

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JESSICA CLARK, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

STEIN MART, INC.; and DOES 1  
through 10, inclusive,

Defendants.

Case No. CV07-0197 RC

The Honorable Rosalyn M. Chapman

**CLASS ACTION SETTLEMENT NOTICE**

**READ THIS NOTICE CAREFULLY, FOR YOUR LEGAL RIGHTS MAY BE  
AFFECTED**

You may be entitled to benefits under the terms of this Proposed Class Action Settlement. Please read the rest of this Notice to find out more.

**What is the Case About?**

This class action case alleges that Stein Mart, Inc. willfully violated the Fair and Accurate Credit Transactions Act by providing electronically printed receipts to its credit and debit card using customers on which receipts Stein Mart, Inc. printed the expiration date and/or more than the last five digits of the customer's credit or debit card.

**What is a Class Action?**

In a class action, one or more people called Class Representatives (in this case Jessica Clark), sue on behalf of people who have similar claims. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States Magistrate Judge Rosalyn M. Chapman is in charge of this class action.

**Am I a Class Member?**

You are a Class Member if you were provided with an electronically printed credit card or debit card receipt between December 4, 2006, and January 11, 2007, and that receipt contains the expiration date and/or more than the last five digits of your credit or debit card.

### **Why is There a Settlement?**

The Court did not decide in favor of Plaintiff or Stein Mart, Inc. Instead, both sides agreed to a Settlement to avoid the uncertainty and cost of a trial, and to provide benefits to Class Members.

### **What Can I Get From The Settlement?**

The Settlement requires Stein Mart, Inc. to include a Settlement Coupon as either an advertisement (*i.e.*, text within body of a newspaper) or a circular (*i.e.*, a loose leaf insert accompanying the pages of a newspaper) in each of the newspapers in the markets in which Stein Mart routinely advertises. The Settlement Coupon shall provide a three tier (\$10/\$20/\$30) discount, with the applicable discount calculated as follows: a \$10 discount shall be applied to a merchandise purchase transaction (of one or more items the total purchase price of which is) equal to or greater than \$50 but less than \$100; a \$20 discount shall be applied to a merchandise purchase transaction (of one or more items the total purchase price of which is) equal to or greater than \$100 but less than \$150; and a \$30 discount shall be applied to a merchandise purchase transaction (of one or more items the total purchase price of which is) equal to or greater than \$150. The Settlement Coupon may be used at any Stein Mart store for the purchase of any merchandise except shoes. A Settlement Coupon may not be used for any internet/website transaction, telephone order or gift certificate purchase. Although a purchase transaction may involve one or more items, no more than one Settlement Coupon may be applied per purchase transaction. The Settlement Coupon may be used by anyone. The Settlement Coupon is also fully transferable to anyone. The Settlement Coupon shall contain an expiration date and shall expire no earlier than 30 days from the date it is included in its respective newspaper.

In the event the issuance of the Settlement Coupon does not result in at least a total of \$2,238,997.60 of actual discounts redeemed, Stein Mart, Inc. shall continue to issue an additional Settlement Coupon(s), by including it in each of the newspapers in the markets in which Stein Mart, Inc. then routinely advertises, until such time as at least \$2,238,997.60 of actual discounts are redeemed.

### **What Do I Need to Do To Receive Settlement Benefits?**

You do not need to do anything in order to remain in the Class and be entitled to receive benefits. As explained above, the Settlement Coupon and any additional Settlement Coupons will be included in each of the newspapers in the markets in which Stein Mart, Inc. routinely advertises. As of February 20, 2008, Stein Mart routinely advertises in the newspapers listed in Exhibit A to the Settlement Agreement, which is available on the Settlement Website at [www.SteinMartSettlement.com](http://www.SteinMartSettlement.com). This list may be updated. A current list of newspapers will be posted on the Settlement Website if and after the Settlement is approved and becomes final.

### **What Am I Giving Up to Get Settlement Benefits or to Stay In the Class?**

You will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders unless you exclude yourself. This means that you cannot sue or be part of any other lawsuit against Stein Mart, Inc. about the claims in this case. Staying in the

Class also means that you agree to the following release of claims which describes the legal claims that you give up:

**Release by the Class.** As of the Settlement Date, and except as to such rights or claims as may be created by this Settlement, each member of the Class who does not timely opt-out of the Settlement, fully releases and discharges Stein Mart, Inc., as well as its predecessors, successors, affiliates, officers, shareholders, directors, employees, attorneys, and agents, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, known or unknown, which were or could have been asserted in the Action up to and including the date of preliminary approval of the Settlement by the Court.

**California Civil Code Section 1542.** In connection with the foregoing releases in the paragraph entitled "Release by the Settlement Class," above, as of the Settlement Date, except as to such rights or claims as may be created by this Settlement, Plaintiff and each member of the Class who does not timely opt-out, hereby acknowledge and expressly waive any and all rights conferred by California Civil Code section 1542, which states:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;"**

as well as by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code section 1542. Plaintiff and each member of the Class who does not timely opt-out acknowledge that they may learn facts in addition to or different from facts known or believed to be known on the Settlement Date. Nevertheless, Plaintiff and each member of the Class who does not timely opt-out waive all claims relating to such unknown or different facts.

#### **When Can I Receive My Settlement Benefits?**

The Court will hold a hearing on **September 24, 2008**, to decide whether to approve the Settlement. The parties expect the Settlement Coupon to be made available some time between October 25, 2008, to November 23, 2008. A list of all newspapers in which the Settlement Coupon will be included, and corresponding publication date of each newspaper, will be posted at [www.SteinMartSettlement.com](http://www.SteinMartSettlement.com) on or about October 20, 2008.

#### **How Do I Exclude Myself From the Settlement?**

If you do not want to receive benefits from this Settlement, but you want to keep the right to sue Stein Mart, Inc. on your own about the claims in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must complete and return the [Request For Exclusion From The Settlement](#), which may be obtained through any of the following ways: (1) visiting the website [www.SteinMartSettlement.com](http://www.SteinMartSettlement.com); (2) calling toll free 1-888-716-0407; or (3) writing to CPT Group, Inc., c/o Stein Mart Settlement, 16630 Aston, Irvine, California 92606.

You must mail your [Request for Exclusion](#) postmarked no later than **August 15, 2008**, to:  
Stein Mart Exclusions  
c/o CPT Group, Inc.  
16630 Aston  
Irvine, California 92606.

Be sure to include your name, address, telephone number, and your signature on the [Request for Exclusion From The Settlement](#).

If you request to be excluded from the Settlement, you will not get any Settlement benefits, and you cannot object to the terms of the Settlement. You will not be legally bound by anything that happens in this lawsuit.

**If I Do Not Exclude Myself, Can I Sue Stein Mart, Inc. for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue Stein Mart, Inc. for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is August 15, 2008.

**Do I Have a Lawyer in the Case?**

The Court has appointed Chant Yedalian and Douglas A. Linde of The Linde Law Firm in Los Angeles, California, to represent you and other Class Members, as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How Will the Lawyers Be Paid?**

Class Counsel will ask the Court to approve payment of up to \$150,000 to them for attorneys' fees and costs. The fees pay Class Counsel for investigating the facts, litigating the case, negotiating the Settlement and causing Stein Mart, Inc. to change its practices. Class Counsel will also ask the Court to approve payment of \$2,500 to Jessica Clark for her services as Class Representative. The Court may award less than these amounts. These amounts will be paid by Stein Mart, Inc. and will not in any way affect the Settlement benefits that you are entitled to under the Settlement.

**How Do I Tell the Court That I Do Not Like the Settlement?**

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement of [Clark v. Stein Mart, Inc.](#), United States District Court for the Central District of California, Case No. CV07-0197 RC. Be sure to include your name, address, telephone number, and your signature, and the reasons you object to the Settlement. Mail the objection to these three different places postmarked no later than **August 15, 2008**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of the Court for the Hon. Rosalyn M. Chapman United States District Court for the Central District of California 312 North Spring Street Los Angeles, CA 90012	Douglas A. Linde Chant Yedalian THE LINDE LAW FIRM 9000 Sunset Boulevard Suite 1025 Los Angeles, CA 90069;	Kevin E. Hyde FOLEY & LARDNER LLP One Independent Drive Suite 1300 Jacksonville, Florida 32202

**What Is the Difference Between Objecting and Excluding?**

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

**When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a Fairness Hearing at 9:30 a.m. on September 24, 2008, or at a later date which the Court may designate, at 312 North Spring Street, Los Angeles, California 90012, in Courtroom 23, before Magistrate Judge Rosalyn M. Chapman. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Chapman will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to give final approval to the Settlement.

**Do I Have to Come to the Hearing?**

No. Class Counsel will answer questions Magistrate Judge Chapman may have. But, you or your attorney, if you have one, are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

**What Happens if I Do Nothing At All?**

If you do nothing, you will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders.

**How Do I Get More Information?**

This Notice summarizes the proposed Settlement. If you would like more detailed information, here is how you can get it: (1) you may visit the website [www.SteinMartSettlement.com](http://www.SteinMartSettlement.com); (2) you may call toll free 1-888-716-0407; or (3) you may write to CPT Group, Inc., c/o Stein Mart Settlement, 16630 Aston, Irvine, California 92606.