

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

ADAM SAVETT and MICHELE GERRITS-)
FAEGES, on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
v.) Case No. 17-CH-02437
)
SP PLUS CORPORATION, formerly known as)
STANDARD PARKING CORPORATION,) Hon. Pamela McLean Meyerson
and DOES 1 to 10,)
)
Defendants.)

AMENDED CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs, Adam Savett and Michele Gerrits-Faeges, bring this action to secure redress for the violations by Defendants, SP Plus Corporation (“SP”), formerly known as Standard Parking Corporation, and Does 1 to 10, of the Fair and Accurate Credit Transactions Act (“FACTA”) amendment to the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §1681 et seq.

2. One provision of FACTA, codified as 15 U.S.C. §1681c(g), provides that: “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.”

3. Section 1681c(g) is not ambiguous. “The plain meaning of the statute is that a merchant shall not print more than the last 5 digits of the credit card number upon any receipt

and a merchant shall not print the expiration date upon any receipt. In other words, a retailer must print no more than five digits of a card number, and a retailer must also remove the expiration date from the credit card receipt. Printing either more than five digits of the credit card number or the expiration date of the credit card violates Section 1681c(g)." *Iosello v. Leiblys, Inc.*, 502 F. Supp. 2d 782, 786 (N.D. Ill. 2007). FACTA "expressly prohibits printing more than the last five digits of the credit/debit card numbers and also prohibits printing the card's expiration date." *Pirian v. In-N-Out Burgers*, No. 06-1251, 2007 WL 1040864, 2007 U.S. Dist. LEXIS 25384, *8 (C.D. Cal. Apr. 5, 2007). *Accord, Follman v. Hospitality Plus of Carpentersville, Inc.*, 532 F. Supp. 2d 960 (N.D. Ill. 2007); *Korman v. Walking Co.*, 503 F. Supp. 2d 755 (E. D. Pa. 2007); *Ramirez v. MGM Mirage, Inc.*, 524 F. Supp. 2d 1226 (D. Nev. 2007).

4. This truncation requirement is to prevent identity theft. The Federal Trade Commission estimated in 2003, the year FACTA passed, that criminals assumed for financial gain over nine million people's identities causing almost \$50 billion of losses. Federal Trade Commission, *Identity Theft Survey Report* at 7 (September 2003) (available at <https://www.ftc.gov/sites/default/files/documents/reports/federal-trade-commission-identity-theft-program/synovatereport.pdf>)

5. A common method is to obtain lost, discarded, or stolen credit card receipts and use their information. These identity thieves are known as "carders" and "dumpster divers."

6. To curb this means of identity theft, Congress prohibited merchants from issuing electronically generated receipts that display either the credit card's expiration date or more than the last five digits of its number.

7. FACTA gave merchants who accept credit cards and debit cards three years to comply with its requirements, requiring full compliance with its provisions by December 4, 2006.

8. It has been over 10 years since FACTA became fully effective, and Defendants have failed to comply with it.

9. Defendants have willfully violated FACTA and have failed to protect Plaintiffs and class members against identity theft, credit card fraud, and debit card fraud by failing to comply with FACTA's truncation requirement.

10. Plaintiffs bring this action against Defendants based on their violation of 15 U.S.C. § 1681 *et seq.*

11. Plaintiffs seek statutory damages, attorneys' fees, costs, and other relief as this Court deems proper, including punitive damages.

VENUE AND JURISDICTION

12. Venue and personal jurisdiction are proper because Defendant is headquartered in Cook County. 735 ILCS 5/2-101.

13. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1681p, which allows a case to be brought "in any . . . court of competent jurisdiction."

PARTIES

14. Plaintiff, Adam Savett, is a resident of Cleveland, Ohio.

15. Plaintiff, Michele Gerrits-Faeges, is a resident of Naples, Florida.

16. Defendant, SP Plus Corporation, formerly known as Standard Parking Corporation, is a Delaware corporation with its principal place of business at 200 East Randolph, Chicago, Illinois 60601. Its registered agent and office is Illinois Corporation

Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703. It operates parking facilities.

17. SP is a “person that accepts credit cards or debit cards for the transaction of business” within the meaning of FACTA.

18. Defendants Does 1 to 10 are individual SP officers, directors, employees, and agents who authorized, directed, or participated in the violations of law complained of.

FACTS

19. Savett traveled out of Cleveland Hopkins Airport and used the parking garages available at the airport, including the garage located at 5300 Riverside Drive, Cleveland, Ohio. Defendants operate that garage.

20. Within the limitations period, Savett received from SP, at least three times, a computer-generated cash register receipt that displayed eight digits of his credit card. Copies of Savett’s receipts, with his personal information redacted, are attached as Exhibit A.

21. Gerrits-Faeges traveled out of Cleveland Hopkins Airport and used the parking garages available at the airport, including the garage located at 5300 Riverside Drive, Cleveland, Ohio. Defendants operate that garage.

22. Within the limitations period, Gerrits-Faeges received from SP, at least three times, a computer-generated cash register receipt that displayed eight digits of her credit card. Gerritis-Faeges disposed of SP generated cash registered receipts by throwing them in the trash.

23. On information and belief, the SP generated cash register receipts given to Gerritis-Faeges were vulnerable to exploitation by identity thieves because she lost possession of the receipts and the receipts displayed eight digits of her credit card. Copies of Gerrits-

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Faeges's credit-card statements (her first two charges occurred between within the range of Savett's charges and her last charge occurred only one month after Savett's last charge), with her personal information redacted, are attached as Exhibit B.

VIOLATIONS ALLEGED

24. Defendants violated 15 U.S.C. §1681c(g)(1). It instructs that “no person that accepts credit cards or debit cards for the transaction of business shall print more than the last five digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.”

25. 15 U.S.C. §1681n permits civil liability for willful noncompliance:

- (a) In general. Any person who willfully fails to comply with any requirement imposed under this title [15 U.S.C. §§ 1681 et seq.] with respect to any consumer is liable to the consumer in an amount equal to the sum of—
 - (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; . . .
 - (2) such amount of punitive damages as the court may allow; and
 - (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

26. Defendants accept credit cards and/or debit cards when transacting business with Plaintiffs and class members. When doing so, Defendants use cash registers or other machines or devices that electronically print receipts for credit card and debit card transactions.

27. After FACTA's effective date, Defendants, at the point of sale or transaction, provided Plaintiffs and class members one or more electronically printed receipts that failed to

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comply with FACTA's truncation requirement.

WILLFUL NATURE OF VIOLATION

28. Enacted in 2003, FACTA gave merchants who accept credit card or debit cards up to three years to comply with its requirements, meaning no later than December 4, 2006.

29. SP was sued for this same violation in *Beringer v. Standard Parking Corp.*, 07 CV 5027 and 07 CV 5119, 2008 WL 4390626 (N.D. Ill. Sept. 24, 2008), later opinion, 2008 WL 4890501 (N.D. Ill. Nov. 12, 2008). SP knew it needed to comply with FACTA, meaning its violations described here were willful.

30. Defendants knew of FACTA's widely publicized truncation requirement.

31. The PCI Security Standards Council is a consortium founded by VISA, MasterCard, Discover, American Express, and JCB to set security standards for credit card processing. PCI, VISA, and Mastercard, as well companies that sell cash registers and other devices for the processing of credit or debit card payments and other entities informed merchants about FACTA, including its specific requirements concerning truncating credit card and debit card numbers and prohibiting merchants from printing of expiration dates.

32. On March 6, 2003, Visa USA's CEO announced Visa's new account truncation program to protect consumers from identity theft:

Today, I am proud to announce an additional measure to combat identity theft and protect consumers. Our new receipt truncation policy will soon limit cardholder information on receipts to the last four digits of their accounts. The card's expiration date will be eliminated from receipts altogether. . . . The first phase of this new policy goes into effect July 1, 2003 for all new terminals. . . ."

Visa USA Announces Account Truncation Initiative to Protect Consumers from ID Theft;

Visa CEO Announces New Initiative at Press Conference with Sen. Dianne Feinstein, PR Newswire, March 6, 2003.

33. Within 24 hours, MasterCard and American Express announced they were imposing similar requirements.

34. These card-issuing organizations required compliance with FACTA by contract, in advance of FACTA's mandatory compliance date.

35. The August 12, 2006, edition of "Rules for Visa Merchants" (p. 62), attached as Exhibit C, distributed to and binding upon all merchants that accept Visa cards, requires that "only the last four digits of an account number should be printed on the customer's copy of the receipt" and "the expiration date should not appear at all." These statements were accompanied by a picture of a receipt showing precisely what had to be removed. VISA required complete compliance by July 1, 2006, five months ahead of the statutory deadline.

36. American Express has a manual that contains a similar depiction of what information companies must suppress.

37. Defendants accept Visa, MasterCard, and American Express cards and are parties to contracts requiring compliance with the above-quoted requirement.

38. On July 9, 2003, L. Richard Fischer of VISA USA presented a written statement to the House Committee on Financial Services supporting the truncation requirements that ultimately became FACTA. Fischer stated:

Although Visa generally believes that the details of preventing identity theft should be left to financial institutions that are best suited to address ever evolving fraud techniques, Title II could provide important benefits to consumers and financial institutions alike by establishing workable identity theft provisions and ensuring that these provisions benefit from national uniformity. For example, Section 203 of Title II would prohibit any merchant or other entity that accepts credit and

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debit cards from printing more than the last four digits of the card account number . . . upon receipts provided to cardholders at the point of sale. . . .

Fair and Accurate Credit Transactions Act of 2003: Hearing on H.R. 2622 Before the H. Comm. on Financial Services, 108th Congr. 163 (2003) (written statement of L. Richard Fischer) (available at <https://www.gpo.gov/fdsys/pkg/CHRG-108hhrg92230/pdf/CHRG-108hhrg92230.pdf>).

39. Many restaurant and retail trade associations apprised their merchant members that FACTA imposed truncation requirements mirroring Visa's truncation requirements.

40. On January 10, 2007, the National Retail Federation sent a memo to the general counsels of its members warning that failure to suppress both "credit card expiration dates or anything beyond the last five digits of a customer's credit card number on the copy of the receipt provided to the customer" was likely to result in a lawsuit. Exhibit D.

41. The FTC issued a business alert in May 2007 entitled "Slip Showing? Federal Law Requires All Businesses to Truncate Credit Card Information on Receipts," available at <https://www.ftc.gov/tips-advice/business-center/guidance/slip-showing-federal-law-requires-all-businesses-truncate> (last visited February 16, 2017). It explained that, "According to the federal Fair and Accurate Credit Transactions Act (FACTA), the electronically printed credit and debit card receipts you give your customers must shorten—or truncate—the account information. You may include no more than the last five digits of the card number, and you must delete the card's expiration date."

42. The costs of truncating credit and/or expiration dates and account numbers are minimal.

43. Most of Defendants' business peers and competitors brought their credit card

and debit card receipt printing process into compliance with FACTA by programming their card machines and devices to comply with FACTA's truncation requirement.

44. Defendant could have done the same but did not, despite ample time and opportunity to do so and despite ample publicity of the need to do so.
45. Defendants willfully disregarded FACTA's requirements and continue to use cash registers or other machines or devices that printed receipts in violation of FACTA.

CLASS ACTION ALLEGATIONS

46. Plaintiffs bring this action on behalf of the following class:

All people to whom Defendants provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit card or debit card number or (b) the expiration date of the person's credit or debit card.
47. The class is so numerous that joinder of all individual members in one action would be impracticable.
48. There are over 100 people to whom Defendants provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit card or debit card number or (b) the expiration date of the person's credit or debit card.

49. Common legal or factual questions predominate over any individualized questions class members, such as:

- a. Whether Defendants provided customers sales or transaction receipts that failed to comply with FACTA's truncation requirement;
- b. Whether Defendants violated FACTA;
- c. Whether Defendants' conduct was willful; and

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- d. The extent of the Doe Defendants' participation and involvement in SP's FACTA violation.
- 50. Plaintiffs will fairly and adequately represent class members' interests.
- 51. Plaintiffs' attorneys are experienced and competent in complex class action litigation and will competently and adequately represent class members' interests.
- 52. Class certification is appropriate to any other method or procedure for fairly and efficiently adjudicating class members' claims because:
 - a. Economies for the Court and the parties exist from litigating the common issues on a classwide basis instead of on a repetitive, individual basis;
 - b. Each class member's damage claim is too small to make individual litigation an economically viable possibility, for which reason few class members would have any interest in individually prosecuting separate actions;
 - c. Despite the relatively small size of each class member's claim, the aggregate volume of their claims—coupled with the economies of scale inherent in litigating similar claims on a common basis—will enable Class counsel to litigate this case on a cost-effective basis; and
 - d. Class treatment is required for optimal deterrence and for limiting the reasonable legal expenses incurred by class members.

53. Plaintiffs anticipate no unusual difficulties in managing and maintaining this case as a class action.

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of them and class members and against Defendants as follows:

- a. For statutory damages of \$100 to \$1,000 per violation;
- b. For punitive damages;
- c. For attorney's fees, litigation expenses and costs;
- d. For such other and further relief as the Court may deem proper.

/s/ Daniel A. Edelman
Daniel A. Edelman

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JURY DEMAND

Plaintiffs demand trial by jury.

/s/ Daniel A. Edelman
Daniel A. Edelman

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NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

/s/ Daniel A. Edelman
Daniel A. Edelman

DOCUMENT PRESERVATION DEMAND

Plaintiffs hereby demand that each Defendant take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to Plaintiffs, the events described herein, any third-party associated with any telephone call, campaign, account, sale or file associated with Plaintiffs, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If Defendants are aware of any third party that has possession, custody, or control of any such materials, Plaintiffs demand that Defendants request that such third-party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the Defendants.

/s/ Daniel A. Edelman
Daniel A. Edelman

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CERTIFICATE OF SERVICE

I, Daniel A. Edelman, certify that on June 8, 2018, I caused a copy of the forgoing document to be served by U.S. Mail and Electronic Mail to the following:

Ray Hughes
Leech Tishman Fuscaldo & Lampl, LLC
2215 York Road, Suite 310
Oak Brook, IL 60523
rhughes@leechtishman.com

Patrick R. Malone
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/s/ Daniel A. Edelman
Daniel A. Edelman

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CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
CHANCERY DIVISION
CLERK DOROTHY BROWN

Cleveland Hopkins Airport
Smart Park

Transaction-Id: 68730-3104
Ticket-Nr.: 40123938

Transaction Type: Clear
Date/Time 2/26/2015 7:35 PM
[REDACTED]

Amount: \$17.00
Status: Payment was successful
Authorization Code: 057655

Approved - Thank you!

Cleveland Hopkins Airport
5300 Riverside Dr.

Transaction-Id: 155284-24212
Ticket-Nr.: 40129737

Transaction Type: Clear
Date/Time 3/27/2015 12:28 PM
[REDACTED]

Amount: \$23.00
Status: Payment was successful
Authorization Code: 073744

Approved - Thank you!

Cleveland Hopkins Airport
5300 Riverside Dr.

Transaction-Id: 208222-11614
Ticket-Nr.: 40162078

Transaction Type: Clear
Date/Time: 8/20/2015 8:08 AM
[REDACTED]
Amount: \$56.00
Status: Payment was successful
Authorization Code: 085644

Approved - Thank you!

EXHIBIT
A



Platinum Card®

Reacted

Closing Date 03/27/15

Next Closing Date 04/27/15

p. 1/18

Account Ending *Reacted*

New Balance

Please Pay By

Reacted
Payment is due upon receipt. We suggest you pay by the closing date. You may have to pay a late fee if your payment is not received by the closing date.

See page 2 for important information about your account.

See Page 13 for important information about Your Reward Program.

Your membership will be renewed next month. Please refer to the Renewal Notice on Page 10.

Membership Rewards® Points

Available and Pending as of 02/28/15

For up to date point balance details, visit [membership](#)

Account Summary

Previous Balance
Payments/Credits
New Charges
Fees

Reacted

New Balance

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-525-3355 Pay by Phone 1-800-472-9297

See Page 2 for additional information.

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↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending *Reacted*

Enter account number on all documents.
Make check payable to American Express.

Check here if your address or phone number has changed.
Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270



EXHIBIT

B



Platinum Card®

Redacted

Closing Date 03/27/15

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Account Ending *Redacted*

Detail Continued

Amount

Redacted

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M GERRITS-FAEGES
Card Ending

Amount

Redacted

03/01/15	STANDARD PARKING ONCLEVELAND 2122675030	OH	\$78.00
	Description	Price	
	PARKING FEES	\$78.00	

Redacted



Platinum Card®

Redacted

Closing Date 06/26/15

Next Closing Date 07/28/15

p. 1/22

Account Ending Redacted

New Balance

Please Pay By

Redacted
Payment is due upon receipt. We suggest you pay by the closing date. You may have to pay a late fee if your payment is received after the Closing Date.

- See page 2 for important information about your account.
- See Page 15 for Important Changes to Your Account Benefits.
- See Page 17 For A Notice Of Changes To The Membership Rewards Program Terms & Conditions.

Membership Rewards® Points

Available and Pending as of 05/31/15

For up to date point balance details, visit [membership](#)

Account Summary

Previous Balance
Payments/Credits
New Charges
Fees

Redacted

New Balance

Days in Billing Period: 29

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-525-3355 **Pay by Phone** 1-800-472-9297

See Page 2 for additional information.

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↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon

Do not staple or use paper clips



Pay by Computer

americanexpress.com/pbc



Pay by Phone

1-800-472-9297

Account Ending

Enter account number on all documents.
Make check payable to American Express.

Check here if your address or phone number has changed.
Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270



Redacted

Redacted Account Ending *Redacted*

p. 8/22

Detail Continued

*Indicates posting date

Amount



M GERRITS-FAEGE

Card Ending

Redacted

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Redacted

Redacted

Account Ending | Redacted

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Detail Continued

*Indicates posting date

Amount

Redacted

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06/15/15	95497 - STANDARD PARCLEVELAND	OH	\$65.00
	3122742000		
	Description	Price	
	PARKING FEES	\$65.00	

Redacted



Platinum Card®

Redacted

Closing Date 09/27/15 · Next Closing Date 10/28/15

p. 1/21

Account Ending

Redacted

New Balance

Please Pay By

[#] Payment is due upon receipt. We suggest you may have to pay a late fee if your payment is not received by the Closing Date.

Redacted

Membership Rewards® Points

Available and Pending as of 08/31/15

For up to date point balance and details, visit [membershipreward](#)

Redacted

Account Summary

Previous Balance
Payments/Credits
New Charges
Fees

New Balance

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-525-3355 Pay by Phone 1-800-472-9297

See Page 2 for additional information.

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See Page 17 for Important Information Regarding Benefits underwritten by AMEX Assurance Company.

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon

Do not staple or use paper clips



Pay by Computer

americanexpress.com/pbc



Pay by Phone

1-800-472-9297

Account Ending

Redacted

Enter account number on all documents.
Make check payable to American Express.

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270



Redacted

Redacted

Account Ending

Redacted

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Detail Continued *Indicates posting date

Amount



M GERRITS-FAFGES

Card Ending:

Redacted

Amount

Redacted

Redacted

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Account Ending

Redacted

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Detail Continued

*Indicates posting date

Amount

Redacted

Redacted

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09/21/15	95497 - STANDARD PARCLEVELAND	OH	\$70.00
	3122742000		
Description	Price		
PARKING FEES	\$70.00		

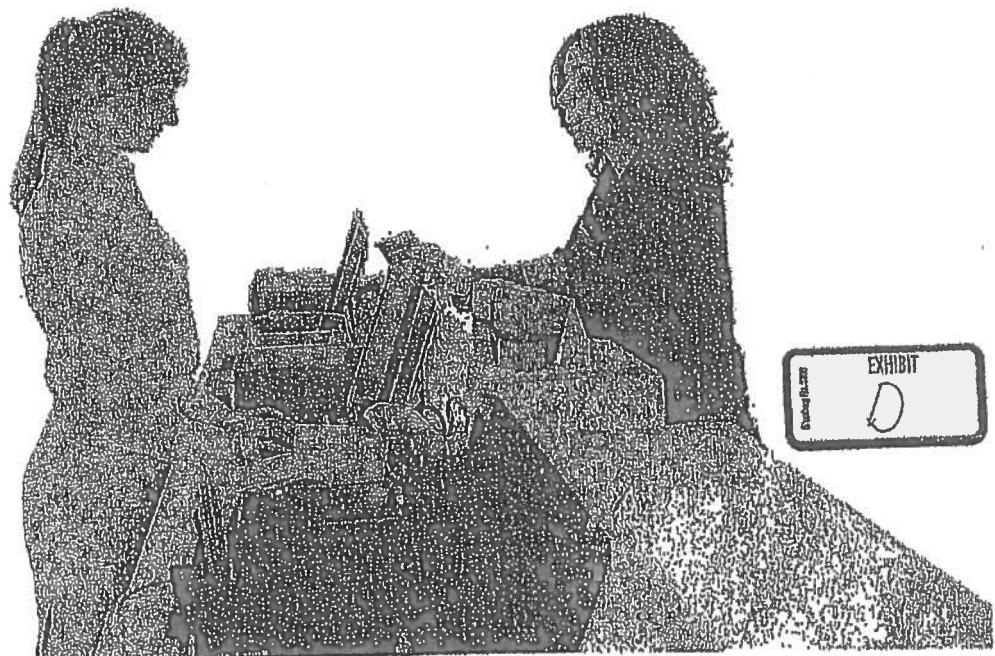
Redacted

Redacted



Rules for Visa Merchants

Card Acceptance and Chargeback Management Guidelines



EXHIBIT

C

Transaction Receipt Requirements—Card-Present Merchants

The following are Visa requirements for all transaction receipts generated from electronic point-of-sale terminals (including cardholder-activated terminals).

Electronic Point-of-sale Terminal Receipts

Merchant or member name and location, or the city and state of the Automated Dispensing Machine or Self-Service Terminal			
Transaction Date Merchant Location Code Effective November 1, 2005, the payment brand used to complete the transaction must be identified on the cardholder's copy of the transaction receipt.	XYZ SHOES 1060 PARK ST ANYTOWN, CA 94501 PHONE # (000)555-5555 NOV 10, 2005 12:30PM MERCH ID: 08233004 REF # : 003 ACT # : *****/*****5220 EXP : XX/XX ← CARD : VISA \$21.69 APPROVAL CODE: 035789 TRAN ID: VGT7ET800815 I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT X _____ SIGNATURE THANK YOU CARDHOLDER COPY	Truncated Account Number <i>VISa requires that all new electronic POS terminals provide account number truncation on transaction receipts. This means that only the last four digits of an account number should be printed on the customer's copy of the receipt.</i> In addition, the expiration date should not appear at all. Existing POS terminals must comply with these requirements by July 1, 2005. To ensure your POS terminals are properly set up for account number truncation, contact your merchant bank. Transaction Amount	
Space for Cardholder Signature, except for: • Transactions in which the PIN is an acceptable substitute for Cardholder signature • Limited-Amount Terminal Transactions • Self-Service Terminal Transactions • Express Payment Service Transactions			

VISA

© 2002 Visa U.S.A. Inc. 00:12:00 VRM

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"Duncan, Mallory"
<DuncanM@NRF.com>
01/10/2007 02:31 PM
Please respond to
"Epstein, Michael"

To: undisclosed-recipients:;

cc:

Subject: NRF Memo: FYI - PRIVACY LITIGATION



MEMORANDUM

TO: NRF General Counsel
FROM: Mallory Duncan, Senior Vice President, General Counsel
RE: FYI - PRIVACY LITIGATION
DATE: January 10, 2007

As many of you know, Congress passed the Fair and Accurate Consumer Transactions Act (the "FACT Act") in late 2003. It was signed into law a few weeks later on December 6. The FACT Act updated a number of provisions of the Fair Credit Reporting Act. It sought to clarify ambiguities and provide for greater uniformity by pre-empting various state laws and replacing them with national standards. These standards were to be developed over time by the Federal Trade Commission, federal banking regulators, or were incorporated into the Act itself. Among the latter was a requirement (Section 113) that all electronic cash registers stop recording credit card expiration dates or anything beyond the last five digits of a customer's credit card number on the copy of the receipt provided to the customer. This requirement was phased-in (December 31, 2004 was the deadline for equipment purchased after that date), but all POS equipment was to be compliant within 3 years after the FACT Act's December 6, 2003 enactment.

We have been informed that class action attorneys in California began making purchases at a variety of locations on the day after the three year deadline expired, and have filed cases against allegedly non-compliant California retailers. A copy of one case is attached. We have no reason to expect that these suits will remain limited to the identified merchants, or necessarily to California. Accordingly, you may want to reconfirm that your systems and procedures are current.

Finally, in the event that there are retailers who would have been served in any of these cases and would like to discuss any common issues of law or fact, please have your office contact my assistant, Mike Epstein (202-626-8131 / epsteinm@nrf.com) and we will arrange a conference call this Friday, January 12.

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EXHIBIT

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Attachment Account Number Truncation Litigation - CV06-816

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