

CIRCUIT COURT FOR THE STATE OF OREGON FOR MULTNOMAH COUNTY

If you used a credit or debit card at a Burgerville restaurant from September 12, 2017 through September 30, 2018, you may be eligible for compensation from a class action Settlement.

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

- A proposed Settlement has been reached with Burgerville LLC in a class action lawsuit relating to a data breach arising out of a third-party cyberattack during which an international hacking organization placed malware on Burgerville’s network in an effort to collect customer payment card information including names, card numbers, expiration dates and CVV numbers (the “Security Incident”).
- The Settlement includes everyone whose debit or credit card was used to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018.
- The Settlement provides credit monitoring and cash payments for expenses related to or caused by the Security Incident, including out-of-pocket expenses and costs, and lost time.
- Your legal rights are affected by this Settlement. Read this Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| SUBMIT A CLAIM | This is the only way to receive credit monitoring or a cash payment. |
| ASK TO BE EXCLUDED | You will not receive credit monitoring or a cash payment, but you will keep any rights you have to initiate your own separate lawsuit against Burgerville about the Security Incident and the claims resolved by this Settlement. |
| OBJECT | Write to the Court with reasons why you do not like the Settlement. |
| GO TO THE HEARING | Ask to speak in Court about the fairness of the Settlement. |
| DO NOTHING | You will not receive credit monitoring or a cash payment. You will also give up your rights to be part of any lawsuit against Burgerville related to the Security Incident and the claims resolved by this Settlement. |

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. Credit monitoring and payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. Why was this Notice issued and why should I read it?

The Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This Notice explains your legal rights and options, and the deadlines to exercise them, before the Court decides whether to approve the Settlement.

Judge Kathleen Dailey of the Circuit Court for the State of Oregon for Multnomah County is overseeing this case known as *Chris Cochran, et al. v. Burgerville LLC*, Case No. 18CV44864, which has been consolidated with *Maureen Brennan v. Burgerville LLC*, Case No. 18CV50994. Together these lawsuits are called the “Action”. The people who filed the lawsuits are called the Plaintiffs. Burgerville LLC is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Burgerville did not adequately safeguard customer payment card information and should be held responsible for the Security Incident. Burgerville denies these claims.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide which side is right in the Action. Instead, both sides agreed to a Settlement. The Settlement is not an admission of wrongdoing, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get credit monitoring and cash payments. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and in the best interests of class members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement as a “Settlement Class Member” if you used your debit or credit card to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018.

6. Are there exceptions to being included in the Settlement?

Yes, Burgerville’s officers or directors and the judge or judges to whom this matter is assigned and any member of the judges’ staffs, or the judges’ immediate family members are not included in the Settlement.

7. What if I am not sure whether I am included in the Settlement?

If you are still not sure whether you are included in the Settlement, visit www.burgervillesettlement.com call 1-844-264-8221 or write to Cochran v. Burgerville Settlement Administrator, P.O. Box 43214, Providence, RI 02940-3214

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide credit monitoring and cash payments to Settlement Class Members who submit valid Claims. The benefits you qualify for will depend on whether, on the date you file a Claim Form, you have or have not experienced Identity Theft or other fraud relating to the misuse of their personally identifiable information caused by the Security Incident and whether or not you previously enrolled in the free credit monitoring program offered by Burgerville.

Identity Theft is the fraudulent acquisition and use of your personally identifiable information for financial gain.

Personally identifiable information or PII refers to your payment card information.

9. What can I get if I did NOT experience Identity Theft or of my PII?

Settlement Class Members who have not experienced Identity Theft or other fraud relating to the misuse of their PII caused by the Security Incident but did incur out-of-pocket expenses may file a Claim Form to receive reimbursement for documented, actual out-of-pocket expenses that were incurred as a result of the Security Incident and have not been reimbursed.

These out-of-pocket expenses must be documented and include:

- costs associated with credit monitoring or identity theft insurance;
- costs associated with requesting a credit report;
- costs associated with a credit freeze;
- costs associated with cancelling a payment or credit card and/or obtaining a replacement card;
- costs associated with closing a bank account or opening a new bank account; and
- postage, long-distance phone charges, express mail expense, and other incidental expenses.

The maximum reimbursement payment is \$250 per person.

10. What can I get if I experienced Identity Theft or of my PII?

Settlement Class Members who can demonstrate that they experienced Identity Theft or other fraud relating to the misuse of their PII caused by the Security Incident and have documented out-of-pocket expenses that were incurred as a result of, or in order to mitigate or prevent damage, due to the Security Incident and have not been reimbursed may file a Claim Form to receive compensation for lost time and reimbursement for documented, unreimbursed, out-of-pocket costs.

- **For Compensation for lost time:** Settlement Class Members may claim 2-6 hours at the rate of \$15.00 per hour for time that they personally spent addressing Identity Theft or fraud relating to the misuse of their PII.
- **For Reimbursement for documented, unreimbursed, out-of-pocket costs:** Settlement Class Members may claim up to \$3,000 for the costs associated with costs incurred as a result of the Security Incident that have not been reimbursed. These costs must be documented and include:
 - credit monitoring or identity theft insurance;
 - obtaining a credit report;
 - credit freeze;
 - cancelling a payment or credit card or obtaining a replacement card;
 - closing a bank account and/or opening a new bank account;
 - postage, long-distance phone charges, express mail and other incidental expenses;
 - overdraft and/or overdraft protection fees;
 - late or missed payment fees or charges;
 - the increase in interest on credit cards or other loans caused by a late or missed payment; and
 - damage to credit and costs associated with a decreased credit score
 - if primarily the result of the Security Incident.

11. What if I did NOT previously enroll in the free credit monitoring program?

Settlement Class Members who did not previously enroll in the free credit monitoring program offered by Burgerville may file a Claim Form to request credit monitoring services from AllClearID. The AllClearID credit monitoring program will be paid for by Burgerville for a period of two years from the date the Settlement is approved and becomes final.

12. What if I previously enrolled in the free credit monitoring program?

Settlement Class Members who previously enrolled in Burgerville's voluntary offer of one year of free credit monitoring provided by AllClearID have already automatically had their coverage extended for one year of additional coverage (for a total of two years).

HOW TO GET A CASH PAYMENT AND CREDIT MONITORING—SUBMITTING A CLAIM FORM

13. How do I get a cash payment and credit monitoring?

To request a cash payment as described above or receive credit monitoring if you did not previously enroll in Burgerville's voluntary offer in 2018, you must complete and submit a Claim Form. Claim Forms are available at www.burgervillesettlement.com or by calling 1-844-264-8221. Read the instructions carefully, fill out the Claim Form, include any required documentation, and submit it online or by mail no later than **March 05, 2020**, to:

Burgerville Data Breach Settlement Administrator
P.O. Box 43214
Providence, RI 02940-3214

14. When will I get my payment and credit monitoring?

The Court will hold a hearing on **April 06, 2020** to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than one year. It also takes time for all the Claim Forms to be processed. Please be patient.

15. What am I giving up in exchange for the Settlement?

Generally, if the Settlement is approved and becomes final, and you did not exclude yourself from it, you will give up your right to start, continue with, or be part of any other lawsuit against Burgerville and certain related parties for any and all claims related to the Security Incident and released by the Settlement Agreement and Release.

More specifically, you will release Burgerville LLC, and its current and former parent companies, subsidiaries, affiliated individuals and entities, divisions, legal successors, predecessors, assigns, and joint venturers, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under or in concert with any of them (“Released Persons”) for any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, that relate to, are based on, concern, or arise out of any allegation that Burgerville or any of the other Released Persons has any liability for the Security Incident; or were asserted or could have been asserted (whether individually or on a class-wide basis) in the Action, including without limitation, any claims alleging negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation, unjust enrichment, bailment, wantonness, and/or failure to provide adequate notice pursuant to any breach notification statute or common law duty, and any federal, state, or local statutory or regulatory claims, including, but not limited to, consumer protection laws and unfair and deceptive trade practice acts or other common laws or statutes of all fifty states or of the United States, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that has or could have been asserted against any of the Released Persons based on, relating to, concerning, or arising out of the Security Incident (including but not limited to the theft of or compromise of Personal Information) or the allegations, facts or Circumstances at issue in the Action, including unknown claims.

Complete details about what you will be giving up in exchange for the Settlement can be found in the Settlement Agreement and Release. The Settlement Agreement and Release is available at www.burgervillesettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, but you want to keep the right to sue Burgerville about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

16. If I exclude myself, can I get a cash payment or credit monitoring from this Settlement?

No. If you exclude yourself, you will no longer be eligible to receive the cash payments or credit monitoring provided by this Settlement. However, you will keep your rights to sue or continue to sue Burgerville (and the Released Persons) for the claims that this Settlement resolves. You will not be bound by any orders or judgements of the Court in this case.

17. If I do not exclude myself, can I sue Burgerville for the same claims later?

No. Unless you exclude yourself, you give up any right to sue Burgerville (and the Released Persons) for the claims that this Settlement resolves. You will be bound by all orders and judgements of the Court.

18. How do I exclude myself from the Settlement?

To exclude yourself, you must send a letter to the Settlement Administrator. Your letter must: (1) state that you want to be excluded from the Settlement in *Chris Cochran, et al. v. Burgerville LLC*, Case No. 18CV44864; (2) include your name and address; (3) indicate the total number of debit and credit cards you used to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018; and (4) include your signature. You must mail your written request for exclusion postmarked by **March 05, 2020**, to:

Burgerville Data Breach Settlement Administrator
P.O. Box 43214
Providence, RI 02940-3214

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or a part of it by objecting to the Settlement. The Court will consider your views before making a decision to approve the Settlement. To object, you must file a written objection in this case, *Chris Cochran, et al. v. Burgerville LLC*, Case No. 18CV44864, with the Clerk of Court, and mail copies to Class Counsel and Defense Counsel at the addresses below.

Your objection must include: (1) your full name, current address, telephone number, and email address (if any); (2) a statement that you are a Settlement Class Member, including an attestation that you made a purchase using a debit or credit card at a Burgerville restaurant from September 12, 2017 through September 30, 2018 and identify the address of the location where you made your purchase; (3) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable; (4) the identity of all counsel representing you, if any; (5) a written statement indicating whether you intend to appear or testify at the final approval hearing and the identity of all counsel, if any, who will appear at the final approval hearing on your behalf; (6) a list of all persons who will be called to testify at the final approval hearing in support of your objection; (7) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action Settlement within the last three years; and (8) your signature and the signature of your duly authorized attorney.

To be considered, your objection must be **filed** with the Clerk of the Court for the Circuit Court of Oregon County of Multnomah no later than **March 05, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **March 05, 2020**:

| Court | Class Counsel | Defense Counsel |
|---|--|--|
| Clerk of the Court Multnomah County Courthouse 1021 SW Fourth Avenue Portland, OR 97204-1123 | William B. Federman Federman & Sherwood 10205 North Pennsylvania Ave. Oklahoma City, OK 73120 | Steven Wilker, Frank Weiss, Eric Beach, and Megan Houlihan Tonkon Torp LLP 888 SW Fifth Ave., 16th Floor Portland, OR 97204 |

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any of the Settlement benefits. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood, Michael Fuller of OlsenDaines, Kelly Jones of The Law Office of Kelly Jones, and Justin Baxter of Baxter & Baxter, LLP as Class Counsel to represent Settlement Class Members.

22. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses of up to \$203,000. Class Counsel will also ask the Court to approve \$1,500 service award payments for each of the four Representative Plaintiffs (a total of \$6,000).

Any award of attorneys' fees and expenses for Class Counsel, and service awards to the Representative Plaintiffs must be approved by the Court. The Court may award less than the amounts requested. If approved, these amounts will be paid by Burgerville and will not reduce the amount of cash payments available to Settlement Class Members. Class Counsel's preliminary application for attorneys' fees, costs and expenses, and service awards will be filed no later than before the final fairness hearing, and these documents will be posted on the Settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a final approval hearing at 9:00 a.m. on **April 06, 2020** at the Multnomah County Courthouse located at 1021 SW Fourth Avenue, Portland, Oregon 97204-1123 in Courtroom 716 before the Honorable Judge Kathleen Dailey. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and should be granted final approval. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing and make a decision regarding Class Counsel's request for attorneys' fees and expenses and service awards. The hearing may be moved to a different location, date or time without additional notice, so it is a good idea to check for updates at www.burgervillesettlement.com or by calling 1-844-264-8221.

24. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Judge may have. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

25. May I speak at the hearing?

Yes, you may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get a cash payment from this Settlement, and, unless you previously signed up for Burgerville's voluntary credit monitoring program, you will not receive any free credit monitoring from this Settlement. In addition, if the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Burgerville or any of the other Released Persons about the Security Incident, ever again.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement and Release. A copy of the Settlement Agreement and Release is available at www.burgervillesettlement.com. You may also call the Settlement Administrator with questions (or to get a Claim Form) at 1-844-264-8221 (toll-free number).