

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND**

**JAMES T. BUECHLER v. CROWS NEST ASSOCIATES, LLC,
Case No.: 1:10-cv-3102-JKB
NOTICE OF CERTIFIED CLASS ACTION SETTLEMENT**

All persons who used a credit or debit card between June 3, 2008, and Novmeber 8, 2010, at **DELLIS RESTAURANT BAR & GRILL** (located at 8776 Philadelphia Road, in White Marsh, Maryland).

The settlement resolves a lawsuit over whether Dellis Restaurant Bar & Grill violated certain requirements imposed by the Fair and Accurate Credit Transactions Act (“FACTA”). It avoids costs and risks to you from continuing the lawsuit; entitles consumers like you to a Settlement Payment; and releases Crows Nest Associates, LLC from any liability.

Court-appointed lawyers for the class will ask the Court for attorneys’ fees, expenses and settlement administration cost in the amount of \$20,500.00 to be paid separately by Crows Nest Associates, LLC.

Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	The only way to get a Settlement Payment.
EXCLUDE YOURSELF	Get no Settlement Payment. This is the only option that allows you to ever be part of any other lawsuit against Crows Nest Associates, LLC about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no Settlement Payment. 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. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

1. What is this lawsuit about?

James T. Buechler (“Plaintiff”), on behalf of all members of the class, has asserted that Crows Nest Associates, LLC violated certain requirements imposed by the Fair and Accurate Credit Transactions Act (“FACTA”). Specifically, plaintiff claims that Dellis Restaurant Bar & Grill printed the expiration date of its customers’ credit or debit cards on receipts, in violation of FACTA, as amended, as specifically set forth in the Complaint on file and available at the Court at 101 West Lombard Street, Baltimore, MD 21201. Dellis Restaurant Bar & Grill denies any liability or wrongdoing. **NEITHER PLAINTIFF NOR ANY CLASS MEMBER HAS SUSTAINED ANY ACTUAL MONETARY INJURY AS A RESULT OF THE ISSUES IN DISPUTE IN THIS LITIGATION. HOWEVER, FACTA REQUIRES THAT NO EXPIRATION DATE BE PRINTED ON THE CREDIT CARD RECEIPTS PRESENTED TO CUSTOMERS AT THE POINT OF SALE.**

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case James Buechler), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge James K. Bredar is in charge of this class action.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. The Plaintiff thinks he could have prevailed at a trial. The Defendant thinks the Plaintiff would not have prevailed at trial. But 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 Representative and the attorneys think the settlement is best for all Class Members.

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

Judge Bredar decided that everyone who fits this description is a Class Member:

All customers of Dellis Restaurant Bar & Grill (located at 8776 Philadelphia Road, in White Marsh, Maryland) from June 3, 2008, until November 8, 2010, who paid by a credit card or debit card and were provided an electronically printed receipt, which included the card expiration date.

Excluded from the Class are those individuals who have suffered actual damages due to identity theft caused as a result of a credit card receipt provided by the above location between June 3, 2008, and November 8, 2010.

5. I'm still not sure if I am included.

If you are still not sure whether you are included, you can fill out and return the claim form to see if you qualify.

6. What does the settlement provide?

Class members who send in a valid claim form will be entitled to receive a settlement payment of up to \$100.00 dollars, depending upon the total numbers of claims filed. Each class member will receive the same settlement amount which will be determined by dividing \$60,588.00 by the total number of valid claims submitted. The Settlement Agreement requires that the Parties to the Litigation shall enter a Consent Decree pursuant to which Dellis Restaurant Bar & Grill will agree to continue to abide by the truncation requirements of FACTA. If there are funds left over after all claims are paid, these funds will be donated to the The Maryland Food Bank, Inc., 2200 Halethorpe Farms Road, S.W., Baltimore, Maryland 21227.

7. How can I get a Settlement Payment?

If you believe you are a member of the class and desire to participate in this settlement, you should completely fill out the "Settlement Claim Form" form that accompanies this Notice and return it to the following address: The Law Offices of E. David Hoskins, 2 Hamill Road, Ste. 362, Baltimore, Maryland 21210. The "Settlement Claim Certification Form" must be postmarked by **October 8, 2011**. Failure to fully follow the procedures will result in a class member receiving no relief under the settlement, but nonetheless being bound by any judgments, orders and releases in this case.

8. When would I get my Settlement Payment?

The Court will hold a hearing on **October 27, 2011, at 10:00 a.m.**, to decide whether to approve the settlement. If Judge Bredar approves the settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

9. What am I giving up to get the Settlement Payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Crows Nest Associates, LLC about the legal issues in *this case*. It also means that all of the Court's orders will apply to you and legally bind you.

10. Can I exclude myself from the Class?

If you do not wish to participate in this settlement, you must notify Class Counsel in writing of your intention to be excluded. Your election to opt-out must contain the following information and must be signed by the class member opting-out: (1) the name of class member, (2) the current address of class member, and (3) the date signed. You must mail

your exclusion request postmarked no later than **September 23, 2011** to: E. David Hoskins, 2 Hamill Road, Ste. 362, Baltimore, Maryland 21210.

If you ask to be excluded, you will not get a Settlement Payment, 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) Crows Nest Associates, LLC in the future.

11. If I don't exclude myself, can I sue Crows Nest Associates, LLC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Crows Nest Associates, LLC for the claims that this settlement resolves. If you have a pending lawsuit, involving the same claims that this settlement resolves, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. If you have a pending lawsuit on matters not addressed in this settlement, you may continue that lawsuit against Crows Nest Associates, LLC.

12. If I exclude myself, can I get the Settlement Payment from this Settlement?

No. If you exclude yourself, do not send in a claim form to ask for Settlement Payment.

13. Do I have a lawyer in this case?

The Law Offices of E. David Hoskins, LLC and the law firm of Carlson Lynch LTD represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will these lawyers be paid?

Class counsel will ask the Court to approve payment of attorneys' fees, expenses and costs of administration in the amount of \$20,500.00. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement and administering the settlement fund. In addition, class counsel will ask for payment of \$3,300.00 to James Buechler for his services as Class Representative. Crows Nest Associates, LLC will separately pay the fees, expenses, and payments that the Court awards. Crows Nest Associates, LLC has agreed not to oppose these fees and expenses

15. How can I object to the Settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that that you object to the settlement. You must file the objection with the Clerk of the Court and serve notice of the objection to plaintiffs' class counsel and Crows Nest Associates, LLC counsel at the following addresses postmarked no later than **September 23, 2011**:

E. David Hoskins
THE LAW OFFICES OF E. DAVID HOSKINS, LLC
2 Hamill Road, Ste. 362
Baltimore, Maryland 21210

Dwight W. Stone
WHITEFORD TAYLOR PRESTON
Seven Saint Paul Street
Bethesda, Maryland 21202

Objectors who fail to properly or timely file their objections with the Court, or to serve them as provided above, shall not be heard during the Fairness Hearing, nor shall their objections be considered by the Court.

16. What's the difference between objecting and excluding?

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 case no longer affects you.

17. When and where will the Court decide whether to approve the Settlement?

The District Court will hold a hearing to decide whether to approve the settlement. The Fairness Hearing will be held on **October 27, 2011, at 10:00 a.m.** at the Court, 101 W. Lombard Street, Baltimore, Maryland 21201. At this 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. The Court may also decide the amount of attorneys' fees and costs to be paid to plaintiffs' class counsel.

18. Do I have to come to the Hearing?

No. Class Counsel will answer questions Judge Bredar may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

19. May I speak at the 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 *Buechler v. Crows Nest Associates, LLC*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **September 23, 2011**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the addresses in question 15. You cannot speak at the hearing if you excluded yourself.

20. What happens if I do nothing at all?

If you do nothing, you will not get a Settlement Payment from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Crows Nest Associates, LLC about the legal issues in this case, ever again.

21. How do I get more information?

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the class, the settlement, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the Court, 101 W. Lombard Street, Baltimore, MD, 21201. If you wish to communicate with class counsel identified above, you may do so by writing to E. David Hoskins, THE LAW OFFICES OF E. DAVID HOSKINS, LLC, 2 Hamill Road, Ste. 362, Baltimore, Maryland 21210. Alternatively, you may call the offices of the firm at 1-410-662-6500 or e-mail Mr. Hoskins at dhoskins@hoskinslaw.com.

**DELLIS RESTAURANT BAR & GRILL
SETTLEMENT CLAIM FORM**

Mail to: The Law Offices of E. David Hoskins, LLC
2 Hamill Road, Ste. 362
Baltimore, Maryland 21210

Name: _____

Address: _____

Phone: _____

E-mail: _____

Approximate Date Of Visit: _____

**Last 4 digits of card number
for the card used:** _____

**I declare under penalties of perjury
that the information set forth on this
claim form is true and that I am
entitled to the relief provided by
the Settlement Agreement:**

Signed: _____

ALL CLAIM FORMS MUST BE POSTMARKED BY: October 8, 2011.