue Godiva for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Godiva or any released parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a settlement payment, and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of any attorneys' fees and expenses and/or service award.

To object, you must make your objection in writing, stating that you object to the settlement in *Muransky v. Godiva Chocolatier, Inc.*, Case No. 2020 CH 7156 (Cir. Ct. Cook Cnty.). To be considered by the Court, the written objection must: (i) attach documents establishing, or provide information sufficient to allow the parties to confirm that the objector is a Settlement Class Member; (ii) include a statement of the specific objections; and (iii) state the grounds for objection, as well as identify any documents which the objector desires the Court to consider.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than March 22, 2021.

For Plaintiff:

Michael S. Hilicki, Esq.
Keogh Law, Ltd.
55 West Monroe St., Ste. 3390
Chicago, IL 60603

For Godiva:

David Almeida, Esq.
Benesch Law
71 South Wacker Dr., Ste. 1600
Chicago, IL 60606

Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means 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.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award and you will give up your rights to sue Godiva and/or any other released parties on a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on April 13, 2021 at the Circuit Court of Cook County, Daley Center, 50 W. Washington St., Courtroom 2308, Chicago, IL 60602. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than March 22, 2021. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice is only a summary of the proposed settlement. You can get a complete copy of the settlement agreement by visiting the Settlement Website, www.GodivaFACTASettlement.com, or you can write to the address above or in Section 5 or call the Toll-Free Settlement Hotline, 1-844-830-5222. You can also call Class Counsel with any questions at 866-726-1092.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, GODIVA OR GODIVA'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.