

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JAMES ROWE, individually and on behalf of all others similarly situated,)	
)	Case No. 10 CV 3314
Plaintiff,)	
)	Magistrate Judge Nolan
v.)	(consent filed)
)	
NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION, d/b/a METRA, an Illinois corporation)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter coming before the Court on the joint request of the parties for preliminary approval of a Class Action Settlement Agreement and Release, (“Settlement Agreement”) and based upon the papers submitted to the Court and all of the proceedings had in this matter to date, IT IS HEREBY ORDERED:

1. Solely for purposes of settlement, the following “Settlement Class” is certified pursuant to Fed. R. Civ. P. 23(b)(3): All persons who, from February 8, 2010 through June 4, 2010, were issued an electronically printed receipt from a ticket vending machine on the Metra Electric line which contained the expiration date of the credit card or debit card used in the transaction.
2. Based on the parties’ stipulations, and for settlement purposes only: (A) the class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether or not the TVMs on the Metra Electric line issued receipts for credit card and debit card transactions which contained expiration dates in violation of the Fair and Accurate Credit Transactions Act of 2003 (“FACTA”); (C) the claims of Plaintiff James Rowe are typical of the Class Members’ claims; (D) Plaintiff James Rowe is an appropriate and adequate

representative for the Class and his attorneys, Larry D. Drury of Larry D. Drury, Ltd. and John H. Alexander of John H. Alexander & Associates LLC are hereby appointed as Class Counsel; and (E) a class action is the superior method for the fair and efficient adjudication of the claims of the Settlement Class.

3. The Court finds that the proposed settlement is within the range of fairness and reasonableness and adequacy and grants preliminary approval to it. In the event that the proposed settlement is not finally approved for any reason, Defendant shall, pursuant to the Settlement Agreement, retain its right to contest certification of the Class.

4. The Court approves the proposed forms of notice to the Class, and directs that notice be implemented in accordance with Paragraph 2.4 of the Settlement Agreement. Counsel will file an affidavit with the Court, no later than January 3, 2012, attesting that notice has been so published and posted.

5. The Court finds that the notice proposed in Paragraph 2.4 of the Settlement Agreement is the only notice to the Class Members that is required and further finds that such notice satisfies all of the requirements of due process and Fed. R. Civ. P. 23(b)(3).

6. Class Members shall have until November 21, 2011 to send in a claim form, opt out or object to the proposed Settlement Agreement. Class Notice is to be provided by October 5, 2011.

7. Defendant will give will give the appropriate Illinois state official a notice of settlement pursuant to CAFA, 28 U.S.C. §1715, no later than September 29, 2011.

8. Any Class Member who wants to receive a monetary portion of the Settlement Fund shall file a Claim Form, which will be available for download at www.metrotransit.com or by

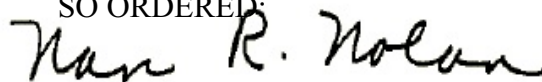
contacting Class Counsel. To be timely, a Claim Form must be sent to the Class Settlement Administrator and postmarked by November 21, 2011.

9. Any Class Member who desires to exclude himself or herself from the Class shall not be bound by the Settlement Agreement and shall not be entitled to any of its benefits. To be timely, a request for exclusion must be sent to the Class Settlement Administrator and postmarked by November 21, 2011. To be effective, the request for exclusion must make clear that exclusion is sought by stating: “EXCLUDE ME FROM THE ROWE V. METRA SETTLEMENT. I UNDERSTAND THAT BY OPTING OUT OF THE SETTLEMENT, I WILL NOT RECEIVE ANY BENEFITS THAT I WOULD OTHERWISE BE ENTITLED TO IF I PARTICIPATED IN THE SETTLEMENT CLASS.” The request for exclusion must also contain the excluded Class Member’s name, address, and signature.

10. Any Class Member who objects to the Settlement contemplated by the Settlement Agreement shall have a right to appear and be heard at the Final Approval Hearing provided that such Class Member files with the Clerk’s Office and delivers to Class Counsel and Defendant’s Counsel a written notice of objection together with a statement of reasons for the objection, postmarked by November 21, 2011. Class Counsel and Defendant’s Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law served no later than January 5, 2012. An objector’s attorney shall file an appearance with the Clerk of the Court, with copies to counsel. Any Class Member who exercises his or her right to object to this Settlement Agreement will be responsible for his or her own attorneys’ fees and costs. Any objections must be in writing and timely submitted or else they are waived. All objectors shall identify all other cases in which they filed an objection, as to the caption of the case, case number and the venue where the case was filed.

11. A Final Approval Hearing on the fairness and reasonableness of the Settlement Agreement will be held before this Court on January 10, 2012 at 10:00 a.m.

SO ORDERED:

Handwritten signature of Nan R. Nolan in black ink.

Magistrate Judge Nolan
9/21/2011