

REDMAN/ALIANO V. RADIOSHACK CORPORATION

NOTICE OF CLASS ACTION SETTLEMENT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

- **TO:** All persons who, between August 24, 2010 and November 21, 2011, paid by credit or debit card for products or services and received an electronically-printed receipt from any RadioShack store that contained the expiration date of the person's credit or debit card ("Class" or "Class Members").
- Eligible stores consist of any point of sale owned or operated by RadioShack Corporation ("Defendant") in the United States of America ("Stores"). Excluded from the definition of "Store" are all points of sale located in any RadioShack Authorized Dealer location.
- Excluded from the Class are Defendant, its officers, employees, and attorneys; transactions conducted with business credit or debit cards; and transactions made with RadioShack-branded debit or credit cards, as those cards do not contain expiration dates.
- The settlement resolves a lawsuit over whether Defendant violated certain requirements imposed by the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681, *et seq.* ("FACTA"). This settlement avoids the future costs and risks associated with continuing litigation and entitles consumers like you the opportunity to submit a claim for a \$10.00 voucher that can be used for products or services at any Store ("Settlement Benefits").
- Your legal rights are affected whether you act or not. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	The only way to get Settlement Benefits (a \$10.00 RadioShack Settlement Voucher).
EXCLUDE YOURSELF	Receive no Settlement Benefits but retain your right to sue 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	Receive no Settlement Benefits. Give up rights.

- 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. Settlement Benefits will be distributed if the court approves the settlement and after appeals, if any, are resolved. Please be patient.

1. What is this lawsuit about?

Scott D.H. Redman, Mario Aliano and Victoria Radaviciute ("Plaintiffs"), on behalf of all members of the Class, have asserted that Defendant violated certain requirements imposed by FACTA. Specifically, Plaintiffs claim that Defendant printed the expiration date of credit or debit cards on receipts provided to Class Members and that such actions were in violation of FACTA. Plaintiffs have not alleged any actual monetary damage. In the absence of actual monetary damages, in order for Plaintiffs to prevail, the court would have to find that Defendant willfully violated FACTA. Defendant denies any liability or wrongdoing. The parties have entered into a Class Action Settlement Agreement and Release ("Settlement Agreement") with Plaintiffs in an effort to resolve this lawsuit without the need for a trial. For more information, you may contact Plaintiffs' attorneys ("Class Counsel") at 312.726.4162.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiffs) sue on behalf of a group of people who have similar claims. The people with similar claims are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. Why is there a settlement?

The court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at a trial. Defendant thinks it would have prevailed at a trial. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members.

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

Everyone who fits the following description is a Member of the Class:

All persons who, between August 24, 2010 and November 21, 2011, paid by credit or debit card for products or services and received an electronically-printed receipt from any Store that contained the expiration date of the person's credit or debit card. Excluded from the Settlement Class are Defendant, its officers, employees, and attorneys; transactions conducted with business credit or debit cards; and transactions made with RadioShack-branded debit or credit cards, as those cards do not contain expiration dates.

5. What does the settlement provide?

Class Members can submit a claim to receive a \$10.00 RadioShack Settlement Voucher redeemable at any RadioShack Store, as identified in this Notice, or online at www.radioshack.com for any product or service ("Settlement Voucher"). No Class member will be entitled to more than one Settlement Voucher, regardless of the number of receipts that may have contained the expiration date of the Class Member's debit or credit card or that are claimed by the Class Member. Each Settlement Voucher: (1) shall be fully transferrable to any person; (2) shall be redeemable only at a RadioShack-branded store or online at www.radioshack.com; (3) shall be redeemable until the Redemption Deadline (six (6) months after the Effective Date of the settlement); (4) shall have no cash value; (5) shall not be replaced if lost, stolen or damaged; and (6) may be used only once, even if the user does not use the full amount of the credit available on the Settlement Voucher at one time. Up to three (3) Settlement Vouchers may be aggregated for use at one time. No change will be provided for the purchase of items using the Settlement Voucher having a price lower than the balance of the Settlement Voucher.

If claims for Settlement Vouchers exceed \$5,350,000 ("Settlement Amount") after deducting certain other payments (see following paragraph), the amount of each Settlement Voucher will be reduced *pro rata*.

The Settlement Agreement also requires, among other things, that the following will be deducted from the Settlement Amount: (a) \$5,000 paid to each Plaintiff for their individual claims and their services as Class Representatives; (b) up to \$1,000,000 (18.69% of the Settlement Amount) to Class Counsel for attorneys' fees and costs; and (c) costs for notifying Class Members of the settlement, administering the settlement and distributing Settlement Benefits.

6. How can I get a Settlement Benefit?

You must submit a completed claim form by **August 27, 2013**. You can [click here](#) to submit a claim on line, or you can [click here](#) to download a claim form to submit by mail, or you can call **(855) 590-8701** to have a claim form mailed to you. In any case your claim form must be submitted (or postmarked, if mailed) by **August 27, 2013**.

7. When would I get my Settlement Benefit?

The Court will hold a hearing on **September 17, 2013 at 11:00 a.m.** at the U.S. District Court, 219 S. Dearborn St., Courtroom 1041, Chicago, IL 60604, to decide whether to finally approve the settlement. If the Court approves the settlement, somebody may appeal the decision, which could take more than a year to resolve. Please be patient. If the Court approves the settlement and nobody objects to the settlement, Settlement Benefits will be distributed within 21 days of the Court's approval.

8. What am I giving up to get Settlement Benefits and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in *this lawsuit*. It also means that all of the Court's orders will apply to you and legally bind you.

9. Can I exclude myself from the Class?

Yes. If you do not want to participate in the settlement or receive any Settlement Benefits, you must notify the Class Settlement Administrator in writing of your intention to be excluded (opt out). Your election to opt out must contain the following information: your name, your current address, your signature, a statement clearly stating words to the effect of "I want to be excluded from the *Redman/Aliano v. RadioShack* Settlement", and the date. You must mail your exclusion request postmarked no later than **August 27, 2013** to the following:

RadioShack Project Administration
c/o GCG
P.O. Box 35044
Seattle, WA 98124-3508

If you exclude yourself, you will not get any Settlement Benefits 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) Defendant in the future.

10. How can I object to the settlement?

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. The Court will consider your views. To object, you must submit a written objection with the caption *Redman/Aliano v. Radioshack*, No. 11 C 6741, that includes: (a) your full name and current address; (b) a signed declaration that you are a member of the Class and that identifies the Store where you made the credit/debit card purchase and approximate date of your purchase at the Store; (c) the specific grounds for the objection; (d) all documents or writings that you desire the Court to consider; and (e) a notice of intention to appear, if any, at the Fairness Hearing. All written objections shall be filed and postmarked no later than **August 27, 2013**. Any member of the Class who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this lawsuit or in any other action or proceeding. Any member of the Class not otherwise excluded who objects in the manner prescribed and whose objection is rejected by the Court remains a member of the Settlement Class and is bound by the terms and conditions of this Settlement Agreement. You must file your letter with the Clerk of the District Court, 219 S. Dearborn St., 20th Floor, Chicago, IL 60604, and you must serve a copy of your letter on the attorneys for Plaintiffs and Defendant at the following addresses by **August 27, 2013**:

Paul F. Markoff
Markoff Leinberger LLC
134 N LaSalle St Ste 1050
Chicago IL 60602

-and-

James R. Daly
Jones Day
77 W Wacker Dr
Chicago IL 60601

11. Do I have a lawyer in this case?

The Court appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. They will be paid out of the Settlement Amount. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel are:

Paul F. Markoff
Karl G. Leinberger
Markoff Leinberger LLC

-and-

Thomas A. Zimmerman, Jr.
Adam M. Tamburelli
Zimmerman Law Offices, P.C.

12. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement and that it should not be approved. You can object only if you stay in the Class. If the Court rejects your objection, you cannot thereafter exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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

The Court will hold a hearing (a "Fairness Hearing") to decide whether to finally approve the settlement. The Fairness Hearing will be held on **September 17, 2013 at 11:00 a.m.** at the U.S. District Court, 219 S. Dearborn St., Courtroom 1041, Chicago, IL 60604. At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing.

14. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary to hire a lawyer. You may ask the Court for permission to speak at the Fairness Hearing by sending a letter saying that it is your "Notice of Intention to Appear in *Redman v. Radioshack*." Your letter must also include a reference to case number 11 C 6741, your name, current address, telephone number and signature. You must file your letter with the Clerk of the District Court, 219 S. Dearborn St., 20th Floor, Chicago, IL 60604, and you must serve a copy of your letter on the attorneys for Plaintiffs and Defendant at the addresses identified in #10 above by **August 27, 2013**. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.

15. What happens if I do nothing at all?

If you do nothing, and the Court approves the settlement, you will not get any Settlement Benefits but you will still be bound by the settlement. If you want Settlement Benefits, you must submit a claim form.

16. How do I get more information?

You may seek the advice and guidance of your own private attorney, at your own expense, if you desire; you may review the pleadings, records and other papers on file in this lawsuit, which may be inspected during regular business hours at the U.S. District Court, 219 S. Dearborn St., 20th Floor, Chicago, IL 60604; or you may contact Class Counsel at 312.726.4162.

DO NOT CALL THE COURT WITH QUESTIONS

17. What if I move?

If you move between the time you submit a claim form and before you receive Settlement Benefits, please update your contact information with the Class Settlement Administrator (see below).

Class Settlement Administrator

**RadioShack Project Administration
c/o GCG
P.O. Box 35044
Seattle, WA 98124-3508
(855) 590-8701**