

SUFFOLK, ss
COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.:

Rebecca Rocha, Individually)	
and on behalf of a class of others similarly)	
situated individuals)	
Plaintiff,)	
)	kg
v.)	
)	
Tavistock Restaurants Upscale)	
Group Holdings, LLC)	
)	
Defendant.)	
)	

CLASS ACTION COMPLAINT

Plaintiff REBECCA ROCHA (hereinafter "Plaintiff") on behalf of themselves and other similarly situated individuals, sues Defendant TAVISTOCK RESTAURANTS UPSCALE GROUP HOLDINGS, LLC (hereinafter "TAVISTOCK"), and alleges as follows based on personal knowledge as to herself and on information and belief as to all other matters, and demands a trial by jury:

I. INTRODUCTION

1. This class action arises from Defendant's repeated violation of the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, as amended (the "FCRA"), a federal statute which requires merchants to truncate and mask certain credit and debit card information on printed receipts provided to consumers.

2. Despite the clear requirements of the statute, Defendant has knowingly and/or recklessly failed to comply with FACTA by printing the first six digits and the last four digits of its customers' credit and debit cards on the receipts provided to them in the course of Defendant's business.

3. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff has

experienced injury, including without limitation, violation of statutory rights under 15 U.S.C. § 1681c(g); violation of legally protected interests; invasion of privacy; and exposure to an elevated risk of identity theft.

4. Defendant's continual, reckless disregard of the requirements of FACTA on a massive scale has occurred despite the fact they had years to comply with those requirements.

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 212, § 4. This Court has personal jurisdiction over Defendant pursuant to G.L. c. 223A, §§ 2 and 3.

6. Venue is proper in Suffolk County pursuant to G.L. c. 223 § 8(4).

7. This Court may exercise jurisdiction over a nationwide class because the violations of federal law at issue were committed by a company licensed to do business in, operating in, and conducting and directing its business activities which resulted in the violations at issue from Massachusetts, and Plaintiff will adequately represent the class members' interests and such members will be given adequate notice, the opportunity to be heard, and the opportunity to opt out, should a class be certified in this matter. Further, the law implicated by this lawsuit can be applied to a nationwide class.

8. Plaintiff has standing to bring this action against Defendant because she alleges a violation of her legal rights under a statute entitling her to damages for its violation. *See Kenn v. Eascare, LLC*, 226 N.E.3d 318, 327 (Mass. App. Ct. 2024) (reversing dismissal of case under the FCRA for lack of standing and concluding "the plaintiff is not required to allege that the violation of her legal rights under FCRA caused her 'some kind of separate, identifiable harm arising from the violation itself.'").

III. PARTIES

9. Plaintiff REBECCA ROCHA is a natural person over the age of eighteen (18) who resides in Plymouth County, Commonwealth of Massachusetts.

10. Defendant Tavistock Restaurants Upscale Group Holdings, LLC is a Florida Limited Liability Company registered with the Secretary of the Commonwealth of Massachusetts to conduct business in Massachusetts with a principal place of business at 6900 Tavistock Lakes Boulevard, Suite 230, Orlando, Florida, 32827. Its registered agent for service of process is National Registered Agents, Inc., of 155 Federal Street, Suite 700, Boston, Suffolk County, Massachusetts 02110.

11. Defendant Tavistock Restaurants Upscale Group Holdings, LLC owns and operates a series of upscale Massachusetts restaurants including Abe & Louie's, Atlantic Fish, Coach Grill, and Joe's American Bar & Grill. TAVISTOCK operates a chain of restaurants with locations in multiple states, including Massachusetts, Florida, Georgia and Nevada.¹

12. Defendant exercises control over all of the aforementioned locations, including but not limited to, the type of point-of-sale ("POS") terminals utilized to print receipts at their restaurants in Massachusetts, and at all other locations throughout the United States.

13. At all relevant times, Defendant acted through its officers, directors, employees, agents, and representatives, each of whom was acting within the course and scope of his, her, or their authority, employment, agency, or other relationship with Defendant. The acts and omissions alleged herein were authorized, directed, ratified, approved, or otherwise attributable to Defendant.

¹ Source: <https://tavistockrestaurantcollection.com/portfolio> (Last viewed: April 30, 2026).

IV. FACTUAL ALLEGATIONS

A. Background of FACTA.

14. Congress enacted the Fair and Accurate Credit Transactions Act (“FACTA”), Pub. L. No. 108-159, to combat identity theft and protect consumers by limiting the disclosure of sensitive financial information on receipts generated during credit and debit card transactions.

15. One of FACTA’s consumer-protection provisions, codified at 15 U.S.C. § 1681c(g), provides:

Except as otherwise provided in this subsection, no person that accepts credit cards or debit cards for the transaction of business shall print more than the last five (5) digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

16. There is no requirement under FACTA that a consumer’s identity actually be stolen before a violation occurs. Rather, Congress enacted the statute to reduce the risk of identity theft before such harm takes place.

17. As recognized by the United States Court of Appeals for the District of Columbia Circuit, FACTA’s truncation requirement is a “‘procedure designed to decrease the risk’ that a consumer would have his identity stolen.” See *Jeffries v. Volume Servs. Am.*, 928 F.3d 1059, 1064 (D.C. Cir. 2019).

18. FACTA afforded merchants a three-year compliance period following enactment and required full compliance no later than December 4, 2006.

19. Long before FACTA’s compliance deadline, major payment card networks, including Visa, MasterCard, and American Express, implemented and publicized receipt truncation requirements designed to prevent the disclosure of cardholder information.

20. Those truncation requirements were incorporated into merchant operating rules, payment-

processing requirements, and contractual obligations applicable to merchants accepting payment cards.

21. Payment card networks and processors have continued to notify merchants regarding receipt truncation requirements and FACTA compliance through merchant operating guides, compliance bulletins, and industry advisories.

22. As a merchant that accepts Visa, MasterCard, American Express, and other payment cards, Defendant was repeatedly placed on notice of receipt truncation requirements through its contractual relationships with payment card networks, processors, and point-of-sale vendors.

23. Accordingly, long before the events giving rise to this action, Defendant knew or reasonably should have known that federal law and industry requirements prohibited the printing of more than the last five (5) digits of a consumer's credit or debit card number on a transaction receipt.

B. Plaintiff's Standing.

24. Plaintiff has the legal right under FACTA to receive transaction receipts that display no more than the last five (5) digits of her credit or debit card numbers. 15 U.S.C. § 1681c(g)(1).

25. The first six digits of a credit card number constitute the Bank Identification Number ("BIN"), which identifies the issuing financial institution, card network, and card type. When combined with the last four digits, the disclosure of the BIN materially increases the risk that the cardholder's information can be used for fraudulent or unauthorized transactions.

26. Defendant's unlawful disclosure of ten digits of Plaintiff's credit card numbers created a materially increased and non-speculative risk of identity theft and financial fraud, including misuse by individuals who handled or could view the receipts during and after the transactions.

27. Plaintiff did not immediately secure the receipts at the moment of printing and, as is typical in a restaurant setting, the receipts were placed on a table or otherwise left visible for a period of

time, thereby increasing the risk that third parties could view or access the improperly disclosed credit card information.

28. As a direct result of Defendant's conduct, Plaintiff was required to take affirmative steps to mitigate the risk of misuse of their financial information, including safeguarding, retaining, and securely disposing of the receipts.

29. Plaintiff also expended time and effort monitoring their financial accounts and enrolled in credit monitoring service to protect against potential misuse of her credit card information.

30. These mitigation efforts were reasonable and necessary responses to Defendant's unlawful disclosure of sensitive financial information and constitute concrete injuries.

31. Defendant's conduct further resulted in the unauthorized disclosure of Plaintiff's private financial information to third parties, including Defendant's employees and any other individuals who viewed the receipts, which is closely analogous to common-law privacy harms.

32. In addition, Defendant's violation of FACTA infringed upon Plaintiff's substantive statutory rights, which Congress enacted to protect consumers against precisely the type of risk and exposure caused by Defendant's conduct.

33. Plaintiff's injury arose when Defendant printed and disclosed more credit card information than FACTA permits on a receipt provided at the point of sale. The violation of Plaintiff's statutory and privacy rights was complete upon the issuance of the non-compliant receipt and does not depend upon whether Plaintiff later became the victim of identity theft, fraud, or other downstream misuse of the disclosed information.

34. Plaintiff would not have used her credit card to transact with Defendant had she known that Defendant would print more than the permissible number of digits on her receipts in violation of federal law.

35. Accordingly, Plaintiff has suffered concrete, particularized, and actual injuries sufficient to

confer standing under applicable law, including under *Kenn v. Eascare, LLC*.

C. Defendant's Prior Knowledge of FACTA.

36. Defendant had actual knowledge of FACTA's truncation requirements and the prohibition against printing more than the last five digits of a consumer's credit or debit card number on receipts.

37. Defendant is a sophisticated, multi-state restaurant operator that processes a substantial volume of credit and debit card transactions on a daily basis and relies on standardized, centralized point-of-sale ("POS") systems across its locations.

38. Upon information and belief, Defendant's POS systems are uniformly configured and controlled at the corporate level, including the formatting and content of customer receipts generated at all of its restaurant locations nationwide.

39. Upon information and belief, Defendant implemented, approved, and maintained the receipt format used at its locations, including the decision or failure to ensure that such receipts complied with FACTA's truncation requirements.

40. FACTA's requirements have been in effect for nearly two decades and are widely known within the retail and restaurant industries, including among entities that process payment card transactions.

41. In addition, payment card networks, processors, and vendors have long required merchants, including Defendant, to comply with truncation requirements that mirror or exceed those imposed by FACTA.

42. Defendant was repeatedly placed on notice of these requirements through its relationships with payment processors, card networks, and POS system providers. In addition to being informed by major credit card companies not to print more than the last five (5) digits of credit and debit card account numbers, Defendant was contractually prohibited from doing so. Defendant accepts credit

and debit cards from all major issuers. As discussed, *supra*, these companies set forth requirements that merchants, including Defendant, must follow, including FACTA's redaction and truncation requirements.

43. Despite this knowledge, Defendant failed to implement appropriate safeguards, testing, or monitoring procedures to ensure that its POS systems complied with FACTA.

44. Upon information and belief, Defendant failed to conduct even basic compliance testing—such as performing a routine transaction and reviewing the printed receipt—which would have immediately revealed the violation.

45. The failure to conduct such minimal and routine compliance checks constitutes an objectively unreasonable disregard of clearly established statutory requirements.

46. Upon information and belief, Defendant's non-compliant receipt format was used consistently across multiple transactions and locations over a period of time, demonstrating that the violation was not isolated or accidental but instead systemic.

47. Defendant had the ability to correct the violation easily by reprogramming or updating its POS systems but failed to do so.

48. Defendant's conduct, at a minimum, constitutes reckless disregard of its obligations under FACTA and, therefore, is willful within the meaning of *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).

49. The Commonwealth of Massachusetts, through its Office of Consumer Affairs and Business Regulation has previously informed consumers of the existence and requirements of FACTA, and encouraged consumers to check their receipts for violations. It further advised consumers of the availability of statutory damages for redress of violations of FACTA, and informed them they may want to consult with an attorney about filing a lawsuit to seek compensation for a merchant's violations.

50. Given the size of Defendant's business; their years of experience; the various local, state and federal regulations governing their business, and the ease it would take to monitor, at minimum, Defendant was acting with reckless disregard of the FACTA requirements and purpose when they continued printed transaction receipts that disclosed ten digits of credit and debit cards.

51. As a result of Defendant's willful conduct, Plaintiff and the Class are entitled to statutory and punitive damages under 15 U.S.C. § 1681n.

V. PLAINTIFF'S FACTUAL ALLEGATIONS

52. On or about February 13, 2026, Plaintiff REBECCA ROCHA used her credit card to make a purchase at Defendant's restaurant Abe & Louie's located at 793 Boylston Street, Boston, Suffolk County Massachusetts 02116.

53. After making her payment, Plaintiff was subsequently presented with an electronically printed customer receipt, a true and accurate copy of which is attached hereto as Exhibit A, which displayed the first six digits and last four digits of her credit card number in violation of 15 U.S.C. § 1681c(g). The receipt attached as Exhibit A is the customer copy provided to Plaintiff at the point of sale.

54. The subject transaction receipt also contained numerous other data points, including the brand of card used in the transaction, and the type of card used (*i.e.*, credit or debit).

55. At all times relevant hereto, Plaintiff expected and/or relied on Defendant to comply with the law in relation to the protection of their personal financial information.

56. Plaintiff would not have used her credit card to make purchases at Defendant's restaurant had she been aware that the ten digits of her credit card would be disclosed by Defendant on the subject transaction receipt in violation of federal law.

57. The disclosure of more than the permissible amount of personal financial information on the subject receipt caused Plaintiff to take steps to safeguard the receipt.

58. The printing of impermissible information related to her credit card invaded Plaintiff's

privacy by disclosing her personal financial information on the receipt, and by disclosing such information to the employee who provided the receipt, other employees who were present, and to anyone else who viewed the receipt.

59. Further, the printing of ten digits of Plaintiff's credit card invaded Plaintiff's privacy and disclosed personal financial information beyond that permitted by federal law.

VI. DEFENDANT'S CONDUCT

60. Defendant exercises control over each and every one of their restaurants, including but not limited to the type of point-of-sale terminals in use at said locations.

61. At all times relevant herein, Defendant was acting by and through their subsidiaries, affiliates, agents, servants and/or employees, including without limitation those at Defendant's restaurants located in Massachusetts, each of whom were acting within the course and scope of their agency or employment, and under the direct supervision and control of Defendant.

62. At all times relevant herein, Defendant's violation of FACTA, as well as that of its subsidiaries, affiliates, agents, servants and/or employees, was known or reckless.

63. The receipt printing equipment and receipt formats utilized by Defendant at all of their restaurants in Massachusetts and the United States are the same or similar in functionality and appearance.

64. Plaintiff is informed and believes, and thereupon alleges, that Defendant implements, oversees, and maintains control over the credit and debit card processing policies, practices, and procedures for customer credit and debit card transactions at all of their locations nationwide by, without limitation, negotiating, entering into, and acting pursuant to various contracts and agreements with the electronic payment processing companies whose technology Defendant uses to process all such transactions at their restaurants nationwide.

65. Plaintiff is informed and believes, and thereupon alleges, that Defendant and/or their point-

of-sale systems maintain records of all payment transactions and customers' information, including duplicate hard copies and electronic copies of all payment receipts provided to customers, and maintains or has access to records of all electronically printed receipts provided to their customers during the time frame relevant to this action.

66. Plaintiff is informed and believes and thereupon alleges that Defendant's point-of-sale system caused customer receipts to be printed containing ten digits of credit and debit cards.

67. Plaintiff is informed and believes and thereupon alleges that Defendant failed to test or monitor the point-of-sale system or otherwise stop it from printing more than the last five digits of credit and debit cards. Therefore, Plaintiff maintains that this behavior, at minimum, meets the definition of recklessness.

68. Notwithstanding their knowledge of the requirements of FACTA and the dangers imposed upon consumers through their failure to comply, Defendant has issued, during the time frame relevant to this Complaint, possibly thousands of point-of-sale receipts containing more than the last five digits of consumers' credit and debit cards.

69. By shirking their FACTA obligations on such a large scale, Defendant systematically violated Plaintiff and the other putative class members' privacy, breached their confidence, mishandled their personal account information, and exposed them to a heightened risk of identity theft. Defendant's conduct alleged herein resulted in the disclosure of Plaintiff's and the Class members' private financial information to persons who might find the receipts in the trash or elsewhere, as well as Defendant's employees who handled the receipts.

70. Simply put, by printing numerous transaction receipts in violation of this long-standing and well-known federal statute, Defendant has caused "an unjustifiably high risk of harm that [wa]s either known or so obvious that it should [have been] known" to Defendant. *Redman v. RadioShack Corp.*, 768 F.3d 622, 627 (7th Cir. 2014) (quoting *Farmer v. Brennan*, 511 U.S. 825, 836, 114 S.Ct.

1970, 128 L.Ed.2d 811 (1994)).

71. In view of the substantial harm and other risks to Plaintiff and the Class caused by Defendant's knowing or reckless conduct, and the likelihood that such harms and risks will continue absent judicial relief, the Court should hold Defendant liable for willfully printing receipts at their point-of-sale terminals in violation of FACTA. *See Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 69 (2007) (hold that a defendant is liable for willfully violating Fair Credit Reporting Act where a violation is committed with "reckless disregard" for the law).

VII. CLASS ACTION ALLEGATIONS

72. Plaintiff brings this action pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure on behalf of herself and the following class:

Nationwide Class:

All persons in the United States who, within two (2) years prior to the filing of this action and continuing through the date of judgment, engaged in one or more transactions using a credit or debit card at a restaurant owned or operated by Defendant and received an electronically printed receipt that displayed more than the last five digits of the card number.

73. In the alternative, Plaintiff brings this action on behalf of the following subclasses:

Massachusetts Subclass:

All persons in Massachusetts who, within two (2) years prior to the filing of this action and continuing through the date of judgment, engaged in one or more transactions using a credit or debit card at a restaurant owned or operated by Defendant and received a non-compliant receipt.

74. Excluded from the Class are Defendant, its officers and directors, any entity in which Defendant has a controlling interest, the Judge assigned to this case, members of the Judge's immediate family, and any person who timely requests exclusion.

75. The members of the Class are so numerous that joinder is impracticable. Upon information

and belief, Defendant has issued thousands of non-compliant receipts to consumers nationwide.

76. The Class is ascertainable because its members can be identified through Defendant's transaction records, POS system data, and records maintained by payment processors and card issuers. Common questions of law and fact predominate over any individual issues, including:

- Whether Defendant printed receipts displaying more than the last five digits of card numbers;
- Whether Defendant's conduct was willful or reckless;
- Whether Defendant's conduct violated 15 U.S.C. § 1681c(g); and
- The appropriate measure of statutory damages.

77. Defendant's liability arises from uniform, centralized conduct, including the configuration and use of standardized POS systems and receipt formats across its locations.

78. Plaintiff's claims are typical of the claims of the Class because they arise from the same course of conduct and are based on the same legal theories.

79. Plaintiff will fairly and adequately represent the Class and have retained counsel experienced in litigation.

80. A class action is superior to individual actions because the damages available to each Class member are relatively small, and the cost of individual litigation would be prohibitive.

81. The application of FACTA to the Nationwide Class is appropriate because it is a federal statute that applies uniformly to Defendant's conduct across all states, and Defendant's violations arise from common, centralized practices.

82. If appointed class representative, Plaintiff is aware of and committed to faithfully upholding her duties to absent class members. Plaintiff and her counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the Class is fairly represented. Plaintiff and their counsel will therefore fairly and adequately assert and

protect the interests of the Class.

83. A class action is superior to all other available methods for this controversy because: (i) the prosecution of separate actions by the members of the Class would create a risk of adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; (ii) the prosecution of separate actions by the members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, which would establish incompatible standards of conduct for Defendant; (iii) Defendant acted or refused to act on grounds generally applicable to the Class; (iv) questions of law and fact common to members of the Class predominate over any questions affecting only individual members, and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

84. Plaintiff does not anticipate any difficulty in the management of this litigation.

85. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact common to the Class predominate over questions that may affect individual Class Members, including the following:

- a) Whether, within the two (2) years prior to the filing of this Complaint, Defendant and/or its agents processed transactions involving a credit or debit card, and in connection with the same, printed a receipt which displayed more than the last five digits of the credit or debit card;
- b) Whether Defendant's conduct was knowing or reckless; and
- c) Whether Defendant is liable for damages, and the extent of statutory damages for each such violation.

VIII. CAUSE OF ACTION

**COUNT I
VIOLATIONS OF 15 U.S.C. § 1681c(g)**

86. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

87. 15 U.S.C. §1681c(g) states as follows:

Except as otherwise provided in this subsection, no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

88. This section applies to any "device that electronically prints receipts" (hereafter "Devices") at point-of-sale or transaction. 15 U.S.C. §1681c(g)(3).

89. Defendant employs the use of said devices for point-of-sale transactions at their restaurants in Massachusetts and throughout the United States.

90. On or before the date on which this complaint was filed, Defendant electronically printed transaction receipts that failed to comply with the Receipt Provision.

91. At all times relevant to this action, Defendant knew, or reasonably should have known, of both the Receipt Provision and the requirement to comply with it.

92. Notwithstanding the three-year period to comply with FACTA and its accompanying provisions, nor the subsequent years since FACTA became effective; and having knowledge of the receipt provision and FACTA as a whole; Defendant knowingly, willfully, intentionally, and/or recklessly violated and likely continue to violate the FCRA and the receipt provision.

93. By printing ten digits of Plaintiff's credit card on a transaction receipt, Defendant also caused Plaintiff to suffer a heightened risk of identity theft, exposed Plaintiff's private information to others who handled the receipts, and forced Plaintiff to take action to prevent further disclosure of the private financial information displayed on the receipt.

94. As a result of Defendant's willful, intentional, or reckless violations of FACTA, Defendant is liable to Plaintiff and members of Class pursuant to 15 U.S.C. § 1681n for statutory damages, punitive damages, attorney's fees and costs.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request that this Court enter judgment in her favor and the Class, and against Defendant as follows:

- a) Certifying a class action pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, appointing the named Plaintiff as class representative, and appointing Plaintiff's counsel as class counsel;
- b) Awarding statutory damages;
- c) Awarding punitive damages;
- d) Awarding attorneys' fees, litigation expenses and costs of suit;
- e) Award pre- and post-judgment interest;
- f) Award costs of notice and administration; and
- g) Awarding such other and further relief as the Court deems proper under the circumstances.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

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June 12, 2026