

**If you made a purchase at a Subway restaurant  
using a credit card or debit card between  
January 1, 2016 and March 23, 2017, you may be  
entitled to benefits under a class action settlement.**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- Plaintiffs allege that willfully printing receipts for credit or debit card transactions that include the expiration date of the card number violates the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) *et seq.* (“FACTA”). Plaintiffs further allege that Doctor’s Associates, Inc. n/k/a Doctor’s Associates LLC (“Doctor’s Associates”)<sup>1</sup> willfully violated FACTA in the lawsuit identified above by printing point-of-sale receipts for credit and debit card transactions at Subway restaurants in the United States that displayed the expiration date of the card number. Doctor’s Associates denies Plaintiffs’ allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiffs’ claims or the defenses of Doctor’s Associates. By entering into the Settlement, Doctor’s Associates has not conceded the truth or validity of any of the claims against it.

Doctor’s Associates has agreed to pay \$30,900,000 (the “Settlement Fund”) in full and final settlement and release of the claims of persons for whom Subway restaurants may have printed the expiration date of the card number. The Settlement Class is defined as the cardholders who hold the 2,687,021 unique credit or debit card numbers based on the first six and last four digits of their accounts, whose EMV (the “Europay, Mastercard, Visa” chip-based standard) debit or credit card was used to make a purchase by tapping or inserting the card in a payment terminal at a Subway restaurant that was using a version of Subway Payment Manager programmed to print EMV card expiration dates on customer transaction receipts, between January 1, 2016 and March 23, 2017.

- Not all Subway locations were printing expiration dates on receipts. While the class period is January 1, 2016 to March 23, 2017, nearly all of the receipts that contained expiration dates were printed during May or June 2016.
- The Settlement Fund will be used to pay all amounts related to the Settlement, including payments to each Settlement Class Member who submits a valid and timely claim form to receive payment (“Claim Form”), attorneys’ fees and reasonable expenses, and the costs of notice and administering the Settlement. Class Counsel anticipate that they will petition the Court for attorney fees not to exceed one-third of the Settlement Fund, and will also petition for Incentive Payments of \$10,000 to Plaintiff Jason Alan and \$20,000 to Plaintiff Shane Flaum for their service as Class Representatives. Settlement Class Members who timely submit a valid Claim Form will receive a pro rata payment distribution, calculated by dividing the available funds for distribution to the Settlement Class by the number of persons who submit valid Claim Forms.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- 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 any appeals are resolved. Please be patient.

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<sup>1</sup> On October 29, 2018, Doctor’s Associates Inc. (DAI) converted from a Florida corporation to a Florida limited liability company named “Doctor’s Associates LLC” (DAL). As a general proposition, the obligations of DAI continue to be the obligations of DAL, including those arising under the settlement agreement in this lawsuit.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

### SUBMIT A CLAIM FORM

If you submit a valid Claim Form by January 22, 2019, you will receive a payment and will give up your rights to sue Doctor's Associates and/or any other released parties ("Doctor's Associates Releasees", as defined in the Settlement Agreement) on any Released Claim, as defined in the Settlement Agreement. If you have a Class ID number, Claim Forms may be submitted by mail to *Flaum v. Doctor's Associates, Inc.* Claims Administrator, P.O. Box 404049, Louisville, KY 40233-4049 or through the settlement website by clicking [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com) or by calling 1-888-284-3289. If you do not have a Class ID number, you must submit the Publication Claim Form and provide each such receipt, if available, or the date(s) when each such receipt was provided, the store location, and the first six and last four digits of the account number of the credit or debit card used for your purchase. The Claims Administrator may seek additional information from persons who submit Publication Claim Forms to validate claims.

### EXCLUDE YOURSELF OR "OPT OUT" OF THE SETTLEMENT

If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue or continue to pursue claims against Doctor's Associates or any other Doctor's Associates Releasee on your own in the future. The deadline for excluding yourself is January 22, 2019.

### OBJECT TO THE SETTLEMENT

You may write to the Court about why you believe the Settlement is unfair in any respect. Please see Section 16 below ("How do I tell the Court that I do not think the Settlement is fair?"). The deadline for objecting is January 22, 2019. To obtain a benefit from this Settlement, you must still complete and submit a Claim Form or Publication Claim Form. If you only submit an objection, you will not receive any benefit from the Settlement and you will give up your right to pursue or continue to pursue a Released Claim against Doctor's Associates or any other Doctor's Associates Releasee.

### DO NOTHING

If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue a Released Claim against Doctor's Associates or any other Doctor's Associates Releasee.

### GO TO THE FINAL APPROVAL HEARING

You may ask to speak in Court about the fairness of the Settlement, if you object to the Settlement. To speak at the Final Approval Hearing, you must comply with the requirements set forth in Question 21 below no later than January 22, 2019.

## BASIC INFORMATION

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Flaum v. Doctor's Associates, Inc. n/k/a Doctor's Associates LLC*, Case No. 0:16-cv-61198-CMA (S.D. Fla.). Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

### 2. What does it mean if I received an email or postcard about this Settlement?

If you received an email or postcard describing this Settlement, it is because records of Doctor's Associates indicate that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if a Subway restaurant store located in the United States provided a point-of-sale receipt for a credit card or debit card transaction to you that contained the expiration date of the card, at any time between January 1, 2016 and March 23, 2017.

If you did not receive an email or postcard describing this Settlement, you may still submit the Publication Notice Claim Form by clicking [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com). The Claims Administrator will check the written information you provide on the Publication Notice Claim Form against transaction data of Doctor's Associates. If the information does not match, you will not be a Settlement Class Member and are not entitled to any relief.

### 3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiffs Jason Alan and Shane Flaum) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiffs alleges that Doctor's Associates willfully violated FACTA by printing point-of-sale receipts for credit card and debit card transactions at its Subway restaurants that displayed the expiration date of the credit or debit card number. Doctor's Associates denies these allegations and denies any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Cecilia M. Altonaga is the judge in charge of the lawsuit.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Doctor's Associates. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiffs and Class Counsel think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT CLASS?

### 5. How do I know if I am part of the Settlement Class?

The Court has certified this case as a class action for settlement purposes only. The Settlement Class is defined as:

The cardholders who hold the 2,687,021 unique credit or debit card numbers based on the first six and last four digits of their accounts, whose EMV debit or credit card was used to make a purchase by tapping or inserting the card in a payment terminal at a Subway restaurant that was using a version of Subway Payment Manager that was programmed to print EMV card expiration dates on customer transaction receipts, between January 1, 2016 and March 23, 2017.

Notwithstanding the foregoing, in compliance with 28 U.S.C. § 455, the Settlement Class specifically excludes the following persons: The district judge and magistrate judge presiding over this case, the judges of the United States Court of Appeals for the Eleventh Circuit, and their spouses and minor children.

“Settlement Class Member” is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class.

It is important to note that only some Subway locations printed such receipts, and almost all receipts that contained expiration dates were printed in May or June 2016. Therefore, just because you were provided with a receipt for a credit or debit card transaction at a Subway restaurant after January 1, 2016, it does not necessarily mean that you are a Settlement Class Member. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com), you may write to the Claims Administrator at *Flaum v. Doctor’s Associates, Inc.* Claims Administrator, P.O. Box 404049, Louisville, KY 40233-4049, or you may call the Toll-Free Settlement Hotline, 1-888-284-3289, for more information.

## THE LAWYERS REPRESENTING YOU

### 6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of Scott D. Owens, P.A., Keogh Law, Ltd., and Bret Lusskin, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to one third of the \$30,900,000.00 Settlement Fund, which is \$10,300,000.00, to them for attorneys’ fees and reasonable expenses. Class Counsel also will ask the Court to approve payment of up to \$10,000 to Plaintiff Jason Alan and \$20,000 to Plaintiff Shane Flaum for their service as Class Representatives. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Settlement Fund.** Doctor’s Associates will pay \$30,900,000 into a fund (the “Settlement Fund”), which will cover: (1) payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys’ fees to Class Counsel, in an amount not to exceed \$10,300,000, which is one-third of the Settlement Fund; (3) Class Counsel’s reasonable expenses; (4) an Incentive Payment to Plaintiffs, as approved by the Court; and (5) the costs of notice and administration of the Settlement.

**Payments.** All Settlement Class Members are eligible to submit a Claim Form and receive a payment. To submit a Claim Form, follow the procedures described under Question 11 below.

**No Portion of the Settlement Fund Will Return to Doctor's Associates.** All money in the Settlement Fund beyond the funds the Court authorizes to be paid for the costs of notice and administration of the settlement, attorneys' fees and expenses to Class Counsel and any incentive awards to Plaintiffs, will be divided and paid pro rata to the Settlement Class Members who submitted valid and timely Claim Forms. All unclaimed funds shall be paid via a Second Distribution to those Class Members who cashed their checks. Only after a Second Distribution or if a Second Distribution is not feasible, will unclaimed funds be paid, as a cy pres award on behalf of the Class, to the Electronic Frontier Foundation. No portion of the Settlement Fund will return to Doctor's Associates.

#### **9. How much will my payment be?**

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Each Class Member who submits a valid Settlement Claim Form will be entitled to receive compensation that will be distributed on a pro rata basis. **The final payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members, but Plaintiff estimates each valid claimant will receive between \$50 and \$75.**

#### **10. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the Release of claims in the Settlement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim against Doctor's Associates or any other Doctor's Associates Releasee, whether on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Doctor's Associates and any other Doctor's Associates Releasee, as defined in the Settlement Agreement, from any and all claims that were or could be asserted in the litigation and all claims that relate to or arise from printing too much information on any receipts from a Subway restaurant during the Settlement Class period.

In summary, the Release includes, without limitation, all claims that arise, could arise, were asserted or could have been asserted based on printing too much information on any receipts from a Subway restaurant, including, but not limited to, claims under FACTA, the Fair Credit Reporting Act, any other statute or the common law, or regarding identity theft or the risk of identity theft, for any form of relief.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

### **HOW TO OBTAIN A PAYMENT**

#### **11. How can I get a payment?**

To receive a payment, you must submit a Claim Form by the deadline stated below. If you have a Class ID number, Claim Forms may be submitted by mail to *Flaum v. Doctor's Associates, Inc.* Claims Administrator, P.O. Box 404049, Louisville, KY 40233-4049 or through the settlement website by clicking [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com) or by calling 1-888-284-3289.

If you do not have a Class ID number, you must submit the Publication Claim Form by mail to *Flaum v. Doctor's Associates, Inc.* Claims Administrator, P.O. Box 404049, Louisville, KY 40233-4049 and provide each such receipt (if available), or the date(s) when each such receipt was provided, the store location, and the first six and last four digits of the account number of the credit or debit card used for your purchase.

## WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

### 12. When would I receive a Settlement payment?

The Court has scheduled a hearing on March 8, 2019 at 9:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Updated information will be posted on the Settlement Website at [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com). Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How can I get out of the Settlement?

If you want to keep the right to pursue or continue to pursue any Released Claim against Doctor's Associates or any Doctor's Associates Releasee, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send an exclusion request to the Claims Administrator. To be valid, a member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written notice of exclusion to the Claims Administrator, so that it is postmarked no later than 60 days after the Notice Deadline, or January 22, 2019 (the "Opt-Out and Objection Deadline"), and shall clearly provide the following in the written notice of exclusion: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member; (c) the personal signature of the Settlement Class Member requesting exclusion; and (d) a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as "I hereby request that I be excluded from the proposed Settlement Class in *Flaum v. Doctor's Associates*." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than January 22, 2019 to the Claims Administrator at *Flaum v. Doctor's Associates, Inc.* Claims Administrator, P.O. Box 404049, Louisville, KY 40233-4049.**

### 14. If I do not exclude myself, can I sue Subway for the same thing?

No. If you do not exclude yourself, you give up any right to pursue (or continue to pursue) any Released Claims against Doctor's Associates or any Doctor's Associates Releasee.

### 15. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement payment and you cannot object to the Settlement.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court that I do not think the Settlement is fair?

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys' fees and expenses or Incentive Payment.

To be valid, the objection must be received by the Opt-Out and Objection Deadline (by January 22, 2019), and include: (a) the case name and number; (b) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel; (c) a description of the specific basis for each objection raised; (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel; (e) any documentation in support of such objection; and (f) the date and location of the purchase for which the Settlement Class Member received a receipt with the card expiration date. In addition, a Settlement Class Member who does not complete and submit a Claim Form or a Publication Claim Form must provide, to the Claims Administrator, the first six and last four digits of the credit or debit card used to make the purchase.

Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

**To be considered, you must file your objections with the Court. Your objections must also be mailed to the addresses below and postmarked or received no later than January 22, 2019.**

For Plaintiff:

Keith J. Keogh  
Michael S. Hilicki  
Keogh Law, Ltd.  
55 West Monroe St., Ste. 3390  
Chicago, IL 60603

For Defendant:

Peter Breslauer  
Montgomery McCracken Walker & Rhoads LLP  
1735 Market St., 21st Fl.  
Philadelphia, PA 19103

**Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.**

### 17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## IF YOU DO NOTHING

### 18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue Released Claims against Doctor's Associates or any other Doctor's Associates Releasee. For information relating to what rights you are giving up, see Question 10.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 9:00 a.m. on March 8, 2019 at Room 12-2 in the United States District Court for the Southern District of Florida, Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

### 20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But you are welcome to come, or have your own lawyer appear, at your own expense.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than January 22, 2019. You cannot speak at the hearing if you exclude yourself from the Settlement.

## GETTING MORE INFORMATION

### 22. How do I get more information?

Since the location, court and dates for final approval may change, visit [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com) for any updates as you may not receive additional notices.

In addition, this Notice is only a summary of the proposed Settlement. You can get a complete copy of the Settlement Agreement by visiting the Settlement Website, [www.DAI-FACTASettlement.com](http://www.DAI-FACTASettlement.com), or you can write to the address in Section 11 above, or call the Toll-Free Settlement Hotline, 1-888-284-3289. You can also call Class Counsel with any questions at 1-866-726-1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DOCTOR'S ASSOCIATES OR COUNSEL FOR DOCTOR'S ASSOCIATES ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**