

**SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into between and among Brian Keim (“Class Representative”), on behalf of himself and the Settlement Class (as hereinafter defined), and Trader Joe’s Company (“Trader Joe’s” and, collectively, the “Parties”). As provided herein, this Agreement fully and finally compromises and settles any and all claims for violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681 *et seq.*, (“FACTA”), and any and all claims that were or could have been asserted in the lawsuit styled as *Keim v. Trader Joe’s Company*, Case No. 19STCV36790 (Los Angeles County Sup. Ct.) (the “Litigation”).

WHEREAS, on July 17, 2019, Plaintiff Brian Keim (“Plaintiff”), individually and on behalf of a putative class, filed a Complaint in Southern District of Florida, Case No. 19-cv-81025-RLR, alleging the willful violation of FACTA against Trader Joe’s;

WHEREAS, Keim alleged receipts issued by Trader Joe’s for point-of-sale (“POS”) credit and debit card transactions displayed more than the last five digits of the credit and debit card numbers in violation of FACTA, which Keim alleged harmed him and the class by putting them at an increased risk of identity theft;

WHEREAS, Trader Joe’s vigorously denies any and all liability or wrongdoing to the Class Representative and to the Settlement Class Members on grounds that include, without limitation, (1) Trader Joe’s never willfully, negligently, or knowingly caused the printing of any receipt disclosing more than five digits of a credit or debit card number (and in fact, the middle digits, customer name, security code, and expiration dates were properly masked on all receipts), (2) Plaintiff suffered no harm from any purported FACTA violation (and has not demonstrated any Settlement Class Member suffered any harm), (3) Plaintiff cannot demonstrate that the Settlement

Class Members were provided receipts, and (4) Plaintiff cannot demonstrate that the Settlement Class Members made their transactions with non-business purposes, but has nonetheless concluded that further conduct of the Litigation would be protracted and expensive, and has taken into account the uncertainty and risks inherent in this Litigation, and has determined that it is desirable that the Litigation be fully, completely, and finally settled in the manner and upon the terms set forth herein;

WHEREAS, the parties briefed Trader Joe's motion to dismiss, motion to transfer venue and motion to stay discovery while the matter was pending in the Southern District of Florida;

WHEREAS, the Southern District of Florida case was stayed by the judge and Plaintiff ultimately filed for the voluntary dismissal of the action in the Southern District of Florida without prejudice;

WHEREAS, the case was also refiled in Los Angeles County where Trader Joe's removed it to the Central District of California. Judge Gutierrez in the Central District of California remanded the case for lack of Article III standing;

WHEREAS, after remand, in Los Angeles Superior Court, Judge Palazuelos granted Trader Joe's initial demurrer to Plaintiff's Complaint for lack of standing but overruled its subsequent demurrer to Plaintiff's First Amended Complaint ("FAC");

WHEREAS, the Parties conducted class discovery, including Trader Joe's credit and debit card transaction data for impacted transactions nationwide;

WHEREAS, the Parties have engaged in extensive arm's-length negotiations to resolve the Litigation with a view toward achieving substantial benefits for the Settlement Class as a whole while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties attended a full-day mediation with Hon. Irma Gonzalez (Ret.) on October 18, 2021 that did not result in a settlement;

WHEREAS, the Parties continued to litigate the case including briefing class certification, with the hearing set for October 4, 2022;

WHEREAS, the Parties continued to negotiate via the mediator while simultaneously litigating the case. As a result of these negotiations, an agreement in principle was reached due to the mediator's recommendation;

WHEREAS, the Parties reached a settlement in principle and filed a notice of class settlement on September 20, 2022;

WHEREAS, the Court issued a minute order on September 21, 2022, setting Plaintiff's deadline of December 20, 2022 for filing a motion for preliminary approval of the Parties' settlement. The Court later extended the deadline to January 25, 2023;

WHEREAS, in early January 2023, after filing the signed notice of settlement but before the settlement agreement itself had been signed, Trader Joe's asserted it had learned the California Court of Appeal had published a decision regarding standing under the Federal Credit Reporting Act in *Limon v. Circle K Stores Inc.*, 84 Cal.App.5th 671 (2022);

WHEREAS, Trader Joe's notified the Court about *Limon* and filed a motion for judgment on the pleadings on February 21, 2023, arguing that Plaintiff lacked standing under *Limon*. After briefing and argument, Judge Palazuelos denied Trader Joe's motion on the pleadings on June 9, 2023. Judge Palazuelos issued an order on July 10, 2023, requiring Plaintiff to move for class certification by July 8, 2024. On that date, Plaintiff re-noticed his prior certification motion and filed a motion for preliminary approval of a class-action settlement based on the signed notice of

settlement the parties had filed. On October 23, 2024, the Court denied the motion for preliminary approval of a class-action settlement and the case proceeded to further discovery and litigation;

On December 10, 2024, Trader Joe's filed a renewed motion for judgment on the pleadings again challenging Plaintiff's standing based on *Limon* and another case, *Muha v. Experian Info. Sols, Inc.*, (4th Dist.) 106 Cal. App. 5th 199. On March 18, 2025, the Court entered an order denying Trader Joe's motion.

WHEREAS, the parties have since engaged in further settlement negotiations and agreed to resolve the matter according to the terms herein;

WHEREAS, for settlement purposes only, the Class Representative respectfully requests this Court certify the Settlement Class and appoint him as Class Representative. In addition, the Class Representative requests that attorneys Joseph M. Hekmat, Scott D. Owens, Keith J. Keogh, and Michael Hilicki be appointed as Class Counsel in this case;

WHEREAS, based on the discovery produced and reviewed, mediation discussions and settlement negotiations, and the risks of litigation, as well as the experience and judgment of Class Counsel, the Class Representative has concluded the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class and in the best interest of the Settlement Class;

WHEREAS, the Class Representative, on behalf of himself and as the representative of the Settlement Class, and Trader Joe's desire to forever resolve and compromise the disputes between them;

WHEREAS, the Class Representative, on behalf of himself and as the representative of the Settlement Class, and Trader Joe's will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation;

WHEREAS, Plaintiff disputes Trader Joe's denials and asserts (1) Trader Joe's willfully, negligently, or knowingly caused the printing of any receipt disclosing more than five digits of a credit or debit card number, (2) Plaintiff and the class suffered harm from the FACTA violation, (3) TJ's policy and practice was to automatically print and give a receipt to every customer, and (4) although not required by FACTA, Plaintiff can demonstrate the Settlement Class Members made their transactions with non-business purposes including having the issuing banks identify any business cards; and

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Litigation shall be settled, compromised, and final judgment shall be entered on the terms and conditions set forth in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

**I. SETTLEMENT CLASS DEFINITION**

For purposes of settlement only, the Parties agree to certification of the following as the Settlement Class:

The account holders whose credit or debit card was used in a transaction at a Trader Joe's store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.

Persons meeting this definition are referenced herein collectively as the "Settlement Class," and individually as "Settlement Class Members." Excluded from the Settlement Class is any individual class member who properly opts out of the Settlement pursuant to the procedure described herein. Based on information produced in discovery and calculations done by Plaintiff's expert and not disputed by Trader Joe's, the parties estimate the Settlement Class contains 757,663

persons, *i.e.*, persons who presented 757,663 unique card numbers for payment at Trader Joe's between March 5, 2019 and July 19, 2019. For the avoidance of doubt, Brian Keim and Chandler Semjen are both Settlement Class Members.

## **II. OTHER DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

- A. "Agreement" means this Agreement and all attachments and exhibits, which the Parties understand and agree set forth all terms and conditions of the Settlement between them, supersedes the Parties' May 23, 2025 Settlement Term Sheet, and which is subject to Court approval. It is understood and agreed that Trader Joe's obligations for payment under this Agreement are conditioned on, among other things, Final Approval, but in no event shall payment (including any costs and fees) by Trader Joe's exceed the Settlement Amount, as defined below.
- B. "Claims Administrator" and "Claims Office" shall mean Verita Global, LLC, which, subject to Court approval, shall be responsible for administrative tasks, including, without limitation: (a) arranging for distribution of the Class Notice and Settlement Claim Forms to Settlement Class Members; (b) making any mailings to Settlement Class Members required under the terms of this Agreement; (c) answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement; (e) establishing the Settlement Website that posts notices, Settlement Claim Forms,

and other related documents; (f) receiving and processing Settlement Claim Forms from and distributing Settlement payments to Settlement Class Members; (g) paying from the Settlement Fund any fees and costs incurred or due to banks, credit card processing companies, or others for responding to subpoenas to locate or identify the Settlement Class Members; and (h) otherwise assisting with implementation and administration of the terms of this Agreement.

C. “Claims Deadline” shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court, in substantially the form attached hereto as Exhibit 1, the date of which shall be 60 days after the deadline for notice to be distributed to Class Members, unless otherwise set by the Court.

D. “Class Counsel” means

Scott David Owens

SCOTT D. OWENS, P.A.  
2750 N. 29<sup>th</sup> Ave.,  
Suite 209A  
Hollywood, FL 33020

Joseph M. Hekmat (265229)  
HEKMAT LAW GROUP  
2121 Avenue of the Stars, Ste. 800  
Los Angeles, CA 90067

Keith J. Keogh  
Michael Hilicki  
KEOGH LAW, LTD  
55 W. Monroe St., Suite 3390  
Chicago, IL 60603

E. “Class Notice” means the “Summary Notice,” and “Full Notice,” the terms of which shall be mutually agreeable to the Parties and approved by the Court substantially in the form attached hereto as Exhibits 2 and 3.

- F. “Complaint” means the complaints filed in the Southern District of Florida and in Los Angeles County, California for Violations of the Fair and Accurate Credit Transactions Act (“FACTA”).
- G. “Counsel for Trader Joe’s” means
- Dawn Sestito  
Noah Ickowitz  
O’MELVENY & MYERS LLP  
400 South Hope Street, 19th Floor  
Los Angeles, California 90071-2899
- H. “Court” means the Superior Court of Los Angeles County, State of California.
- I. “Trader Joe’s Releasees” means Trader Joe’s, each of its affiliates, parents, subsidiaries, predecessors, successors, co-venturers, divisions, joint venturers, joint ventures and assigns, as well as each of those entities’ past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, and assigns.
- J. “Effective Date” means the date on which the Order of Final Approval and Judgment becomes Final.
- K. “Fairness Hearing” means a hearing set by the Court to take place after entry of the Preliminary Approval Order for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement pursuant to the applicable Rules of Civil Procedure, applicable law, and other procedural

rules or and requirements; and (ii) entering the Order of Final Approval and Judgment.

- L. “Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date that (i) the time has run for any appeals from the Order of Final Approval and Judgment or (ii) any such appeals have been resolved in favor of approving, or affirming the approval of, this Agreement.
- M. “Incentive Payment” means the payment to the Class Representative further described in Section III.F.2. of this Agreement.
- N. “Opt-Out/Objection/Claims Deadline” shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court, in substantially the form set forth in Exhibit 1, the date of which shall be 60 days after the deadline for notice to be distributed to Settlement Class Members, unless otherwise set by the Court.
- O. “Order of Final Approval and Judgment” means the order and judgment to be entered by the Court approving this Settlement Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the applicable Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Settlement Agreement, including granting Final Approval of the Settlement, and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Incentive Payment for the Class Representative, substantially in the form attached hereto as Exhibit 4, and constituting a final judgment of the Released Claims of Class Representative and all Settlement Class Members who do not opt out as provided by this Agreement and the applicable Rules of Civil Procedure.

- P. “Parties” means Brian Keim, Settlement Class Members who do not opt out, and Trader Joe’s Company.
- Q. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.
- R. “Preliminary Approval Order” means an order to be entered and filed by the Court certifying the Settlement Class and granting preliminary approval to the Settlement substantially in the form attached hereto as Exhibit 1.
- S. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, including, but not limited to, claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g), or under any consumer protection statutes, that were alleged or reasonably could have been alleged based on the facts and allegations in the operative complaint, including, but not limited to, those reasonably related to credit or debit cards used in transactions at Trader Joe’s stores for which customers’ receipts were formatted to display the first six and last four digits of the card numbers, from July 17, 2017 to the date of the Court’s order granting preliminary approval.

- T. “Request for Exclusion” means the written request that Settlement Class Members are required to timely submit in order to opt out of the Settlement Class and this Settlement Agreement.
- U. “Settlement Amount” means the sum of seven million four hundred thousand dollars (\$7,400,000) and includes, among other things, all costs and attorneys’ fees of Class Counsel, the Incentive Payment (if any), all costs incurred by the Claims Administrator, all costs related to issuing class notice, all payments to Settlement Class Members from the Settlement Fund, the expenses, including attorneys’ fees and costs, incurred in the defense of the settlement against objections, and any appeals of orders thereon. The Settlement Amount shall be the entire financial obligation of Trader Joe’s and the Trader Joe’s Releasees in connection with the settlement and all related proceedings, including but not limited to, preliminary and final approval and the implementation of this Agreement.
- V. “Settlement Claim Form” means a form, substantially in the form attached hereto as Exhibit 5 (for recipients of direct notice per Section IV.B.1 below), to be completed by Settlement Class Members and submitted to the Claims Administrator. The Settlement Class Members shall be able to make a claim via website, mail, or telephone IVR provided that they are required to enter the claim member identification number printed on the direct notice. In addition to the claim member identification number, the Settlement Claim Form shall also require the Settlement Class Member to provide: (a) his or her name; (b) physical address; (c) phone number, which shall be optional; (d) e-mail address to the extent that he or she has one; and (e) any other information required on Exhibit 5. The website claim form

will prepopulate this information for persons who first enter their claim ID and shall ask them to update or correct any information. The Claim Forms will be matched against the class list.

W. “Settlement Fund” means the fund used to pay all claims relating to the settlement of the Litigation and all Released Claims pursuant to this Agreement.

X. “Settlement Website” means the website prepared by the Claims Administrator in connection with the process of providing notice to Settlement Class Members as further described in Section II.B of this Agreement.

### **III. SETTLEMENT TERMS**

#### **A. Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Trader Joe’s conditionally agrees and consents to certification of the Settlement Class. Trader Joe’s conditional agreement is contingent upon execution of this Agreement by the Parties, entry of the Order of Final Approval and Judgment, and the Order of Final Approval and Judgment’s becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval or is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the applicable state law or rule of civil procedure.

Trader Joe’s denies all claims as to liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief as well as the class action allegations asserted in the Litigation. Trader Joe’s has agreed to resolve this Litigation through this Agreement, but to the extent this Agreement is deemed void or Final Approval does not occur, Trader Joe’s does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the

Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Trader Joe's retains and reserves all of these rights and agree not to take a position to the contrary.

**B. Settlement Amount**

In full and final settlement of the Settlement Class's claims, Trader Joe's shall pay the Settlement Amount. The Settlement Amount shall include, but is not necessarily limited to, the full and complete cost of Settlement Class benefits and compensation, all Class Notices and claims administration and all related administrative costs, the Incentive Payment (if any is authorized by the Court), and Class Counsel's attorneys' fees and expenses (as authorized by the Court). In no event, however, will the Settlement Amount exceed \$7,400,000.

**C. All Released Claims Satisfied by Settlement Fund**

Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims as provided in this Agreement.

**D. Settlement Fund**

Trader Joe's, either itself or via its insurer, will pay the Settlement Amount to the Claims Administrator within ten business days after Final Approval, except that it will deposit an amount necessary to pay for the estimated cost of Class Notice and administration no later than 30 days before the first date that Class Notice will be issued. The amount necessary to pay for the estimated cost of Class Notice and administration will be determined by the Claims Administrator 14 days before the deposit is due, and that amount will be less than the not-to-exceed cost of Class Notice and administration stated below. The remainder of the Settlement Amount, net of the costs of Class Notice and claims administration, the attorneys' fee award, and any Incentive Payment, shall

be distributed pro rata to Settlement Class Members who submit Settlement Claim Forms that are received on or before the Claims Deadline and are accepted by the Claims Administrator in compliance with the procedures set forth in the Class Notice, Preliminary Approval Order, and Order of Final Approval and Judgment. The proposed deductions from the gross settlement fund will be as follows: a proposed attorneys' fee award not to exceed one-third of the fund (\$2,466,666.67), class counsel's out-of-pocket expenses of (not to exceed \$65,000), the proposed class representative incentive award (not to exceed \$10,000), and the costs of notice and administration (not to exceed \$997,000). A person whose claim form does not match a transaction in the class list shall not be a class member.

The distribution shall be as follows:

- i. First Distribution. Settlement Awards shall be paid by electronic deposit or check. Within 45 days after the Effective Date, the Claims Administrator shall send payment to each claiming Settlement Class Member eligible to receive payment. The amount of each payment shall be the amount of the funds available for distribution divided by the number of Settlement Class Members to whom payments are being directed. The payment shall be made, at the option of the class member, either by electronic deposit or by check sent by first-class mail. The Claims Administrator will perform skip tracing and re-mailing as reasonably necessary. Checks will be valid for 180 days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 180 days after the date

on the check will be included as part of the Second Distribution (as defined below).

- ii. Second Distribution. If, after the expiration date of the checks distributed pursuant to subparagraph i. above, there remains money in the Settlement Fund sufficient to pay at least \$10 to each Settlement Class Member who received an electronic deposit or cashed his or her initial settlement check prior to the expiration date of such check, such remaining monies will be distributed on a pro rata basis to those Settlement Class Members (the “Second Distribution”). The Second Distribution shall be made within 90 days after the expiration date of the checks distributed pursuant to subparagraph i. above, and shall be paid in the same manner as the First Distribution. Checks issued pursuant to the Second Distribution will be valid for 180 days from the date on the check.
- iii. Remaining Funds. Money in the Settlement Fund that has not been distributed after the expiration of checks issued pursuant to the Second Distribution as set forth in subparagraph ii above, including but not limited to money not distributed because there is not enough money in the Settlement Fund to justify a Second Distribution (the “Remaining Funds”), shall be paid as *cy pres* to the Identity Theft Resource Center (“ITRC”) earmarked for education and efforts to minimize the risk and mitigate the impact of identity compromise. The Parties will jointly petition the Court for a *cy pres* distribution to the *cy pres* recipient. No

money remaining in the Settlement Fund shall revert to or otherwise be paid to Trader Joe's.

**E. If Final Approval Does Not Occur**

In the event the Agreement does not receive Final Approval, or is cancelled or terminated or otherwise becomes null and void for any reason, the remainder of the Settlement Fund, net of fees and costs paid or incurred for the Class Notice, shall revert back to Trader Joe's or its insurer, as applicable.

**F. Attorneys' Fees and Class Representative Incentive Payment**

To the extent that the Court orders an award of attorneys' fees and expenses to any Class Counsel, or an Incentive Payment to the Class Representatives, such awards will be paid from the Settlement Amount within fourteen (14) days after the Effective Date.

1. Attorneys' Fees and Expenses

Class Counsel will file a petition with the Court for an award of attorneys' fees plus expenses to be paid solely from the Settlement Amount the same day as Notice is sent pursuant to section IV.B. This award shall be Class Counsel's total recovery for attorneys' fees, costs, and/or adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, expert fees and costs, and document review and production costs). Class Counsel shall be responsible for allocating and shall allocate all attorneys' fees and expenses that are awarded by the Court amongst Class Counsel, and Trader Joe's shall have no responsibility, role, or liability in connection with such allocation. The three firms representing the Class have agreed to split the attorneys' fee award equally, with Hekmat Law Group receiving one-third, Keogh Law, Ltd. receiving one-third, Scott D. Owens, P.A. receiving one third.

2. Class Representatives Incentive Payment

On the same day as Notice is sent pursuant to section IV.B, Plaintiff may petition the Court for an Incentive Payment for the service to the Settlement Class and the time and effort that the Class Representatives personally invested in this Litigation.

**G. Motion for Preliminary Approval**

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit 1.

**H. No Knowledge of Other Violations**

Class Representative and Class Counsel certify and represent that, as of the date they sign this Agreement, they are not aware of any alleged violations of FACTA or any other law related to the printing, programming, or provision of any receipt by Trader Joe's other than the alleged violations resolved by this Agreement other than the receipt of Chandler Semjen. If Class Representative learns of such an alleged violation, they agree to promptly notify Counsel for Trader Joe's prior to initiating any legal action.

**IV. CLAIMS ADMINISTRATION**

**A. Claims Administrator/Claims Office**

The Claims Administrator may appoint as many claims officers, experts, and/or advisors as are necessary to carry out the duties of the Claims Office expeditiously. The Claims Office procedures shall be subject to Court approval and under the continuing jurisdiction of the Court. The Claims Office shall be responsible for disseminating information to Settlement Class Members concerning settlement procedures. In addition, the Claims Office shall (i) assist the Court in processing and tabulating Requests for Exclusion, (ii) receive all opt-out forms and

documentation, (iii) receive, process, classify, and pay claims as provided in this Agreement and any applicable orders of the Court, and (iv) operate under the continuing supervision of the Court.

**B. Notice**

1. E-mail and Mail

A copy of the Summary Notice, as approved by the Court after considering the positions of the parties, shall be mailed to all class members whose mailing address was provided by their card issuing banks, and e-mailed to those class members for which there is an e-mail address but no mailing address provided by the card issuing bank or a mailing address that results in notices being returned to sender. E-mail and mail will be the only means of direct notice. Class members' contact information will come from banking institutions or other third parties (such as the US Postal Service). Mailed notices shall be sent by first class mail. All notices shall be initially sent by the deadline established by the Preliminary Approval Order by the Claims Administrator. For any class member whose mailed Summary Notice is returned with a forwarding address, they shall be re-mailed a copy of the Summary Notice by first class mail to the forwarding address. For any class member whose Summary Notice is returned without a forwarding address, the Claims Administrator shall attempt to locate a new address for the class member from public databases and re-send the Summary Notice by first class mail to the new address. Trader Joe's shall reasonably cooperate with Plaintiffs' counsel in Plaintiff's counsel's efforts to retrieve Settlement Class Member information from any third party, including, but not limited to, Visa, MasterCard, American Express, Discover, and any other third party involved in processing Trader Joe's debit or credit card transactions, with the express understanding that any reasonable costs any other entity incurs will be paid from the Settlement Amount and not in addition to the Settlement Amount. The Parties agree that any contact information, personally identifiable information, or

transaction-specific information provided for purposes of identifying and/or notifying potential Settlement Class Members may be shared with the Claims Administrator, who agrees to be governed by the Protective Order in this Litigation, and any party Class Counsel decides to subpoena for the limited purpose of obtaining Settlement Class Member contact information. All such information shall be kept confidential and will be destroyed two years after the Settlement Fund is closed. Prior to destruction, Claims Administrator shall send all class administration data to Defendant, who will preserve it for an additional 5 years.

## 2. Settlement Website

By the deadline for distributing the Class Notice, the Claims Administrator shall establish and maintain the Settlement Website, which will, among other things, (i) enable Settlement Class Members to submit a claim and access and download the Settlement Claim Form, (ii) provide contact information for Class Counsel, and (iii) provide access to relevant documents. Such documents shall include this Agreement and Class Notice; the Preliminary Approval Order; the Complaint; and, when filed, the motion for attorneys' fees and the Order of Final Approval and Judgment if granted. The Claims Administrator shall also mail the Full Notice to any class member who so requests, and the Summary and Full Class Notice shall both include the address (URL) of [www.TJ-FACTASettlement.com](http://www.TJ-FACTASettlement.com) for the Settlement Website. The Claims Administrator shall maintain the Settlement Website until at least 30 days following the void date for checks.

### 3. IVR

By the deadline for mailing the Class Notice, the Claims Administrator shall establish and maintain a toll-free number that maintains an interactive voice response (IVR) system to answer questions and allow class members who have a claim ID form mailed notice to submit a claim.

### 4. Reminder Notice

For every unreturned e-mail where that class member has not submitted a claim by ten days before the Claims Deadline, the Claims Administrator shall send a reminder notice, in substantially the form as the Summary Notice approved by the Court (except that the notice may be captioned with the phrase “Reminder Notice”) by e-mail at least seven days before the Claims Deadline for the class members for whom it has an e-mail address.

### 5. Opt-Out

The Class Notice shall provide a procedure whereby Settlement Class Members may exclude themselves from the Settlement Class by mailing a Request for Exclusion. Any Settlement Class Member who does not validly and timely submit a Request for Exclusion before the Opt-Out/Objection/Claims Deadline shall be deemed a Settlement Class Member and shall be bound by the terms of this Agreement.

### 6. Objections

The Class Notice shall also provide a procedure for Settlement Class Members to object to the settlement set forth herein and any of its terms. Objections must be received by the Opt-Out/Objection/Claims deadline set by the Court.

### 7. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. In the event that the Agreement is not so approved, the Parties shall return to the status quo

ante as of the date of this Agreement, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of the Agreement, and the Parties shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante as of the date of this Agreement, for all litigation purposes, as if no Agreement had been negotiated or entered into, and the Parties shall be deemed to have preserved all of their rights or defenses as of the date of the Agreement and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

#### 8. Trader Joe's Rights to Terminate Agreement

Trader Joe's and its insurer's willingness to settle this litigation on a classwide basis and to agree to the certification of the Settlement Class is dependent upon achieving finality in this Litigation, and the desire to avoid further expense in this Litigation. Consequently, Trader Joe's shall have the right in its sole discretion to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to Plaintiff, Settlement Class Members, or Class Counsel if more than 2% of the Settlement Class Members request to opt-out of the Settlement pursuant to Section IV.B.5, above.

#### **C. Claims Process**

In order to make a claim, a Settlement Class Member must submit a valid and completed Settlement Claim Form in compliance with the procedures set forth in the Class Notice, Preliminary Approval Order, and Order of Final Approval and Judgment. The claims shall be

cross-referenced against the transaction data for the class members. Any claim that does not match the transaction data for the class members shall not be valid as that person is not a class member. For example, most Trader Joe's receipts contained no additional credit card digits and even then, they did so in a limited window of time, such that customers engaging in transactions outside of these specific locations or outside of the window of time would not be part of this class. All Settlement Claim Forms must be submitted by the Claims Deadline as set forth in the Class Notice. Any Settlement Claim Form submitted after the Claims Deadline shall be deemed an untimely and invalid claim.

**D. Retention of Records**

The Claims Administrator shall retain all records relating to payment of claims under this Agreement for a period of three (3) years from the Effective Date. The confidentiality of those records shall be maintained in accordance with the Preliminary Approval Order and the Protective Order.

**V. EXCLUSIVE REMEDY/JURISDICTION**

**A. Exclusive Remedy**

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by the Settlement Class or any Settlement Class Member against the Trader Joe's Releasees related to the Released Claims. No Trader Joe's Releasee shall be subject to liability or expense of any kind to the Settlement Class or any Settlement Class Member related to the Released Claims except as provided in this Agreement. This Agreement shall be binding upon, and in addition shall inure to the benefit of the Parties' successors, assigns, and the Trader Joe's Releasees.

## **B. Final Judgment**

The Parties agree that upon the Effective Date, the Order of Final Approval and Judgment shall constitute a final judgment, as entered by the Court pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” As provided in Section V.C of this Agreement below, the Court will retain jurisdiction to enforce the Settlement and the Final Approval Order and Judgment.

## **C. Continuing Jurisdiction of Court**

The Court shall retain exclusive and continuing jurisdiction over this Litigation, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

## **VI. RELEASES**

Upon the Effective Date of this Agreement, the Trader Joe’s Releasees shall be released and forever discharged from all Released Claims by the Class Representatives, the Settlement Class, and each Settlement Class Member. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any Trader Joe’s Releasee based, in whole or in part, on any of the Released Claims.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Cooperation to Facilitate this Settlement**

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

### **B. Representation by Counsel**

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, and have been given the opportunity to review independently this Agreement with such legal counsel, and agree to the particular language of the provisions herein.

### **C. No Admission of Liability**

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of himself or the Settlement Class, against Trader Joe's. Trader Joe's expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible in evidence for any such purpose in any proceeding, except solely for purposes of enforcement of the terms of this Agreement; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

**D. Contractual Agreement**

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents. The Parties further agree that this Agreement may be disclosed in accordance with California Evidence Code sections 1122 and 1123.

**E. Change of Time Periods**

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Trader Joe's counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

**F. Integration**

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement, including the Parties' May 23, 2025 Settlement Term Sheet. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

**G. Drafting**

This Agreement is a collaborative effort of the Parties and their respective attorneys, and the Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*.

**H. Costs**

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

**I. Modification or Amendment**

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

**J. No Waiver**

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

**K. Severability**

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other

provision hereunder; provided, however, that the terms of this Section VII.K shall not apply should any court or tribunal find any part, term, or provision of the release, as set forth in Section VI, to be illegal or invalid in any manner.

**L. No Consent**

To the Parties' knowledge and belief, except as expressly provided herein, no consent, authorization, action, or approval of, notice to or filing with, waiver, or exemption by any person or entity which has not been obtained, including, without limitation, any governmental, public or self-regulatory body or authority, is required in connection with the execution, delivery, and performance of this Agreement or consummation of the transactions contemplated hereby by the Parties hereto.

**M. No Violation of Law or Agreement**

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

**N. Successors**

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties thereto.

**O. Choice of Law**

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Class Counsel's fees and expenses,

and any Incentive Payment, shall be governed by the Court presiding over the Preliminary and Final Approval process.

**P. Fair and Reasonable**

The Parties and their counsel believe that this Agreement, in compromise of the disputed claims, is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arm's-length negotiations.

**Q. Headings**

Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

**R. Exhibits**

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

**S. Counterparts**

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

**T. Facsimile and E-mail**

Transmission of a signed Agreement by facsimile or e-mail shall constitute receipt of an original signed Agreement by mail.

**U. Warranty of Signature**

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for

which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

**V. No Assignment**

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were, could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section VII.V shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section VII.V.

**W. Confidentiality**


1. The Parties agree that they will not contact the press, issue any press releases, and/or give any interviews upon this Settlement to any person other than to the Settlement Class Members in any way other than as provided in this Agreement, on the Settlement Website, or otherwise agreed upon by Trader Joe's in writing in each instance prior to the Effective Date. Notwithstanding the foregoing, nothing in this agreement shall limit the ability of Trader Joe's to include descriptions of the litigation and the settlement in materials where it is required to do so by law or regulation.

2. All Settlement Class Member information Trader Joe's provides Class Counsel pursuant to the Settlement Agreement and Release, and all transaction, card account, or putative

Settlement Class Member identifying or contact information Plaintiff subpoenas from any nonparty, shall be treated as confidential, and not shared with anyone other than: (a) the Parties' counsel; (b) the Claims Administrator; or (c) the Court, except that Class Counsel may also share that information with any bank, card processing entity, or other third party to facilitate the process of identifying or locating class members. If any information described in this paragraph is filed with the Court, it shall be filed under seal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: Jan 14, 2026  
\_\_\_\_\_

By:   
Brian Keim (Jan 14, 2026 23:33:14 EST)  
\_\_\_\_\_  
Brian Keim  
*Plaintiff and Class Representative*

Dated: Jan 15, 2026  
\_\_\_\_\_

By:   
\_\_\_\_\_

Keith J. Keogh  
Michael Hilicki  
KEOGH LAW, LTD  
55 W. Monroe St., Suite 3390  
Chicago, IL 60603

Scott David Owens  
SCOTT D. OWENS, P.A.  
2750 N. 29<sup>th</sup> Ave., Suite 209A  
Hollywood, FL 33020

Joseph M. Hekmat (265229)  
HEKMAT LAW GROUP  
2121 Avenue of the Stars, Ste. 800  
Los Angeles, CA 90067

*Counsel for Plaintiff Keim and the Class*

Dated: 1/14/20

By: TRADER JOE'S COMPANY

  
\_\_\_\_\_

Name: Kathryn Cahon

Title: EVP, General Counsel

APPROVED AS TO FORM

Dated: January 15, 2026

By:



---

Dawn Sestito

Noah Ickowitz

O'MELVENY & MYERS LLP

400 South Hope Street, 19th Floor

Los Angeles, California 90071-2899

*Counsel for Trader Joe's Company*

# EXHIBIT 1

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Counsel for Defendant

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Telephone: (954) 589-0588

Keith J. Keogh (*pro hac vice*)  
KEOGH LAW, LTD.  
55 W. Monroe St., Suite 3390  
Chicago, IL 60603  
Telephone: 312-726-1092  
Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

BRIAN KEIM, individually and on behalf of  
other similarly situated individuals,

Plaintiff,

v.

TRADER JOE'S COMPANY, a California  
corporation,

Defendant.

CASE NO: 19STCV36790

CLASS ACTION

**ORDER CONDITIONALLY  
CERTIFYING SETTLEMENT CLASS,  
GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT, AND  
DIRECTING NOTICE TO THE CLASS**

Hearing Date: February 5, 2026

Time: 8:30 a.m. PST

Dept.: 9

**THIS CAUSE** came before the Court on Plaintiff, Brian Keim’s, Motion for Preliminary Approval of Class Action Settlement filed on July 22, 2025. Being fully advised, it is **ORDERED AND ADJUDGED** as follows:

1. The Motion to Conditionally Certify the Settlement Class, Preliminarily Approve the Class Action Settlement, and Direct Notice to the Settlement Class is **GRANTED** pursuant to Civil Procedure § 382 and California Rules of Court 3.764–3.771. The terms of the Second Amended Settlement Agreement and Release,<sup>1</sup> including Exhibits 1 through 5 attached thereto (hereinafter collectively referred to as the “Settlement Agreement”), are preliminarily **APPROVED**, subject to further consideration at the Fairness Hearing provided for below. This Order incorporates the Settlement Agreement, including all Exhibits. Unless otherwise provided herein, the terms defined in the Settlement Agreement shall have the same meanings herein.

2. The Court finds the Settlement Agreement was entered into between the Class Representative, on behalf of himself and the Settlement Class, and Trader Joe’s Company (“**Trader Joe’s**”) only after extensive arm’s-length negotiations by experienced counsel for the parties and following mediation efforts presided over by a JAMS mediator, the Hon. Irma E. Gonzalez (Ret.).

3. The Court finds the settlement embodied in the Settlement Agreement is sufficiently within the range of reasonableness so that notice of the settlement should be given as provided in this Order. In making this determination, the Court has considered the current posture

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<sup>1</sup> The Court conducted a hearing on the Motion for Preliminary Approval on October 7, 2025, at which the Court instructed the parties to make certain amendments to the Settlement Agreement and exhibits thereto (*e.g.* the class notices), and file supplemental briefing to address certain issues by November 6, 2025. By that same order, the Court continued the hearing to December 4, 2025. At the December 4 hearing, the Court instructed the parties to make additional amendments to the Settlement Agreement and exhibits thereto, and continued the hearing to February 5, 2026 at 8:30 a.m.

of the litigation and the risks and benefits to the parties involved in both settlement of these claims and continuation of the litigation.

**I. THE CLASS, CLASS REPRESENTATIVE, AND CLASS COUNSEL.**

4. The Settlement Class is defined as follows:

The account holders whose credit or debit card was used in a transaction at a Trader Joe's store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.

Excluded from the Settlement Class is any individual class member who properly opts out of the Settlement pursuant to the procedure described herein.

5. The Court makes the following determinations as to certification of the Settlement Class:

(a) The Court conditionally certifies the Settlement Class for purposes of settlement only, under Cal. Code of Civil Procedure § 382.

(b) The Settlement Class is ascertainable because it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible. Here, the Settlement Class is ascertainable from records obtained in third-party discovery, which Class Counsel already obtained in the litigation, as well as the records of certain third-party companies that issued the class members' credit and debit cards, which will be obtained by subpoena.

(c) The Settlement Class is so numerous that joinder of all members is impracticable, as it numbers in the hundreds of thousands.

(d) The Settlement Class has the requisite community of interest. First, their claims present common questions of law and fact that predominate over any alleged individual questions because their claims arise under the same provision of the statute and are based on the

same material facts (*e.g.* Plaintiff claims they were each provided a receipt displaying the first six and last four digits of their card numbers in alleged violation of their Fair and Accurate Credit Transactions Act (“FACTA”) rights, under circumstances Plaintiff claims to show these common alleged violations were willful).

(e) Second, Plaintiff’s claim is typical of the Settlement Class Members’ claims because their claims are based on the same material facts and legal theory. Specifically, Plaintiff alleges he and each Settlement Class member were provided receipts displaying the first six and last four digits of their card numbers for the same reasons and under the same circumstances, and in alleged violation of the same provision of the same law.

(f) Third, Plaintiff is an adequate class representative because he has expressed a desire to undertake that role, he understands his duty to act in the class members’ best interests, he has no conflict of interest with the members of the class, to the contrary he and the class members stand to recover the same relief (*i.e.* statutory damages) if the case were litigated to judgment, plus the Court notes Plaintiff previously has been found adequate to represent a class in another case, *Keim v. ADF MidAtlantic, LLC*, 328 F.R.D. 668, 688-89 (S.D. Fla. 2018).

(g) Plaintiff’s counsel are also adequate, as this Court recognizes the experience of Class Counsel, Keith J. Keogh, Michael S. Hilicki, Scott D. Owens and Joseph M. Hekmat.

(h) Finally, a class action is a superior method for resolving this litigation. The Settlement Class Members’ claims present the same material facts and under the same section of the same law, and thus class certification promotes judicial economy by resolving their common claims in one lawsuit instead of multiple lawsuits, and promotes fairness by ensuring consistent results. Furthermore, class certification promotes justice by alerting all class members to the existence of their claims, and giving them the ability to resolve their claims without having to find

their own counsel, file their own lawsuit, and endure the cost and rigors of litigation on their own.

(i) The Court makes no finding or determination as to the liability or wrongdoing of Trader Joe's. The Court recognizes that Trader Joe's vigorously denies any and all liability or wrongdoing. None of the receipts included the middle digits, expiration dates, customer names, customer addresses, or other personally identifiable information. It has been more than five years since Plaintiff sued Trader Joe's, and Trader Joe's represents no person has reported to Trader Joe's identity theft based on the conduct alleged in this case. However, identity theft is not required to prove a FACTA claim, and therefore Settlement Class Members do not need to have suffered identity theft to submit a claim for payment from this Settlement.

## **II. NOTICE TO SETTLEMENT CLASS MEMBERS**

6. The Court has considered the proposed forms of notice including the Summary Notice and Full Notice for the Settlement Website (Exhibits 2 and 3 to the Settlement Agreement respectively), as well as the Settlement Claim Form (Exhibit 5 to the Settlement Agreement), and finds that the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and California Rule of Court 3.769(f), are the best notice practicable under the circumstances, constitute adequate notice of the lawsuit and settlement to all persons entitled to the same.

7. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice and Full Notice for the Settlement Website), and orders that notice be given in substantial conformity therewith.

8. The notice program shall commence by no later than \_\_\_\_\_ days after entry of this Order (the "Notice Deadline"). The costs of preparing, printing, publishing, mailing, and otherwise disseminating the notice shall be paid from the Settlement Fund in accordance with the Settlement

Agreement. In the event a class member's notice is returned as undeliverable and subsequently re-sent to a new address, the class member will be given an additional two weeks to respond to the notice, and the new response date will be stated in the notice.

9. The Court appoints Verita Global, LLC as Claims Administrator. Responsibilities of the Claims Administrator shall include the following:

(a) Arranging for distribution of the Class Notice and Settlement Claim Forms to Settlement Class Members;

(b) Making any mailings to Settlement Class Members required under the terms of the Settlement Agreement;

(c) Answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee;

(d) Receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement;

(e) Establishing the Settlement Website that posts notices, Settlement Claim Forms, and other case documents;

(f) Receiving and processing Settlement Claim Forms from and distributing Settlement payments to Settlement Class Members;

(g) Paying from the Settlement Fund any fees and costs incurred or due to credit or debit card issuers, card processing companies, or others for responding to subpoenas to locate or identify the Settlement Class Members; and

(h) Otherwise assisting with implementation and administration of the terms of the Settlement Agreement.

### **III. REQUEST FOR EXCLUSION FROM THE CLASS**

10. A Settlement Class Member who wishes to be excluded from the Settlement Class shall mail a written Request For Exclusion to the Claims Administrator, so that it is either received or postmarked no later than sixty days after the Notice Deadline (the “Opt-Out/Objection/Claims Deadline”), and shall clearly:

- (a) State the case name and number;
- (b) State the Settlement Class Member’s name and address;
- (c) Be signed by the Settlement Class Member requesting exclusion; and
- (d) Contain a statement that indicates a desire to be excluded from the

Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in *Keim v. Trader Joe’s*.”

11. Any Settlement Class Member who does not properly and timely serve a Request For Exclusion as set forth above shall be included in the Settlement Class, and shall be bound by all the terms and provisions of the Settlement Agreement, including the Releases, and the Order of Final Approval and Judgment, whether or not such Settlement Class Member received actual notice or objected to the Settlement Agreement, and whether or not such Settlement Class Member makes a claim upon or participates in the Settlement Agreement.

### **IV. OBJECTIONS**

12. Objections must be received by the Opt-Out/Objection/Claims Deadline. To be valid, the objection must provide:

- (a) The case name and number;
- (b) The name, address, telephone number, and email address (if any) of the

objecting Settlement Class Member and, if represented by counsel, of his or her counsel;

- (c) A statement of each objection, as well as the specific ground(s) for each objection;
- (d) A statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel;
- (e) Any documentation supporting each objection; and
- (f) The Settlement Class Member's claim ID number on the notice they received by regular mail or e-mail.

In addition, a Settlement Class Member who did not receive a claim ID number by regular mail or e-mail must provide, to the Claims Administrator, the first six (6) and last four (4) digits of the credit or debit card used to make the purchase that generated the receipt giving rise to their claim, and the date of purchase.

## **V. PROOFS OF CLAIM**

13. To effectuate the Settlement Agreement and the provisions of the Class Notice program, the Claims Administrator shall be responsible for receipt of all Requests for Exclusion and Settlement Claim Forms. The Claims Administrator shall preserve, on paper or transferred into electronic format, all Requests for Exclusion, Settlement Claim Forms, and any and all other written communications from Settlement Class Members in response to the Class Notice for a period of three (3) years, or as further directed by the Court. All written communications received by the Claims Administrator from Settlement Class Members relating to the settlement shall be available at reasonable times for inspection and copying by Class Counsel and Counsel for Trader Joe's.

14. In order to participate in the settlement, a Settlement Class Member shall take the following actions and be subject to the following requirements:

(a) A Settlement Class Member who wishes to receive a distribution from the Settlement Fund must submit a properly completed Settlement Claim Form to the Claims Administrator on or before the Opt-Out/Objection/Claims Deadline, according to the instructions listed on the Settlement Claim Form. If a Settlement Claim Form is submitted by mail via the United States Postal Service to the address indicated in the Class Notice, it shall be deemed to have been submitted as of the date postmarked. If a Settlement Claim Form is submitted in any other manner, it shall be deemed to have been submitted on the date received by the Claims Administrator.

(b) Except as provided herein, each completed Settlement Claim Form must contain the following information to be proper: (i) name; (ii) physical address; and (iii) claim ID (if the Settlement Class Member has one). The Settlement Claim Form may, but shall not be required to, include the Settlement Class Member's phone number and email address. The Settlement Claim Form on the Settlement Website will prepopulate the above information for persons who first enter their claim ID, and will ask them to update or correct any information.

(c) The Settlement Claim Form shall require each Settlement Class Member to verify the information he or she is providing is true and correct as of the date thereof to the best of his or her knowledge and belief.

(d) Each Settlement Claim Form shall be submitted to and reviewed by the Claims Administrator, who shall make a recommendation to Class Counsel and Counsel for Trader Joe's about which claims should be allowed.

(e) The Claims Administrator will notify each Settlement Class Member who filed a Settlement Claim Form of any recommendation of disallowance of the Settlement Claim Form submitted by such person, and the reasons therefor. Settlement Class Members shall be

permitted a reasonable period of time to cure any deficiency with respect to their respective Settlement Claim Form that is identified.

(f) Each Settlement Class Member who submits a Settlement Claim Form shall thereby expressly submit to the jurisdiction of the Court with respect to the claim submitted, and shall, subject to Final Approval of the Settlement Agreement, be bound by all the terms and provisions of the Settlement Agreement.

## **VI. CONFIDENTIALITY**

15. The information Class Counsel subpoenas from non-parties about the Settlement Class Members, such as contact information, shall be treated as confidential under the Protective Order previously entered in this matter and not be disclosed to any person or entity other than Class Counsel, Counsel for Trader Joe's, the Claims Administrator, the non-party being subpoenaed, and the Court. Likewise, any information received by the Claims Administrator that pertains to a particular Settlement Class Member, including any transactional data and information submitted in conjunction with a Request for Exclusion (other than the identity of the person requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Counsel for Trader Joe's, and, if necessary, the Court, and shall otherwise be treated as provided for in the Settlement Agreement.

16. Because distribution of direct notice to the Settlement Class Members will facilitate their awareness of the settlement and ability to claim the settlement's benefits, and because the Settlement Class Members' information will be kept confidential as provided above, the Court finds Class Counsel's use of subpoenas to gather Settlement Class Member information from non-parties appropriate.

17. The Claims Administrator shall destroy all subpoenaed Settlement Class Member information within sixty days after settlement becomes final and no longer appealable, and all funds have been paid out.

## **VII. FAIRNESS HEARING**

18. After the Opt-Out/Objection/Claims Deadline, this Court will conduct a hearing on final settlement approval (the “Fairness Hearing”), which may be held via video or telephonic conference, to consider, inter alia, the following:

(a) The fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to the applicable California Rules of Court, and any other rules or requirements; and

(b) Entry of the Order of Final Approval and Judgment.

19. By the Notice Deadline, Class Counsel shall file with the Court any petition for an award of attorneys’ fees and expenses, as well as any request by Plaintiff for an Incentive Payment.

20. At least fourteen days before the Fairness Hearing, Class Counsel shall file any memoranda or other materials in support of Final Approval of the Settlement Agreement.

21. Any Settlement Class Member who has not filed a Request for Exclusion in the manner set forth above may appear at the Fairness Hearing in person or by counsel and may be heard to the extent allowed by the Court. However, any papers or briefs the person wishes the Court to consider must be filed and served upon counsel listed below by the Opt-Out/Objection/Claims Deadline. Settlement Class Members who object shall be subject to the jurisdiction of this Court.

22. Counsel for the Parties who must be served with all documentation described above are as follows:

Counsel for the Settlement Class:  
Keith J. Keogh

Michael Hilicki  
Keogh Law LTD  
55 W. Monroe Street  
Suite 3390  
Chicago, IL 60603

Counsel for Trader Joe's Company:

Dawn Sestito  
Noah Ickowitz  
O'MELVENY & MYERS LLP  
400 South Hope Street, 19th Floor  
Los Angeles, California 90071-2899

23. Any Settlement Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall serve a Notice of Appearance on the Counsel listed above, and file it with the Court, by the Opt-Out/Objection/Claims Deadline.

24. The date and time of the Fairness Hearing shall be set forth in the Summary Notice, Full Notice and on the Settlement Website, but shall be subject to continuance or adjournment by the Court without further notice to the Settlement Class Members other than that which may be posted at the Court, on the Court's website, and/or the Settlement Website.

25. Pending Final Approval, all Settlement Class Members are hereby preliminarily enjoined from, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Settlement Class), from:

(a) Filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and

(b) Organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

**VIII. OTHER PROVISIONS**

26. If the settlement is ultimately denied Final Approval, as “Final Approval” is defined in the Settlement Agreement, this Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before entry of this Order. In that event, and except as provided in the Settlement Agreement, the Settlement Agreement shall not be used or referred to for any purpose whatsoever (unless the parties agree otherwise), and the negotiation, terms, and entry of the Settlement Agreement shall remain subject to the applicable state law or rule of civil procedure.

27. The following summarize the deadlines stated above for issuing notice, submitting claims and objections, and addressing Final Approval of the settlement:

_____, 2026	Deadline for notice of the settlement to be sent to the Settlement Class Members
_____, 2026	Plaintiff to file petition for attorneys’ fees, expenses, and any request for an Incentive Payment
_____, 2026	Deadline for Settlement Class Members to request exclusion or file objections
_____, 2026	Deadline for Settlement Class Members to submit a Settlement Claim Form
_____, 2026	Deadline for Parties to file the following: (1) List of persons who made timely and proper Requests for Exclusion (under seal); (2) Proof of Class Notice; and (3) Motion and memorandum in support of final approval, including responses to any objections.
_____, 2026 at _____ m.	Fairness Hearing

**DONE and ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hon. Elaine Lu

cc: counsel of record

# EXHIBIT 2

**NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT**  
THE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION.

<b>What is this?</b>	This is notice of a proposed settlement in a class action lawsuit, captioned <i>Keim v. Trader Joe's Company</i> , Case No. 19STCV36790 (Los Angeles County Sup. Ct.).
<b>What is this lawsuit about?</b>	<p>The settlement would resolve a Fair and Accurate Credit Transactions Act (“FACTA”) lawsuit brought on behalf of a class of account holders whose credit or debit card was used in a transaction at a Trader Joe’s store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number (but not the middle digits, the expiration dates, customer names, customer addresses, or other personally identifiable information) used in the transaction between March 5, 2019 and July 19, 2019. Any person that does not match transaction data showing that they may have been provided such a receipt shall not be a Settlement Class Member. Trader Joe’s vigorously denies any wrongdoing. Not all Trader Joe’s stores printed receipts displaying the first six and last four digits of the card number, and in those stores that did, only a small minority of transactions involved such receipts. The Court has not ruled on the merits of Plaintiff’s claim or Trader Joe’s defenses.</p> <p>It has been more than five years since Plaintiff sued Trader Joe’s, and Trader Joe’s represents no person has reported to Trader Joe’s identity theft based on the conduct alleged in this case. However, identity theft is not required to prove a FACTA claim, and therefore you do not need to have suffered identity theft to submit a claim for payment from this Settlement.</p>
<b>Why am I getting this notice?</b>	You were identified as someone who may have been provided a printed receipt that displayed the first six and last four digits of your card number (but not the middle digits, the expiration date, your name, your address, or other personally identifiable information) for a transaction made with a credit or debit card at a Trader Joe’s store between March 5, 2019 and July 19, 2019.
<b>What does the settlement provide?</b>	Trader Joe’s (through its insurer) has agreed to pay \$7,400,000 into a Settlement Fund, which will pay for the cost of notice and administration of the settlement,

payments to Settlement Class Members who file valid claims, attorneys' fees and expenses incurred by counsel for Plaintiff and the Settlement Class Members ("Class Counsel") and an Incentive Payment for the named Plaintiff, if approved by the Court. Each Settlement Class Member who submits a valid Settlement Claim Form may receive a payment, subject to the Settlement Administrator verifying their claim and a pro rata distribution of the settlement. Class Counsel will petition for an Incentive Payment not to exceed \$10,000 to Plaintiff Brian Keim for his services as Class Representative, and for Class Counsel's fees, not to exceed (\$2,466,666.67 (which is one-third of the Settlement Fund), plus Class Counsel's reasonable expenses, not to exceed \$65,000. The cost of notice and administration shall not exceed \$977,000. The three firms representing the class have agreed to split the attorneys' fee award equally, with each firm receiving one third.

The formula for calculating the Settlement Class Members' estimated payments is as follows: \$7,400,000, minus the maximum claims administration costs (\$977,000), minus the maximum attorneys' fee award (\$2,466,666.67), minus the maximum award for Class Counsel's expenses (\$65,000), minus the maximum incentive award (\$10,000), divided by the number of claims the Settlement Class Members make. Plaintiff estimates each class member who files a timely claim will receive \$102.45. Any unclaimed funds shall be paid to the Identity Theft Resource Center as a *cy pres* award on behalf of the Settlement Class.

In exchange for the right to claim a payment, all Settlement Class Members release the following claims against all Trader Joe's Releasees: "any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys' fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, including, but not limited to, claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108-159, and 15 U.S.C. §

	<p>1681c(g), or under any consumer protection statutes, that were alleged or reasonably could have been alleged based on the facts and allegations in the operative complaint, including, but not limited to, those reasonably related to credit or debit cards used in transactions at Trader Joe's stores for which customers' receipts were formatted to display the first six and last four digits of the card numbers, from July 17, 2017 to the date of the Court's order granting preliminary approval." Trader Joe's Releasees means "Trader Joe's, each of its affiliates, parents, subsidiaries, predecessors, successors, co-venturers, divisions, joint venturers, joint ventures and assigns, as well as each of those entities' past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, and assigns."</p> <p>The Trader Joe's Releasees shall be released and forever discharged from all Released Claims by the Settlement Class and each Settlement Class Member. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any Trader Joe's Releasee based, in whole or in part, on any of the Released Claims.</p>
<p><b>How can I receive a payment from the settlement?</b></p>	<p>To receive payment, you must complete and submit a valid Settlement Claim Form by [_____]. You can obtain and submit a Settlement Claim Form online at - <a href="http://www.TJ-FACTASettlement.com">www.TJ-FACTASettlement.com</a>, by mail, or by telephone by calling [_____]. Settlement Claim Forms submitted by mail must be sent to the Claims Administrator at the address below and must be postmarked no later than [_____].</p>
<p><b>Do I have to be included in the settlement?</b></p>	<p>If you don't want monetary compensation from this settlement and you want to keep the right to pursue or continue to pursue these claims against Trader Joe's on your own, then you must exclude yourself from the settlement by sending a letter requesting exclusion to the Claims Administrator, postmarked no later than [_____] at the address below. The letter requesting exclusion must contain the following information: (a) the case name and number; (b) the name and address of the Settlement Class Member; (c) the personal signature of the Settlement Class</p>

	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 <i>Keim v. Trader Joe’s</i> .” .
<b>If I don’t like something about the settlement, how do I tell the Court?</b>	If you don’t exclude yourself from the settlement, you can object to any part of the settlement. You must file your written objection with the Court by [____]. Your written objection must also be mailed to Class Counsel and Trader Joe’s Counsel and be postmarked no later than [____]. Your written objection must contain the following information: (a) the case name and number; (b) the name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel; (c) a statement of each objection, as well as the specific ground(s) for each objection; (d) a statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel; (e) any documentation supporting each objection; and (f) the claim ID number from the notice the Settlement Class Member received by regular mail or e-mail (or, if you do not receive a claim ID by regular mail or e-mail, the first six and last four digits of the credit or debit card used to make the purchase that generated the receipt giving rise to your claim, and the date of purchase). You may also appear at the final approval hearing and orally object even if you have not filed a written objection. If you file an objection, in order to remain eligible to receive a payment, you must also submit a Settlement Claim Form.
<b>What if I do nothing?</b>	If you do nothing, you will not be eligible for a payment. But, you will still be a Settlement Class Member and be bound by the settlement, and you will release Trader Joe’s from all liability associated with the alleged actions giving rise to this case.
<b>The Final Approval Hearing</b>	The Court will hold a Fairness Hearing in this case at [TIME] on ____ in Room ____ in the [Courthouse name and address]. You may hire your own attorney to appear and speak at the hearing at your own expense, but it is not necessary. The deadline for Trader Joe’s to fund the Settlement is 10 business days after final approval is granted. Settlement checks can be cashed for up to 180 days after the issuance date stated on the checks.
<b>How do I get more information about the settlement?</b>	This notice contains limited information about the settlement. For more information, to view additional settlement documents including a Settlement Claim Form and a more detailed notice describing the settlement, and to review

	information regarding your exclusion and objection rights and the final approval hearing, visit <a href="http://www.TJ-FACTASettlement.com">www.TJ-FACTASettlement.com</a> . The Settlement Agreement, also available at that website, contains definitions for the capitalized terms in this notice. You can also obtain those documents and additional information by calling [INSERT ADMINISTRATOR NUMBER].
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TRADER JOE'S FACTA SETTLEMENT  
SETTLEMENT ADMINISTRATOR  
[INSERT CLAIMS ADMIN ADDRESS]

[CLAIM ID IN DIGITS]

[CLAIM ID IN 2D BARCODE]

Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]

[NAME][ADDR1] [ADDR2]

[CITY] [ST] [ZIP]

# EXHIBIT 3

***Keim v. Trader Joe's Company***

**Case No. 19STCV36790 (Los Angeles County Sup. Ct.)**

**If you made a purchase at a Trader Joe's store using a credit card or debit card between March 5, 2019 and July 19, 2019, you may be entitled to benefits under a class action settlement.**

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

- Plaintiff Brian Keim (“Plaintiff”) alleges Trader Joe’s Company (“Trader Joe’s”) printed receipts for credit or debit card transactions at some of its stores that included the first six and last four digits (but not the middle digits, the expiration dates, customer names, customer addresses, or other personally identifiable information) of the debit or credit card number in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) *et seq.* (“FACTA”).
- Trader Joe’s denies Plaintiff’s allegations and vigorously denies any and all liability or wrongdoing whatsoever. Not all Trader Joe’s stores printed receipts displaying the first six and last four digits of the card number, and in those stores that did, only a small minority of transactions involved such receipts. Trader Joe’s insurer has nonetheless concluded that further litigation would be protracted and expensive, and has taken into account the uncertainty and risks inherent in this litigation, and has determined that it is desirable that the litigation be fully, completely, and finally settled in the manner and upon the terms set forth in the settlement. The Court has not ruled on the merits of Plaintiff’s claims or Trader Joe’s defenses. By entering into the settlement, Trader Joe’s has not conceded the truth or validity of any of the claims against it.
- It has been more than five years since Plaintiff sued Trader Joe’s, and Trader Joe’s represents no person has reported to Trader Joe’s identity theft based on the conduct alleged in this case. However, identity theft is not required to prove a FACTA claim, and therefore you do not need to have suffered identity theft to submit a claim for payment from this Settlement.
- Trader Joe’s (through its insurer) has agreed to pay \$7,400,000 (the “Settlement Fund”) in full and final settlement and release of the claims of the Settlement Class defined as account holders whose credit or debit card was used in a transaction at a Trader Joe’s store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.
- 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 (“Settlement 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 of \_\_\_\_\_ plus reasonable expenses, and will also petition for Incentive Payment of \$\_\_\_\_\_ to Plaintiff. Settlement Class Members who timely submit a valid Settlement Claim Form will receive—subject to the Settlement Administrator verifying their claims—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 Settlement Claim Forms. The Settlement Agreement provides more information on that calculation.

- 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.

#### SUBMIT A CLAIM FORM

If you submit a valid Settlement Claim Form by [\_\_\_\_], you will receive a payment and will give up your rights to sue Trader Joe's and/or any other released parties ("Trader Joe's 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 [ADMIN PO BOX] or through the settlement website by clicking [www.TJ-FACTASettlement.com](http://www.TJ-FACTASettlement.com) or by calling [Insert]. The Claims Administrator may seek additional information from persons who submit 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 Trader Joe's or any other Trader Joe's Releasee on your own in the future. The deadline for excluding yourself is [60 days after Notice Deadline].

#### 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 [\_\_\_\_]. To obtain a benefit from this settlement, you must still complete and submit a Settlement 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 Trader Joe's or any other Trader Joe's Releasee.

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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 Trader Joe's or any other Trader Joe's Releasee.

GO TO THE FAIRNESS  
HEARING

You may ask to speak in Court about the fairness of the settlement, if you object to the settlement. To speak at the Fairness Hearing, you must comply with the requirements set forth in Question 21 below no later than [\_\_\_\_\_].

## 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 *Keim v. Trader Joe's Company*, Case No. 19STCV36790 (Los Angeles County Sup. Ct.). 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 the Claims Administrator has obtained indicate you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if you are an account holder whose credit or debit card was used in a transaction at a Trader Joe's store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.

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

In a class action, one or more people called Class Representatives (here, Plaintiff Brian Keim) 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, Plaintiff alleges Trader Joe's willfully violated FACTA by printing point-of-sale receipts for credit card and debit card transactions at its stores that displayed the first six and last four digits (but not the middle digits, the expiration dates, customer names, customer addresses, or other personally identifiable information) of the card number in violation of FACTA. Trader Joe's denies these allegations and denies any wrongdoing. As noted above, the Court has conditionally certified a class action for settlement purposes only.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Trader Joe's. Instead, both sides agreed to this settlement. That way, Plaintiff and Trader Joe's insurer avoid the risk and cost of continued litigation, and the Settlement Class Members will receive compensation. Plaintiff and Class Counsel think the settlement is fair and reasonable 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 account holders whose credit or debit card was used in a transaction at a Trader Joe's store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.

“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 not all Trader Joe's stores printed receipts displaying the first six and last four digits of the card number, and in those stores that did, only a small minority of transactions involved such receipts. Therefore, just because you were provided a receipt for a credit or debit card transaction at a Trader Joe's store during the class period, 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.TJ-FACTASettlement.com](http://www.TJ-FACTASettlement.com), you may write to the Claims Administrator at Keim v. Trader Joe's Company, c/o [ADMINISTRATOR AT P.O. BOX], or you may call the Toll-Free Settlement Hotline, [INSERT NUMBER], 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 Keogh Law, Ltd., Scott D. Owens, P.A., and Hekmat Law Group, P.C. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged for fees or costs 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 \$7,400,000.00 Settlement Fund, which is \$2,466,666.67, to them for attorneys' fees plus reasonable expenses. The three firms representing the class have agreed to split the attorneys' fee award equally, with each firm receiving one third. Class Counsel also will ask the Court to approve payment of up to \$10,000 to Plaintiff Brian Keim for his service as Class Representative. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Settlement Fund.** Trader Joe's (through its insurer) will pay \$7,400,000 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; (3) Class Counsel's

reasonable expenses; (4) an Incentive Payment to Plaintiff, 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 Settlement Claim Form and receive a payment. To submit a Settlement Claim Form, follow the procedures described under Question 11 below.

**No Portion of the Settlement Fund Will Return to Trader Joe's.** 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 Plaintiff, will be divided and paid pro rata to the Settlement Class Members who submitted valid and timely Settlement Claim Forms. If feasible, 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 Identity Theft Resource Center earmarked for education and efforts to minimize the risk of and to mitigate the impact of identity compromise. No portion of the Settlement Fund will return to Trader Joe's.

**Release.** In exchange for the right to claim a payment, all Settlement Class Members release the following claims against all Trader Joe's Releasees: "any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys' fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, including, but not limited to, claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108-159, and 15 U.S.C. § 1681c(g), or under any consumer protection statutes, that were alleged or reasonably could have been alleged based on the facts and allegations in the operative complaint, including, but not limited to, those reasonably related to credit or debit cards used in transactions at Trader Joe's stores for which customers' receipts were formatted to display the first six and last four digits of the card numbers, from July 17, 2017 to the date of the Court's order granting preliminary approval." Trader Joe's Releasees means "Trader Joe's, each of its affiliates, parents, subsidiaries, predecessors, successors, co-venturers, divisions, joint venturers, joint ventures and assigns, as well as each of those entities' past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, and assigns."

The Trader Joe's Releasees shall be released and forever discharged from all Released Claims by the Settlement Class and each Settlement Class Member. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any Trader Joe's Releasee based, in whole or in part, on any of the Released Claims.

## 9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Settlement Claim Forms the Settlement Class Members submit. Each Settlement Class Member who submits a valid Settlement Claim Form will be entitled to receive compensation that will be distributed on a pro rata basis after deductions for the following court-approved awards – the incentive payment to Plaintiff Brian Keim for his services as class representative (not to exceed \$10,000), Class Counsel’s attorneys’ fees (not to exceed \$2,466,666.67), Class Counsel’s reasonable expenses (not to exceed \$65,000), and the cost of notice and administration of the Settlement (not exceed \$977,000). **The final payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members, but Plaintiff estimates \$102.45.**

## 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 Trader Joe’s or any other Trader Joe’s 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 Trader Joe’s and any other Trader Joe’s 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 Trader Joe’s store during the Settlement Class period.

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 Settlement Claim Form by the deadline stated below. If you have a Class ID number, Settlement Claim Forms may be submitted by mail to [ADMIN PO BOX] or through the settlement website by clicking [www.TJ-FACTASettlement.com](http://www.TJ-FACTASettlement.com) or by calling [Insert]. The deadline for Trader Joe’s to fund the Settlement is 10 business days after final approval is granted. Your settlement check can be cashed for up to 180 days after the issuance date stated on the check.

## WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

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

The Court has scheduled a hearing on [DATE] 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. Update information will be posted on the Settlement Website at [www.TJ-FACTASettlement.com](http://www.TJ-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 Trader Joe's or any Trader Joe's 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 \_\_\_\_\_, 2026 (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 and address 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 *Keim v. Trader Joe's*." 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 [\_\_\_\_\_] to the Claims Administrator at Keim v. Trader Joe's Company, c/o [INSERT ADMIN PO BOX].**

### 14. If I do not exclude myself, can I sue Trader Joe's 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 Trader Joe's or any Trader Joe's 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 Settlement 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 Deadline (by \_\_\_\_\_ 2026), and include: (a) the case name and number; (b) the name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel; (c) a statement of each objection, as well as the specific ground(s) for each objection; (d) a statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel; (e) any documentation supporting each objection; and (f) the claim ID number from the notice the Settlement Class Member received by regular mail or e-mail (or, if you do not receive a claim ID by regular mail or e-mail, the first six and last four digits of the credit or debit card used to make the purchase that generated the receipt giving rise to your claim, and the date of 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 Fairness 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 [60 days after Notice Deadline].**

For Plaintiff:

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

For Trader Joe's Company:

Dawn Sestito  
Noah Ickowitz  
O'Melveny & Myers LLP  
400 South Hope Street, 19<sup>th</sup> Floor  
Los Angeles, California 90071-2899

**Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a Settlement Claim Form. If you object but fail to submit a Settlement 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 Trader Joe's or any other Trader Joe's Releasee. For information relating to what rights you are giving up, see Question 10.

### **THE FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing at [TIME] on [ ] at \_\_\_\_\_ . 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 Fairness 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 speak at the Fairness Hearing to raise any objection that you have to the Settlement, even if you have not filed a written objection.

### **GETTING MORE INFORMATION**

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

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.TJ-FACTASettlement.com](http://www.TJ-FACTASettlement.com), or you can write to the address below or call the Toll-Free Settlement Hotline, [INSERT NUMBER]. That Settlement Agreement contains definitions for most of the capitalized terms in this Notice. You can also call Class Counsel with any questions at 866.726.1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, TRADER JOE'S, OR COUNSEL FOR TRADER JOE'S 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.**

# EXHIBIT 4

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

BRIAN KEIM, individually and on behalf of  
other similarly situated individuals,

Plaintiff,

v.

TRADER JOE'S COMPANY, a California  
corporation,

Defendant.

CASE NO: 19STCV36790

CLASS ACTION

**[PROPOSED] FINAL ORDER  
APPROVING SETTLEMENT,  
APPROVING PROPOSED  
ALLOCATION OF SETTLEMENT  
FUNDS, APPROVING CLASS  
COUNSEL'S APPLICATION FOR  
ATTORNEYS' FEES, EXPENSES, AND  
INCENTIVE PAYMENT FOR CLASS  
REPRESENTATIVE, AND FINAL  
JUDGMENT**

Hearing Date: \_\_\_\_\_, 2026

Time: 10:00 a.m. PST

Dept.: 9

**THIS CAUSE** came before the Court on the Motion of Plaintiff, Brian Keim, for Final Approval of Class Action Settlement (“Motion”), the proposed allocation and distribution of funds among the Settlement Class; and Class Counsel’s application for attorneys’ fees, expenses, and an incentive payment for the Class Representative. Being fully advised,

**THE COURT FINDS, ORDERS, AND ENTERS JUDGMENT** as follows:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and the Motion.

2. This Order of Final Approval and Judgment incorporates herein and makes a part hereof, the Settlement Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as defined in the Settlement Agreement shall have the same meanings for purposes of this Order of Final Approval and Judgment.

2. The Court has personal jurisdiction over the Class Representative, Settlement Class Members, and Trader Joe’s Company (“Trader Joe’s”) for purposes of this Settlement Agreement only, and has subject matter jurisdiction to approve the Settlement Agreement.

3. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of:

The account holders whose credit or debit card was used in a transaction at a Trader Joe’s store for which the payment processing software caused a customer receipt to be formatted to display the first six and last four digits of the card number used in the transaction between March 5, 2019 and July 19, 2019.

In addition, excluded from the Settlement Class is any individual who properly opted out of the Settlement Class pursuant to the procedure described in the Settlement Agreement and this Court’s Preliminary Approval Order.

4. The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms set forth in the Settlement Agreement, and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on \_\_\_\_\_; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and California Rule of Court 3.769(f).

5. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Class.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Class Counsel and Counsel for Trader Joe's Company resulting in the Settlement Agreement.

7. The Court finds that the designated Class Representative and Class Counsel are adequate representatives.

8. Pursuant to Civil Procedure § 382 and California Rules of Court 3.764–3.771, the Court hereby finally approves in all respects the settlement set forth in the Settlement Agreement and finds that the Settlement Agreement, the Exhibits attached thereto, and the plan of distribution as set forth in the Settlement Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Class.

9. The Parties are hereby directed to implement and consummate the settlement according to the terms and provisions of the Settlement Agreement.

10. Upon the Effective Date of the Settlement Agreement, the Settlement Class and each Settlement Class Member, shall release and forever discharge Trader Joe's and the Trader Joe's Releasees from any and all Released Claims.

a. "Released Claims" means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys' fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, including, but not limited to, any claims arising under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108-159, and 15 U.S.C. § 1681c(g), or under any consumer protection statutes, that were alleged or reasonably could have been alleged based on the facts and allegations in the operative complaint, including, but not limited to, those reasonably related to credit or debit cards used in transactions at Trader Joe's stores for which customers' receipts were formatted to display the first six and last four digits of the card numbers, from July 17, 2017 to the date of the Court's order granting preliminary approval of the Settlement.

b. "Trader Joe's Releasees" means Trader Joe's, each of its affiliates, parents, subsidiaries, predecessors, successors, co-venturers, divisions, joint venturers, joint ventures and assigns, as well as each of those entities' past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, and assigns.

c.

11. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Order of Final Approval, nor any of its terms and provisions, shall be offered by any person or received against Trader Joe's or any Trader Joe's Releasee as evidence of—or construed as or deemed to be evidence of—any presumption, concession, or admission by Trader Joe's or any Trader Joe's Releasee of the truth of the facts alleged, the validity of any claim that has been or could have been asserted in the Litigation or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, wrongdoing, or violation of any statute or law by Trader Joe's or any Trader Joe's Releasee. The Court makes no finding or determination as to the liability or wrongdoing of Trader Joe's. The Court recognizes that Trader Joe's vigorously denies any and all liability or wrongdoing. None of the receipts included the middle digits, expiration dates, customer names, customer addresses, or other personally identifiable information. It has been more than five years since Plaintiff sued Trader Joe's, and Trader Joe's represents no person has reported to Trader Joe's identity theft based on the conduct alleged in this case. However, identity theft is not required to prove a FACTA claim, and therefore the Settlement Class Members did not need to have suffered identity theft to submit a claim for payment from this Settlement.

12. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

(a) This Settlement confers substantial benefits on the Settlement Class

Members;

(b) The value conferred on the Settlement Class is immediately and readily quantifiable upon this Order of Final Approval and Judgment becoming Final (as defined in the Settlement Agreement), and Settlement Class Members who have submitted valid Settlement Claim Forms will receive payments that represent a significant portion of the damages that might have been available to them were they to prevail in an individual action under the Fair and Accurate Credit Transactions Act (“FACTA”);

(c) Class Counsel vigorously and effectively pursued the Settlement Class Members’ claims before this Court in this complex case;

(d) This Settlement was obtained as a direct result of Class Counsel’s advocacy;

(e) This Settlement was reached following extensive arms-length negotiation between Class Counsel and Counsel for Trader Joe’s, was facilitated by a professional mediator, and was negotiated in good-faith and in the absence of collusion;

(f) During the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$\_\_\_\_\_, which included mediation and other expenses and which the Court finds to be reasonable and necessary to the representation of the Settlement Class;

(g) Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to file a motion for an award of attorneys’ fees up to one-third of the Settlement Fund, and specifically identified the amount sought (\$2,466,666.67) to be paid from the Settlement Fund;

(h) \_\_\_\_\_ member(s) of the Settlement Class has (have) submitted written objection(s) to the award of attorneys’ fees and expenses;

(i) Attorneys who recover a common benefit for persons other than themselves or their clients are entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Laffitte v. Robert Half Int'l, Inc.*, (2016) 1 Cal. 5th 480, 488-89 ("California has long recognized ... the propriety of awarding an attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others."); and

(j) The requested percentage fee award is consistent with other fee awards for FACTA litigation, including in California. *See Muransky, et al. v. The Cheesecake Factory, Inc.*, et al., 19 STCV 43875 (L.A. Cnty. Aug. 24, 2022) (FACTA case granting attorney fee award of one-third of the settlement fund); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021 Order) at ¶12(g) and ¶14 (FACTA case granting fee award of 40% of settlement fund); *Donahue v. Everi Holdings, Inc.*, 2018 CH 15419 (Ill. Cir. Ct. Dec. 3, 2020 Order) at ¶19 and ¶26 (FACTA case granting fee award of 40% of settlement fund); *Mocek v. AllSaints USA, Ltd.*, 2016 CH 10056 (Ill. Cir. Ct. May 13, 2019 Order) at ¶10 and ¶17 (FACTA case awarding 35% of fund); *Muransky v. Godiva, Inc.*, 2020 CH 7156 (Ill. Cir. Ct. May 13, 2021 Order) (FACTA case granting fee award equal to one-third of the fund); *Flaum v. Doctor's Assoc.*, 16-cv-61198, ECF 175, p.8 (S.D. Fla. March 11, 2019) (granting attorneys' fee award of one-third of a \$30.9 million FACTA settlement); *Legg v. Spirit Airlines*, No. 0:14-cv-61978-JIC, ECF. 151, ¶15 (S.D. Fla. Aug. 2, 2016) (FACTA case awarding one-third of gross recovery for fees); *Legg v. Laboratory Corp. of America*, No. 0:14-cv-61543-RLR, ECF 227, p.7 (S.D. Fla. Feb. 18, 2016) (same); *Muransky v. Godiva Chocolatier, Inc.*, No. 0:15-cv-60716-WPD (S.D. Fla., filed Apr. 6, 2015) (same).

13. Accordingly, Class Counsel are hereby awarded \$\_\_\_\_\_ from the

Settlement Fund as their fee award, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Settlement Agreement. Further, Class Counsel are hereby awarded \$\_\_\_\_\_ for their expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Settlement Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees and expenses among Class Counsel.

14. The Class Representative, Brian Keim, is hereby compensated in the amount of \$\_\_\_\_\_ for his efforts and service to the Settlement Class in this case.

15. The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the Settlement Agreement. The Claims Administrator is hereby ordered to comply with the terms of the Settlement Agreement with respect to distribution of Settlement Awards and disposition of any Remaining Funds thereafter. Pursuant to California Code of Civil Procedure § 384 as amended, the Court tentatively approves Identity Theft Resource Center as a cy pres recipient on behalf of the Class as that organization will promote the law consistent with the objectives and purposes of the underlying cause of action.

16. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representative, Settlement Class Members, and Trader Joe's are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the Exhibits

thereto, but only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, Plaintiff is deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that he is not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” Consistent with Paragraph 16 of this Order and Final Judgment, the Court will retain jurisdiction to enforce the Settlement Agreement and this Final Approval Order and Judgment.

18. Upon the date that this Final Approval Order and Judgment is final, and by operation of this Final Approval Order and Judgment, the “Released Claims” (as defined in the Settlement Agreement) of the Settlement Class Members (as defined in the Settlement Agreement) against the Trader Joe’s Releasees (as defined in the Settlement Agreement) are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the Settlement Agreement.

19. The terms and provisions of the Settlement Agreement and this Order of Final Approval and Judgment are binding on Plaintiff, Settlement Class Members, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. Those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits,

or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Claims.

20. This Order of Final Approval and Judgment, and the Settlement Agreement (including the exhibits thereto) may be filed in any action against or by any Trader Joe's Releasee (as that term is defined herein and the Settlement Agreement) to support any Trader Joe's Releasee's argument or defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

21. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

22. This Order of Final Approval and Judgment shall be effective upon entry. Notwithstanding anything in this Order of Final Approval and Judgment, nothing in this Order of Final Approval and Judgment alters the terms of the Settlement Agreement—including but not limited to the Settlement Agreement's definitions of "Final" and "Final Approval" or conditions regarding payment timing and obligations. In the event that this Order of Final Approval and Judgment are reversed or vacated pursuant to an appeal in this Litigation, or the Settlement Agreement is terminated pursuant to its terms, all orders entered and releases delivered in connection herewith shall be null and void.

**DONE and ORDERED** in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hon. Elaine Lu

cc: counsel of record

# EXHIBIT 5

