

COCHRAN V. BURGERVILLE, LLC

CIRCUIT COURT OF OREGON COUNTY OF MULTNOMAH

Case No. 18CV44864

Must Be Postmarked No Later Than March 05, 2020

Claim Form

CLAIMANT INFORMATION				
First Name	M.I.	Last Name		
Primary Address				
Primary Address Continued				
City			State	Zip Code
Foreign Province	Foreign Pos	stal Code	Foreign Country	Name/Abbreviation

Claim for Compensatory Relief and/or Credit Monitoring

By my signature below, Claimant declares, under penalty of perjury, that my Settlement Claim is true and correct to the best of my knowledge and belief, and that

- 1. I am a member of the Settlement Class in *Cochran v. Burgerville, LLC* because:
 - a. I used a debit or credit card to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018; and
 - b. I am not an officer or director of Burgerville; and
 - c. I am not a judge or a member of the staff or immediate family member of any judge to whom *Cochran v. Burgerville, LLC* has been assigned; and
- 2. I have not validly opted out or excluded myself from the Settlement Class in Cochran v. Burgerville, LLC; and

1

3. I am entitled to the relief requested below.



FOR CLAIMS		DOC	RED
PROCESSING	СВ	LC	A
ONLY		REV	В

By submitting this claim, I declare under penalty of perjury that the above and below statements are true and I acknowledge that I hold KCC harmless from any and all losses, claims, liabilities, damages, or suits arising out of or in connection with the issuance of any distribution payment in this matter, including those resulting from the submission of incorrect contact information or fraud.

Signature:		Dated (mm/dd/yyyy):
Email Address		
Area Code	Telephone Number (Home)	Area Code Telephone Number (Work)

Deadline for Submitting Claim Form: Settlement Class Members seeking any benefit under the Settlement Agreement in *Cochran v. Burgerville, LLC* must timely complete and submit this written Claim Form and provide any required documentation to the Settlement Administrator, postmarked or submitted electronically on or before March 05, 2020. Claim Forms submitted after the Claims Deadline are not timely and shall be rejected.

If you qualify for and are requesting the relief described under A and/or B, please fill in the circle next to the A and/or B below. If you qualify for and are requesting the relief described under C, please fill in the circle next to the C below, but not next to A or B.

If you are a member of the Settlement Class and you have not previously enrolled in the credit monitoring program offered by AllClearID at Burgerville's expense, you qualify for the relief set forth in D. If you are requesting that relief, please fill in the circle next to D.

Compensatory Relief

A.

I HAVE experienced Identity Theft or other fraud and seek expense reimbursement. I can demonstrate that I have experienced Identity Theft or other fraud relating to the misuse of my Personally Identifiable Information ("PII") caused by the Burgerville Security Incident and I seek expense reimbursement for those expenses that have not been otherwise reimbursed. Claimants who can demonstrate that they have experienced Identity Theft or other fraud arising from the misuse of their PII caused by the Burgerville Security Incident may seek reimbursement for documented, actual out-ofpocket expenses that were necessarily incurred as a result of, or in order to mitigate or prevent damage to them, due to the Burgerville Security Incident, and which have not otherwise been reimbursed, including costs associated with: (i) credit monitoring or identity theft insurance purchased directly by the claimant; (ii) obtaining a credit report; (iii) a credit freeze; (iv) cancelling a payment or credit card or obtaining a replacement card; (v) closing a bank account and/or opening a new bank account; (vi) postage, long-distance phone charges, express mail and other incidental expenses; (vii) overdraft and/ or overdraft protection fees; (viii) late or missed payment fees or charges; (ix) the increase in interest on credit cards or other loans caused by a late or missed payment; and (x) damage to credit and costs associated with a decreased credit score, so long as such expenses, charges, or the like identified in (i) through (x) were incurred primarily as a result of the Burgerville Security Incident. Total reimbursement for such expenses is capped at \$3,000 per person. Documentation (a) that I experienced Identity Theft or other fraud relating to the misuse of my PII caused by the Burgerville Security Incident and (b) that reasonably establishes the amount of the expenses I incurred and the fact that the expenses were incurred, and not otherwise reimbursed, including receipts, credit card statements, voided checks, and bank statements, or the like, must be attached to and/or otherwise submitted with this Claim Form, or the claim will be denied.

I hereby seek reimbursement of \$			•		[not to exceed \$3,000] and I attach the required documentation
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and/or

B.

I HAVE experienced Identity Theft or other fraud and seek Compensation for lost time. I can demonstrate that I have experienced Identity Theft or other fraud relating to the misuse of my Personally Identifiable Information ("PII") caused by the Burgerville Security Incident and I seek compensation for lost time that I personally incurred in connection with addressing the Identity Theft or fraud relating to the misuse of my PII. Claimants are entitled to compensation for at least two (2) hours and up to a maximum of six (6) hours at the rate of \$15.00 per hour. To the extent the time I spent exceeds two hours, I am attaching a detailed explanation of the time spent supported by documentation reasonably verifying that explanation, such as copies of correspondence, phone records, or receipts. Such explanation and supporting documentation along with documentation that you experienced Identity Theft or other fraud relating to the misuse of your PII caused by the Burgerville Security Incident must be attached to and/or otherwise submitted with this Claim Form, or the claim or that portion of the claim will be denied.

I hereby seek reimbursement for lost time of hours, which entitles me to compensation in the amount of

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\$		[not to exceed \$90] and I attach any required documentation.
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or

C.

I HAVE NOT experienced Identity Theft or other fraud but seek expense reimbursement. I have not experienced Identity Theft or other fraud relating to the misuse of my Personally Identifiable Information ("PII") caused by the Burgerville Security Incident but I did incur out-of-pocket expenses for which I seek expense reimbursement. Claimants who cannot demonstrated that they have experienced Identity Theft or other fraud caused by the Burgerville Security Incident but did incur out-of-pocket expenses caused by the Burgerville Security Incident may seek reimbursement for documented, actual out-of-pocket expenses that were incurred as a result of the Burgerville Security Incident, which has not otherwise been reimbursed, including: (i) costs associated with credit monitoring or identity theft insurance purchased directly by the claimant; (ii) costs associated with requesting a credit report; (iii) costs associated with a credit freeze; (iv) costs associated with cancelling a payment or credit card and/or obtaining a replacement card; (v) costs associated with closing a bank account; and (vi) postage, long-distance phone charges, express mail expense, and other incidental expenses incurred, so long as such expenses identified in (i) through (vi) were incurred primarily as a result of the Burgerville Security Incident. Total reimbursement for such expenses incurred and the fact that the expenses were caused by the Burgerville Security Incident, including receipts, credit card statements, voided checks, and bank statements, or the like, must be attached to and/or otherwise submitted with this Claim Form, or the claim will be denied.

I hereby seek reimbursement of \$. [not to exceed \$250] and I attach the required documentation.

Credit Monitoring

D.

I did not previously enroll in the free credit monitoring program offered by Burgerville. I now request to be enrolled in the credit monitoring offered by AllClearID to be paid for by Burgerville for a period of two years from the Effective Date of the Settlement. Claimants who did previously enroll in the free credit monitoring program offered by Burgerville through AllClearID have had their enrollments renewed automatically for a second year at Burgerville's expense.



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