

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

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

Plaintiff,

v.

TACOMA SCREW PRODUCTS, INC., and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 2:16-cv-01026-JCC

Hon. John C. Coughenour

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 Tacoma Screw Products, Inc. ("TSP"), 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 TSP. The lawsuit alleges that TSP willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing the expiration date of the credit card or debit card on customer receipts. TSP 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 TSP. 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. TSP 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 purchase or other transaction at any TSP store at any time during the period July 1, 2014 to July 14, 2016, and you were provided an electronically printed receipt on which was printed the expiration date of your credit card or debit card.

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 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 TSP Gift Card in an amount of \$100.00.

Please refer to the section below entitled "How Can I Get A TSP Gift Card?" to find out what you need to do to receive a TSP Gift Card.

Each TSP Gift Card shall be fully transferable to any and all other persons and shall not expire. The TSP Gift Cards are not redeemable for cash and may only be used to make the purchase of goods or services from any TSP location.

As a result of the Complaint in this action, TSP has: (1) changed its point of sale ("POS") system programming to comply with FACTA's prohibition on displaying expiration dates on credit or debit card receipts; and (2) has implemented a FACTA compliance policy and agrees to continue to implement that policy to ensure that it does not print credit or debit card receipts which display the expiration date or more than the last 5 digits of the card number.

How Can I Get A TSP Gift Card?

To obtain a \$100 TSP Gift Card, 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 individual customer receipt issued by Tacoma Screw Products at any time during the period July 1, 2014 to July 14, 2016 that contains the expiration date of your personal credit or debit card;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement (which must identify the name or entity to whom the card was issued) showing that you made a transaction at any Tacoma Screw Products store at any time during the

period July 1, 2014 to July 14, 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 other than the name of whom the card was issued to and the date and amount of the Tacoma Screw Products purchase in order 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 the name of whom the card was issued to, the address, type of card, and all of the details of your transaction with Tacoma Screw Products, including the date and amount of your transaction.

You may make only one claim regardless of whether you have made one or more than one credit or debit card transaction with Tacoma Screw Products during the period July 1, 2014 to July 14, 2016. Accordingly, if you had more than one transaction you only need to provide proof of either one receipt or one statement showing that you made one transaction at any Tacoma Screw Products at any time during the period July 1, 2014 to July 14, 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 and will be destroying the documents we received once the processing of all claims is complete.

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 July 5, 2018:**

TSP FACTA Settlement
c/o Atticus Administration
P.O. Box 1440
Minneapolis, MN 55440

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-844-728-8428, **by no later than 11:59 p.m. Pacific Time on July 5, 2018.**

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.TSPFACTASettlement.com, **by no later than 11:59 p.m. Pacific Time on July 5, 2018.**

Please visit www.TSPFACTASettlement.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, TSP 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 TSP Gift Card?

If you submit a valid and timely claim, and the Court approves the Settlement, the amount of your TSP Gift Card will be \$100.00.

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, including the Settlement, and you will not be able to sue, or continue to sue Tacoma Screw Products, 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 Tacoma Screw Products, Inc., as well as its predecessors, successors, affiliates, officers, shareholders, directors, 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 alleged in Plaintiff's Complaint, whether arising under state or federal law, including allegations of FACTA violations, during the Class Period.

Unknown or Different Facts and Claims. Viesse and each Settlement Class member who does not timely opt-out of the Settlement acknowledge that they may learn facts in addition to or different from facts known or believed to be known on the date of preliminary approval of the Settlement. Nevertheless, Viesse and each Settlement Class member who does not timely opt-out of the Settlement waive all claims relating to such unknown or different facts with respect to the releases set forth in the paragraph above entitled "Release by the Settlement Class."

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 Tacoma Screw Products, 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. TSP, Inc., et al.*, Case No. 2:16-cv-01026-JCC. To be effective, you

must mail your request for exclusion, **postmarked no later than March 7, 2018**, to the Settlement Administrator at the following address:

TSP FACTA Settlement
c/o Atticus Administration
P.O. Box 1440
Minneapolis, MN 55440

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 Tacoma Screw Products, 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 Tacoma Screw Products, 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 **March 7, 2018**.

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. TSP, Inc., et al.*, Case No. 2:16-cv-01026-JCC. Your letter must include all of the following:

- a. A reference at the beginning to this case, *Viesse, et al. v. TSP, Inc., et al.*, Case No. 2:16-cv-01026-JCC.
- b. Your full name, address, and telephone number.
- c. A written statement of all grounds for your objection, accompanied by any legal support for such objection.
- d. Copies of any papers, briefs, or other documents upon which your objection is based.
- e. A list of all persons who will be called to testify in support of your objection.

- f. 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.

You must mail your objection to the Court, Class Counsel, and TSP's Counsel, addressed to each of the respective addresses listed below. Objections to the Settlement must be postmarked no later than March 7, 2018. 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 March 13, 2018.

COURT	CLASS COUNSEL	TSP COUNSEL
Clerk of the Court for the Hon. John C. Coughenour United States Courthouse 700 Stewart Street, Suite 16229 Seattle, WA 98101	Chant Yedalian CHANT & COMPANY A Professional Law Corporation 1010 N. Central Ave. Glendale, CA 91202	Bradley B. Jones and Stephanie Bloomfield. GORDON THOMAS HONEYWELL LLP 1201 Pacific Ave., Suite 2100 Tacoma, WA 98402

**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 \$150,000 for attorneys' fees and costs. The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit, negotiating the Settlement, causing TSP 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 TSP.

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

The Court will hold a fairness hearing at **9:00 a.m. on April 3, 2018**, at 700 Stewart Street, Suite 16206, Seattle, Washington 98101, before Judge John C. Coughenour. 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 is 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. TSP, Inc., et al.*, Case No. 2:16-cv-01026-JCC." 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 TSP 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 March 13, 2018. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement must be postmarked must be postmarked no later than March 7, 2018.

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.TSPFACTASettlement.com; (2) write the Settlement Administrator at the following address: TSP FACTA Settlement, c/o Atticus Administration, P.O. Box 1440, Minneapolis, MN 55440; or (3) call the Settlement Administrator at 1-888-233-2228.