

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN

Leonard v. Madison Hospitality Partners LLC, No. 3:11CV763 (Barbara B. Crabb, Judge)

NOTICE OF CLASS ACTION SETTLEMENT

To all persons who received a receipt after November 9, 2009, which displayed the expiration date of your credit or debit card, from the Radisson hotel or restaurant located at 517 Grand Canyon Drive, Madison, Wisconsin.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BENEFIT FROM READING THIS NOTICE.

IF YOU WISH TO RECEIVE A PORTION OF THE CLASS SETTLEMENT PROCEEDS, YOU MUST RETURN THE FORM ENCLOSED WITH THIS NOTICE BY SEPTEMBER 24, 2012.

WHAT IS THIS NOTICE?

This notice informs you that a settlement has been reached in a lawsuit entitled *Leonard v. Madison Hospitality Partners LLC*, in the U.S. District Court for the Western District of Wisconsin, and that you have certain rights with respect to the settlement.

WHAT IS THE CASE ABOUT?

Scott Leonard received an electronically printed receipt from Madison Hospitality Partners – which owns and operates the Radisson hotel (and an attached restaurant) at 517 Grand Canyon Drive, Madison, Wisconsin. That receipt displayed the expiration date of his credit card. As a result, he alleged that Madison Hospitality Partners willfully violated the Fair Credit Reporting Act (“the FCRA”). This law, in part, prohibits merchants from printing the expiration date of a customer’s credit or debit card number. He claims that each person who received such a receipt is entitled to statutory damages under the FCRA. Madison Hospitality Partners denies that it violated the law, or that it did so willfully.

Scott Leonard and Madison Hospitality Partners have agreed to settle this case on a class-wide basis. The Court has preliminarily approved this settlement. This notice advises you of the terms of the settlement, and of a hearing to be held on **October 15, 2012 at 8:30 a.m.**, which will consider whether the settlement is fair.

WHO IS A MEMBER OF THE CLASS?

According to plaintiff’s estimates, there are approximately 3,300 receipts that were given to class members. If you received an electronically printed receipt after November 9, 2009, which displays the expiration date of your credit or debit card, you are one of the members of the class. Class members are entitled to share in the proceeds of the settlement, and have other options which are described in this notice.

WHAT ARE THE SETTLEMENT’S TERMS?

The total amount of the settlement is \$30,000. These funds will be divided between the plaintiff, his counsel, and the class. The costs of sending this notice to you, and printing and mailing settlement checks, will be paid by Madison Hospitality Partners. This should not be construed as any kind of admission by defendant, who has denied liability.

Specifically, plaintiff will seek a payment of \$2,500 for his services to class members. Plaintiff will also seek a payment of \$11,000 to his counsel for attorney’s fees and costs. Both of these amounts are subject to Court approval at the fairness hearing.

The remaining \$16,500 in the settlement fund will be paid to class members who submit a claim form, under the following rules:

- (1) Class members may submit only *one* claim.
- (2) Each claimant can receive up to \$100.
- (3) If the number of claims, multiplied by \$100, is less than the total amount of money available, each claimant would receive \$100, and the remainder would be donated to a Court-approved charity.
- (4) If the number of claims, multiplied by \$100 is more than the total amount of money available, then each class member will receive an equal share of the settlement proceeds, with no charitable contribution (except for funds from any checks which are not promptly cashed.)

CLASS COUNSEL’S OPINION OF THE SETTLEMENT

In an individual lawsuit or class action under the FCRA, you can recover between \$100 and \$1,000 in statutory damages, actual damages, and attorney’s fees, if you can show that the FCRA violation was willful.

As is the case with any lawsuit, there is a possibility of winning, or losing. Counsel for the class believes that

this settlement, which provides a significant amount of relief to class members on a disputed claim, represents a fair and equitable resolution of this matter.

WHAT ARE MY OPTIONS?

You have the choice of (1) remaining in the class and submitting a claim form, (2) excluding yourself from the class, or (3) submitting a written objection. Each choice has certain risks and consequences. You have the right to discuss your decision with class counsel (free of charge), or with your own attorney (at your own expense).

In order to make a claim, the enclosed claim form must be filled out completely. You must also sign the form. By signing the form, you are affirming, under penalty of perjury, that you visited the hotel or restaurant owned by Madison Hospitality Partners and (b) used your credit card while there.

This claim form must be returned by mail to the address on the form, and postmarked no later than September 24, 2012. Late claim forms may not be accepted; if you wish to make a claim, please do so as soon as possible.

If you exclude yourself from the class, you will not be bound by any judgment or disposition of this case, and you will retain any claims you may have against Madison Hospitality Partners. However, you will not receive any compensation from the settlement.

If you wish to exclude yourself from the class, you must send a request for exclusion to counsel for both parties, at the following addresses:

For plaintiff and the class

Thomas E. Soule
Edelman Combs Lattuner & Goodwin LLC
120 South LaSalle Street, 18th Floor
Chicago IL 60603

For defendant

Christopher Dodge
Fuhrman & Dodge SC
2009 West Beltline Highway
Madison, WI 53713

This letter must include your name and address, the name and case number for this case (*Leonard v. Madison Hospitality Partners, No. 3:11CV763*). Requests for exclusion must be postmarked by September 24, 2012.

You may submit a written objection to the settlement. This objection must be served upon counsel for the parties, listed in this notice. The objection must be postmarked by September 24,

2012.

WHO REPRESENTS THE CLASS?

Mr. Leonard has been appointed as the representative of the class. His counsel have been appointed as Class Counsel, and can be contacted at the following address:

Thomas E. Soule (File No. 26105)
Edelman Combs Lattuner & Goodwin LLC
120 South LaSalle Street, 18th Floor
Chicago IL 60603
(312) 739-4200
info@edcombs.com

Class Counsel will represent your interests in this case. You may contact them with any questions that you have about the Lawsuit. You will not be charged for their services. You may, however, hire your own attorney at your own expense to advise you in this matter.

WHEN IS THE FAIRNESS HEARING?

The hearing on the fairness of the settlement will be on **October 15, 2012 at 8:30 a.m.** in Room 260 of the U.S. Courthouse, 120 North Henry Street, Madison, Wisconsin. ***You are not required to attend, but may do so if you wish.***

WHAT IF I HAVE QUESTIONS?

Any questions that you or your attorney may have concerning this Notice should be directed to Edelman, Combs, Lattuner & Goodwin, LLC. **PLEASE READ THIS NOTICE CAREFULLY BEFORE CONTACTING THIS OFFICE.** Also, if writing, please include the case name and the firm's file number (26105), your name and your return address on any letters you send – and not just on the envelopes.

Case documents are available from the Clerk of the U.S. District Court, during normal business hours. The Clerk's Office is located at 120 North Henry Street, Room 320, Madison, Wisconsin.

PLEASE DO NOT CONTACT THE JUDGE ABOUT THE SETTLEMENT OF THIS CASE.