

Cochran v. Burgerville
Settlement Administrator
P.O. Box 43214
Providence, RI 02940-3214



BVN

COCHRAN V. BURGERVILLE, LLC
CIRCUIT COURT OF OREGON COUNTY OF MULTNOMAH

Case No. 18CV44864

**Must Be Postmarked No Later Than
March 05, 2020**

Claim Form

CLAIMANT INFORMATION

First Name		M.I.	Last Name	
Primary Address				
Primary Address Continued				
City			State	Zip Code
Foreign Province		Foreign Postal Code		Foreign Country Name/Abbreviation

Claim for Compensatory Relief and/or Credit Monitoring

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

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



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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and/or

B. ●

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

I hereby seek reimbursement for lost time of hours, which entitles me to compensation in the amount of \$. [not to exceed \$90] and I attach any required documentation.

or

C. ●

I HAVE NOT experienced Identity Theft or other fraud but seek expense reimbursement. I have not experienced Identity Theft or other fraud relating to the misuse of my Personally Identifiable Information (“PII”) caused by the Burgerville Security Incident but I did incur out-of-pocket expenses for which I seek expense reimbursement. Claimants who cannot 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 a 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 now request to be enrolled in the credit monitoring offered by AllClearID to be paid for by Burgerville for a period of two years from the Effective Date of the Settlement. Claimants who did previously enroll in the free credit monitoring program offered by Burgerville through AllClearID have had their enrollments renewed automatically for a second year at Burgerville’s expense.



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