

Gillian Brown v. 22nd District Agricultural Association
United States District Court, Southern District of California
Case No. 15-cv-02578-JAH (DHB)

If you were issued an electronically printed debit and/or credit card receipt during the San Diego County Fair at the Del Mar Fairgrounds at any time between September 30, 2010 and December 13, 2016, you may be entitled to benefits under a class action settlement.

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

- A proposed settlement will provide \$750,000 in reduced admission prices to the 2017 and, if applicable, 2018 San Diego County Fair(s), plus a total of \$175,000 (the “Common Fund”) to fully settle and release claims. The Settlement would resolve a lawsuit brought on behalf of a putative class of individuals defined as all persons who were issued an electronically printed debit and/or credit card receipt during the San Diego County Fair at the Del Mar Fairgrounds in violation of the truncation requirements of FACTA at any time between September 30, 2010 and December 13, 2016.
- Plaintiff alleges that certain of these electronically printed debit and/or credit card receipts violated the federal Fair and Accurate Credit Transaction Act (“FACTA”), itself an amendment to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”). The 22nd District Agricultural Association (“Association”) and cross-defendant Solar On Set, LLC (“Solar”) deny plaintiff’s allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of plaintiff’s claims or the Association’s defenses. By entering into the settlement, neither the Association nor Solar have conceded the truth or validity of any of the claims against them.
- The Common Fund shall be used to pay all amounts related to the settlement, including attorneys’ fees and costs to attorneys representing plaintiff and the Settlement Class (“Class Counsel”), not to exceed \$150,000, any service award for plaintiff, not to exceed \$5000, the costs of notice and administration of the settlement, not to exceed \$15,000, and the cost of a Neutral Expert to opine on the fair market value for fair admission, not to exceed \$5,000. In addition, each admission entrance fee for the 2017 San Diego County Fair (subject to a \$750,000 total reduction cap) shall be reduced fifty (50) cents from the then-current fair market value of such admission prices as determined by the Neutral Expert or as otherwise agreed upon between Class Counsel and the Association and the Association’s Counsel. To the extent the reduction cap has not been met through the 2017 San Diego County Fair fee reduction, each admission entrance fee for the 2018 San Diego County Fair (subject to a \$750,000 total reduction cap, inclusive of the previous year reduction) shall be reduced *pro rata* based on a calculation of the expected 2018 attendance and the remaining amount under the reduction cap. Any unawarded portion of the Common Fund shall be paid to a charity approved by the Court.

- **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.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING/ATTEND UPCOMING SAN DIEGO COUNTY FAIRS	If you attend the 2017 San Diego County Fair, your ticket price will be reduced in accordance with the terms of this Settlement Agreement. A reduced ticket price requires no further action on your part. If you attend the 2018 San Diego County Fair, your ticket price <i>may</i> be reduced in accordance with the terms of the Settlement Agreement. A reduced ticket price requires no further action on your part.
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	This is the only option that allows you to pursue your own claims against the Association and/or other released parties in the future. Opting out requires that you write to the Settlement Administrator by the deadline of March 28, 2017.
OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator about why you believe the settlement is unfair in any respect. The deadline for objecting is March 28, 2017. If you submit only an objection, you will give up your rights to sue the Association and/or any other released parties on a released claim. You must include your name, address, telephone number, your signature, and a copy of an electronically printed debit and/or credit card receipt printed at the San Diego County Fair at the Del Mar Fairgrounds in violation of the truncation requirements of FACTA between September 30, 2010 and December 13, 2016.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must write to the Settlement Administrator and state your intention to appear no later than March 28, 2017. You must include your name, address, telephone number, your signature, and a copy of an electronically printed debit and/or credit card receipt printed at the San Diego County Fair at the Del Mar Fairgrounds in violation of the truncation requirements of FACTA between September 30, 2010 and December 13, 2016.

- 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. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient and check the settlement website for any updates.

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 putative class action lawsuit entitled *Gillian Brown v. 22nd District Agricultural Association*, United States District Court, Southern District of California, Case No. 15-cv-02578-JAH (DHB). 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 an electronically printed debit/credit card receipt from the San Diego County Fair?

You are a member of the Settlement Class if you fit the below class definition.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, the 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 the Association violated FACTA by electronically printing debit and/or credit card receipts at the San Diego County Fair between September 30, 2010 and December 13, 2016, which contain the expiration dates of debit and/or credit cards. The Association and Solar deny these allegations and deny any claim of wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable John A. Huston and the Honorable David H. Bartick are in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of plaintiff or the Association. 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 a benefit. 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 a class action for settlement purposes only. The Settlement Class is defined as:

All persons who were issued an electronically printed debit and/or credit card receipt during the San Diego County Fair at the Del Mar Fairgrounds in violation of the truncation requirements of

FACTA at any time between September 30, 2010 and December 13, 2016.

If you are still not sure whether you are included, you can visit other sections of the Settlement Website, <http://classactionsandiegocountyfair.com>, you may write to the settlement administrator at Brown v. 22nd District, c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, (877) 645-1931.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the law firm of Gaines & Gaines, APLC 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 \$150,000 of the Common Fund to them for attorneys' fees and expenses. Class Counsel also will ask the Court to approve payment of \$5,000 to the plaintiff for her services as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Reduced Admission Prices. Each admission entrance fee for the 2017 San Diego County Fair (subject to a \$750,000 total reduction cap) shall be reduced fifty (50) cents from the then-current fair market value of such admission prices as determined by the Neutral Expert or as otherwise agreed upon between Class Counsel and the Association and the Association's Counsel. To the extent the reduction cap has not been met through the 2017 San Diego County Fair fee reduction, each admission entrance fee for the 2018 San Diego County Fair (subject to a \$750,000 total reduction cap, inclusive of the previous year reduction) shall be reduced *pro rata* based on a calculation of the expected 2018 attendance and the remaining amount under the reduction cap.

Common Fund. The Association and Solar will pay the total amount of \$175,000 into a fund (the "Common Fund"), which will cover: (1) the settlement administrator for its services in providing publication and website notice and other settlement administration services (up to \$15,000), (2) plaintiff Gillian Brown for an enhancement award (subject to Court approval, up to \$5,000), (3) plaintiff's counsel for their attorneys' fees and costs (subject to Court approval, up to \$150,000), and (4) a neutral expert who shall determine the then-current fair market value of admission prices for the 2017 and 2018 San Diego County Fairs (up to \$5,000). Any unawarded portion of the Common Fund shall be paid to a charity approved by the Court.

No Portion of the Common Fund Will Return to the Association or Solar.

9. 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, on your own or as part of any other lawsuit, the Association and/or any other Released Parties, 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 the Association and any other Released Parties, as defined in the Settlement Agreement, from any and all claims that arise from the alleged violations of FACTA at issue in this action.

In summary, the Release includes, without limitation, all claims that arise out of or relate in any way to the Released Parties' printing of information on receipts provided to Settlement Class Members, to the fullest extent that those terms are used, defined or interpreted by the FCRA, including FACTA, relevant regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the FCRA and any other statutory or common law claim arising from the printing of information on receipts provided to Plaintiff and/or Settlement Class Members (collectively, the "Released Claims"). The precise definitions of Released Claims and Released Parties are set forth in the Settlement Agreement, available on the settlement website or by request from the Settlement Administrator.

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.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of the settlement?

If you want to keep the right to sue or continue to sue the Association or the Released Parties, 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 Settlement 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 and address of the person in the Settlement Class requesting exclusion; and (iii) include the following statement: "I/we request to be excluded from the settlement in the 22nd District Agricultural Association FACTA action." 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 28, 2017, to the Settlement Administrator at Brown v. 22nd District, c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, (877) 645-1931.

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) the Association or any Released Parties for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

12. 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 costs and/or service award.

To object, you must make your objection in writing, stating that you object to the settlement in Gillian Brown v. 22nd District Agricultural Association. 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, including providing a full name, address, whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel, and a copy of an electronically printed debit and/or credit card receipt printed at the San Diego County Fair at the Del Mar Fairgrounds in the City of Del Mar in violation of the truncation requirements of FACTA at any time between September 30, 2010 and December 13, 2016; (ii) include a statement of such Settlement Class Member's specific objections; and (iii) state the grounds for objection and attach any documents supporting the objection.

To be considered, you must mail your objections to the Settlement Administrator at the address below, postmarked no later than March 28, 2017, at Brown v. 22nd District, c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, (877) 645-1931.

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

Objecting is 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 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

14. What happens if I do nothing at all?

If you do nothing, you will give up your rights to sue the Association and/or any other Released Parties on the Released Claims. For information relating to what rights you are giving up, see Question 9.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on May 11, 2017 at 3:30 p.m., in Courtroom 1D of the James M. Carter and Judith N. Keep United States Courthouse, 10th Floor, 333 West Broadway, San Diego, California. 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 12 above, the Court also will 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.

16. 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.

17. 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 Settlement Administrator according to the procedure set forth in Question 12 above. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be mailed to the Settlement Administrator, postmarked no later than March 28, 2017, at Brown v. 22nd District, c/o Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, (877) 645-1931. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

18. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the Settlement Agreement by visiting the Settlement Website, <http://classactionsandiegocountyfair>. You can also call Class Counsel with any questions at (866) 550-0855.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, THE ASSOCIATION OR THE ASSOCIATION'S COUNSEL ABOUT THE SETTLEMENT.