

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Sekura v. L.A. Tan Enterprises, Inc., Case No. 2015 CH 16694 (Cir. Ct. Cook Cnty., Ill.)

If You Provided Your Fingerprint to Access One or More Illinois L.A. Tan Franchise Salons Between November 13, 2013 and August 11, 2016, a Class Action Settlement May Affect Your Rights.

An Illinois State Court authorized this Notice.

You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against L.A. Tan Enterprises, Inc. (“Defendant” or “L.A. Tan”). The suit concerns whether L.A. Tan violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting Illinois customers’ fingerprints without obtaining their informed written consent. L.A. Tan denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.
- You are included in the Settlement if your fingerprints were scanned at an Illinois L.A. Tan salon between November 13, 2013 and August 11, 2016.
- Those who submit valid claims will be eligible to receive an equal, or *pro rata*, share of a \$1.5 million settlement fund that L.A. Tan has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive award, and attorneys’ fees have been paid. Payments are estimated to exceed \$100. L.A. Tan has also agreed to comply with the BIPA in the future.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Defendant about the issues in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue the Defendant about the issues in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

QUESTIONS? CALL 1-844-412-1944 TOLL FREE
OR VISIT WWW.FINGERPRINTSETTLEMENT.COM

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Basic Information

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with the Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Rodolfo Garcia of the Circuit Court of Cook County, Illinois, is overseeing this class action. The case is called *Sekura v. L.A. Tan Enterprises, Inc.*, Case No. 2015 CH 16694 (Cir. Ct. Cook Cnty., Ill.). The person who filed the lawsuit, Klaudia Sekura, is the Plaintiff. The company she sued, L.A. Tan Enterprises, Inc., is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Klaudia Sekura—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

The Claims in the Lawsuit and the Settlement

3. What is this lawsuit about?

This lawsuit alleges that L.A. Tan violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting Illinois customers’ fingerprints without obtaining their informed written consent. Plaintiff also alleges that Defendant violated the BIPA in other ways, and that Defendant violated other of her legal rights through the same conduct.

L.A. Tan denies Plaintiff’s claims of wrongdoing and contends that it violated no laws. No court has decided who is right. The parties are instead entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by L.A. Tan. More information about the complaint in the lawsuit and the Defendant’s position can be found in the “Court Documents” section of the settlement website at www.fingerprintsettlement.com.

4. Why is there a settlement?

The Court has not decided whether Plaintiff or Defendant should win this case. Instead, both sides agreed to the Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Class Members will get compensation now rather than years from now—if ever. Plaintiff and her attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Class Members.

Who's Included in the Settlement?

5. Who is in the Settlement Class?

The Court decided that this Settlement includes a Class of approximately 37,000 "Persons whose fingerprints were scanned at an Illinois L.A. Tan salon between November 13, 2013 and August 11, 2016."

6. How do I know if I am in the Settlement Class?

If you provided your fingerprint to access one or more Illinois L.A. Tan franchise salons between November 13, 2013 and August 11, 2016, you are a member of the Settlement Class and may be entitled to a cash payment.

The Settlement Benefits

7. What does the Settlement provide?

Cash Payments to Class Members: L.A. Tan has agreed to create a \$1.5 million Settlement Fund, from which Class Members who submit valid claims will receive cash payments after certain administrative expenses and legal fees are paid. To get a payment, Class Members must submit a valid claim postmarked or received by **December 29, 2016**. The amount Class Members will receive will depend on the total number of valid claims received. If the number of valid claims is low, then the amount of individual payments will go up. But if the number of valid claims is high, then the amount of individual payments will go down.

Agreement to Future Conduct: As part of the Settlement, L.A. Tan has agreed that it will comply with the BIPA in the future and will take steps to ensure that L.A. Tan franchise salon's also comply with the BIPA.

How to Get Benefits

8. How do I make a claim?

If you are a Class Member and you want to get settlement benefits, you must complete and submit a valid Claim Form postmarked or received by **December 29, 2016**. An online claim form is available on this website and can be filled out and submitted online. If you received a postcard in the mail about the Settlement, the postcard will tell you how to submit a claim form. You can also get a paper claim form by calling 1-844-412-1944. We encourage you to submit a claim online. It's faster, and it's free.

The Claim Form requires you to provide the following information: (1) your full name, current address, telephone number, and email address, and (2) a confirmation that you provided your fingerprint to access one or more L.A. Tan franchise salons in Illinois between November 13, 2013 and August 11, 2016.

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for December 1, 2016 at 2:00 p.m. If the Court approves the Settlement, eligible Class Members whose claims were approved by the

Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued.

The Lawyers Representing You

10. Do I have a lawyer in the case?

Yes, the Court has appointed lawyer Jay Edelson of Edelson PC as the attorney to represent you and other Class Members. This attorney is called “Class Counsel.” In addition, the Court appointed Plaintiff Klaudia Sekura to serve as the Class Representative. She is a Class Member like you. Class Counsel can be reached by calling 1-844-412-1944.

11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses of up to 40% of the Settlement Fund and will also request an incentive award of \$5,000.00 for the Class Representative. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested. Any money not awarded will stay in the Settlement Fund to pay Class Members.

Your Rights and Options

13. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement, you will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties for the claims or legal issues being resolved by this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement and you will no longer be a member of the Class. You will keep your right to start your own lawsuit against Defendant for the same legal claims made in this lawsuit. You will not be legally bound by the Court’s judgments related to the Class and the Defendant in this class action.

15. How do I ask to be excluded?

You can send a letter stating that you want to be excluded from the Settlement. Your letter must: (1) be in writing; (2) identify the case name, “*Sekura v. L.A. Tan Enterprises, Inc.*, Case No. 15 CH 16694 (Cir. Ct. Cook Cnty.),” (3) state your full name and current address; (4) be physically signed by you, and (5) be

postmarked on or before **November 11, 2016**. Your request to be excluded must also include a statement to the effect that: "I/We hereby request to be excluded from the proposed Settlement Class in "*Sekura v. L.A. Tan Enterprises, Inc.*, Case No. 15 CH 16694 (Cir. Ct. Cook Cnty.)." You must mail your exclusion request postmarked no later than **November 11, 2016** to:

Sekura v. L.A. Tan Enterprises, Inc.
c/o Heffler Claims Group
P.O. Box 58429
Philadelphia, PA 19102-8429

You can't exclude yourself on the phone or by email.

16. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims being resolved by this Settlement.

17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

18. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Sekura v. L.A. Tan Enterprises, Inc.*, Case No. 15 CH 16694 (Cir. Ct. Cook Cnty, Ill.), postmarked no later than **November 11, 2016** Your objection should be sent to the Circuit Court of Cook County at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division
Richard J. Daley Center, 8th Floor
50 West Washington Street
Chicago, Illinois 60602

The objection must be in writing, must be personally signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Settlement Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court.

In addition to filing your objection with the Court, you must send via mail, hand, or overnight delivery service, postmarked by no later than the **November 11, 2016**, copies of your objection and any supporting documents to both Class Counsel and the Defendant's lawyers at the addresses listed below:

Class Counsel

Jay Edelson
EDELSON PC
350 North LaSalle Street, 13th Floor
Chicago, IL 60654

Defense Counsel

Paul Karlsgodt
BAKER & HOSTETLER LLP
1801 California St.
Denver, CO 80122

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Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on October 28, 2016.

19. What's the difference between objecting and excluding myself from the Settlement?

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

The Court's Final Approval Hearing

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

The Court will hold the Final Approval Hearing at **2:00 p.m.** on **December 1, 2016** before the Honorable Rodolfo Garcia in Room 2601 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.fingerprintsettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

Getting More Information

23. Where do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.fingerprintsettlement.com, contact Class Counsel at 1-844-412-1944, or visit the office of the Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 8th Floor, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

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OR VISIT WWW.FINGERPRINTSETTLEMENT.COM