

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

YAN TSANG and FLORENCE MUSSAT,)	
)	Case No. 15-cv-11160
Plaintiff,)	
)	Judge Der-Yeghiayan
v.)	
)	
ZARA USA, INC.,)	
)	
Defendant.)	

TO: All persons to whom Zara USA provided an electronically printed receipt at the point of sale in a transaction occurring inside one of Zara’s stores in the United States, from April 28, 2015, to July 1, 2015, which displayed the credit card’s first six digits. The class includes debit cards that were used as credit cards without a PIN being used, but excludes debit cards in which a PIN was used.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	Submit a claim either by Mail or through the Settlement Website www.SettlementZara.com by September 26, 2016 and if this settlement is approved you will receive a check for up to \$100 (up to one hundred dollars) per transaction.
DO NOTHING BUT STAY IN THE SETTLEMENT	If you do nothing, you will remain in the settlement class and be bound by the orders of the Court. You will not receive a payment from the settlement fund that has been established in this case.
EXCLUDE YOURSELF	If you exclude yourself, you will not receive a payment, but you retain your right to sue regarding the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement. If you want to object, you must file a claim by September 26, 2016 , and separately you must file your objection with the Court by October 10, 2016 . You may also appear at the fairness hearing. The Court will consider your objections whether or not you appear at the fairness hearing.
GO TO A HEARING	You may appear at the hearing or ask to speak in Court about the fairness of the settlement but you don’t have to.

These rights and options and the deadlines to exercise them are explained below.

1. What is this notice about?

Defendant has agreed to settle this lawsuit on a nationwide class basis. Pursuant to the Court's order preliminarily approving the parties' class settlement agreement this notice of the settlement, which contains an explanation of your rights under the terms of the settlement, and information on how to submit a claim for a share of the settlement, is being made available of the Settlement Website www.SettlementZara.com.

2. What is this lawsuit about?

Plaintiff filed the above Lawsuit, on behalf of himself and a Class in the United States District Court for the Northern District of Illinois, Eastern Division (the "Lawsuit"), against Defendant alleging willful violations of the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act ("FCRA"). Specifically, Plaintiff claims that Defendant willfully violated 15 U.S.C. §1681c(g) in that Plaintiff received from Defendant a printed electronically-generated receipt at the point of sales or transaction which displayed Plaintiff's first six account digits of Plaintiff's payment card. Plaintiff sought to recover for himself and for each person who was provided a printed non-FACTA compliant receipt from Defendant's stores located in the United States an amount of \$100 to \$1,000 per willful violation. Plaintiff did not seek any actual damages for himself or for the Class. Defendant denies that it willfully violated the FACTA, and it denies that Plaintiff and the Settlement Class Members are entitled to any damages. Defendant denies that a class should be certified under the Federal Rules of Civil Procedure.

3. Why is this a class action?

In a class action a person called the Class Representative (in this case, Yan Tsang) sued on behalf of a group (or a "Class") of people who have similar claims.

4. Why is there a settlement?

In order to avoid the cost, risk, delay of litigation, and uncertainty of trial, the parties agreed to a settlement.

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

The Court decided that everyone falling under the following definition is a member of the Settlement Class defined as follows:

All persons to whom Zara USA provided an electronically printed receipt at the point of sale in a transaction occurring inside one of Zara's stores in the United States, from April 28, 2015, to July 1, 2015, which displayed the credit card's first six digits. The class includes debit cards that were used as credit cards without a PIN being used, but excludes debit cards in which a PIN was used.

6. What can I get from the settlement?

Under the settlement agreement, each Settlement Class Member who makes a timely claim that is accepted (“Claimant”) will receive a *pro rata* share of the Common Fund, after payment of Attorney’s Fees (as defined below), subject to a maximum payment of \$100 (one hundred dollars) per payment card transaction that Settlement Class Member engaged in during the settlement class time period where the electronically printed receipt displayed the credit card’s first six digits, the (“Claimants’ Share”). If the Claimants’ claims plus Attorney’s Fees does not total more than four hundred twenty four thousand and five hundred dollars (\$424,500), each claimant shall receive a payment of \$100 (one hundred dollars). The Claimants’ Share shall be sent by the Notice and Claims Administrator fourteen (14) days after the Funding Date. Defendant shall not be liable, and will not be obligated to pay, any amount in excess of four hundred twenty four thousand and five hundred dollars (\$424,500) in total for distributions to Settlement Class Members and payment of Attorney’s Fees. Any monies left from the Common Fund after the distributions to Settlement Class Members and payment of Attorney’s Fees will revert back to Zara USA.

7. When will I receive these benefits?

If there are no objections, or objections to only the amount of attorney’s fees sought, you will receive these benefits approximately 21 days after the settlement has been finally approved by the Court.

8. How do I receive a payment?

To receive the cash benefit you need to complete a claim form and return it to the Claims Administrator either by U.S. Mail or submit it electronically through the Settlement Website www.SettlementZara.com.

9. What am I giving up to receive these benefits?

By staying in the class, all of the Court’s orders will apply to you, and you give Defendant, its associated businesses, its insurance company and its owners a “release.” A release means you can’t sue or be part of any other lawsuit against Defendant about the Fair Credit Reporting Act claims raised in this lawsuit. The release does not release actual damages to which you still retain the right to sue Zara if you believe that you sustained actual damages as a direct and related cause of its conduct alleged in the Complaint as amended.

10. How much will the Class Representative receive?

Defendant in addition to and separate from the Settlement Fund has agreed to pay \$10,000.00 (ten thousand dollars) to Plaintiff for Plaintiff’s statutory damages and as an incentive for being the class representative and for the time representing the interests of the Class in this lawsuit, including attending one settlement conference. This amount is subject to the Court’s approval.

11. Unclaimed Settlement Cash Amounts?

Settlement Checks shall expire and be void if not cashed within 45 (forty-five) days. After the expiration of the 45 days, the amount remaining will be awarded on a *cy pres* basis to Dress for Success. <https://www.dressforsuccess.org/>

12. How do I exclude myself from the settlement?

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the defendant, then you must take steps to exclude yourself from the settlement. To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Tsang v. Zara USA, Inc.*, **15-cv-11160 (N.D. Ill.)**. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is received **no later than September 26, 2016**, and must be sent to the following address:

Clerk of the Court
United States District Court
for the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn St., 20th Floor
Chicago, Illinois 60604

13. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you may have the right to sue the defendant over the claims raised in this case, on your own.

14. Do I have a lawyer in this case?

The Court has named Curtis C. Warner of Warner Law Firm, LLC as Class Counsel. You will not be charged by the firm. The firm will petition the Court for attorneys' fees from the settlement fund in the amounts and manner listed below. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **October 10, 2016**.

15. How will the lawyers be paid?

Class Counsel will ask the Court to be awarded attorney's fees and expenses in the amount of up to 20% (twenty percent) of the total payments paid to the Settlement Class Members. The amount awarded is subject to the Court's approval.

16. Is this a fair settlement?

This settlement amount and structure was reached after a settlement conference before the Magistrate Judge assigned to this case. Class Counsel believes that this settlement is fair and reasonable. Defendant expressly denies the claims asserted by the Plaintiff, and denies all

allegations of wrongdoing, liability, or that the class in this litigation should be certified. Given the risks of litigation moving forward, Class Counsel believes that the structure of the settlement is fair and reasonable to end this litigation.

17. 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. In order to object to the settlement or any part of the settlement, you must send a letter (or legal brief) stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Tsang v. Zara USA, Inc.*, **15-cv-11160 (N.D. Ill.)**, your name, address, telephone number and your signature. If you are objecting to the settlement, you may also appear at the fairness hearing (see question no. 18 below). You must also file a claim to have the Court consider your objection. If your objection is overruled, you will receive the same amount distributed to each class member under the terms of the Agreement.

You must mail or you or your attorney must file your objection so that it is received no later than **October 10, 2016**, to:

Clerk of the Court
United States District Court
for the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn St., 20th Floor
Chicago, Illinois 60604

18. Where and when is the fairness hearing?

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so. The Court will hold a fairness hearing on **October 25, 2016 at 9:30 a.m.** in the courtroom of the Honorable Samuel Der-Yeghiayan, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Court Room 1903, Chicago, IL 60604. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the class and to determine the appropriate amount of compensation for the Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing may be postponed to a later date without notice.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING. THE COURT WILL CONSIDER YOUR OBJECTIONS WITHOUT YOU OR AN ATTORNEY APPEARING ON YOUR BEHALF.

19. How do I get more information?

You can go to the website www.SettlementZara.com or call 1-844-491-5744.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.