

**If You Shopped at Schnucks with a Credit or Debit Card  
Between December 9, 2012 and March 30, 2013,  
You May Be Eligible for Payments From a  
Class Action Settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Schnuck Markets, Inc. (“Schnucks”) in a class action lawsuit about a security breach that occurred between December 9, 2012 and March 30, 2013.
- On March 30, 2013, Schnucks announced that its computer systems had been compromised by an individual or group of individuals who had planted a malicious computer code on its systems (“Security Incident”). The Security Incident involved the insertion of malicious computer code that targeted data in the magnetic stripe of credit and debit cards swiped at 79 Schnucks stores (for a list of these 79 stores, go to the settlement website at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)).
- The Settlement includes people who made a purchase using a credit or debit card at Schnucks stores between December 9, 2012 and March 30, 2013.
- The Settlement provides payments to people who submit valid claims related to out-of-pocket expenses, lost time, fraudulent card charges and other extraordinary unreimbursed monetary losses.

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim</b>	The only way to get a payment.
<b>Ask to be Excluded</b>	Get no payment. The only option that allows you to sue Schnucks over the claims resolved by this Settlement.
<b>Object</b>	Write to the Court about why you do not like the Settlement.
<b>Do Nothing</b>	Get no 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 grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

**Questions? Call 1-855-382-6393 or visit [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)  
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge David L. Dowd of the 22nd Judicial Circuit of Missouri is overseeing this case. The case is known as *McGann, et al. v. Schnuck Markets, Inc.*, Case No. 1322-CC00800, Division 2, in the Circuit Court of the City of St. Louis, State of Missouri. The people who sued are called Plaintiffs. Schnuck Markets, Inc. (“Schnucks”) is called Defendant.

### 2. What is this lawsuit about?

The lawsuit claims that Schnucks was responsible for the Security Incident that occurred when hackers illegally accessed its payment card system because Schnucks did not take appropriate care to protect those systems from hacking. The lawsuit seeks compensation for people who had losses as a result of the Security Incident.

Schnucks denies all of the Plaintiffs’ claims and says it did not do anything wrong.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Class Representatives are Susan McGann, Mary Lowe, Joseph Lumetta, Steven Kane, Darrius Stewart, Sarah Lamb, Steve Skurat, Kristen MacDonald and John Gaffigan. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Schnucks did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you used a credit or debit card at a Schnucks store between December 9, 2012 and March 30, 2013.

**Questions? Call 1-855-382-6393 or visit [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)**

## 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-855-382-6393 with questions or visit [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com). You may also write with questions to Schnucks Settlement Administrator, c/o GCG, PO Box 10098, Dublin, OH 43017-6698.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims.

Three types of payments are available: (1) out-of-pocket expenses and lost time (Question 8), (2) \$10 payments per card for those who had fraudulent charges that were later reversed or credited back to a credit or debit card account (Question 9), and (3) reimbursement of extraordinary unreimbursed monetary losses (Question 10). Class Members may submit a claim for all three types of payments or any combination. In order to claim each type of payment, the Class Member must provide related documentation with the Claim Form.

If the total amount needed to pay valid claims in categories (1) and (2) exceeds \$1.6 million, or if the amount needed to pay valid claims in category (3) exceeds \$500,000, Class Members' payments may be reduced and paid proportionally based on formulas which are included in the Settlement Agreement (available at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)). Or, with the agreement of Schnucks and Class Counsel (*see* Question 18), an impartial Claim Referee appointed by the Court may decide that all valid claims should be paid in full.

### 8. What payments are available for out-of-pocket expenses and lost time?

Class Members are eligible to receive reimbursement of up to \$200 for the following categories of out-of-pocket expenses and lost time resulting from the Security Incident:

- unreimbursed bank fees
- unreimbursed card reissuance fees
- unreimbursed overdraft fees
- unreimbursed charges related to unavailability of funds
- unreimbursed late fees
- unreimbursed over-limit fees
- long distance telephone charges
- cell minutes, Internet usage charges and text messages, if charged based on time or usage and incurred because of the Security Incident
- unreimbursed charges from banks or credit card companies
- postage
- interest on payday loans due to card cancelation or due to over-limit situation
- up to 3 hours of documented lost time at \$10 per hour spent dealing with replacement card issues or reversing fraudulent charges
- costs of credit report(s)
- costs of credit monitoring and identity theft protection (up to \$80)

**Questions? Call 1-855-382-6393 or visit [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)**

**9. What payments are available for fraudulent charges that were later reversed or credited back to a credit or debit card account?**

Class Members who had fraudulent charges posted to their accounts as a result of the Security Incident can make a claim for \$10 for each card that had fraudulent charges, even though those charges were reversed or credited back to the account.

Even if the payment per card is reduced below \$10 because the total value of valid claims, combined with the out-of-pocket expense claims, exceeds \$1.6 million (as explained in Question 7), the Settlement guarantees that at least \$5 will be paid for each credit or debit card validly claimed.

**10. What payments are available for extraordinary unreimbursed monetary losses?**

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Security Incident are eligible to make a claim for reimbursement of up to \$10,000. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss is more likely than not caused by the Security Incident; (3) the loss occurred during the time period from December 9, 2012 through December 31, 2014; and (4) the claimant made a reasonable effort to avoid or seek reimbursement for the loss.

More details are in a document called the Settlement Agreement, which is available at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com).

## **HOW TO GET BENEFITS**

**11. How do I get benefits?**

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com) or by calling 1-855-382-6393. Read the instructions carefully, fill out the Claim Form and mail it postmarked no later than **December 31, 2014** to:

Schnucks Settlement Claims, c/o GCG  
PO Box 10098  
Dublin, OH 43017-6698

**12. How will claims be decided?**

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

## REMAINING IN THE SETTLEMENT

### 13. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **December 31, 2014**.

### 14. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Schnucks for the claims being resolved by this Settlement. The specific claims you are giving up against Schnucks are described in Section 1.18 of the Settlement Agreement. You will be “releasing” Schnucks and all related people as described in Sections 1 and 6 of the Settlement Agreement. The Settlement Agreement is available at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Schnucks about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

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

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

### 16. If I do not exclude myself, can I sue Schnucks for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Schnucks for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

### 17. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *McGann, et al. v. Schnuck Markets, Inc.*, Case No. 1322-CC00800, Division 2, in the Circuit Court of the City of St. Louis, State of Missouri. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **December 9, 2014**, to:

Schnucks Settlement Exclusions, c/o GCG  
PO Box 10098  
Dublin, OH 43017-6698

**Questions? Call 1-855-382-6393 or visit [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com)**

## THE LAWYERS REPRESENTING YOU

### 18. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ben Barnow of Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602 and John S. Steward of Steward Law Firm, LLC, 1717 Park Avenue, St. Louis, MO 63104. 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.

### 19. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees of \$635,000, plus reasonable costs and expenses. Class Counsel will also request approval of incentive awards of \$500 for each of the Class Representatives. Any amount that the Court awards for attorneys’ fees, costs, expenses and incentive awards will be paid separately by Schnucks and will not reduce the amount of payments to Class Members who submit valid claims.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 20. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *McGann, et al. v. Schnuck Markets, Inc.*, Case No. 1322-CC00800, Division 2, in the Circuit Court of the City of St. Louis, State of Missouri. Your objection must state: (1) your full name, address, telephone number and e-mail address (if any); (2) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (for example - a receipt showing a purchase made during the relevant time period from one of the stores that had compromised payment card information or an appropriate affidavit in lieu of such a receipt if you do not have such a receipt); (3) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable; (4) the identity of all lawyers (if any) representing you; (5) the identity of all your lawyers (if any) who will appear at the Final Fairness Hearing; (6) a list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection; (7) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing; (8) your signature or the signature of your duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation); (9) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last 3 years; (10) a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (11) a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be timely, your objection must be **filed** with the Clerk of the Circuit Court of the City of St. Louis, State of Missouri, 10 N. Tucker Blvd., St. Louis, Missouri 63101 no later than **December 9, 2014**. In addition, you must **mail** a copy of your objection to these five different places postmarked no later than **December 9, 2014**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
22 <sup>nd</sup> Judicial Circuit Court of Missouri, Division 2, Hon. David L. Dowd 10 N. Tucker Blvd. St. Louis, MO 63101	Ben Barnow Barnow and Associates, P.C. One North LaSalle Street Suite 4600 Chicago, IL 60602  <i>and</i> John S. Steward Steward Law Firm, LLC 1717 Park Avenue St. Louis, MO 63104	Paul G. Karlsgodt Baker & Hostetler LLP 1801 California Street Suite 4400 Denver, CO 80202  <i>and</i> Kevin Hormuth Greensfelder, Hemker & Gale, P.C. 10 S. Broadway, Suite 2000 St. Louis, MO 63102

#### 21. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement.

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

The Court will hold a Fairness Hearing at 10:00 a.m. on **January 13, 2015**, at the Courthouse for the Circuit Court of the City of St. Louis, State of Missouri, Civil Courts Building, 10 N. Tucker Blvd., St. Louis, Missouri. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com) or call 1-855-382-6393. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for incentive awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.



### 23. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions under Question 20, above, the Court will consider it.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection and a “Notice of Intention to Appear in *McGann, et al. v. Schnuck Markets, Inc.*, Case No. 1322-CC00800, Division 2.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **December 9, 2014**, and must be sent to the five addresses listed in Question 20.

## IF YOU DO NOTHING

### 25. What happens if I do nothing?

If you do nothing, you will get no benefits from this settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Schnucks about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [www.SchnucksCardClaims.com](http://www.SchnucksCardClaims.com). You may also write with questions to Schnucks Settlement Administrator, c/o GCG, PO Box 10098, Dublin, OH 43017-6698. You can also get a Claim Form at the website, or by calling the toll free number, 1-855-382-6393.