

### **What is contained in this notice package?**

If you own or have owned a Fry's gift card you may be part of a class action settlement. You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. This notice package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of California, County of Contra. This class action is entitled *Jimmy Walsh v. Fry's Electronics, Inc. et al.*, Case No. MSC18-01681. Plaintiff Jimmy Walsh filed the suit. The Defendant is Fry's Electronics, Inc. ("Defendant" or "Fry's").

### **What is this about?**

The Settlement will resolve a lawsuit claiming Defendant violated California law by refusing to redeem Fry's gift cards for their cash value upon customer request when the remaining value on the card was less than \$10. Defendant denies any wrongdoing and contends that it has a policy in place consistent with California law and has in fact honored such requests. However, Defendant has concluded it is in its best interests to settle this lawsuit to avoid expense and interference with ongoing business operations. The Complaint is available in the "Documents" section of this website.

### **Why is this lawsuit a class action?**

In a class action lawsuit, the Plaintiff (called a Class Representative), sues on behalf of people who have similar claims. All these people are known as a Class or Class Members. One court resolves the issues for all Class Members, except for those persons who exclude themselves from the Class. The Honorable Edward G. Weil is the Judge overseeing this class action.

### **Why is there a settlement?**

The Court did not decide in favor of the Plaintiff or the Defendant. There was no trial. The Court did not decide which side was right, but both sides agreed to the settlement after vigorous pre-trial negotiations. By reaching a settlement agreement (which is available in the "Documents" section of this website) the parties avoid the cost of a trial and the people affected will get benefits. The Class Representative and the attorneys think the settlement is best for all Class Members.

### **How do I know if I am part of the settlement?**

Judge Weil decided that everyone who fits this description is a Class Member: all persons, if any, who, between August 21, 2014 and October 4, 2019, owned a Fry's gift card with a balance less than \$10 and were denied by Fry's the ability to redeem the Fry's gift card for its cash value.

### **Are there exceptions to being included?**

Excluded from the class are: Defendant; any entities in which Defendant has a controlling interest; and the employees, officers, directors, affiliates, legal representatives, subsidiaries, and affiliates of Defendant.

### **What does the settlement provide?**

Defendant agreed to provide the following benefits for Class Members: (1) Defendant will not sell Fry's gift cards in California that indicate that they cannot be redeemed for cash when the balance is less than \$10; (2) Defendant will maintain policies and provide training for its California employees regarding the California Gift Card Act redemption requirements; and (3) Defendant will refrain from violating the California Gift Card Act's requirements concerning redeeming the cash value of a Fry's gift card. Anyone who has been denied the ability to redeem a Gift Card with a balance of less than \$10 in value is entitled

to redeem it for cash. Subject to Court approval, Plaintiff will also receive an incentive award of \$5,000 and Class Counsel will receive attorneys' fees and costs of \$65,000. These payments will not reduce the class benefits.

### **What am I giving up to stay in the Class?**

Unless you exclude yourself, you are staying in the Class. That means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues this settlement resolves. It also means that all of the Court's orders will apply to you and legally bind you.

If you do not want the benefits from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues this settlement resolves, then you must take steps to exclude yourself from the settlement. This is sometimes referred to as opting out of the Class.

### **How do I exclude myself from settlement?**

To exclude yourself from the settlement, you must send a signed letter by mail saying "I/We hereby request that I/we be excluded from the proposed settlement class in the *Jimmy Walsh v. Fry's Electronics, Inc.*, litigation," or similar statement, requesting not to participate in the settlement, and include your name, telephone number, current address, signature and your Fry's gift card number. You must mail your exclusion request postmarked no later than **August 28, 2020** to the following address.

**Fry's Electronics, Inc. Litigation**  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

### **If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves once the Court approves the settlement. 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 28, 2020**.

### **Do I have a lawyer in this case?**

The Law Offices of Todd M. Friedman, P.C. represents you if you are a Class Member. The following is the contact information for that law firm.

Law Offices of Todd M. Friedman, P.C.  
21550 Oxnard Street, Suite 780  
Woodland Hills, CA 91367  
Telephone: (877) 206-4741

These lawyers are called 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 \$65,000 to them for attorneys' fees and expenses. The attorneys' fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than this amount. Defendant has agreed not to oppose the request for fees and expenses. The costs of administering the settlement will be paid separately by the Defendant.

### **How do I tell the Court that I am opposed to 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. You must object to the proposed settlement in writing. You must also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number: *Jimmy Walsh v. Fry's Electronics, Inc.*, Case No. MSC18-01681, and be submitted by mailing to the Court, Class Counsel, and Defense Counsel at following locations.

COURT: Clerk of the Court Superior Court of California, County of Contra Costa, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553

CLASS COUNSEL: Law Offices of Todd M. Friedman, P.C., 21550 Oxnard Street, Suite 780, Woodland Hills, CA 91367

DEFENSE COUNSEL: Fry's Electronics, Inc., Home Office, Legal Department, John P. Castro, 600 E. Brokaw Road, San Jose CA 95112

Rather than mail to the Court, you may file in person at the above address for the Court. You must postmark or file your letter of objection no later than **September 22, 2020**.

### **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 from the Class, 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 on October 29, 2020 at 9:00 a.m., before the Judge Edward G. Weil in Department 39 of the Court, located at 725 Court Street, Martinez, California 94553. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate and whether the requested payments to Class Counsel and Class Representatives are proper. If there are objections, the Court will consider them. Judge Weil will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### **Do I have to come to the hearing?**

If you do not object to the settlement then you do not have to appear at the Fairness Hearing. In that case, Class Counsel and Defense will answer questions Judge Weil may have. If you file an objection, you or your attorney (at your expense) have to appear at the Fairness Hearing to talk about the objection.

### **May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. If you plan to speak at the hearing because you object to the settlement, you must also have filed your objection as described above. You may not speak at the Fairness Hearing if you excluded yourself from the Class.

### **What happens if I do nothing at all?**

If you do nothing, you will still receive the benefits from this settlement if the Court approves it. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the legal issues this settlement resolves, ever again.

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

This notice summarizes the proposed settlement. More details, including the Settlement Agreement and the Complaint, are available in the “Documents” section of this website.