

Torres, et al. v. Pick-A-Part Auto Wrecking, et al.
(U.S.D.C. E.D. Cal. Case No. 1:16-cv-01915-DAD-BAM)

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release ("**Settlement**" or "**Agreement**") is entered into between plaintiff Cirena Torres ("**Torres**" or "**Plaintiff**"), on behalf of herself and all others similarly situated, on the one hand, and defendant Pick-A-Part Auto Wrecking ("**Pick-A-Part**"), on the other hand, and their counsel of record. Torres and Pick-A-Part are collectively referred to as the Parties.

RECITALS

1. On December 22, 2016, Torres filed a putative class action complaint ("**Complaint**") in the United States District Court for the Eastern District of California, entitled *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM.

2. The Complaint alleges that Pick-A-Part willfully violated the Fair and Accurate Credit Transactions Act ("**FACTA**"), 15 U.S.C. §1681c(g), by printing the expiration date of Torres' and other consumers' respective credit card and/or debit card on their electronically printed customer receipt(s), within two years from the date of filing the Complaint.

3. Pick-A-Part does not believe that the Plaintiff's claims in the above-referenced civil action are meritorious, and hereby denies that it is legally responsible to the Plaintiff and/or any member of the purported Class for any of the matters asserted in the pending action. However, Pick-A-Part has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and seeks to resolve the disputed claims.

4. The Parties desire to, and agree to cooperate and take all steps necessary and appropriate to, fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the Complaint, consistent with the terms of this Settlement.

AGREEMENT

5. In consideration of the mutual covenants, promises, and warranties set forth in this Agreement, the Parties agree to a class-wide settlement, subject to the Court's approval, as follows:

6. **Incorporation of Recitals.**

The recitals set forth above are incorporated into this Agreement.

7. **Settlement Contingent Upon Court Approval.**

The terms of this Settlement are subject to approval by the Court. If the Settlement is not approved by the Court or does not become final for any reason, then the Parties expressly reserve all of their rights and remedies.

8. **If the Settlement Does Not Become Final.**

If the Settlement does not become final for any reason, the Settlement will be deemed null and void. In such an event, the Parties will resume as if the Settlement had not been entered, and the terms and provisions of this Agreement will have no further force and effect and may not be used for any purpose (except to potentially later demonstrate the work performed by Torres' counsel). In the event the Settlement does not become final and Pick-A-Part has already transferred the Cash Fund to a bank account designated and maintained by the Settlement Administrator, the Settlement Administrator shall return the Cash Fund to Pick-A-Part after subtracting Administration Costs (which are currently estimated at approximately \$12,000) that have been incurred.

9. **The Settlement Class.**

As part of the settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class (the "**Settlement Class**"): All consumers who, at any time during the period December 22, 2014 to October 28, 2015, were provided an electronically printed receipt at the point of a sale or transaction at Pick-A-Part (located at 2274 E. Muscat Ave., Fresno, CA 93725), on which receipt was printed the expiration date of the consumer's credit card or debit card.

During the Settlement Class period of December 22, 2014 to October 28, 2015, Pick-A-Part had a total of 4,422 credit and debit card transactions.

10. **Settlement Benefits to the Class.**

(a) **Cash Fund:** No later than three business days after the Court enters an order granting preliminary approval of the settlement, Pick-A-Part will establish a non-reversionary cash fund in the amount of \$195,000 (the "**Cash Fund**"), and will transfer the full amount of the Cash Fund to a bank account designated and maintained by the Settlement Administrator for purposes of this Settlement. For avoidance of doubt, it is expressly acknowledged and agreed that Pick-A-Part's total aggregate liability to fund this Settlement shall not exceed the specified amount of the Cash Fund.

(b) **Distributions From The Cash Fund:** After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs, an enhancement payment to the Class Representative, and Administration Costs, the remaining amount (the "**Net Cash Fund**") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "**Pro-Rata Share**"). In the event the Pro-Rata Share is equal to or exceeds \$250, each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$250, to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$250, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund. Distribution of Settlement checks will begin no earlier than 30 days after the Settlement Date. All Settlement checks will be distributed no later than 60 days after the last day to submit claims for compensation from the Net Cash Fund or the Settlement Date, whichever is later. All Settlement checks will have an expiration date stated on them that will be calculated as 120 days from the date the check is issued.

(i) **Distribution of Residue**: Given the nature of this particular consumer class action case, the fact that Pick-A-Part does not know, nor does Pick-A-Part have access to any information which would enable it to determine, the names, postal addresses, email addresses or facsimile numbers of absent Settlement Class members, the fact that Pick-A-Part ceased all retail operations before this lawsuit was filed, and experience with consumer class action claims-made rates, the Parties expect that relatively few claims will be made and that a residue will result. Accordingly, the Parties have agreed on a plan for the disposition of the anticipated residue. Thus, if any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will be distributed *cy pres* to one or more 501(c)(3) charities to be agreed upon by the Parties and proposed to the Court in connection with the motion for preliminary approval. If, for any reason, any or all of the selected charity(ies) proposed by the Parties are not approved by the Court, any such decision by the Court shall not affect the enforceability of the settlement because the Parties agree to propose alternative charity(ies) until the Court determines that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residue. If, for any reason, the Parties cannot agree on the charity(ies), the Parties agree that the Court will determine the charity(ies).

(c) **Administration of Settlement**: The Parties agree that, subject to the Court's approval, Atticus Administration, LLC shall serve as the settlement administrator ("**Settlement Administrator**"). All fees and costs incurred or charged by the Settlement Administrator to administer the Settlement ("**Administration Costs**"), including but not limited to check issuance, Settlement Website, notice to Settlement Class Members, and envelope and postage charges, will be paid from the Cash Fund. At the Request of Defendant, Torres and Class Counsel, jointly and severally, hereby expressly represent and warrant that they have never been employed by the Settlement Administrator, have never held any officer role or other title at the Settlement Administrator, and will not receive any portion of the Administration Costs to be charged by the Settlement Administrator.

(d) **Claims Submission**: Settlement Class members will have 180 days from the date Full Notice is first posted on the Settlement Website to submit a claim (the "**Claims Period**"). Settlement Class members must use the claim form ("**Claim Form**"), which will be in the form attached hereto as **Exhibit A**, or its electronic version on the Settlement Website, to submit a claim. Settlement Class members may submit a Claim Form (together with the required documentation) by postal mail or by facsimile. Claim Forms may be submitted to the Settlement Administrator's postal address or the Settlement Administrator's facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the period December 22, 2014 to October 28, 2015. A valid claim will require that a Settlement Class member produce evidence that he or she received a customer receipt from Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015 that displays the expiration date of his or her credit or debit card. Proof of claim may consist of the original or a copy of either (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015, or (2) a credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.

11. **Notice to the Class.**

Notice of this proposed Settlement shall be provided to the Settlement Class through the following methods:

(a) **Newspaper Notice:** Newspaper notice ("**Newspaper Notice**") shall be made as follows or as the Court may otherwise direct: Newspaper Notice will be substantially in the form attached hereto as **Exhibit B**; The Newspaper Notice will be published on three separate dates in the Fresno Bee, with the first date to occur within 20 days after the Court's preliminary approval of the settlement, the second date to occur within 30 days of the first date, and the third date to occur within 70 days after the first date. All costs for the Newspaper Notice shall be paid from the Cash Fund.

(b) **Settlement Website Notice:** Beginning no later than 10 days after the Court's preliminary approval of the settlement and continuing at least through the last day on which Settlement Class members may submit a Claim Form, the Settlement Administrator will provide a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in the form attached hereto as **Exhibit C**, via a Settlement Website containing a description of the settlement terms. All costs for the Settlement Website shall be paid from the Cash Fund.

(c) **Telephone Number For Settlement Class Members:** The Newspaper Notice, Settlement Website, and Full Notice shall refer to the Settlement Administrator's toll-free telephone number, which Settlement Class members may call. As part of the administration of this settlement, the Settlement Administrator shall respond to calls and other inquiries or communications from Settlement Class members or possible Settlement Class members.

12. **Paper Copy Requests.**

If any Settlement Class member requests a paper copy of the Full Notice or of this long-form settlement agreement, it shall be the Settlement Administrator's obligation to provide and pay for same, including postage costs, from the Cash Fund.

13. **Opt-Out.**

(a) **The Opt-Out Process:** Settlement Class members will have until sixty (60) calendar days after the first date of posting the Full Notice to the Class pursuant to paragraph 11(b) above, to exclude themselves from the Settlement (the "**Opt-Out Deadline**"). Settlement Class members may opt out by timely sending a written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness hearing.

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14. **Objections to the Settlement or to the Fee Motion.**

(a) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such objection must be filed with the Court and also served on Class Counsel and counsel for Pick-A-Part. To be effective, any such objection must be in writing and include the contents described in paragraph 14(c), and must be filed and served no later than sixty (60) calendar days after the first date of posting the Full Notice to the Class, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(b) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to 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. Such motion will be posted on the Settlement Website no later than thirty (30) calendar days before the final fairness hearing scheduled by the Court. Any objection must be filed with the Court and also served on Class Counsel and counsel for Pick-A-Part. To be effective, any such objection must be in writing and include the contents described in paragraph 14(c), and must be filed and served no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(c) To be effective, any objection described in paragraph 14(a) or paragraph 14(b) must contain all of the following information:

A. A reference at the beginning to this matter, *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM;

B. The objector's full name, address, and telephone number;

C. Proof of Class membership consisting of the original or a copy of either: (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015, or (2) a credit or debit card statement showing that he or she made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.

D. A written statement of all grounds for the objection, accompanied by any legal support for such objection;

E. Copies of any papers, briefs, or other documents upon which the objection is based;

F. A list of all persons who will be called to testify in support of the objection; and

G. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

H. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and

(2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

I. A statement by the objector under oath that: (1) he or she has read the objection in its entirety, (2) he or she is a member of the Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (4) identifies the caption of each case in which the objector has made such objection, (5) authenticates any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement; and (6) states that he or she will personally appear at the fairness hearing.

15. **Requests To Appear.**

The Parties will request that the Court enter an order requiring any Settlement Class member who requests to be heard orally at the fairness (final approval) hearing to file with the Court and serve on Class Counsel and Pick-A-Part's counsel a written notice of intention to appear at the fairness hearing ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class member (or his/her counsel) will present to the Court in connection with the fairness hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Full Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the fairness hearing. 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 twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement Agreement must be postmarked no later than sixty (60) calendar days after the first date of posting the Full Notice to the Class, or as the Court otherwise directs.

16. **Release by the Settlement Class.**

As of the Settlement Date, and except as to such rights or claims created by the settlement, Torres and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release Pick-A-Part Auto Wrecking as well as its insurers, predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, 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 from December 22, 2014 to October 28, 2015, concerning Pick-A-Part Auto Wrecking.

17. **Class Representative and Class Counsel.**

Pick-A-Part shall not object to, oppose or otherwise contest the designation and appointment of Torres as class representative ("**Class Representative**") for the Settlement

Class, and Chant Yedalian of Chant & Company A Professional Law Corporation as class counsel ("**Class Counsel**") for the Settlement Class.

18. **Incentive (Service) Award to Plaintiff.**

As part of the settlement, Pick-A-Part will not object to, oppose or otherwise contest Torres receiving an incentive payment of up to \$4,000, to be paid from the Cash Fund, to compensate her for her services as Class Representative. The award, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check payable to "Cirena Torres" to Class Counsel within 10 days of the Settlement Date. The award will be in addition to any other benefit to which Torres will be entitled under the settlement as a Settlement Class member.

19. **Class Counsel's Fees and Costs.**

As part of the settlement, Pick-A-Part will not object to, oppose or otherwise contest Class Counsel receiving an award of attorney's fees of up to \$65,000, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$3,000, also to be paid from the Cash Fund. The awards, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check to Class Counsel, payable to "Chant & Company A Professional Law Corporation," within 10 days of the Settlement Date.

20. **Settlement Shall Survive Any Intervening Change of Law.**

The Parties agree and intend that the Settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall any future change, modification, reversal or clarification of the law provide either of the Parties with grounds to oppose preliminary or final approval of the settlement.

21. **Settlement Date.**

The Settlement shall become effective (the "**Settlement Date**") upon the entry of a final order and judgment ("**Judgment**") by the Court and the Judgment becoming final by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review. The Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the settlement.

22. **Duties of the Parties in Connection With Preliminary Court Approval of the Settlement.**

Promptly upon execution of this Agreement, counsel for Plaintiff and the Settlement Class will submit this Agreement to the Court as part of a motion for preliminary approval of the Settlement. The motion for preliminary approval will seek an order:

- (a) Certifying a Settlement Class as defined in this Agreement for purposes of settlement;
- (b) Appointing Plaintiff as class representative for settlement purposes;
- (c) Appointing Plaintiff's counsel, Chant Yedalian of Chant & Company A Professional Law Corporation as Class Counsel for settlement purposes;
- (d) Approving the means of notice to the Settlement Class, as well as the form and content of the proposed notice forms;
- (e) Directing notice to be made to Settlement Class members as described in this Agreement;
- (f) Establishing deadlines for Settlement Class members to submit a request to opt out of the Settlement and to submit objections to the Settlement;
- (g) Preliminarily approving the Settlement subject to final review by the Court; and
- (h) Scheduling a fairness hearing to determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

23. **Duties of the Parties in Connection With Final Court Approval of the Settlement.**

At least 30 days before the final fairness hearing set by the Court, Plaintiff will file a motion for final approval of the settlement and a motion for an award of attorney's fees and costs and for service (or incentive) awards. Plaintiff will submit a proposed final order and judgment:

- (a) Approving the Settlement contained in this Agreement, adjudicating the terms of the Settlement to be fair, reasonable and adequate, and directing completion of its terms and provisions;
- (b) Adjudicating that the release contained in paragraph 16 of this Agreement binds each Settlement Class member who does not timely opt out of the settlement;
- (c) Determining, as appropriate, an award to Plaintiff as compensation for her service as the class representative;
- (d) Awarding Class Counsel reasonable attorney's fees and costs;
- (e) Entering Judgment in this Action; and
- (f) Retaining continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

24. **Parties' Authority.**

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

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25. **Mutual Full Cooperation To Effectuate Settlement.**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the settlement. The Parties shall diligently work together to seek preliminary and final court approval of the settlement. In the event that the Court fails to issue a preliminary approval order, or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court.

26. **No Prior Assignments.**

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this settlement, except as set forth in this Agreement.

27. **No Admission.**

Nothing contained in this Agreement, nor the consummation of the settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of any of the Parties.

28. **No Tax Advice.**

No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each of the Parties has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. None of the Parties has entered into this Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

29. **Notices.**

Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing and addressed as follows (subject to the right of each of the Parties to designate another address and/or telephone number should such change):

To Plaintiff and/or the Settlement Class:

Chant Yedalian, Esq.
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, CA 91202
Phone: 877.574.7100

To Pick-A-Part:

Ted A. Galfin, Esq.
LAW OFFICES OF TED A. GALFIN

9160 Irvine Center Drive, Suite 200
Irvine, CA 92618
Phone: 949.752.2444

30. **Construction.**

The terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Agreement will not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or his, her or its counsel participated in the drafting of this Agreement.

31. **Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein.**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Agreement.

32. **Headings and Interpretations.**

The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

33. **Modification.**

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

34. **Integration.**

This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

35. **Agreement Binding.**

This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

36. **Class Counsel Signatories.**

Because the number of members of the Settlement Class could potentially be large, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Full Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Full Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this

Agreement were executed by each member of the Settlement Class who does not timely opt out of the Settlement.

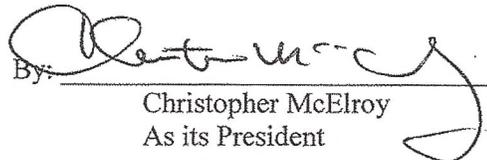
37. Counterparts.

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

AGREED TO AND ACCEPTED:

Dated: September 25, 2017

Defendant Pick-A-Part Auto Wrecking:

By: 
Christopher McElroy
As its President

Dated: September 25, 2017

Counsel for Defendant Pick-A-Part Auto Wrecking:
LAW OFFICES OF TED A. GALFIN

By: 
Ted A. Galfin

Dated: September ___, 2017

Plaintiff Cirena Torres:

By: _____
Cirena Torres

Dated: September ___, 2017

Counsel for Plaintiff and the Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

Agreement were executed by each member of the Settlement Class who does not timely opt out of the Settlement.

37. **Counterparts.**

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

AGREED TO AND ACCEPTED:

Dated: September ____, 2017

Defendant Pick-A-Part Auto Wrecking:

By: _____
Christopher McElroy
As its President

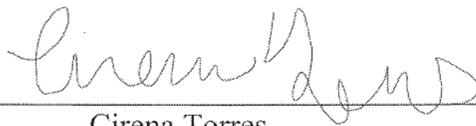
Dated: September ____, 2017

Counsel for Defendant Pick-A-Part Auto Wrecking:
LAW OFFICES OF TED A. GALFIN

By: _____
Ted A. Galfin

Dated: September 27, 2017

Plaintiff Cirena Torres:

By: 
Cirena Torres

Dated: September 27, 2017

Counsel for Plaintiff and the Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

By: 
Chant Yedalian

EXHIBIT "A"

I. Your Information

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address (Optional): _____

**II. Please provide either: (1) an original or copy of your customer receipt, OR
(2) an original or copy of your credit or debit card statement**

You must provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction from Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015. 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 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 your name, address, and all of the details of your transaction from Pick-A-Part, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.

III. Please Sign This Form

I declare that the facts stated in this Claim Form are true and accurate.

Signature: _____

INSTRUCTIONS FOR THE CLAIM FORM

I. Deadline For Returning Your Completed Claim Form

In order to receive any benefits, you must complete and return the attached Claim Form **by no later than [DATE]**. You may submit the Claim Form by U.S. mail, fax, or on-line submission.

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 [DATE]**:

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

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.?????.com, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

II. You Must Complete Section I Of The Claim Form

You must complete Section I entitled "Your Information" by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is optional.

III. You Must Also Provide The Necessary Document With Your Claim Form

As explained in Section II of the Claim Form, you must provide proof **in either one of the following two ways**:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction from Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015. 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 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 your name, address, and all of the details of your transaction from Pick-A-Part, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to

provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.

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.

IV. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Claim Form in the space provided in Section III of the Claim Form.

EXHIBIT "B"

LEGAL NOTICE

If you made a purchase or other transaction with your credit card or debit card at Pick-A-Part Auto Wrecking, 2274 E. Muscat Ave., Fresno, CA 93725, during the period December 22, 2014 to October 28, 2015, a proposed class action settlement may affect your rights and you may be entitled to benefits.

What's This About and Who's Included?

A class action lawsuit has been filed against Pick-A-Part Auto Wrecking ("Pick-A-Part"). The lawsuit alleges that Pick-A-Part willfully violated a federal law by printing credit card and debit card expiration dates on receipts provided to customers. The law which Pick-A-Part is alleged to have violated is the Fair and Accurate Credit Transactions Act ("FACTA"). Pick-A-Part denies that it violated FACTA.

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.

Am I a Class Member?

You are a Class member if you are an individual who made a purchase or other transaction at Pick-A-Part, 2274 E. Muscat Ave., Fresno, CA 93725, with your personal credit card or debit card at any time during the period December 22, 2014 to October 28, 2015 and received an electronically printed customer receipt which displays your card's expiration date.

What Is Being Sought By This Lawsuit?

The lawsuit seeks to recover statutory damages in the range of \$100-\$1,000 for each electronically printed customer receipt provided to Class members on which receipt their credit card or debit card expiration date was printed. The lawsuit also seeks other remedies such as attorney's fees and costs. The Court has not yet decided in favor of either the Class or Pick-A-Part.

Why Am I Receiving This Notice?

The Court presiding over this lawsuit (entitled *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*,

Case No. 1:16-cv-01915-DAD-BAM, United States District Court for the Eastern District of California, approved a proposed class settlement. If you are part of the Class, your legal rights will be affected by this settlement unless you decide to exclude yourself. The Court authorized this notice to inform Class members about this settlement and their options.

Do I Have a Lawyer in the Case?

The Court appointed Chant Yedalian of Chant & Company A Professional Law Corporation to represent you and other Class members, as Class Counsel. You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

What Are My Options?

If you are a Class member, you have the following options: (1) remain in the Class and submit a claim for up to a \$250 payment; (2) do nothing and do not receive any payment from this settlement but remain in the Class; (3) exclude yourself from the Class and settlement; (4) remain in the Class and object to the settlement; (5) remain in the Class and ask the Court for permission to speak at the fairness hearing. If you remain in the Class, you will be bound by all of the Court's orders and judgment. Staying in the Class also means that you can't sue or be part of any other lawsuit against Pick-A-Part Auto Wrecking and certain other persons or entities about the issues involved in this lawsuit and settlement. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this lawsuit if you stay in the Class. If, however, you would like to exclude yourself from this lawsuit and settlement, you must send a request for exclusion postmarked no later than [Month, Day Year]. For further information about this lawsuit and settlement and your options, you may visit the website or call the toll-free number listed below.

1-???-???-????

www.?????????????????????.com

EXHIBIT "C"

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

CIRENA TORRES, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PICK-A-PART AUTO WRECKING (d/b/a
Pick-A-Part); and DOES 1 through 10,
inclusive,

Defendants.

Case No. 1:16-cv-01915-DAD-BAM

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 Pick-A-Part Auto Wrecking ("Pick-A-Part"), 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 Pick-A-Part. The lawsuit alleges that Pick-A-Part willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing on customer receipts the expiration date of its customer's credit card or debit card. Pick-A-Part 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 Pick-A-Part. 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. Pick-A-Part 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 Cirena Torres,

Am I a Class Member?

You are a Class member if you are an individual who made a purchase or other transaction at Pick-A-Part, 2274 E. Muscat Ave., Fresno, CA 93725, with your personal credit card or debit card at any time during the period December 22, 2014 to October 28, 2015 and received an electronically printed customer receipt which displays your card's expiration date.

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 for the Eastern District of California 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?

Pick-A-Part will establish a non-reversionary cash fund in the amount of \$195,000 (the "Cash Fund"),

If you are a Class member, you may be entitled to an amount up to \$250.00.

Please refer to the section below entitled "How Can I Get Payment?" to find out what you need to do to receive a payment.

How Can I Get Payment?

To obtain a payment, in an amount up to \$250.00, 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 customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction from Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015. 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 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 your name, address, and all of the details of your transaction from Pick-A-Part, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.

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.

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 [DATE]**:

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

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.?????.com, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

Please visit www.?????.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, payments 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 Payment?**

Pick-A-Part will establish a non-reversionary cash fund in the amount of \$195,000 (the "Cash Fund"). After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs, an enhancement payment to the Class Representative, and Administration Costs, the remaining amount (the "Net Cash Fund") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$250, each Settlement Class member who

submits a valid and timely claim will be mailed a check in the amount of \$250, to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$250, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund.

If any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will be distributed *cy pres* to one or more 501(c)(3) charity[ies in the following shares]: [Insert approved charity[ies and respective shares].

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, and you will not be able to sue, or continue to sue Pick-A-Part Auto Wrecking 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, Torres and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release Pick-A-Part Auto Wrecking as well as its insurers, predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, 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 from December 22, 2014 to October 28, 2015, concerning Pick-A-Part Auto Wrecking.

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 Pick-A-Part Auto Wrecking 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 *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

[Settlement Administrator's Address]

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 Pick-A-Part Auto Wrecking 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 Pick-A-Part Auto Wrecking 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 **[Opt-Out Deadline]**.

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 *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM. Your letter must include all of the following:

- a. A reference at the beginning to this matter, *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM
- b. Your full name, address, and telephone number.
- c. Proof of Class membership consisting of the original or a copy of either: (1) your customer receipt containing the expiration date of your credit or debit card showing that you made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015, or (2) a credit or debit card showing that you made a transaction at Pick-A-Part at any time during the period December 22, 2014 to October 28, 2015.
- d. A written statement of all grounds for your objection, accompanied by any legal support for such objection.
- e. Copies of any papers, briefs, or other documents upon which your objection is based.

f. A list of all persons who will be called to testify in support of your objection.

g. 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.

h. Regarding any counsel who represents you or has a financial interest in the objection: (1) a list of cases in which such counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

i. A statement by you under oath that: (1) you have read your objection in its entirety, (2) you are a member of the Class, (3) states the number of times in which you have objected to a class action settlement within the five years preceding the date that you file your objection, (4) identifies the caption of each case in which you have made such objection, (5) authenticates any orders concerning a ruling upon your prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement; and (6) states that you will personally appear at the fairness hearing.

You must mail your objection to the Court, Class Counsel, and Pick-A-Part's Counsel, addressed to each of the respective addresses listed below. Objections to the Settlement must be postmarked no later than [60 days after the first date of posting the Full Notice to the Class]. 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 [21 calendar days before the fairness hearing].

COURT	CLASS COUNSEL	PICK-A-PART'S COUNSEL
Clerk of the Court for the Hon. Dale A. Drozd United States District Court for the Eastern District Of California, Fresno Division 2500 Tulare Street Courtroom 5, 7th floor Fresno, CA 93721	Chant Yedalian CHANT & COMPANY A Professional Law Corporation 1010 N. Central Ave. Glendale, CA 91202	Ted A. Galfin LAW OFFICES OF TED A. GALFIN 9160 Irvine Center Drive, Suite 200 Irvine, CA 92618

**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 a lawyer to represent you and other Class members. This lawyer is called Class Counsel. Class Counsel is Chant Yedalian of Chant & Company A Professional Law Corporation. You will not be charged for this lawyer. 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 \$65,000 for attorney's fees, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$3,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit, negotiating the Settlement, and implementing the Settlement. Class Counsel will also ask the Court to approve payment of up to \$4,000 to Cirena Torres, to be paid from the Cash Fund, for her services as a Class Representative.

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

The Court will hold a fairness hearing at [time] on [date], at 2500 Tulare Street, Fresno, CA 93721, in Courtroom 8, 6th floor, before Magistrate Judge Barbara A. McAuliffe. 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's 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 *Cirena Torres, et al., v. Pick-A-Part Auto Wrecking, et al.*, Case No. 1:16-cv-01915-DAD-BAM." 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 Pick-A-Part's 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 [Deadline, 21 calendar days before the fairness hearing]. 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 [Deadline, 60 calendar days the first date of posting the Full Notice to the Class].

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.?????.com; (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-??-????.