

FULL CLASS NOTICE

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

FRANK COWEN, BARRY MOREN, PAT
BRADLEY, GREG ABRAHAM, DAVID
GOLDWASSER, individually and on behalf all
similarly situated individuals,

Plaintiffs,

v.

EVERGREEN ALLIANCE GOLF LIMITED,
L.P., d/b/a Arcis Golf, a Delaware limited
partnership, ; and DOES 1 through 10, inclusive.

Defendants.

CASE NO. CIVDS1719283

**NOTICE OF PENDENCY OF SETTLEMENT OF
CLASS ACTION AND FINAL HEARING**

NOTICE OF CLASS ACTION SETTLEMENT

**ATTENTION ALL PERSONS IN THE UNITED STATES WHO MADE A CREDIT CARD OR DEBIT CARD
TRANSACTION AT GOLF COURSES OPERATED BY EVERGREEN ALLIANCE GOLF LIMITED, L.P., D/B/A
ARCIS GOLF BETWEEN JUNE 15, 2015 AND MAY 2, 2018: YOU MAY BE ENTITLED TO A
MONETARY RECOVERY.**

There is now pending in the Superior Court for the State of California in and for the County of San Bernardino (“Court”) a lawsuit entitled *Frank Cowen et al., individually and on behalf of all similarly situated individuals v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, et al.*, Case No. CIVDS1719283 (the “Lawsuit”) which involves allegations that Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf (“Evergreen” or “Defendant”) provided consumers transaction receipts which displayed more than the last five digits of the consumers’ credit or debit card account number in violation of federal law. Evergreen has denied and continues to deny any liability, and there has been no finding that Evergreen has violated any laws.

THE CLASS

You are a Class Member and a proposed class action settlement (the “Settlement”) could affect your legal rights if, through use of a machine used at golf courses operated by Defendant, you were provided—between June 15, 2015 and May 2, 2018—with an electronically printed receipt at the point of a sale or transaction on which more than the last five digits of your credit or debit card was displayed. If you qualify to be in the Settlement Class, you may be entitled to recover compensation from the Settlement.

THE ACTION AND THE SETTLEMENT

This class action stems from Plaintiffs’ contention that Defendant failed to properly redact credit card or debit card numbers on receipts it provided to customers. Representative Plaintiffs Frank Cowen, Barry Moren, Pat Bradley, Greg Abraham and David Goldwasser (“Representative Plaintiffs”) alleged in the Lawsuit that Defendant acted willfully in printing this information on customers’ receipts, in violation of the Fair and Accurate Credit Transactions Act (15 U.S.A. §§ 1681c(g)). Representative Plaintiffs sought statutory damages under the applicable laws, injunctive relief, and an award of attorneys’ fees and costs. Defendant has denied liability and disputes all allegations and claims set forth in the Lawsuit; Defendant has advanced defenses to all claims by the Representative Plaintiffs, including to treatment of this case as a class action.

However, the parties have nonetheless negotiated a settlement of this action in order to avoid the burden, expense, and uncertainty of further litigation. The parties, after a thorough investigation of the facts and applicable law concerning all claims and defenses, have agreed that the proposed settlement is in the best interest of all Class Members and that the proposed settlement is fair, reasonable and adequate.

Without admitting liability, Defendant has agreed to fund a settlement package to resolve all claims in the Lawsuit, as follows:

- (A) Each United States resident on the listserv maintained by daily-fee courses operated by Defendant as of May 2, 2018 (the “Class List”), and each person not on this list but who submits a Claim Form no later than September 6, 2018 which is signed under penalty of perjury and attests that they are a Class Member shall be issued one settlement certificate, which entitles its holder to Five U.S. Dollars (\$5.00) off of posted green fees at daily-fee courses operated by Evergreen for single use only (a “**Settlement Certificate**”). Settlement Certificates will be valid for golf seven days a week after 12:00 p.m. (local time). Settlement Certificates included a one-time use code to be used for online bookings only. Settlement Certificates can be redeemed one per person per visit and may not be combined with any other offers, discounts, coupons or specials. Settlement Certificates may not be redeemed for cash. They are fully transferable and valid for 12 months after issuance. If less than \$1.1 million in Settlement Certificates is redeemed by

Class Members in the first six months following their distribution, a second round of Settlement Certificates (with the same terms) will be distributed. This process will continue until at least \$1.1 million of Settlement Certificates have been redeemed. These Settlement Certificates will automatically be transmitted to all United States residents on the Class List as of May 2, 2018 and those who are not on this list but who separately submit a Claim Form, after the Court approves the settlement and any appeals are resolved.

- (B) In addition to those persons referenced in section (A) above, persons in the United States to whom, through use of a machine used at a golf course operated by Defendant, an electronically printed receipt was provided at the point of a sale or transaction on which more than last five digits of the person's credit card or debit card number was printed between June 15, 2015 and May 2, 2018 may submit a Claim Form signed under penalty of perjury no later than September 6, 2018 to receive a cash payment of up to \$50.00 per Class Member (capped at \$50,000 in the aggregate, and subject to a pro rata reduction if total the total claim value exceeds \$50,000). In addition to a Claim Form, you must also submit supporting documentation including either a receipt showing more than the last five digits of a credit card or debit card number or a credit card or bank statement showing the Class Member made a purchase from a golf course operated by Evergreen using a credit card or debit card at some time between June 15, 2015 and May 2, 2018. For these individuals, a submission of a Claim Form and supporting documentation is necessary to recover a Settlement Certificate.
- (C) Class Representative Enhancement Payments shall be paid to the Class Representatives, not to exceed \$5,000 each (\$25,000 total), for their services in bringing the Lawsuit on behalf of Class Members, as awarded by the Court. Any enhancement payments shall be paid by Defendant separate and apart from the Settlement Certificates and cash consideration paid to Class Members.
- (D) Up to \$375,000 in attorneys' fees, plus reasonable costs incurred, shall be paid to Class Counsel for their efforts and expenses incurred in litigating this matter on behalf of Class Members, as awarded by the Court. Any attorneys' fees and costs payable to Class Counsel shall be paid by Defendant separate and apart from the Settlement Certificates and cash consideration paid to Class Members.
- (E) In addition to these amounts, Defendant shall separately pay all costs associated with notice and settlement administration.

Further details about allocation of the settlement proceeds are set forth in the Joint Stipulation of Settlement and Release, accessible online at www.GolfCourseFACTASettlement.com.

FINAL JUDGMENT AND RELEASE OF ALL CLAIMS

If the Court approves the proposed settlement, it will enter a final judgment and approval order in the action which will settle, compromise and forever release the claims of all Class Members who do not timely and validly request to be excluded from the Settlement Class. All Class Members who do not validly and timely request to be excluded from the proposed settlement shall be subject to a binding judgment in favor of the Defendant. All such Class Members shall be forever barred from prosecuting their own lawsuits and shall be deemed to have released Defendant from any and all claims which were alleged in or which could have been alleged in, or which arise from the facts alleged in, the Lawsuit for the period of time from June 15, 2015 through May 2, 2018.

YOUR OPTIONS AT THIS TIME:

1. IF YOU RECEIVED AN E-MAIL REGARDING THE SETTLEMENT, YOU WERE ON THE CLASS LIST AS OF MAY 2, 2018 AND YOU NEED NOT TAKE ANY ACTION TO RECEIVE A SETTLEMENT CERTIFICATE

Subject to the approval of the Settlement by the Court, all persons on the Class List as of May 2, 2018 will be issued one Settlement Certificate; no further action is required. If you wish to update your e-mail address on file with the Settlement Administrator, you may send correspondence requesting the change to the Settlement Administrator, Golf Course FACTA Settlement, by calling 1-866-619-6612 or emailing info@GolfCourseFACTASettlement.com.

2. YOU MAY MAKE A CLAIM FOR A SETTLEMENT CERTIFICATE OR UP TO \$50.00 CASH

Subject to the approval of the settlement by the Court, if you were not on the Class List as of May 2, 2018 (*e.g.*, you did not receive an e-mail about this settlement) and you are a person in the United States to whom, through use of a machine used at a golf course operated by Defendant, an electronically printed receipt was provided at the point of a sale or transaction on which more than the last five digits of your credit card or debit card number was printed between June 15, 2015 and May 2, 2018, you may submit a Claim Form signed under penalty of perjury no later than September 6, 2018 to receive one Settlement Certificate.

If you wish to receive up to \$50.00 in cash (subject to a \$50,000 cap on total payments to cash claimants), in addition to a Claim Form, you must also submit supporting documentation including either an electronically printed receipt from the point of sale or transaction or bank statement showing you made a transaction with Defendant using a credit card or debit card at some time between June 15, 2015 and May 2, 2018. You should redact any credit or debit card number or bank information. A Claim Form is available at www.GolfCourseFACTASettlement.com. Claim Forms may be submitted online on this site or may be sent by U.S. Mail to P.O. Box 404041, Louisville, KY 40233-4041. Claim Forms and supporting documentation which are not

submitted by September 6, 2018 will be considered untimely and may be rejected. **It is highly recommended that you retain proof of submitting your Claim Form.**

If you choose to participate in the settlement by submitting a Claim Form, you will be bound by all of the provisions of the Joint Stipulation of Settlement and Release, including a full release of claims that will prevent you from separately suing Defendant for the claims which were alleged in or which could have been alleged in, or which arise from the facts alleged in, the Lawsuit for the period of time from June 15, 2015 through May 2, 2018.

If you made a claim for cash and move during the pendency of the Lawsuit, please contact the Settlement Administrator to update your address.

3. YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Settlement Class and the settlement. If you wish to be excluded, you must complete and send a written Request for Exclusion. The Request for Exclusion must: (1) state the Class Member's name, email address, address and telephone number, (2) state that the Class Member requests exclusion from, or "opts out" of, the Settlement, (3) be dated, and (4) be signed by the Class Member. Requests for Exclusion must be made individually and cannot be made on behalf of a group of employees or on behalf of other Class Members. If a Class Member submits a deficient opt-out, the Settlement Administrator shall notify the Class Member of the deficiency within seven (7) business days of receipt. The Class Member shall have until the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Requests for Exclusion must be exercised individually by an individual member of the Settlement Class, not as a member of a group or subclass. Requests for Exclusion must be submitted by or postmarked by September 6, 2018 to the Settlement Administrator at the following address:

Settlement Administrator:

Golf Course FACTA Settlement Administrator
P. O. Box 404041
Louisville, KY 40233-4041

If you timely and validly request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will receive no consideration from the settlement, and you will not be bound by the judgment entered in the action.

4. YOU MAY OBJECT TO THE SETTLEMENT

If you wish to object to the settlement, you must file a written objection and/or a notice of intention to appear with the Court, and serve such objection and/or notice upon Class Counsel and Defendant's Counsel at the following addresses (or via the settlement website):

Plaintiff's Counsel:

Kenneth S. Gaines, Esq.
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301

Evergreen's Counsel:

David Almeida, Esq.
Mark S. Eisen, Esq.
Benesch, Friedlander, Coplan & Aronoff L.L.P.
333 West Wacker Drive, Suite 1900
Chicago, IL 60606

Any objection must include: (i) the name, email address, address, telephone number, last four digits of the credit card number used to make the transaction at issue and the date of the transaction at issue of the person(s) or entity objecting to the Settlement; (ii) a statement of the objection to the Settlement; (iii) an explanation of the legal and factual basis for the objection; and (iv) documentation, if any, to support the objection.

Any member of the Settlement Class who has timely filed an objection must appear at the settlement approval hearing, in person or by counsel. The right to object to the proposed settlement must be exercised individually by an individual member of the Settlement Class, not as a member of a group or subclass. Any Class Member who fails to file and serve timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement and from filing any appeal from any Final Approval order issued by the Court. Class Members who timely and validly opt-out and request exclusion from the Settlement shall have no right to object and shall be foreclosed from making any

objection to the Settlement. If your objection is rejected, you will be bound by the final judgment as if you had not objected, so you must file a timely and valid Claim Form to participate even if you choose to object.

To be considered, the notice and objection papers must be received by the Court and delivered or postmarked to Class Counsel and Defendant Counsel no later than September 6, 2018. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys' fees and costs.

5. YOU MAY DO NOTHING

If you take no action in response to this Notice, and you were not on the Class List and do not otherwise submit a Claim Form, you will not receive a Settlement Certificate or cash, but will still be bound by the release in the Lawsuit. You will be forever barred from instituting an action or claim asserting any of the Released Claims, as described above and in the Joint Stipulation of Settlement and Release.

ADDITIONAL INFORMATION

The full terms of the settlement are in the Joint Stipulation of Settlement and Release on file with the Clerk of the Court. They are also available on the website of the Settlement Administrator at www.GolfCourseFACTASettlement.com. Other relevant filings with the Court will also be available on this website. The Joint Stipulation of Settlement and Release shall govern where there is any conflict between it and this Notice.

This description of the action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you should visit the office of the Clerk of the Court. The Clerk will inform you as to how to obtain the file relating to this lawsuit for inspection and copying at your own expense.

NOTICE OF COURT HEARING

The Settlement is subject to final Court approval and a hearing for that purpose has been scheduled for October 2, 2018 at 8:30 a.m. before the Honorable Gilbert Ochoa in Department S33 of the Superior Court for the State of California in and for the County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415 ("the Final Fairness and Approval Hearing"). You are currently represented by Class Representatives' counsel and counsel for the Settlement Class, Kenneth S. Gaines, Esq., Daniel F. Gaines, Esq., and Alex P. Katofsky, Esq., Gaines & Gaines, APLC, 27200 Agoura Road, Suite 101, Calabasas, California 91301, (866) 550-0855, ("Class Counsel"), but you may retain your own counsel, if you so choose, at your own expense. At the Final Fairness and Approval Hearing, Class Counsel will ask the Court to enter an Order finally approving the settlement and entering judgment. Class Counsel will also apply for an award of attorneys' fees not to exceed \$375,000 and reimbursement of costs, projected to be up to \$20,000, and enhancement payments of \$5,000 for each of the Class Representatives, all of which shall be paid by Defendant separate and in addition to the consideration paid to the Class.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR WITH ANY QUESTIONS AT 1-866-619-6612. THE OPERATIVE COMPLAINT, THE JOINT STIPULATION OF SETTLEMENT AND RELEASE, AND CERTAIN OTHER FILINGS IN THE LAWSUIT ARE AVAILABLE ON THE SETTLEMENT WEBSITE AT WWW.GOLFCOURSEFACTASETTLEMENT.COM. YOU MAY ALSO VIEW THE FILE FOR THE CASE BY VISITING THE COURT CLERK'S OFFICE.

PLEASE DO NOT CONTACT THE COURT OR DEFENSE COUNSEL WITH ANY QUESTIONS.