
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

IF YOU MADE A CREDIT OR DEBIT CARD PURCHASE AT A HUSTLER STORE ANY DAY FROM AND INCLUDING OCTOBER 20, 2018 TO AND INCLUDING FEBRUARY 26, 2025, YOUR RIGHTS MAY BE AFFECTED AND YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT AND CREDIT MONITORING SERVICES IN A CLASS ACTION SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide settlement has been reached in a class action lawsuit involving personal debit or credit card receipts printed at certain times and places for purchases made at Hustler stores. The settlement resolves litigation over whether Defendant allegedly violated a federal law concerning the number of digits of a credit or debit card number that can be printed on such receipts. The Court has not decided who is right in this lawsuit. The Defendant denies the lawsuit’s allegations.
- You may be eligible to participate in the proposed settlement. If you are, you could receive \$23.00 and/or credit monitoring from one credit bureau for one year.
- You can only be eligible if you used a *personal* debit or credit or debit card to purchase an item at a Hustler store.
- You can only be eligible if you made a credit or debit card purchase during certain specific dates—from and including *October 20, 2018 to and including February 26, 2025*.
- You do not have to have a copy of your receipt to be eligible.
- Your legal rights are affected whether you act or do not act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS	
EXCLUDE YOURSELF BY JULY 27, 2026.	If you exclude yourself (or “opt out”) you cannot get a payment or credit monitoring from the settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the claims in this case.
OBJECT BY JULY 27, 2026	If you do not exclude yourself from the settlement, you may object to it by writing to the Claims Administrator, explaining your position, and including all evidence that you think supports your position.
GO TO A HEARING ON SEPTEMBER 15, 2026	You can attend a hearing about the fairness of the settlement. If you have made a written objection, you can ask the Court for permission to speak about it.
DO NOTHING	If you do nothing, you will give up rights to ever sue the Defendant about the legal claims in this case.

- Your rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled, or modified, so please check the settlement website at www.HHClassAction.com regularly for updates and further details.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed settlement of a class action lawsuit, and about your options, before a court decides whether to approve the settlement. The court in charge of this case is the Superior Court for the State of California (the “Court”). The case is called *Amber Manassa v HH-Entertainment, Inc.*, Case No. 20STCV40148. The individual who sued the Defendant is called the “Plaintiff” or the “Class Representative”. The entity she sued, HH-Entertainment, Inc. d/b/a Hustler Hollywood, is called the “Defendant”.

2. What is this lawsuit about?

The lawsuit alleges that Defendant violated a federal law that prohibits printing certain digits (or expiration dates) from personal debit or credit cards on customer copies of receipts for purchases. Defendant allegedly did this during certain time periods at its retail stores in the United States. Defendant denies any wrongdoing of any kind whatsoever. Defendant also denies any liability to Plaintiff or any of the other customers whom the Court has decided the Plaintiff can represent.

3. Why is this case a class action?

In a class action, one or more people, such as the Plaintiff here, can sue on behalf of people who have similar claims. If the Court agrees, those other people become a class. Members of a class seeking damages can, however, choose to exclude themselves from the class if they want. The customers like the Plaintiff who the Court has decided have claims similar enough for settlement in this case are called the “Class”.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or the Defendant and the Defendant is not admitting that it did anything wrong. But both sides want to avoid the cost of further litigation. Plaintiff and her attorneys think that this settlement is best for everyone who is affected. They have therefore entered into a detailed written agreement (the “Agreement”) which provides an opportunity for members of the Class to receive settlement benefits.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know whether I am a member of the Class and can be part of the settlement?

The Class includes all persons in the United States for whom one or more receipts was printed at one of Defendant’s retail stores, which disclosed more than the last five (5) digits of their credit or debit card account number during the period of October 20, 2018 through the date of Preliminary Approval by the Court. The Class does not include any of the attorneys who are members of or employed by counsel for the Plaintiff or counsel for the Defendants. It also does not include any employees of Defendant, the judge to whom this case is assigned, or any member of the judge’s staff and immediate family.

6. What if I am still not sure whether I am included in the settlement?

If you are not sure whether you are a member of the Class, or if you have any other questions about the settlement, you should visit the settlement website, www.HHClassAction.com, or call toll-free to 888-808-9044. If you want to read the Agreement, a copy of it is available on the settlement website.

SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement will pay \$23.00 to each Class member for whom the first six (6) digits and the last four (4) digits of his/her credit or debit card were exposed on a receipt provided by the Defendant.

The settlement will also provide free credit monitoring for one year from Equifax to each Class member.

8. What can I get from the settlement?

If you are a part of the Class for whom a receipt was printed that disclosed the first six (6) and last four (4) digits of your credit or debit card account number you can get a payment of \$23. If you are part of the Class for whom a receipt was printed that disclosed more than the last five (5) digits of your credit or debit card account number, you can get free credit monitoring from Equifax for one year.

9. What am I giving up to stay in the class?

Unless you exclude yourself from the settlement and the Class, you cannot sue the Defendant or any of the Releasees identified in the Agreement, or continue to sue, or be part of any other lawsuit against, the Defendant or any of those Releasees with respect to the claims that this settlement resolves. It also means that all of the decisions by the Court will bind you. The legal claims that you give up if you stay in the Class are as follows:

- A. Each Class member shall, upon entry of the Final Approval Order, be deemed, on behalf of himself or herself and his or her past, present, and future spouses, domestic partners, children, predecessors, successors, and assigns, and the past, present, and future administrators, agents, beneficiaries, executors, fiduciaries, heirs, representatives, trustees, and attorneys of each of them and those, to have waived, discharged, released, and agreed not to sue any Releasee from and with respect to all claims for relief that were raised or could have been raised by Plaintiff and the Settlement Class Members from the facts alleged in the Complaint or in the proposed First Amended Complaint relating to the printing of too many digits or the expiration date of a credit or debit card on a receipt, including, but not limited to claims arising under FACTA or any similar statute or other law.
- B. This release and covenant not to sue shall be deemed to include, to the fullest extent permitted by law:
 1. All claims arising out of or relating to any fact alleged in any pleading or proposed pleading in the Action.
- C. This release and covenant not to sue shall be deemed effective as a bar to each and every matter it purports to release and, should any suit or proceeding be instituted with respect to any of the matters it purports to release, this Agreement shall be deemed a full and complete accord, satisfaction, and settlement of any such matter and a sufficient basis for immediate dismissal of such suit or proceeding, except as to obligations created by this Agreement.

The “Releasees” are defined in the Agreement to mean Defendant and Solupay Consulting LLC, d/b/a Versapay, and all of their respective parents, affiliates, subsidiaries, partners, co-venturers, agencies, authorities, subdivisions, or vendors; the predecessors, successors, and assigns of any of them; and the officers, directors, employees, agents, and attorneys of any of them.

If you want to read the full Agreement, a copy of it is available on the settlement website at www.HHClassAction.com.

HOW TO RECEIVE THE BENEFITS OF THE SETTLEMENT

10. How can I receive the benefits of the settlement?

\$23.00 will be sent to each Class member for whom the first six (6) digits and the last four (4) digits of his/her credit or debit card were exposed on a receipt provided by the Defendant. If you received a receipt on which the first six (6) digits and the last four (4) digits of his/her credit or debit card were exposed, and you wish to receive \$23.00 electronically, please complete the form located at www.HHClassAction.com.

Electronic payments and checks will be valid for 180 days from the date of transmission or the date on the check. Any such payments not redeemed within that time shall, upon further application of Class Counsel to the Court, be distributed as a *cy pres* award to the Public Justice Foundation.

A Credit Monitoring Voucher for one year of credit monitoring from Equifax will be sent to each Class member.

11. When will I get my relief?

Relief will be provided after the Court grants “final approval” to the settlement and after any and all appeals are resolved. Even if the Court approves the settlement after a hearing on **September 15, 2026**, there may be appeals. It is always uncertain whether appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you do not want the opportunity to receive relief in the settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding or “opting out” of the settlement and the Class.

To exclude or opt out of the settlement and the Class, you must email or mail the Claims Administrator a written request by U.S. Mail that includes the following:

- Your full name and address;
- The name of the case (*Amber Manassa v HH-Entertainment, Inc.*, Case No. 20STCV40148);
- A clear statement that you want to be excluded from the settlement and the Class; and
- Your signature.

If you do not include the required information or submit your request for exclusion on time, you will remain a Class member and will not be able to sue the Defendant about the claims that this settlement resolves.

13. If I don’t exclude myself, can I sue a Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this settlement and the Class to continue your own lawsuit.

14. If I exclude myself, can I still get benefits in the settlement?

No. You will not get any money or credit monitoring in the settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the settlement?

If you are a Class member, you can object to the settlement, any request for attorneys’ fees and expenses by Class counsel, and any request for an incentive award to the Class representative. To object, you must write a letter that includes the following:

- Your name, address, telephone number, and e-mail address;
- The name, address, e-mail address, and telephone number of your lawyer, if you have one;
- The name of the case (*Amber Manassa v HH-Entertainment, Inc.*, Case No. 20STCV40148);
- The specific reasons you object to the settlement, accompanied by any legal support for your objection and all evidence or other information you wish to introduce in support of the objection;

- A statement of whether you intend to appear at the final hearing, either with or without an attorney;
- A statement of your membership in the Settlement Class; and
- Your signature and, if you have one, your lawyer’s signature.

Your objection, along with any supporting material you wish to submit, **must be mailed or emailed to the Claims Administrator** no later than **July 27, 2026** at the following addresses:

Manassa v. HH-Entertainment, Inc.
 Claims Administrator
 P.O. Box 301134
 Los Angeles, CA 90030-1134

16. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is providing an explanation to the Court that you do not like something about the settlement. You can object to the settlement only if you do not exclude yourself from the settlement and the Class. Excluding yourself from the settlement and the Class is telling the Court that you do not want to be part of the settlement. If you exclude yourself from the settlement and the Class, you have no basis to object to the settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers and law firm as “Class Counsel,” meaning that they were appointed to represent all Class members, including you if you are a member of the Class:

<p>John R. Habashy, Esq. john@lexiconlaw.com LEXICON LAW, PC 633 W. 5th Street, 28th Floor Los Angeles, CA 90071 Telephone: (213) 223-5900 Facsimile: (888) 373-2107</p> <p>Matthew E. Bobulsky, Esq. matthew@scottdowens.com (Admitted Pro Hac Vice) SCOTT D. OWENS, P.A. 2750 N. 29th Ave., Suite 209A Hollywood, FL 33020 Telephone: (954) 589-0588 Facsimile: (954) 337-0666</p>	<p>Christopher W. Legg, Esq. chris@theconsumerlawyers.com (Admitted Pro Hac Vice) CHRISTOPHER W. LEGG, P.A. 8965 Sandy Crest Lane Boynton Beach, FL 33473 Telephone: (954) 962-2333</p> <p>Scott D. Owens, Esq. 2750 N. 29th Ave., Suite 209A Hollywood, Florida 33020</p>
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You will not be charged for these lawyers. They will be paid as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will make an application to the Court for an award of reasonable attorney's fees not to exceed \$900,000 and costs. Class Counsel's application to the Court will be made prior to the final hearing. The Court will determine the amount of attorneys' fees and costs to award, if any, which will be paid separately from the benefits to the Class. Class Counsel will also request that monies be paid to the named Plaintiff for helping the lawyers on behalf of the whole Class. The Plaintiff incentive payment request will not exceed \$10,000. Defendant will pay the cost of claims administration, which is estimated to be \$184,000. Defendant will oppose Class Counsel's petition for an incentive payment and for attorney's fees up to \$900,000, and will oppose, in part, Class Counsel's request to be reimbursed for costs.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to give final approval to the settlement?

The Court will hold a Final hearing on **September 15, 2026** at 10:30 a.m. at the courthouse at 312 North Spring Street, Los Angeles, CA 90012, before the Honorable Carolyn B. Kuhl, in Courtroom 012.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.HHClassAction.com for updates. At the final hearing, the Court will consider whether the Agreement is fair, reasonable, and adequate to the Class. The Court will also consider how much to pay Class Counsel and the individual Class representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to give its final approval to the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But you may 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 properly submit your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the final hearing. To do so, you must file a "Notice of Intent to Appear." In that notice, you must include the following:

- Your name, address, telephone number, and e-mail address;
- The name, address, e-mail address, and telephone number of any lawyer or lawyers who will be appearing on your behalf at the final hearing;
- The name of the case (*Amber Manassa v HH-Entertainment, Inc.*, Case No. 20STCV40148); and
- Your signature and, if you have one, your lawyer's signature.

Your Notice of Intent to Appear must be filed with the Court no later than **July 27, 2026**, with copies served on counsel for all parties.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will still receive a voucher for credit monitoring from the settlement, but you must follow the instructions set forth on the voucher in order to redeem the credit monitoring. 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 the Defendant about the claims that this settlement resolves, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Agreement. You can review a complete copy of Agreement and other information at the settlement website, www.HHClassAction.com. If you have additional questions or want to request a claim form, you can visit the settlement website. You can also write to the Claims Administrator by mail or e-mail, or call toll-free. The Claims Administrator's address is: *Manassa v. HH-Entertainment, Inc.*, Claims Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

The Claims Administrator's e-mail address is info@HHClassAction.com. If you wish, you can also contact class counsel, whose names and addresses are provided earlier in this notice.

Updates will be posted at www.HHClassAction.com as information about the settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS CASE