

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
*A court authorized this Notice. This is not a solicitation from a lawyer.*

**Did you make a purchase at a physical Hibbett, Sports Additions or City Gear retail store located in the United States, using a credit or debit card between December 15, 2020, and February 23, 2022?**

**You could receive part of a \$6 Million Class Action Settlement.**

- Please read this Notice and the Settlement Agreement available at [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com) carefully. Your legal rights may be affected whether you act or do not act. This Notice is a summary. To obtain more specific details concerning the Settlement, please read the Settlement Agreement.
- A Settlement has been reached with Hibbett Retail, Inc. and City Gear, LLC (collectively referred to as “Hibbett”) regarding Fair and Accurate Credit Transaction Act (“FACTA”) claims that were or could have been asserted in the lawsuit styled as *Cliatt, et al. v. Hibbett Retail, Inc., et al.*, Case No. CV-2022-900008 (“Litigation”).
- Those included in the Settlement may be eligible to receive a payment. Hibbett has also agreed to implement appropriate steps, practices, and a written company policy to help ensure that Hibbett Retail, Sports Additions and City Gear stores remain in compliance with the Fair and Accurate Credit Transactions Act in the future.
- Visit [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com) to make a claim. You can also opt out of, comment on, or object to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM FOR PAYMENT</b>	You must submit a valid claim in order to receive compensation under the Settlement.	February 8, 2023
<b>EXCLUDE YOURSELF</b>	You can exclude yourself from the Settlement by submitting a Request for Exclusion, <i>i.e.</i> , by mailing a letter to the Claims Administrator saying you want to opt out. This is the only option that allows you to keep your legal right to sue Hibbett for claims related to this case.  If you exclude yourself, you will <u>not</u> be eligible to receive compensation from the Settlement.	December 26, 2022
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	You can write the Court about why you like or do not like the Settlement or object to Court approval. You can also ask to speak to the Court at the Final Approval Hearing on January 9, 2023, about the fairness of the Settlement, with or without your own attorney.	December 26, 2022
<b>DO NOTHING</b>	If you take no action, you get no payment and you give up your legal right to continue to sue Hibbett for claims related to this case.	No Deadline

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## BASIC INFORMATION

### 1. Why is there a Notice?

A Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation, the general terms of the proposed Settlement, and what they may mean to you. This Notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

The Court in charge of this case is the Circuit Court of Barbour County, Alabama, Eufaula Division. Judge Burt Smithart presides over the case. The case is *Cliatt, et al. v. Hibbett Retail, Inc., et al.*, Case No. CV-2022-900008. The people who sued are called “Plaintiffs.” The entities that were sued, Hibbett Retail, Inc. and City Gear, LLC, are the “Defendants.”

### 2. What is this lawsuit about?

A class action lawsuit alleged that receipts issued by Defendants and Sports Additions for point-of-sale credit and debit card transactions displayed more than the last 5 digits of the card number, in violation of FACTA. The Court has not decided who is right.

### 3. Who is the Defendant in the lawsuit?

The Defendants in this lawsuit are Hibbett Retail, Inc. and City Gear, LLC.

### 4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, two people alleged that Hibbett printed more than the allowable number of digits on their receipt in violation of FACTA. They serve as Settlement Class Representatives to represent their personal interests and the interests of all the Settlement Class Members.

Even if you have not filed your own lawsuit against Hibbett regarding the allegations described herein, you can obtain the benefits provided by the Settlement because the litigation is proceeding as a class action.

## 5. Why is there a Settlement?

Generally, a settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. Here, the Court has not decided in favor of Plaintiffs or Hibbett. The Settlement Class Representatives and Class Counsel think the Settlement is in the best interests of everyone affected.

## SETTLEMENT CLASS MEMBERSHIP

### 6. How do I know if I can participate in the Settlement?

The Settlement Class is defined as:

All persons in the United States (i) who, when making payment at a Hibbett, City Gear, or Sports Additions retail store located in the United States, (ii) made such payment using a credit or debit card (iii) and for whom Hibbett, City Gear, or Sports Additions printed a point-of-sale receipt (iv) which displayed more than the last 5 digits of the credit or debit card (v) between December 15, 2020, and February 23, 2022.

Notwithstanding the foregoing, this class specifically excludes persons in the following categories: (A) The judge presiding over this case and the judges of the appellate court; (B) the spouses of those in category (A); (C) any person within the third degree of relationship of those in categories (A) or (B); (D) the spouses of those within category (C); and (E) any person whose claim is subject to discharge in a pending bankruptcy proceeding or has been discharged as part of a closed bankruptcy proceeding.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Hibbett will pay up to \$6,000,000. After deductions for attorneys' fees, litigation costs, service awards and other administrative expenses ("Net Settlement Proceeds") a single payment of up to \$20 will be paid to each Participating Claimant who submits a timely and accepted claim form. Hibbett has the right to pay the payment to the Participating Claimant's Hibbett | City Gear Rewards account. If you do not have a Rewards account, one will be created for you and the payment will be paid to you into that Rewards account.

In the event the total to be paid exceeds the Net Settlement Proceeds, the payment issued to each Participating Claimant will be reduced *pro rata*.

## 8. How much compensation can I get from the Settlement?

You must file a timely, valid claim in order to receive compensation from the Settlement. Following the claims deadline set by the Court, the Claims Administrator shall calculate the Net Settlement Proceeds amount.

Each Participating Claimant who submits a timely and valid Claim Form to the Claims Administrator or is otherwise authorized to receive benefits under the Settlement Agreement shall be entitled to a single payment of up to \$20. Hibbett has the right to pay the payment to the Participating Claimant's Hibbett | City Gear Rewards account. If a Participating Claimant does not have a Rewards account, one will be created and the payment will be paid to you into that Rewards account.

The total amount of payments allocated to Participating Claimants may not exceed the amount of the Net Settlement Proceeds. In the event that the total amount of payments allocated to Participating Claimants exceeds the amount of the Net Settlement Proceeds, then payments shall be made to Participating Claimants on a *pro rata* basis.

Because the amount of each payment depends on the number of approved claims, nobody can know in advance how much their ultimate payment will be. However, any Participating Claimant's payment will not exceed \$20.00.

## HOW TO GET A PAYMENT—MAKING A CLAIM

### 9. How can I get a payment?

To receive payment from the Settlement, you must complete a Claim Form. Claim Forms are available to you online at [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com). If you received a notice by mail or email that contains a Notice ID Number, please provide that information on your claim so your claim can be matched to your Hibbett | City Gear Rewards account. You are not required to provide documentation with the Claim Form, but the Claims Administrator reserves the right to request additional information or documentation supporting your claim. You can also fill out a Claim Form online at [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com).

If you prefer a paper Claim Form, you can ask for one by contacting the Claims Administrator by telephone at 877-883-8091 or by email at [info@HibbettFACTASettlement.com](mailto:info@HibbettFACTASettlement.com), or by U.S. Mail at Hibbett Class Action Settlement, P.O. Box 173003, Milwaukee, WI 53217.

If you do not have a Rewards account, one will be created for you and the funds payment will be paid to that Rewards account. By filing a claim you agree to the Hibbett | City Gear Rewards Terms and Conditions found at <https://www.hibbett.com/hibbett-rewards-terms-conditions.html>.

### 10. What is the deadline for submitting a Claim Form?

To be eligible for payment, Claim Forms must be submitted electronically or postmarked no later than **February 8, 2023**.

## **11. When and how will I get my payment?**

The Court is scheduled to hold a hearing on **January 9, 2023**, to decide whether to approve the Settlement. The hearing may be held online or be moved to a different date or time without additional notice, so it is a good idea to check [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com) for additional information. If the Court approves the Settlement, there may be an appeal of that decision. It is hard to estimate how long it might take for any appeals to be resolved.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement Website, [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com).

## **12. What happens if my contact information changes after I submit a claim?**

If, after you submit a Claim Form, you change your mailing address, email address, or mobile phone number, it is your responsibility to inform the Claims Administrator of your updated information. You can notify the Claims Administrator of any changes to your mailing address, email address, or mobile phone number by contacting:

Hibbett Class Action Settlement  
P.O. Box 173003  
Milwaukee, WI 53217  
[info@www.HibbettFACTASettlement.com](mailto:info@www.HibbettFACTASettlement.com)

## **13. What happens if some of the proceeds from the Settlement are not claimed?**

Hibbett will pay up to a total of \$6,000,000 to the extent that the total number of claims filed by Participating Claimants multiplied by the maximum award of \$20.00 is less than the Net Settlement Proceeds. In the event the total to be paid exceeds the Net Settlement Proceeds, the award issued to each valid claim will be reduced *pro rata*.

# **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

## **14. What am I giving up if I stay in the Settlement Class?**

If you are a Settlement Class Member and you make a claim, or if you do nothing, you will be releasing all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including, without limitation, that any of the Hibbett Releasees are liable for allowing or making unauthorized disclosure of customer credit or debit card magnetic strip information that was in the care, custody or control of the Hibbett Releasees, that too much information was printed on any receipts from a Hibbett retail location, that any member of the Settlement Class suffered a heightened risk of identity theft, that a Settlement Class Members' personal financial information was disclosed to Hibbett Releasees' employees who handled the receipts or other third-parties, that the Hibbett Releasees invaded a Settlement Class Member's legally protected privacy interest and breached its privacy policy, that any Hibbett Releasee forced a Settlement Class Member to take

action to prevent further disclosure of the private information displayed on the receipts, as well as statutory claims (including but not limited to 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)) for a violation of any consumer protection statutes, or claims regarding identity theft or the risk of identity theft, including but not limited to, the Song-Beverly Credit Card Act or any state law similar to FACTA, that the Settlement Class Members have or may have against the Hibbett Releasees, or any of them, for any type of relief, including, without limitation, actual damages, statutory damages, punitive damages, interest, attorneys' fees, costs, expenses, restitution, or equitable relief, that arise or could arise, or were asserted or could have been asserted, based on, arising from or in any way relating to the facts alleged in the Amended Complaint.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement are set forth in the Settlement Agreement, which may be viewed at [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com).

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Irby Law, LLC, William Eric Colley and Christy D. Crow to represent you and the other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for their services.

**R. Brent Irby**  
**Irby Law, LLC**  
**2201 Arlington Avenue South**  
**Birmingham, Alabama 35205**

**Eric Colley**  
**Wm. Eric Colley, Attorney**  
**at Law, LLC**  
**P.O. Box 681045**  
**Fort Payne, Alabama**  
**35968**

**Christy D. Crow**  
**Jinks, Crow & Dickson,**  
**P.C.**  
**219 N. Prairie Street**  
**Union Springs, AL 36089**

### 16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services.

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

You do not have to pay Class Counsel. Class Counsel have not been paid for their services since this case began. They will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Additionally, Class Counsel will seek reimbursement of their out-of-pocket litigation

expenses (including cost of notice and administration) as part of their application for attorney’s fees, which will be posted on [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com) at least 14 days before the objection deadline. Class Counsel’s attorneys’ fee request will not exceed One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000).

Class Counsel will also ask the Court to approve service award payments not to exceed five thousand dollars (\$5,000) to each of the individual Class Representatives, who are: Lakesha Cliatt and Marketha Hill.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want monetary compensation from the Settlement, and you want to keep your right, if any, to sue Hibbett on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

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

If you want to keep the right to sue or continue to sue Hibbett based on claims the Settlement resolves, you must take steps to exclude yourself from the Settlement Class. This is sometimes called “opting out.” If you exclude yourself, however, you will not be eligible to receive a monetary payment from the Settlement.

You may opt out of the Settlement by mailing a letter to the Claims Administrator with the following information:

- Your full name and mailing address, telephone number, and/or email address; and
- The statement, “I wish to exclude myself from the Settlement Class and do not wish to participate in the Settlement in *Cliatt v. Hibbett Retail, Inc.*, Case No. CV-2022-900008.”, or substantially similar words to this effect that are clear and unambiguous.

Your exclusion letter must be signed by you, personally, and not by your lawyer or anyone else acting on your behalf. “Mass” or “class” opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

Your letter must be sent First-Class Mail, postmarked by **December 26, 2022**, to:

Hibbett Class Action Settlement  
ATTN: Exclusions  
A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

You cannot exclude yourself by mailing a notification to any other location, or by telephone.

If you submit a Claim Form and also a Request for Exclusion, the Request for Exclusion will be deemed invalid.



**19. If I don't exclude myself, can I sue Hibbett for the same thing later?**

No. Unless you opt out, you give up the right to sue Hibbett for the claims the Settlement resolves. You must exclude yourself from the Settlement Class if you want to try to pursue your own claim.

**20. What happens if I exclude myself?**

If you exclude yourself, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in the case, and your costs and fees will not be paid for through the Net Settlement Proceeds.

**21. If I exclude myself, am I still represented by Class Counsel?**

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you will not be represented by Class Counsel.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

**22. How do I tell the Court that I like or don't like the Settlement?**

If you're a Settlement Class Member and do not opt out of the Settlement, you can comment on or object to the Settlement, including to tell the Court that you like or don't like the Settlement. By objecting, however, you are asking the Court to deny approval of the Settlement. Please note that the Court can only approve or deny the Settlement. It cannot unilaterally change the terms of the Settlement.

If the Court denies approval, no Settlement payments will be made and the lawsuit against Hibbett will continue.

Any objection to the proposed Settlement must be in writing, filed with the Court, and mailed to the three addresses listed below. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Your Objection must include: (1) a reference at the beginning to this matter, *Cliatt, et al. v. Hibbett Retail, Inc., et al.*; (2) the objector's full name, address, and telephone number, and, if available, email address; (3) proof of Settlement Class Membership consisting of the original or a copy of either (i) a customer receipt containing more than the last 5 digits of his or her credit or debit card showing that he or she made a transaction at a physical Hibbett Retail, City Gear, or Sports Additions store during the Class Period, or (ii) a credit or debit card statement showing that he or she made a transaction at a Hibbett Retail, City Gear, or Sports Additions store during the Class Period; (4) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (5) copies of any papers, briefs, or other documents upon which the objection

is based; (6) a list of all persons who will be called to testify in support of the objection; (7) a statement of whether the objector intends to appear at the fairness hearing; if the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing; (8) regarding any counsel who represents the objector or has a financial interest in the objection: (i) a list of cases in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years, and (ii) a copy of any orders concerning a ruling upon counsel’s or the firm’s prior objections that were issued by the trial and/or appellate courts in each listed case; (9) a statement by the objector under oath that: (i) he or she has read the objection in its entirety, (ii) he or she is a member of the Settlement Class, (iii) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector submitted the objection, (iv) identifies the caption of each case in which the objector has made such objection, and (v) authenticates any orders concerning a ruling upon the objector’s prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement. Any Settlement Class Member who fails to timely submit a written objection containing all of the information listed in items (1) through (9) of this paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the settlement and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement by any means, including, but not limited to, an appeal. Any Settlement Class Member who submits a timely written objection shall consent to deposition at the request of Settlement Class Counsel or Hibbett’s counsel, to occur at least 5 days prior to the Final Approval Hearing.

Mail the objection to these *three different places*:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the Court Circuit Court of Barbour County, Alabama Hibbett FACTA Settlement 405 East Barbour Street Suite A119 Eufaula, Alabama 36027	Brent Irby Irby Law LLC 2201 Arlington Avenue South Birmingham, AL 35205	Thomas J. Butler Maynard, Cooper & Gale, P.C. 1901 Sixth Ave. N., Ste. 1700 Birmingham, Alabama 35203

Objections must be filed with the Court and postmarked on or before **December 26, 2022**.

**23. What’s the difference between excluding yourself and objecting?**

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and don’t want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

You object to the Settlement when you disagree with some aspect of the Settlement.

## DOING NOTHING

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

If you do nothing and the Court grants Final Approval of the Settlement, you'll be a member of the Settlement Class, but you will receive no payment from this Settlement, and you won't be able to sue Hibbett for the conduct alleged in this case.

## THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **January 9, 2023**, at **8:30 a.m.**, either online or in-person at Barbour County Courthouse – Eufaula Division, Eufaula, AL 36027. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

The Court may also decide how much to pay to Class Counsel in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may hold the Fairness Hearing electronically, reschedule the Fairness Hearing, or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com), for news of any such changes.

### 26. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the Class.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other important case documents. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting [www.HibbettFACTASettlement.com](http://www.HibbettFACTASettlement.com).

You may also obtain case documents by visiting the office of the Clerk of the Court at Barbour County Courthouse – Eufaula, AL 36027, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court-observed holidays.

You can get additional information or request a copy of the Settlement Agreement by calling toll-free 877-883-8091 or writing to the Claims Administrator by email at [info@HibbettFACTASettlement.com](mailto:info@HibbettFACTASettlement.com) or mail to:

Hibbett Class Action Settlement  
P.O. Box 173003  
Milwaukee, WI 53217

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.