

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”), dated as of November 8, 2019, is made by and among the following parties: (i) Kira Classen, Andrew Perkins, Kenneth Ward, and John Beliveau (“Representative Plaintiffs”), individually and on behalf of the Class, by and through 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 (“Class Counsel”); and (ii) Burgerville LLC (“Burgerville”), by and through its counsel of record Steven Wilker, Frank Weiss, Eric Beach, and Megan Houlihan of Tonkon Torp LLP.

RECITALS

A. On or about October 16, 2018, the Representative Plaintiffs filed an Amended Class Action Complaint in the Circuit Court for the State of Oregon for Multnomah County styled *Chris Cochran, et al. v. Burgerville LLC*, Case No. 18CV44864, consolidated with *Maureen Brennan v. Burgerville LLC*, Case No. 18CV50994 (the “Action”), in which they allege individually, and on behalf of the Class, that they suffered damages as a consequence of Burgerville’s negligence in connection with a data breach (the “Security Incident”) that was announced by Burgerville on October 3, 2018.

B. Burgerville denies all material allegations made by Plaintiffs in the Action, and specifically disputes that it is liable in any way for the Security Incident and further denies that the Representative Plaintiffs and putative class members are entitled to any relief from it. Nonetheless, given the risks, uncertainties, burden and expense of continued litigation, Burgerville has agreed to settle the Action on the terms set forth in this Agreement, subject to court approval.

C. This Agreement resulted from good faith, arm's length, settlement negotiations that took place over the course of 3 months.

D. Class Counsel represent that they conducted a thorough examination of the relevant law and facts to assess the merits of the claims to be resolved in this litigation, Burgerville's financial condition, and how to best serve the interests of the putative class in the Action. This investigation included a review of financial information provided by Burgerville and an interview with Joe O'Brien, Burgerville's Chief Financial Officer. Based upon this examination, and the negotiations discussed above, Class Counsel have concluded, taking into account the contested issues involved, the risks, uncertainty and cost of additional litigation, the financial condition of the defendant, and the substantial benefits to be received by the Settlement Class under this Agreement, that a settlement with Burgerville on the terms and conditions set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class.

E. The Parties understand and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of this Agreement, and is not an admission of wrongdoing or liability on the part of any of the Parties.

F. The Parties agree that the Settlement Class may be certified for settlement purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of the class is for purposes of settlement only. If, for any reason, the settlement contemplated in this Agreement is not approved, the certification will have no force or effect and will immediately and automatically be revoked. The Parties

further agree that certification for purposes of settlement is in no way an admission that class certification is proper under Rule 32 of the Oregon Rules of Civil Procedures, or any other potentially applicable statute or rule. This Agreement shall not prejudice Burgerville's right to oppose class certification in the Action or in any other action or proceeding.

G. The settlement contemplated by this Agreement is subject to preliminary and final approval by the court, as set forth herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all claims and causes of action asserted against Burgerville and the other Released Persons arising out of the events at issue in the Action or arising out of or relating to the Security Incident, by and on behalf of the Representative Plaintiffs and the Settlement Class Members.

1. DEFINITIONS

As used in this Agreement, the following capitalized terms have the meanings specified below:

1.1 "Approved Claim" means a Settlement Claim approved by the Claims Administrator pursuant to Section 3.4 of this Agreement.

1.2 "Claims Administration" means the processing of Claim Forms received from Settlement Class Members and the processing of Approved Claims by, or as directed by, the Claims Administrator.

1.3 "Claims Administrator" means KCC, LLC, as agreed by the Parties, which is experienced in formulating and effectuating notice programs and administering class action claims, including claims similar to those at issue here.

1.4 "Claims Deadline" means the deadline by which Settlement Class Members must submit any Settlement Claims.

1.5 “Claim Form” shall mean the claim form substantially in the form attached as Exhibit 1, or a claim form approved by the Court that is substantially similar to Exhibit 1.

1.6 “Class” means all persons whose debit or credit card was used to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018, with the exclusion of 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.

1.7 “Class Counsel” means Michael Fuller of OlsenDaines, Kelly Jones of The Law Office of Kelly Jones, and Justin Baxter of Baxter & Baxter LLP, together with Lead Counsel.

1.8 “Class Member” and “Class Members” means all persons who fall within the definition of the Class.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in Section 11.1 have occurred and been met.

1.10 “Identity Theft” means the fraudulent acquisition and use of a person’s personally identifiable information for financial gain.

1.11 “Judgment” means a final order and judgment rendered by the Court that, among other things, finally approves the Settlement Agreement and is consistent with Sections 5.2 and 11.1(c) and (d) and is in the form of, or materially similar to, the form of the proposed Final Approval Order and General Judgment attached as Exhibit 2.

1.12 “Lead Counsel” means William B. Federman, of Federman & Sherwood.

1.13 “Notice Program” shall mean the process set forth in Section 6 of this Agreement.

1.14 “Parties” means, collectively, Burgerville and Representative Plaintiffs (individually and on behalf of the Class).

1.15 “PII” means personally identifiable information, including payment card information.

1.16 “Preliminary Approval Order” means an order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Class, in the form of, or materially similar to, the form of proposed Preliminary Approval Order attached as Exhibit 3.

1.17 “Released Persons” means 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.

1.18 “Released Claims” shall mean 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, of any Settlement Class Member that: (a) 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 (b) 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 any Settlement Class Member has, has asserted, could have asserted, or could assert 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, without limitation, Unknown Claims. The Release Claims shall not include any Settlement Class Member's right to enforce this Agreement.

1.19 "Representative Plaintiffs" means Kira Classen, Andrew Perkins, Kenneth Ward, and John Beliveau, on their own behalf and on behalf of the Class.

1.20 "Security Incident" means the data breach announced by Burgerville on October 3, 2018.

1.21 “Settlement Agreement” or “Agreement” means this agreement.

1.22 “Settlement Benefits” means the amounts potentially recoverable and the protection potentially receivable by a Settlement Class Member under Section 2 of this Agreement, and the agreements concerning Burgerville’s business practices in Section 4 of this Agreement.

1.23 “Settlement Claim” means a claim or request by means of a Claims Form for any of the Settlement Benefits.

1.24 “Settlement Class” means all Class Members except: (i) those who timely and validly request exclusion from the Settlement Class pursuant to Section 7; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

1.25 “Settlement Class Member” and “Settlement Class Members” means all persons who fall within the definition of the Settlement Class.

1.26 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her decision not to object to this Settlement Agreement and/or to participate in the Settlement Class.

With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542 to the extent applicable, and also any and all provisions, rights, and

benefits conferred by any law of any state, province or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must materially affected his or her settlement with the debtor.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of this Settlement Agreement.

2. COMPENSATORY RELIEF AND CREDIT MONITORING

2.1 Settlement Class Members who have not, as of the time they submit their Claim Form to the Claim Administrator, demonstrated that they experienced Identity Theft or other fraud relating to the misuse of their PII caused by the Security Incident shall be entitled to receive reimbursement for documented, actual out-of-pocket expenses that were incurred as a result of the Security Incident, which has not otherwise been reimbursed, including: (i) costs associated with credit monitoring or identity theft insurance purchased directly by the claimant, provided

that the product was purchased primarily as a consequence of the Security Incident; (ii) costs associated with requesting a credit report, provided that the claimant requested the credit report primarily as a consequence of the Security Incident; (iii) costs associated with a credit freeze, provided that the claimant requested the credit freeze primarily as a result of the Security Incident; (iv) costs associated with cancelling a payment or credit card and/or obtaining replacement card, provided that the claimant requested the cancellation or replacement primarily as a result of the Security Incident; (v) costs associated with closing a bank account or opening a new bank account, provided that the claimant requested the closing or opening primarily as a result of the Security Incident; and (vi) postage, long-distance phone charges, express mail expense, and other incidental expenses incurred primarily as a result of the Security Incident. The maximum payment for reimbursement under this subsection shall not exceed \$250 per person.

2.2 Settlement Class Members who can, as of the time they submit their Claim Form to the Claim Administrator, 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 necessarily incurred as a result of, or in order to mitigate or prevent damage to them, due to the Security Incident, which has not otherwise been reimbursed, as set forth in Section 2.2 B below, shall be entitled to receive:

A. Compensation for lost time that they personally incurred in connection with addressing the Identity Theft or fraud relating to the misuse of their PII of 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 that the time spent exceeds two hours, the claimant must

provide documentation reasonably substantiating the time spent in the manner described in Section 2.4 C(ii) below.

B. Reimbursement for documented, unreimbursed, out-of-pocket costs that the claimant personally incurred to discover, mitigate, or prevent damage due to the Security Incident and losses that they personally suffered associated with Identity Theft or fraud relating to the misuse of their PII caused by the Security Incident, and which have not otherwise been reimbursed, up to, but not exceeding, \$3,000 per claimant, including costs associated with: (i) credit monitoring or identity theft insurance purchased directly by the claimant, provided that the product was purchased primarily as a result of the Security Incident; (ii) obtaining a credit report, provided that the claimant requested the report primarily as a result of the Security Incident; (iii) a credit freeze, provided that the claimant requested the freeze primarily as a result of the Security Incident; (iv) cancelling a payment or credit card or obtaining a replacement card, provided that the claimant requested the cancellation and/or replacement was primarily the result of the Security Incident; (v) closing a bank account and/or opening a new bank account, provided that the claimant requested the closing and/or opening was primarily the result of the Security Incident; (vi) postage, long-distance phone charges, express mail and other incidental expenses incurred as a result of the Security Incident; (vii) overdraft and/or overdraft protection fees, provided that the fees were incurred as a result of the Security Incident; (viii) late or missed payment fees or charges, provided that the fees or charges were incurred as a result of the Security Incident; (ix) the increase in interest on credit cards or other loans caused by a late or missed payment that was a result of the Security Incident; and (x) damage

to credit and costs associated with a decreased credit score if primarily the result of the Security Incident.

2.3 Settlement Class Members, who did not previously enroll in the free credit monitoring program offered by Burgerville, who validly submit a Claim Form to the Claim Administrator requesting credit monitoring services, shall be enrolled in the AllClearID credit monitoring program paid for by Burgerville for a period of two years from the [Effective Date]. Settlement Class Members who previously enrolled for the one year of free credit monitoring provided by AllClearID that Burgerville voluntarily offered shall automatically have their coverage extended for one year of additional coverage (for a total of two years).

2.4 Settlement Class Members seeking any benefit under Sections 2.1, 2.2 or 2.3 above must timely complete and submit a written Claim Form to the Claim Administrator, postmarked, or submitted electronically in accordance with the requirements for electronic submission of a Claim Form on or before the Claims Deadline.

A. Claim Forms submitted after the Claims Deadline are not timely and shall be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Parties propose a Claims Deadline that is the 90th day after the commencement of the Notice Program.

B. The Claim Form must be verified by the Settlement Class Member with a statement that he or she qualifies as a Settlement Class Member and that his or her Settlement Claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. The Claim Form may be completed electronically in accordance with the requirements for electronic submission

of a Claim Form. Documentation, where required, may be submitted electronically in accordance with the procedures for electronic Claim Form submission and failure to provide such supporting documentation as is requested on the Claim Form shall result in denial of the Settlement Claim in question with respect to any remedy requiring such documentation.

C. Without limiting any other requirement, condition or procedure set forth herein, any Settlement Claim must satisfy the following criteria as applicable:

(i) For any Settlement Claim seeking reimbursement of out-of-pocket expenses under Section 2.1 or 2.2 B above, the Settlement Class Member seeking reimbursement must submit with the Claim Form documentation that reasonably establishes the amount of the expenses incurred and the fact that the expenses were incurred as a result of the Security Incident. Valid documentation includes receipts, credit card statements, voided checks, and bank statements, or the like.

(ii) For any Settlement Claim seeking compensation for lost time personally incurred by a Settlement Class Member in connection with addressing the Identity Theft or fraud under Section 2.2 A above, the Settlement Class Member must provide documentation establishing that he or she suffered out-of-pocket expenses as a consequence of the Security Incident satisfying the criteria set forth in Section 2.4 C(i) above, and, to the extent the Settlement Claim seeks to recover for more than two hours of time, a detailed explanation of the time spent supported by documentation reasonably verifying that explanation, such as copies of correspondence, phone records, or receipts.

(iii) For any Settlement Class Member seeking to enroll in credit monitoring services under Section 2.3 above, the Settlement Class Member must verify on his or her Claim Form, under penalty of perjury, that he or she made a purchase from Burgerville using a payment card between September 12, 2017 and September 30, 2018, and has not previously enrolled in free credit card monitoring offered by Burgerville.

3. CLAIMS PROCESS

3.1 A Settlement Claim shall be deemed an Approved Claim only if and only to the extent that the Settlement Claim and Claim Form in question meet all the requirements of Section 2 that are applicable to such Settlement Claim and Claim Form. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether and, if so, to what extent a Settlement Claim is to be deemed an Approved Claim, subject to Section 3.6.

3.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation or information to determine whether and, if so, to what extent the Settlement Claim included in such Claim Form shall be deemed an Approved Claim, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to provide the requested Claim Supplementation before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days after the Claims Deadline. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (*e.g.*, serious illness, military service, out of the country, lack of cooperation from third parties in possession of required information, and the like) the Claims Administrator shall

provide, a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than 180 days from the initial Claims Deadline.

3.3 Prior to determining whether any Settlement Claim is or is not to be deemed an Approved Claim, the Claim Administrator shall offer Burgerville and Class Counsel a reasonable period of not less than 21 days to review and comment on any or all Settlement Claims and Claim Forms and provide such relevant information as they deem appropriate to the Claims Administrator.

3.4 Following the expiration of the Claims Deadline and all deadlines applicable to requests for Claim Supplementation, the Claims Administrator shall within 45 days (which shall be the Determination Date) determine whether and if so to what extent each Settlement Claim should be deemed an Approved Claim. Such determination shall have no preclusive effect, or evidentiary weight of any kind, in any subsequent proceeding conducted pursuant to Section 3.6, or otherwise.

3.5 The Claims Administrator shall provide periodic updates to Burgerville and Class Counsel regarding Claim Form Submissions, beginning within thirty days after commencement of the Notice Program and continuing every 15 days thereafter. Within 15 days of the Determination Date, the Claims Administrator shall deliver a detailed report (the "Calculation Report") to the Burgerville and Class Counsel setting out the Claims Administrator's determinations of the following:

- A. for those Approved Claims as to which the claimant is entitled to reimbursement for out-of-pocket expenses under Section 2.1,
 - (i) the amount of such reimbursement to be made on each such Approved Claim, and

(ii) the aggregate amount of such reimbursements on all such Approved Claims,

B. for those Approved Claims as to which the claimant is entitled to reimbursement for out-of-pocket expenses and, to the extent applicable, compensation for time spent under Sections 2.2 A and B,

(i) the amount of such reimbursement to be made and, to the extent applicable, the amount of compensation for time spent to be compensated on account of each Approved Claim, and

(ii) the aggregate amount of such reimbursements on all such Approved Claims, and

C. for those Approved Claims as to which the claimant is entitled to enrollment in credit monitoring services under Section 2.3,

(i) the identity of each claimant submitting an Approved Claim requesting such enrollment, and

(ii) the aggregate amount of total enrollments on account of all such Approved Claims.

D. Furthermore, the Claims Administrator shall contemporaneously with the Calculation Report provide Burgerville with copies of Claim Forms and any supporting documentation or Claim Supplementation related to all Approved Claims, to the extent not previously provided.

E. Additionally, the Claims Administrator shall contemporaneously with the Calculation Report, notify each claimant who has submitted a Settlement Claim that has been denied or has been allowed as an

Approved Claim but for less than the amount requested, with a notice describing the disposition of that claimant's Settlement Claim.

3.6 Within thirty (30) days of the issuance of the Calculation Report, Burgerville may contest whether one or more Approved Claims was properly decided, in whole or in part, by the Claims Administrator, by submitting the matter for resolution by a single neutral arbitrator appointed by the Arbitration Service of Portland ("ASP"). Within thirty (30) days of the date of the notice provided for in section 3.5E, a claimant may contest whether one or more Settlement Claims was properly decided, in whole or in part, by the Claims Administrator, by submitting the matter for resolution by a single neutral arbitrator appointed by ASP. The arbitration provided for in this section 3.6 (the "Claim Resolution Process") shall be the exclusive remedy for Burgerville or any claimant to challenge a determination of the Claims Administrator. Burgerville shall be responsible for paying all fees of ASP and all fees of the arbitrator for the Claim Resolution Process. ASP shall endeavor to appoint a single arbitrator to hear and decide all contested decisions of the Claims Administrator regardless whether such arbitrations are initiated by Burgerville or claimants. The arbitrator shall be selected pursuant to the rules and process of ASP, with Class Counsel acting on behalf of any claimant for purposes of arbitrator selection. Once an arbitrator has been appointed to decide one or more contests under this section 3.6, neither Burgerville nor any claimant shall have the right to strike or excuse the arbitrator except for good cause. In the event a single arbitrator is unable to decide all such cases, ASP may appoint an additional arbitrator or arbitrators as necessary, again with Class Counsel acting on behalf of any claimant for purposes of arbitrator selection. The neutral arbitrator's decision shall be binding on Burgerville and all Settlement Class Members who

submitted the Approved Claim(s) at issue. The neutral arbitrator's decision will be based upon a de novo review of the Claim Form and any documentation provided therewith, along with any Claim Supplementation provided pursuant to Section 3.2 and any additional information provided by Burgerville or a claimant pursuant to Section 3.3, along with any written argument made by Burgerville or claimant. No witness testimony or in-person argument shall be permitted. The neutral arbitrator shall issue a decision on the contested claim within thirty (30) days of the submission of all documentation and written argument as provided for in this section 3.6.

3.7 Within sixty (60) after the Effective Date, Burgerville shall remit to the Claims Administrator an amount sufficient to pay any Approved Claims under Sections 2.1 or 2.2 above as of the Effective Date that are not subject to the Claim Resolution Process set forth in Section 3.6. However, to the extent that the total amount to be remitted exceeds \$50,000, at Burgerville's option, it may remit only the first \$50,000 and, thereafter, submit an additional \$15,000 a month until it has remitted an amount sufficient to pay any Approved Claims under Sections 2.1 or 2.2 that are not subject to the Claim Resolution Process set forth in Section 3.6 by the later of one (1) year after the Effective Date or within thirty (30) days of the date of the Calculation Report regarding such Approved Claims. Payments of Approved Claims that are not subject to the Claim Resolution Process shall be paid to the Settlement Class Member asserting such claim by the Claims Administrator within sixty (60) days of its receipt of Burgerville's payment, to the extent the funds remitted are sufficient to pay all such Approved Claims. To the extent the funds remitted by Burgerville are insufficient to pay all Approved Claims under Sections 2.1 or 2.1 (which are not subject to the Claim Resolution Process), the Claims Administrator shall pay the Settlement

Class Members asserting the Approved Claims on a rolling basis in the order in which such Claims were approved by the Claims Administrator as the money becomes available.

3.8 At the conclusion of the Claim Resolution Process pertaining to any Settlement Claim under section 3.6, to the extent that it is determined that the Settlement Class Member has asserted an Approved Claim and is owed money under Sections 2.1 or 2.2, Burgerville shall remit to the Claims Administrator for payment to the Settlement Class Member asserting the Approved Claim the amount determined to be owed by the neutral arbitrator within thirty (30) days of receipt of the neutral arbitrator's final decision.

4. AGREEMENT RELATING TO BURGERVILLE'S BUSINESS PRACTICES

4.1 As a condition of this Agreement, Burgerville agrees to initiate new business practices, as set forth in Sections 4.2 – 4.7 below, or to maintain practices equivalent to those set forth below that it has already initiated since the Security Incident.

4.2 For a period of four years following the Effective Date, Burgerville will maintain in place its existing FireEye email threat detection [software], or its functional equivalent, to detect and manage or quarantine email-borne cyber security threats.

4.3 Within one year of the Effective Date, Burgerville will comply with, and require all of its restaurant locations to comply with, the current Payment Card Industry Data Security Standards (PCI DSS).

4.4 Within one year of the Effective Date, Burgerville will establish a segmented network, including a card holder data zone, which will separate the point of sale system from the rest of the company's internal network.

4.5 Beginning within three months of the Effective Date, Burgerville's IT department, or a qualified outside consultant, will perform periodic risk assessments, on at least a quarterly basis, of the company's information security systems, and will provide the CEO and CFO with quarterly written reports on the status of the company's information security systems identifying material internal and external risks to the company's customers' PII, and recommending any necessary updates to Burgerville's information security systems.

4.6 Within one year of the Effective Date, Burgerville will incorporate into its employee handbook a defined process for employees to report any concerns they have about the Company's security systems. Such concerns will be reviewed and addressed by the senior member of Burgerville's IT department, who will keep the CEO and CFO informed of concerns that are raised and the proposed responses thereto.

4.7 Within one year of the Effective Date, Burgerville will commit to:

- (i) provide training regarding data security measures to be followed as part of the onboarding process for new employees;
- (ii) implement ongoing education for existing employees about protection of PII on an annual basis;
- (iii) provide quarterly email updates to appropriate personnel on cyber risks and trends;
- (iv) create and implement written guidelines for the storage, transmission, and destruction of PII;
- (v) implement a policy restricting the use of email to send unencrypted PII outside the corporate environment;
- and (vi) random testing of corporate email accounts to determine whether there have been any violations of the above-referenced policy or automated software to

encrypt outbound emails containing PII. These measures (i)-(vi) will be implemented within one year of the Effective Date and will remain in place for at least two years thereafter.

5. PRELIMINARY AND FINAL APPROVAL

5.1 As soon as practicable after execution of this Settlement Agreement, Class Counsel shall file a motion with the court for preliminary approval of the Settlement Agreement, requesting entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit 3, requesting:

- (a) Certification of the Class for settlement purposes only;
- (b) Preliminary approval of this Settlement Agreement;
- (c) Appointment of William B. Federman, of Federman & Sherwood, as Lead Counsel.
- (d) Appointment of Michael Fuller of OlsenDaines, Kelly Jones of The Law Office of Kelly Jones and Justin Baxter of Baxter & Baxter LLP, together with Lead Counsel, as Class Counsel.
- (e) Appointment of the Representative Plaintiffs as Class representatives.
- (f) Approval of the Notice Program described in Section 6;
- (g) Approval of a publication notice form, in-store notice, and website notice in substantially the form attached as Exhibit 4;
- (h) Appointment of the Claims Administrator;
- (i) A deadline for the submission of objections to the Settlement Agreement;

(j) A deadline for the submission of any written notice by a Class Member to opt out of the Settlement Agreement as provided for in section 7 below; and

(k) A hearing date for a motion for final approval.

(l) Approval of a Claim Form substantially similar to that attached hereto as Exhibit 1.

5.2 Upon the expiration of the time provided for in the Preliminary Approval Order for objections to the Settlement Agreement, Class Counsel shall file a motion for final approval of the Settlement Agreement. The proposed Final Approval Order and General Judgment that shall be filed with a motion for final approval shall be in form substantially similar to the form attached hereto as Exhibit 2, and shall:

(a) Determine that the Settlement Agreement is fair, adequate, and reasonable;

(b) Finally certify the Settlement Class, for settlement purposes only;

(c) Determine that the Notice Program satisfies due process requirements;

(d) Dismiss all claims in the Action with prejudice;

(e) Release and forever discharge Burgerville and the other Released Persons from the Released Claims; and

(f) Bar and enjoin the Settlement Class Members from asserting any of the Released Claims.

6. NOTICE PROGRAM

Burgerville will develop, in consultation with the Claims Administrator, and subject to approval of the Class Counsel, a Notice Program designed to provide notice to the holders of at least seventy (70%) of the likely Settlement Class Members who used debit and credit cards used to make a purchase at a Burgerville restaurant between September 12, 2017 and September 30, 2018. The Notice Program will include the following components:

6.1 An internet and/or print media campaign designed by the noticing agent to provide notice to at least seventy (70%) of the likely Settlement Class Members.

6.2 Publication in one or more print media.

6.3 Internet notice including through the use of an internet banner on Burgerville.com and servewithlove.us/blog, for at least ninety (90) days, and through a posting on its Facebook page stating: “Notice: If you used a credit or debit card at a Burgerville restaurant between September 12, 2017 and September 30, 2018, please go to this website [settlement website] for information that may affect your rights.”.

6.4 Notice made through postings on the Drive-Thru payment windows of each affected Burgerville location for at least ninety (90) days.

6.5 Notice made through a printing on each receipt from Burgerville restaurants for at least ninety (90) days that includes a link to the settlement website.

6.6 Direct notice through email to Burgerville’s email list.

7. OPT-OUT PROCEDURES

7.1 Each Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator.

7.2 The written opt-out notice must include the individual's name and address, a statement that he or she wants to be excluded from the Settlement Class, the number of distinct debit and credit cards used by the individual to make a purchase at a Burgerville restaurant from September 12, 2017 through September 30, 2018, and the individual's signature. To be effective, the written opt-out notice must clearly manifest a person's intent to be excluded from the Settlement Class and acknowledge that, although the person may proceed individually with a claim, he or she or they may not do so as a part of a class action.

7.3 To be effective, the written opt-out notice must be received no later than the deadline established in the Preliminary Approval Order as set forth in Section 5 above.

7.4 No later than fourteen (14) days after the Claims Deadline, the Claims Administrator shall provide the Parties with copies of completed written opt-out notifications and a final list of all Class Members who have timely and validly excluded themselves from the Settlement Class. Prior to the final approval hearing, Class Counsel shall file with the Court a list of the names of persons who have timely and validly opted out of the Settlement Class

7.5 All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any reimbursement, compensation, or other benefits under, or be bound by, the terms of this Settlement Agreement. All persons falling within the definition of a Settlement Class Member failing to timely and validly submit written opt-out notices of their intent to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and General Judgment entered thereon.

8. OBJECTION PROCEDURES

8.1 Each Settlement Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (a) the objector's full name, current address telephone number, and email address (if any); (b) a statement that he or she is a Settlement Class Member, including an attestation that he or she made a purchase using a payment card at a Burgerville restaurant during the Class Period and identifying the address of the location where he or she made the purchase; (c) a written statement of all grounds for the objection, accompanied by any supporting materials or analysis that the objector believes applicable; (d) the identity of all counsel representing the objector, if any; (e) a written statement indicating whether he or she intends 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 behalf of the objector; (f) a list of all persons who will be called to testify at the final approval hearing in support of the objection; (g) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement in the last three years; and (h) the objector's signature and the signature of the objectors duly authorized attorney.

8.2 To be timely, written notice of an objection in the appropriate form must be filed with the Court no later than the deadline established in the Preliminary Approval Order as set forth in Section 5 above, and served concurrently therewith upon Lead Counsel William B. Federman of Federman & Sherwood at 10205 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120, and defense counsel Steven

Wilker, Frank Weiss, Eric Beach, and Megan Houlihan of Tonkon Torp LLP, 888 SW Fifth Ave., 16th Floor, Portland, OR 97204.

8.3 Any Settlement Class Member who fails to comply with the requirements for objecting set forth in Sections 8.1 and 8.2 above waives and forfeits any and all rights that he or she may have to appear separately or object to this Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

9. RELEASES

9.1 Upon the Effective Date, each Settlement Class Member, including each Representative Plaintiff, is hereby deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Persons from the Released Claims, including Unknown Claims, and further may not then or thereafter institute, maintain, or assert against any of the Released Persons, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting causes of action, claims, damages, equitable, legal or administrative relief, interest, demands, rights, or remedies against the Released Persons (including, without limitation, claims for injunctive relief, declaratory relief, damages, mental anguish, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against any of the Released Persons), whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, that relate to any of the Released Claims, and the Settlement Class Members by operation of the Judgment shall be permanently barred

and enjoined from commencing, prosecuting, or participating in any recovery in any action in any forum in which any of the Released Claims are asserted.

10. PROPOSED CLASS COUNSELS' ATTORNEYS' FEES AND SERVICE AWARD TO REPRESENTATIVE PLAINTIFFS

10.1 Class Counsel will request from the Court, and Burgerville has agreed to pay (subject to Court approval) and has agreed not to object to Class Counsel's request for, an award of reasonable attorneys' fees, costs and expenses up to, but not to exceed, the amount of \$203,000. Class Counsel agree to waive and hereby forgo seeking attorneys' fees and costs and expenses except as provided for in this Settlement Agreement if the Court grants final approval of the Settlement Agreement and enters the Final Approval Order and General Judgment as provided for in section 5.2 above.

10.2 Class Counsel will request from the Court a service award for the Representative Plaintiffs in the amount of \$1,500 per person. Burgerville agrees not to object to this request, and to pay the amount the Court awards to Representative Plaintiffs as a service award up to and including \$1,500 per person.

10.3 Within fourteen (14) days after entry of the Preliminary Approval Order, Burgerville shall pay the first \$50,000 of the aggregate amount of attorneys' fees, costs, and expenses, for which Burgerville is liable as set forth in Section 10.1 above to the Claims Administrator to be held in escrow pending final approval and the occurrence of the Effective Date. Once the Effective Date has occurred, the Claims Administrator shall thereafter distribute the award of attorneys' fees, costs, and expenses to Federman & Sherwood's trust account for distribution to Class Counsel. Within fourteen (14) days after the Effective Date, Burgerville shall pay the second \$50,000 of the aggregate amount of attorneys' fees, costs, and expenses, and an

additional \$6,000 for the four (4) service awards, for which Burgerville is liable as set forth in Sections 10.1 and 10.2 above to Federman & Sherwood's trust account for distribution of attorneys' fees, costs, and expenses to Class Counsel and distribution of the service awards to Representative Plaintiffs. Within six (6) months after the Effective Date, Burgerville shall pay the third \$50,000 of the aggregate amount of attorneys' fees, costs, and expenses for which Burgerville is liable as set forth above by payment to Federman & Sherwood's trust account for distribution to Class Counsel. Within nine (9) months after Effective Date, Burgerville shall make the fourth and final payment of \$53,000 of the aggregate amount of attorneys' fees, costs, expenses for which Burgerville is liable as set forth above by payment to Federman & Sherwood's trust account for distribution to Class Counsel. The finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular amount of attorneys' fees, costs, expenses, and/or service awards. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorney fees, costs, expenses, or services awards ordered by the Court shall affect the finality of the Final Approval Order and General Judgment or constitute grounds for cancellation or termination of this Settlement Agreement, as long as the amounts do not exceed the maximum amounts specified in Sections 10.1 and 10.2 above.

10.4 Should the Court order payment of less than \$203,000 in attorneys' fees, costs and expenses under Section 10.1, the payments specified in Section 10.3 above shall be reduced dollar for dollar in reverse order of payment to account for the difference between the amount awarded. For avoidance of doubt, the fourth payment of \$53,000 shall be reduced first, followed by the third payment, and so on. In the event

that the Court order payments of less than \$1,500 for the service awards under Section 10.2, then the payment of the service awards provided for in Section 10.3 above will be reduced dollar for dollar to account for the reduction in the amount awarded.

11. CONDITIONS OF SETTLEMENT, CANCELLATION, OR TERMINATION.

11.1 The Effective Date shall be the last date on which all of the following events have occurred:

(a) the Court has entered the Preliminary Approval Order with notice of a final approval hearing, as required by Section 5.1;

(b) no petition seeking interlocutory appeal of the Preliminary Approval Order has been filed and granted, or, if any such petition has been filed and granted, the Preliminary Approval Order has been upheld without any material modification of the terms of this Agreement;

(c) the Court has entered the Final Approval Order and General Judgment granting final approval to the Settlement Agreement (among other things) as set forth herein; and

(d) Either (i) sixty (60) days have passed after entry of the Final Approval Order and General Judgment (i.e., the Judgment is entered as a final judgment) and no appeal is taken after the Judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, obtain reconsideration of, or in any way alter the Judgment or to toll or extend the time for appeal of the Judgment; or (ii) all appeals, requests for reconsideration or rehearing, or other forms of review and potential review of the Judgment are exhausted, and the Judgment is upheld without any material modification of the terms of this Agreement.

11.2 If the Effective Date does not occur on or before September 1, 2022, the Settlement Agreement shall be deemed terminated and/or canceled unless Class Counsel and Burgerville's counsel mutually agree in writing to set a later deadline for the occurrence of the Effective Date.

11.3 The Parties agree, for purposes of this settlement only, to the certification of the Class and the Settlement Class. If the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated and/or cancelled in accordance with its terms (including without limitation in accordance with Section 11.2 or 11.4), then (a) the Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue), and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. The Parties' agreement to the certification of the Class and the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

11.4 The Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily approve or finally approve the Settlement Agreement; (ii) an appellate court reverses the Preliminary Approval Order and/or the

Final Approval Order and General Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and General Judgment, the Final Approval Order and General Judgment, or the Settlement Agreement.

11.5 Notwithstanding any provision of this Settlement Agreement to the contrary, including but not limited to Section 11.4, and for the avoidance of any doubt, the finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular amount of attorneys' fees, costs, expenses, or service awards. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs and expenses, and/or service awards ordered by the Court to Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation and/or termination of this Settlement Agreement, as long as such amount(s) do not exceed the maximum amounts specified in Sections 10.1 and 10.2.

11.6 Burgerville shall have the sole discretion to terminate the Settlement Agreement if more than 1,000 Class Members submit valid requests to opt out.

12. MISCELLANEOUS PROVISIONS.

12.1 The Parties, their successors and assigns, and their attorneys (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree

to use reasonable efforts to cooperate with one another in seeking Court approval of this Settlement Agreement; (iii) agree to cooperate in the Claims Administration process and implementation of the Settlement Agreement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the Settlement Agreement; and (iv) agree to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.2 Each of the Representative Plaintiffs and Class Counsel agrees that he, she, or they will not disparage Burgerville or any of the other Released Persons in any manner potentially harmful to them or their business, business reputation, or personal reputation. This agreement not to disparage includes, but is not limited to, publishing disparaging statements (whether anonymously or for ascription) on the web, in blogs, in chat rooms, in emails, or in any other electronic means of transmitting information. Notwithstanding the above, it is expressly agreed that nothing herein restricts Class Counsel from meeting any ethical obligation in communicating with Class Members or Settlement Class Members who contact Class Counsel.

12.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Action. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, it shall be deemed a negotiation for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever in the Action or any other proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Persons. The Settlement Agreement

compromises claims that are contested and shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties each agree that the Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. Nothing in this Agreement may constitute, may be construed as, or may be used as an admission by Burgerville of any fault, wrongdoing, or liability whatsoever or that class certification is appropriate. Burgerville continues to affirmatively deny all liability and all of the claims, contentions, Released Claims, and each and every allegation made by the Representative Plaintiffs in the Action.

12.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The Parties agree that nonmaterial amendments or modifications to this Settlement Agreement may be made in writing after entry of the Preliminary Approval Order without the need to seek the Court's approval. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement or the Preliminary Approval Order.

12.5 If the Court indicates, prior to entry of the Preliminary Approval Order or the Final Approval Order and General Judgment, that the Settlement Agreement will not be approved unless certain changes are made, the Parties will attempt in good faith to reach an agreement as to any such changes prior to withdrawing from this Settlement Agreement. However, if no such agreement can be

reached within thirty (30) days after the Court indicates that the Settlement Agreement will not be approved unless certain changes are made, then the Representative Plaintiffs or Burgerville may terminate and withdraw from this Agreement. If this Settlement Agreement is terminated under such circumstances, the Representative Plaintiffs and Burgerville shall be deemed to be in the same positions as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by Burgerville and the Representative Plaintiffs into this Settlement Agreement and any and all other understandings and agreements between the Parties and their respective counsel relating to the Settlement Agreement shall be deemed to be null and void and of no force and effect.

12.6 The Settlement Agreement, together with the exhibits attached hereto, constitute the entire agreement among the Parties with respect to the matters discussed herein and supersede all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this Agreement, the Parties acknowledge that they have not relied upon any oral or written representations, warranties, understandings, negotiations, agreements, statements, promises, or inducements concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this Settlement Agreement. Except as otherwise provided herein, each party shall bear its own costs. All exhibits to this Agreement as set forth herein are integrated herein and are to be considered terms of this Agreement as if fully set forth herein. To the extent that there

are any inconsistencies between the Settlement Agreement and its exhibits, the terms of the Settlement Agreement control.

12.7 Class Counsel, on behalf of the Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Class.

12.8 Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that (s)he has the authority to execute this Settlement Agreement and thereby bind the respective Party. The Representative Plaintiffs each warrant and represent that (s)he is the sole and lawful owner of all rights, title, and interest in and to all of his or her Released Claims and that (s)he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any of his or her Released Claims or any part or portion thereof.

12.9 Any failure by any Party to insist upon the strict performance by any other Party of any provision of this Settlement Agreement shall not be deemed a waiver of any provision of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement.

12.10 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and

the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the respective current and future heirs, legal representatives, executors, administrators, successors and assigns of the Parties hereto.

12.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Oregon, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Oregon without giving effect to choice of law principles.

12.14 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

12.15 All dollar amounts are in United States dollars.

12.16 Depositing or cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive payment for any Approved Claim. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 120 days after the issuance to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery

of such Settlement Benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, Burgerville shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check.

12.17 Actual enrollment with AllClearID for credit monitoring services using the enrollment code distributed to Settlement Class Members on Approved Claims for identity theft services is a condition precedent to any Settlement Class Member's right to new enrollment in credit monitoring services for any Approved Claim under ¶ 2.3. All enrollment codes for Approved Claims for identity theft services shall be valid for 90 days from the date of distribution to the Settlement Class Member, following which, if the Settlement Class Member has failed to so enroll within this period, the Settlement Class Member's right to so enroll at no cost shall be extinguished, and Burgerville shall have no obligation to the Settlement Class Member for any benefit under section 2.3. For avoidance of doubt, individuals who had previously enrolled in credit monitoring will have their enrollment automatically renewed for a second year at Burgerville's expense.

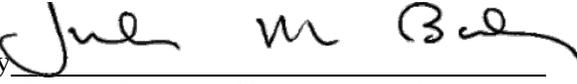
12.18 The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the motion for entry of the Preliminary Approval Order is filed; provided, however, that this Paragraph shall not prevent the disclosure of such information prior to the filing of such motion to (1) regulators, rating agencies, independent accountants, advisors, financial analysts, agents, existing or potential insurers or reinsurers, Representative Plaintiffs, Settlement Class Members requesting information, experts, courts, co-counsel, any existing or potential investor of or any existing or potential lender to any of the Released Persons, the Claims Administrator and/or other service providers retained or

under consideration for being retained to provide services in connection with this Settlement Agreement, and/or as otherwise may reasonably be required to effectuate the terms and conditions of this Settlement Agreement, and/or as otherwise required to comply with any applicable law or regulation, (2) any person or entity to whom the Parties agree in writing disclosure must be made to effectuate the terms of this Agreement, and/or (3) by Burgerville or any of the other Released Persons as necessary for any reasonable commercial purpose.

12.19 Any information and documentation provided to Class Counsel, the Settlement Administrator, or the Class by Burgerville, including discussions and the information exchanged in the course of negotiating this Settlement Agreement, is confidential and cannot be provided to third parties (other than experts or consultants retained by the Class Counsel in connection with the Litigation) or used for any purpose other than effectuating the terms of this Settlement Agreement absent Burgerville's prior express written consent obtained in each instance, and such information and documentation may not be publicly disclosed or used by the Representative Plaintiffs or Class Counsel in any way in the Litigation should it not settle or in any other proceeding.

12.20 Class Counsel agree to procure the individual signatures of the Representative Plaintiffs to this Agreement before the hearing on preliminary approval. For avoidance of doubt and notwithstanding any other provision of this Agreement, each Representative Plaintiff shall sign this Agreement indicating his or her consent to the provisions and obligations under this Agreement as a condition to Burgerville's obligation to make any service award payment for such Representative Plaintiff under Section 10.2 above.

AGREED AND ACCEPTED:

Plaintiffs' Counsel on behalf of Settlement Class and Representative	
Plaintiffs	
Federman & Sherwood By  _____ William B. Federman, Lead Counsel	OlsenDaines /s/ Michael Fuller By _____ Michael Fuller, Class Counsel
The Law Office of Kelly Jones By  _____ Kelly Jones, Class Counsel	Baxter & Baxter LLP By  _____ Justin Baxter, Class Counsel

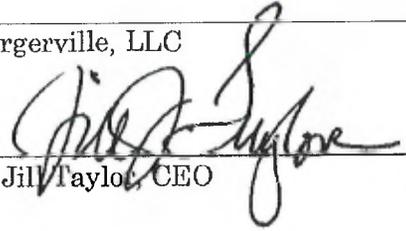
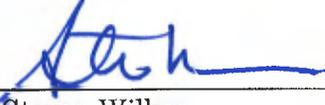
Representative Plaintiffs – Signatures to be obtained prior to preliminary approval hearing	
_____ Kira Classen	_____ Andrew Perkins
_____ Kenneth Ward	_____ John Beliveau

Defendant	Defendant's Counsel
Burgerville, LLC By _____ Jill Taylor, CEO	Tonkon Torp LLP By _____ Steven Wilker Frank Weiss Eric Beach Megan Houlihan

AGREED AND ACCEPTED:

Plaintiffs' Counsel on behalf of Settlement Class and Representative Plaintiffs	
Federman & Sherwood By _____ William B. Federman, Lead Counsel	OlsenDaines By _____ Michael Fuller, Class Counsel
The Law Office of Kelly Jones By _____ Kelly Jones, Class Counsel	Baxter & Baxter LLP By _____ Justin Baxter, Class Counsel

Representative Plaintiffs – Signatures to be obtained prior to preliminary approval hearing	
_____ Kira Classen	_____ Andrew Perkins
_____ Kenneth Ward	_____ John Beliveau

Defendant	Defendant's Counsel
Burgerville, LLC By  Jill Taylor, CEO	Tonkon Torp LLP By  Steven Wilker Frank Weiss Eric Beach Megan Houlihan

CLAIM FORM – Cochran v. Burgerville, LLC

Claimant's Information:

Name

Street Address

City, State, Zip Code

Email address

Telephone Number

Claim for Compensatory Relief and/or Credit Monitoring

By my signature below, I declare, 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;
 - 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
3. I am entitled to the relief requested below.

By _____ Date _____
Claimant

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 Claim Administrator, postmarked or submitted electronically on or before _____ [the Claims Deadline]. 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 initial next to the A and/or B below. If you qualify for and are requesting the relief described under C, please initial 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 initial next to D.

Compensatory Relief

A. _____ **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.** 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-of-pocket 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 you experienced Identity Theft or other fraud relating to the misuse of your PII caused by the Burgerville Security Incident and (b) for the expenses that reasonably establishes the amount of the expenses 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 attach the required documentation.

and/or

B. _____ **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 to two (2) hours and up to a maximum of six (6) hours at the rate of \$15.00 per hour. To the extent that 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 compensation for lost time of ___ hours, which entitles me to compensation in the amount of \$_____ [not to exceed \$90] and I attach any required documentation.

or

C. _____ **I have NOT experienced Identity Theft or other fraud** relating to the misuse of my PII caused by the Burgerville Security Incident but I did incur out-of-pocket expenses for which **I seek expense reimbursement.** Claimants who cannot demonstrate 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 replacement card; (v) costs associated with closing a bank account or opening a new 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 is capped at \$250 per person. Documentation for such expenses that reasonably establishes the amount of the 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 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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CIRCUIT COURT OF OREGON
COUNTY OF MULTNOMAH

CHRIS COCHRAN, BONNIE
DEGNER, SANDRA DEICH, ALEX
HORSEY, KIRA CLASSEN, DARREN
GRATREAK, CHRISTOPHER
MCCABE, SOPHIA MEKKERS, JOHN
BELIVEAU, individually and on behalf
of other customers,

Plaintiffs,

v.

BURGERVILLE LLC,

Defendant.

Case No. 18CV44864 (Control Case)

**ORDER FINALLY APPROVING
CLASS ACTION SETTLEMENT
AGREEMENT AND GENERAL
JUDGMENT (without Money
Award)**

MOTIONS JUDGE:

Kathleen M. Dailey

MAUREEN BRENNAN, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

BURGERVILLE LLC,

Defendants.

Case No. 18CV50994

Class Counsel has filed with the Court a Motion for Final Approval of the
Class Action Settlement in accordance with the Settlement Agreement (the
“Agreement”) entered into by the parties on November __, 2019.

1 Based on the consent of the parties, and after review and consideration of
2 the Motion, the Agreement, and the exhibits attached thereto, and the related
3 submissions,

4 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

5 1. The Court adopts all defined terms set forth in the Agreement, and
6 incorporates them herein by reference as if fully set forth herein and having the
7 full force and effect of an Order of this Court.

8 2. The Court approves the Settlement as embodied by the Agreement
9 as fair, adequate, and reasonable. The Court finds that the requirements of ORCP
10 32 are satisfied with respect to the “Settlement Class Members” (as defined in
11 Paragraph 3 of this Order and the Agreement) and finds that the Agreement
12 provides substantial relief to the Settlement Class without the risk, cost, or
13 delay associated with continued litigation.

14 3. The Court finally certifies the following Settlement Class for this
15 action:

16 means all person who used a debit or credit card to make a
17 purchase at a Burgerville restaurant from September 12, 2017
18 through September 30, 2018, with the exclusion of Burgerville’s
19 officers or directors and the judge or judges to whom this matter is
20 assigned and any member of the judges’ staffs, or the judges’
21 immediate family members.

22 4. The Settlement Class is certified solely for purposes of the
23 settlement; in the event the settlement is not completed due to events
24 subsequent to this Order and General Judgment, the parties shall be returned to
25 their pre-settlement positions.
26

1 5. For purposes of the settlement, the Court confirms the
2 appointments of William B. Federman of Federman & Sherwood as Lead Counsel
3 and Michael Fuller of Olsen-Daines, Kelly Jones of The Law Office of Kelly Jones
4 and Justin Baxter of Baxter & Baxter LLP, together with Lead Counsel, as Class
5 Counsel.

6 6. For purposes of the settlement, the Court confirms the
7 appointments of Kira Classen, Andrew Perkins, Kenneth Ward, and John Beliveau
8 as Representative Plaintiffs to act on behalf of the Settlement Class.

9 7. The Agreement resolves the claims of the Class Members arising
10 out of the Security Incident that was announced by Burgerville on October 3, 2018.

11 8. The Court finds that the Notice Program described in section 6 of
12 the Agreement, as implemented by the Claims Administrator, complied with
13 ORCP 32 D and fully satisfied the requirements of due process and the Oregon
14 Rules of Civil Procedure.

15 9. This Court further confirms and approves the appointment of KCC,
16 LLC as Claims Administrator for purposes of effectuating the remedies provided
17 to Settlement Class Members under the Agreement and orders the Parties and
18 the Claims Administrator to supervise, administer, and carry out the remedial
19 relief provided for in Sections 2 and 3 of the Settlement Agreement in accordance
20 with the terms of the Agreement.

21 10. Representative Plaintiffs and the Settlement Class Members are
22 hereby permanently enjoined from prosecuting any claim in this action and from
23 filing actions or proceedings against Defendant related to this action.

24 11. All claims in this consolidated action are hereby DISMISSED
25 WITH PREJUDICE.

1 12. All claims against Burgerville and the other Released Persons as
2 described in the Settlement Agreement on behalf of any Settlement Class
3 Members, who have not timely opted out of the Settlement Agreement in
4 accordance with this Court's Preliminary Approval Order, are hereby released
5 and forever discharged as provided for in the Settlement Agreement.

6 13. Lead Counsel and Defendant's Counsel are hereby authorized to
7 use all reasonable procedures in connection with the approval and
8 administration of the Agreement that are not materially inconsistent with this
9 Order or the Agreement without further approval of the Court.

10 15. If the Settlement, including any valid amendment made with the
11 consent of all parties to the Agreement or as otherwise specifically provided in
12 the Agreement, shall not become effective for any reason whatsoever following
13 the entry of the Order and General Judgment, the Agreement and any actions
14 taken or to be taken in connection therewith (including this Order and General
15 Judgment) shall be terminated and shall become void and of no further force and
16 effect except for the obligations of Defendant to pay for any expense incurred in
17 connection with the Claims Administrator as provided for by this Order, and
18 neither the Agreement, nor any provision contained in the Agreement, nor any
19 action undertaken pursuant thereto, nor the negotiation thereof by any party
20 shall be deemed an admission or offered or received as evidence at any
21 proceeding in this or any other action or proceeding.

22 16. Neither the Agreement nor any term or provision contained in the
23 Agreement, nor any negotiations, statements or proceedings in connection
24 therewith shall be construed as, or be deemed to be evidence of, an admission or
25 concession of the Class Representatives, any Settlement Class Member,
26 Defendant, or any related party of any liability or wrongdoing by them, or any of

1 | them, and shall not be offered or received into evidence in any action or
2 | proceeding or be used in any way as an admission, concession, or evidence of any
3 | liability or wrongdoing of any nature, and shall not be construed as, or deemed
4 | to be evidence of, an admission or concession that any Class Representative, any
5 | Settlement Class Members, or any other person that has or has not suffered any
6 | damage.

7 | DATED this __ day of _____, 2019.

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CIRCUIT COURT OF OREGON
COUNTY OF MULTNOMAH

CHRIS COCHRAN, BONNIE
DEGNER, SANDRA DEICH, ALEX
HORSEY, KIRA CLASSEN, DARREN
GRATREAK, CHRISTOPHER
MCCABE, SOPHIA MEKKERS, JOHN
BELIVEAU, individually and on behalf
of other customers,

Plaintiffs,

v.

BURGERVILLE LLC,

Defendant.

Case No. 18CV44864 (Control Case)

**ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT AGREEMENT**

MOTIONS JUDGE:

Kathleen M. Dailey

MAUREEN BRENNAN, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

BURGERVILLE LLC,

Defendants.

Case No. 18CV50994

Class Counsel has filed with the Court a Motion for Preliminary Approval of the Class Action Settlement, seeking an Order preliminarily approving the proposed Settlement (the “Settlement”) and ordering notice pursuant to the Notice Plan, in accordance with the Settlement Agreement (the “Agreement”) entered into by the parties on November __, 2019.

1 Based on the consent of the parties, and after review and consideration of
2 the Motion, the Agreement, and the exhibits attached thereto, and the related
3 submissions,

4 IT IS HEREBY ORDERED that:

5 1. The Court, for purposes of this Preliminary Approval and Notice
6 Order, adopts all defined terms set forth in the Agreement, and incorporates
7 them herein by reference as if fully set forth herein and having the full force and
8 effect of an Order of this Court.

9 2. The Court preliminarily approves the Settlement as embodied by
10 the Agreement, subject to further consideration at the Final Approval Hearing
11 described below. The Court finds that the requirements of ORCP 32 are satisfied
12 with respect to the “Settlement Class Members” (as defined in Paragraph 3 of
13 this Order and the Agreement) and finds that the Agreement provides
14 substantial relief to the Settlement Class without the risk, cost, or delay
15 associated with continued litigation.

16 3. The Court hereby certifies the following Settlement Class for this
17 action:

18 means all person who used a debit or credit card to make a
19 purchase at a Burgerville restaurant from September 12, 2017
20 through September 30, 2018, with the exclusion of Burgerville’s
21 officers or directors and the judge or judges to whom this matter is
22 assigned and any member of the judges’ staffs, or the judges’
23 immediate family members.

24 4. The Settlement Class is certified solely for purposes of the
25 settlement; in the event the settlement is not completed, the parties shall be
26 returned to their pre-settlement positions.

1 5. For purposes of the settlement, the Court appoints William B.
2 Federman of Federman & Sherwood as Lead Counsel and appoints Michael Fuller
3 of Olsen-Daines, Kelly Jones of The Law Office of Kelly Jones and Justin Baxter of
4 Baxter & Baxter LLP, together with Lead Counsel, as Class Counsel.

5 6. For purposes of the settlement, the Court approves and appoints
6 Kira Classen, Andrew Perkins, Kenneth Ward, and John Beliveau as
7 Representative Plaintiffs to act on behalf of the Settlement Class.

8 7. The Agreement seeks to resolve the claims of the Class Members
9 arising out of the Security Incident that was announced by Burgerville on October
10 3, 2018.

11 8. The Court approves, as to form and content, the Notice of Class
12 Action Settlement and Final Approval Hearing (the “Notice of Settlement”), a
13 copy of which is attached hereto as Exhibit 1.

14 9. The Court finds that Notice Program described in section 6 of the
15 Agreement complies with ORCP 32 D and fully satisfies the requirements of due
16 process and the Oregon Rules of Civil Procedure and approves the Notice
17 Program.

18 10. This Court hereby approves the appointment of KCC, LLC as
19 Claims Administrator and orders the Parties and the Claims Administrator to
20 administer the Notice Program in accordance with the terms of the Agreement.

21 11. Representative Plaintiffs and the Settlement Class Members are
22 hereby enjoined from prosecuting any claim in the Action and from filing actions
23 or proceedings against Defendant related to the Action.

24 12. The Agreement shall not be offered or admitted into evidence and
25 the Settlement shall not be or referred to in any way (orally or in writing) in any
26

1 action, arbitration, or other proceeding, except as allowed by Rule 408 of the
2 Oregon Evidence Code.

3 13. The Agreement shall have no precedential, collateral estoppel, or
4 *res judicata* effect upon Defendant in any matter or proceeding other than (a)
5 this action and/or (b) a proceeding involving an effort to enforce the Agreement.

6 14. The Court hereby authorizes the Claims Administrator, subject to
7 the terms of the Agreement, to supervise, administer, and carry out the Notice
8 Program as set out in Section 6 of the Agreement. The deadline for initiating the
9 Notice Program shall be fourteen (14) days after entry of this Order.

10 15. Settlement Class Members seeking any benefit under the
11 Agreement must do so by complying with the following procedures:

12 a. No later than one hundred four (104) days after the entry of
13 this Preliminary Approval Order (and thus no less than ninety (90) days
14 after the initiation of the Notice Program) (the “Claims Deadline”), the
15 Settlement Class Member must timely complete and submit a written
16 Claim Form, in the form attached hereto as Exhibit 2, to the Claim
17 Administrator, postmarked, or submitted electronically in accordance
18 with the requirements for electronic submission of a Claim Form as
19 described in the Notice of Settlement on or before the Claims Deadline.

20 b. Claim Forms submitted after the Claims Deadline are not
21 timely and shall be rejected.

22 c. The Claim Form must be verified by the Settlement Class
23 Member with a statement that he or she qualifies as a Settlement Class
24 Member and that his or her Settlement Claim is true and correct, to the
25 best of his or her knowledge and belief, and is being made under penalty
26 of perjury. Documentation, where required, may be submitted

1 electronically in accordance with the procedures for electronic Claim Form
2 submission and failure to provide such supporting documentation as is
3 requested on the Claim Form shall result in denial of the Settlement
4 Claim in question with respect to any remedy requiring such
5 documentation.

6 d. Without limiting any other requirement, condition or
7 procedure set forth herein, any Settlement Claim must satisfy the
8 following criteria as applicable:

9 (i) For any Settlement Claim seeking reimbursement of
10 out-of-pocket expenses under Section 2.1 or 2.2 B of the Agreement,
11 the Settlement Class Member seeking reimbursement must submit
12 with the Claim Form documentation that reasonably establishes
13 the amount of the expenses incurred and the fact that the expenses
14 were incurred as a result of the Security Incident. Valid
15 documentation includes receipts, credit card statements, voided
16 checks, and bank statements, or the like.

17 (ii) For any Settlement Claim seeking compensation for
18 lost time personally incurred by a Settlement Class Member in
19 connection with addressing the Identity Theft or fraud under
20 Section 2.2 A of the Agreement, the Settlement Class Member must
21 provide documentation establishing that he or she suffered out-of-
22 pocket expenses as a consequence of the Security Incident
23 satisfying the criteria set forth in Section 2.4 C(i) of the Agreement,
24 and, to the extent the Settlement Claim seeks to recover for more
25 than two hours of time, a detailed explanation of the time spent
26

1 supported by documentation reasonably verifying that explanation,
2 such as copies of correspondence, phone records, or receipts.

3 (iii) For any Settlement Class Member seeking to enroll in
4 credit monitoring services under Section 2.3 of the Agreement, the
5 Settlement Class Member must verify on his or her Claim Form,
6 under penalty of perjury, that he or she made a purchase from
7 Burgerville using a payment card between September 12, 2017 and
8 September 30, 2018, and has not previously enrolled in free credit
9 card monitoring offered by Burgerville.

10 16. Any of the Settlement Class Members (other than the
11 Representative Plaintiffs) may object to the Agreement by complying with the
12 following procedures:

13 a. No later than one hundred four (104) days after the entry of
14 this Preliminary Approval Order (and thus no less than ninety (90) days
15 after the initiation of the Notice Program), the objecting Class Member
16 must file with the Court and serve on Lead Counsel and Defendant's
17 Counsel at the addresses specified in the Notice of Settlement a written
18 objection containing the following:

19 (i) A heading referring to the Case Number 18CV44864,
20 pending before the Multnomah County Circuit Court in the State of
21 Oregon and entitled "*Cochran v. Burgerville, LLC*";

22 (ii) the objector's full name, current address telephone
23 number, and email address (if any);

24 (iii) a statement that he or she is a Settlement Class
25 Member, including an attestation that he or she made a purchase
26 using a payment card at a Burgerville restaurant during the Class

1 Period and identifying the address of the location where he or she
2 made the purchase;

3 (iv) a written statement of all grounds for the objection,
4 accompanied by any supporting materials or analysis that the
5 objector believes applicable;

6 (v) the identity of all counsel representing the objector, if
7 any;

8 (vi) a written statement indicating whether he or she
9 intends to appear or testify at the final approval hearing and the
10 identity of all counsel, if any, who will appear at the final approval
11 hearing on behalf of the objector;

12 (vii) a list of all persons who will be called to testify at the
13 final approval hearing in support of the objection;

14 (viii) a list, by case name, court, and docket number, of all
15 other cases in which the objector (directly or through counsel) has
16 filed an objection to any proposed class action settlement in the last
17 three years; and

18 (ix) the objector's signature and the signature of the objectors
19 duly authorized attorney

20 b. No Class Member shall be entitled to contest in any way the
21 approval of the terms and provisions of the Agreement or of the Final
22 Approval Order and General Judgment to be entered except by filing and
23 serving written objections in accordance with the provisions of this order
24 and Section 8 of the Agreement.

25 17. Only Class Members who have not previously and timely excluded
26 themselves from the class shall be entitled to object to the approval of the

1 Agreement or to the Final Approval Order and General Judgment to be entered
2 under the Agreement.

3 18. Any Class Member (other than the Representative Plaintiffs) may
4 opt out of the Settlement Agreement by complying with the following
5 procedures:

6 a. No later than one hundred four (104) days after the entry of
7 this Preliminary Approval Order (and thus no less than ninety (90) days
8 after the initiation of the Notice Program) (the “Opt-Out Deadline”), each
9 Class Member wishing to opt out of the Settlement Class shall
10 individually sign and submit written notice of such intent to the
11 designated Post Office box established by the Claims Administrator as
12 specified in the Notice of Settlement.

13 b. The written opt-out notice must include the individual’s
14 name and address, a statement that he or she wants to be excluded from
15 the Settlement Class, the number of distinct debit and credit cards used by
16 the individual to make a purchase at a Burgerville restaurant from
17 September 12, 2017 through September 30, 2018, and the individual’s
18 signature. To be effective, the written opt-out notice must clearly
19 manifest a the individual’s intent to be excluded from the Settlement
20 Class and acknowledge that, although the person may proceed
21 individually with a claim, he or she or they may not do so as a part of a
22 class action.

23 c. To be effective, the written opt-out notice must be received no
24 later than the Opt-Out Deadline established in paragraph 18.a above.

25 d. No later than fourteen (14) days after the Opt-Out Deadline
26 established in paragraph 18.a above, the Claims Administrator shall

1 provide the Parties with copies of completed written opt-out notifications
2 and a final list of all Class Members who have timely and validly excluded
3 themselves from the Settlement Class. Prior to the final approval
4 hearing, Class Counsel shall file with the Court a list of the names of
5 persons who have timely and validly opted out of the Settlement Class.

6 e. All Class Members who submit valid and timely notices of
7 their intent to be excluded from the Settlement Class shall not receive any
8 reimbursement, compensation, or other benefits under, or be bound by,
9 the terms of this Settlement Agreement.

10 f. All persons falling with the definition of a Settlement Class
11 Member failing to timely and validly submit written opt-out notices of
12 their intent to be excluded from the Settlement Class shall be bound by
13 the terms of this Settlement Agreement and the Final Approval Order and
14 General Judgment entered thereon.

15 19. The Court will conduct the Final Approval Hearing on _____,
16 2020 at ____ a.m./p.m., to rule on the motion for final approval of the Agreement,
17 any timely objection filed by a Settlement Class Member, and issuance of the
18 Final Approval Order and General Judgment.

19 20. Lead Counsel and Defendant's Counsel are hereby authorized to
20 use all reasonable procedures in connection with the approval and
21 administration of the Agreement that are not materially inconsistent with this
22 Order or the Agreement without further approval of the Court.

23 21. If the Settlement, including any valid amendment made with the
24 consent of all parties to the Agreement or as otherwise specifically provided in
25 the Agreement, is not approved by the Court or shall not become effective for any
26 reason whatsoever, the Agreement and any actions taken or to be taken in

1 connection therewith (including this Order and any judgment entered herein)
2 shall be terminated and shall become void and of no further force and effect
3 except for the obligations of Defendant to pay for any expense incurred in
4 connection with the Notice Program and administration provided for by this
5 Order, and neither the Agreement, nor any provision contained in the
6 Agreement, nor any action undertaken pursuant thereto, nor the negotiation
7 thereof by any party shall be deemed an admission or offered or received as
8 evidence at any proceeding in this or any other action or proceeding.

9 22. Neither the Agreement nor any term or provision contained in the
10 Agreement, nor any negotiations, statements or proceedings in connection
11 therewith shall be construed as, or be deemed to be evidence of, an admission or
12 concession of the Class Representatives, any Settlement Class Member,
13 Defendant, or any related party of any liability or wrongdoing by them, or any of
14 them, and shall not be offered or received into evidence in any action or
15 proceeding or be used in any way as an admission, concession, or evidence of any
16 liability or wrongdoing of any nature, and shall not be construed as, or deemed
17 to be evidence of, an admission or concession that any Class Representative, any
18 Settlement Class Members, or any other person that has or has not suffered any
19 damage.

20 DATED this __ day of _____, 2019.

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23 _____
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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 a group of hackers 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 be part of a different 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.\[website\].com](http://www.[website].com) call 1-XXX-XXX-XXXX or write to [Cochran v. Burgerville Settlement Administrator, P.O. Box XXXX, \[City\], \[State\] XXXXX-XXXX](#).

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 Claim Forms. 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?

QUESTIONS? VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM) OR CALL 1-800-XXX-XXXX

Settlement Class Members who have not experienced Identity Theft or other fraud relating to the misuse of their PII caused by the Security Incident 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 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.

- **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.
- **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 will automatically have 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 to 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.\[website\].com](http://www.[website].com) or by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, include any required documentation, and submit it online or by mail no later than [MONTH], [DAY], [YEAR], to:

Burgerville Data Breach Settlement Administrator
P.O. Box XXXXX
[City], [State], XXXXX-XXXX

QUESTIONS? VISIT [WWW.\[WEBSITE\].COM](http://www.[website].com) OR CALL 1-800-XXX-XXXX

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

The Court will hold a hearing on [MONTH], [DAY], [YEAR] 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.\[website\].com](http://www.[website].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 [MONTH], [DAY], [YEAR], to:

QUESTIONS? VISIT [WWW.\[WEBSITE\].COM](http://www.[website].com) OR CALL 1-800-XXX-XXXX

Burgerville Data Breach Settlement Administrator
P.O. Box XXXXX
[City], [State], XXXXX-XXXX

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 state: (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 United States District Court for the Northern District of Ohio no later than **[MONTH], [DAY], [YEAR]**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **[MONTH], [DAY], [YEAR]**:

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 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 **[MONTH], [DAY], [YEAR]** and these documents will be posted on the Settlement website.

QUESTIONS? VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM) OR CALL 1-800-XXX-XXXX

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 ____:____.m. on [MONTH], [DAY], [YEAR], at the Multnomah County Courthouse located at 1021 SW Fourth Avenue, Portland, Oregon 97204-1123. 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 date or time without additional notice, so it is a good idea to check for updates at [www.\[website\].com](http://www.[website].com) or by calling 1-XXX-XXX-XXXX.

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 in the Settlement Agreement and Release. A copy of the Settlement Agreement and Release is available at [www.\[website\].com](http://www.[website].com). You may also call the Settlement Administrator with questions (or to get a Claim Form) at 1-XXX-XXX-XXXX (toll-free number).

NOTICE OF CLASS ACTION SETTLEMENT

**Did you make a purchase at a Burgerville restaurant
from September 12, 2017 through September 30, 2018
and pay with a debit or credit card?**

**You may be eligible for compensation
from a class action settlement.**

For complete details:

[www.\[website\].com](http://www.[website].com)

1-800-XXX-XXXX

NOTICE OF CLASS ACTION SETTLEMENT

**Did you make a purchase
at a Burgerville restaurant
from September 12, 2017
through September 30,
2018 and pay with a debit
or credit card?**

**You may be eligible for
compensation
from a class action settlement.**

For complete details:

www.[website].com

1-800-XXX-XXXX

To:
From:
Subject:

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 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 a group of hackers 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").

Who's Included? 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 ("Settlement Class Members").

What Does the Settlement Provide? The settlement will provide credit monitoring and cash payments to Settlement Class Members who submit valid Claim Forms. 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.

How Do You Get a Cash Payment or Credit Monitoring? To request to 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.\[website\].com](http://www.[website].com) or by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, include any required documentation, and submit it online or by mail no later than [MONTH], [DAY], [YEAR].

Your Other Options. If you are included in the settlement and do nothing, your rights will be affected and you won't get a cash payment or credit monitoring (if you did not sign up for Burgerville's previous offer). If you don't want to be legally bound by the settlement, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won't be able to sue or continue to sue Burgerville for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR]. More information about these options is available at [www.\[website\].com](http://www.[website].com).

1-8XX-XXX-XXXX
[www.\[website\].com](http://www.[website].com)

Legal Notice

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 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 a group of hackers 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").

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The Court will hold a hearing in this case (*Chris Cochran, et al. v. Burgerville LLC*, Case No. 18CV44864) at __:_0_.m. on [MONTH], [DAY], [YEAR] at the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, Oregon 97204-1123, to determine whether to approve: the settlement as fair, reasonable and adequate; Class Counsel's request for attorneys' fees and costs of \$203,000; and \$1,500 service awards to each of the Representative Plaintiffs. You do not need to appear at the hearing or hire your own attorney, although you have the right to do so at your own expense.

1-8XX-XXX-XXXX
[www.\[website\].com](http://www.[website].com)