

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA

In re: Arby's Restaurant Group, Inc. Data Security Litigation, Consolidated Consumer Case,
Case No. 1:17-cv-1035-WMR (N.D. Ga.)

If you used a credit or debit card at certain Arby's restaurants between October 8, 2016 and January 12, 2017, you may be eligible for benefits from a data breach class action settlement.

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

- A settlement (the "Settlement") has been proposed with Arby's Restaurant Group, Inc. ("Arby's") in lawsuits asserting claims against Arby's relating to a data security incident that occurred between October 8, 2016 and January 12, 2017, arising from a third-party criminal cyberattack affecting certain of Arby's corporate-owned restaurants involving the placement of malware on point of sale systems targeting customers' payment card information (the "Data Breach"). Arby's denies all of the claims. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the lawsuit.
- The Settlement includes, subject to certain limitations, all residents of the United States who used a debit or credit card to make a purchase at an affected Arby's restaurant during its exposure window ("Settlement Class"). For a list of impacted Arby's restaurants and the exposure window of the Data Breach for each affected location, go to www.ArbysSettlement.com. Not all Arby's corporate-owned restaurant locations were affected by the Data Breach; only certain restaurants were affected and at various times.
- The Settlement makes certain members of the Settlement Class who submit valid claims eligible to receive cash payment for certain documented unreimbursed out-of-pocket expenses and time spent that resulted from the Data Breach. The Settlement also provides to all members of the Settlement Class who are not already enrolled in an identity theft protection service the eligibility to enroll in up to 24 months of free identity theft protection services from Experian.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	This is the only way to get benefits under this Settlement.
Ask to be Excluded	Get no benefits. This is the only option that allows you to bring your own lawsuit against Arby's related to the Data Breach.
Object	Write to the Court about why you do not think the Settlement is fair, reasonable, or adequate.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no benefits from the Settlement. Give up rights to submit a claim for the Settlement benefits or to bring a different lawsuit against Arby's related to the Data Breach.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No cash payments will be made and no enrollment for identity theft protection services will be effective until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge William M. Ray II of the United States District Court for the Northern District of Georgia is overseeing this case known as *In re: Arby's Restaurant Group, Inc. Data Security Litigation, Consolidated Consumer Case*, Case No. 1:17-cv-1035 (N.D. Ga.). The people who sued are called the Plaintiffs. Arby's is called the Defendant.

Questions? Go to www.ArbysSettlement.com or call 1-800-403-4565

2. What is this lawsuit about?

The lawsuit claims that Arby's was responsible for the Data Breach and asserts claims such as: breach of implied contract, negligence, negligence per se, unjust enrichment, declaratory judgment, and violation of the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390 et seq.

Arby's denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Arby's has any liability on these claims or did anything wrong.

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, all of 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 has not decided in favor of the Plaintiffs or Arby's. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class ("Settlement Class Members"). The "Settlement Class Representatives" appointed to represent the Settlement Class, and the attorneys for the Settlement Class ("Settlement Class Counsel," see Question 19) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and you used a debit or credit card to make a purchase at an affected Arby's restaurant during its exposure window. For a list of affected Arby's restaurants and the exposure window of the Data Breach for each affected restaurant, go to www.ArbysSettlement.com.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are:

(i) Arby's and its officers and directors; (ii) the Judge or Magistrate Judge to whom the Action is assigned and, any member of those Judges' staffs or immediate family members; (iii) any persons who timely and validly request exclusion from the Settlement; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

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

The Settlement website at www.ArbysSettlement.com provides a list of affected Arby's locations, and also provides the exposure window for each affected location. If you are not sure whether you are included in the Settlement, you may call 1-800-403-4565 with questions. You may also write with questions to Arby's Settlement Administrator, P.O. Box 404097, Louisville, KY 40233-4097.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Arby's will fund up to a total of \$2,000,000 in payments for (a) reimbursement of Settlement Class Members whose payment cards subsequently incurred fraud or were cancelled for actual documented unreimbursed out-of-pocket expenses incurred as a result of the Data Breach and, for such qualifying Settlement Class Members, compensation for time spent remedying such impacts from the Data Breach (see Question 8), and (b) the cost (up to \$300,000) of free identity theft protection services for those Settlement Class Members who do not already have it (see Question 9). Such benefits are subject to pro-rata reduction as needed to prevent exceeding these caps, and Arby's shall retain any amounts not required for payment of these benefits to those eligible to receive them whose claims are approved. Arby's has also agreed to pay attorneys' fees, costs and expenses (see Question 20) and the costs of notifying the Settlement Class and administering the Settlement.

8. What payments are available for reimbursement of documented out-of-pocket expenses and time spent?

Settlement Class Members who used a debit or credit card at an affected Arby's location during the exposure window for that location, and later had a fraudulent charge on or cancellation of the card, are eligible to receive up to \$5,000 (in total) for:

- a) Reimbursement of actual documented, unreimbursed out-of-pocket expenses resulting from the Data Breach, such as:
 - costs and expenses spent addressing identity theft or fraud;
 - losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees);
 - preventative costs incurred from February 9, 2017 through September 14, 2018, not to exceed \$150 per Settlement Class Member, including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review;
 - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
 - unauthorized charges on credit or debit cards that were not reimbursed; and
 - other documented losses that were not reimbursed.
- b) If the Settlement Class Member qualifies for such documented expense reimbursement, the Settlement Class Member may also be compensated for time spent remedying such impacts resulting from the Data Breach, in the amount of up to two hours of undocumented time spent, or up to five hours of documented time spent, calculated at the rate of \$15 per hour.

9. What identity theft protection services are available?

Regardless of whether a Settlement Class Member is eligible to recover for documented out-of-pocket expenses or for time spent in addressing such expenses (see Question 8), each Settlement Class Member who is not already enrolled in an identity theft protection service is eligible to enroll in up to 24 months of identity theft protection service provided by Experian, which provides periodic credit reports for review, credit report monitoring across all three credit bureaus, identity restoration assistance, and up to \$1 million in identity theft insurance.

HOW DO YOU SUBMIT A CLAIM?

10. How do I get a benefit?

To receive any benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at www.ArbySettlement.com or by calling 1-800-403-4565. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it online or mail it postmarked no later than **July 13, 2019** to:

Arby's Settlement Administrator
P.O. Box 404097
Louisville, KY 40233-4097

If you submit a valid Claim Form and are eligible to enroll in identity theft protection services under the Settlement, you will receive instructions on how to enroll in those services. **DO NOT** mail your Claim Form to the Court.

11. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and for such benefits as are approved by the Settlement Administrator.

12. When will I get my payment?

The Court will hold a hearing on **June 4, 2019** to decide whether to approve the Settlement. If the Court approves the Settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES ARBY'S GET?

13. What am I giving up as part of the Settlement?

If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Arby's and other persons ("Released Persons") as to all claims ("Released Claims") arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at www.ArbysSettlement.com. In the Settlement Agreement, the Data Breach is referred to as the Security Incident. If you have any questions you can talk to the law firms listed in Question 19 for free or you can, of course, talk to your own lawyer.

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 Arby's about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

14. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue Arby's for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Arby's (and the other Released Persons) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this class action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *In re: Arby's Restaurant Group, Inc. Data Security Litigation, Consolidated Consumer Case*, Case No. 1:17-cv-1035. Include your name, address, and signature. You must mail your exclusion request postmarked by **March 29, 2019**, to:

Arby's Settlement Administrator - Exclusions
P.O. Box 404097
Louisville, KY 40233-4097

OBJECTING TO THE SETTLEMENT

17. 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 some part of it (including any award of attorneys' fees, costs, expenses and service awards) by objecting to the Settlement. The Court will consider your views in its decision whether to approve the Settlement. To object, you must mail or otherwise submit a written objection in this case, *In re: Arby's Restaurant Group, Inc. Data Security Litigation, Consolidated Consumer Case*, Case No. 1:17-cv-1035. For your objection to be timely, you must mail the objection to the Clerk of the Court at the address below postmarked no later than **March 29, 2019**, or otherwise submit the objection to the Clerk of Court by that same date, and you must also mail a copy to Class Counsel and Defense Counsel at the addresses below postmarked by that same date. You also have an additional, later opportunity to object to the application for attorneys' fees, costs, expenses, and service awards, as described under Question 20 below. You may retain counsel at your own expense to assist you with your objection, but you are not required to do so.

Questions? Go to www.ArbysSettlement.com or call 1-800-403-4565

Your objection must state: (1) your full name, address, telephone number, and e-mail address (if any); (2) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (3) a written statement of all grounds for the objection; (4) if you are represented by counsel, the identity of all counsel representing you; (5) a statement confirming whether you intend to personally appear and/or testify at the final fairness hearing, and, if you have counsel representing you, whether your counsel will personally appear to participate in the final fairness hearing; (6) if you or your counsel anticipate calling witnesses to testify at the final fairness hearing in support of the objection, a list of all persons who you or your counsel will call; and (7) your signature and the signature of your duly-authorized attorney or other duly-authorized representative, if applicable.

The addresses for the Court, Class Counsel and Defense Counsel are as follows:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court 75 Ted Turner Drive Atlanta, GA 30303	John A. Yanchunis Morgan & Morgan Complex Litigation Group One Tampa City Center 201 N. Franklin Street 7 th Floor Tampa, FL 33602	Douglas H. Meal Orrick Herrington & Sutcliffe LLP 500 Boylston Street Suite 1850 Boston, MA 02116

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed Roy E. Barnes, John R. Bevis and J. Cameron Tribble of The Barnes Law Group, LLC and Stuart J. Guber and Timothy J. Peter of Faruqi & Faruqi, LLP as Lead Counsel. The Court also appointed the following attorneys as Class Counsel to represent the Settlement Class: John A. Yanchunis and Marisa Glassman of Morgan & Morgan Complex Litigation Group, and James M. Evangelista and David J. Worley of Evangelista Worley LLP, together with Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys’ fees in the amount up to \$980,000, plus reasonable costs and expenses in an amount up to \$35,000. Any award for attorneys’ fees, plus reasonable costs and expenses, would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award up to \$4,500 each for the Settlement Class Representatives Jacqueline Weiss, Joseph Weiss, Ashley Russell, Brett Barnes and Burnell Rutters.

Any award for attorneys’ fees, costs and expenses for Class Counsel, and of service awards to the Representative Plaintiffs, must be approved by the Court. The Court may award less than the amounts requested. Class Counsel’s papers in support of final approval of the Settlement and their application for attorneys’ fees, costs and expenses, and service awards will be filed no later than **May 7, 2019** and will be posted on the settlement website. Any objection to the request for attorneys’ fees, costs, expenses, and service awards must be made either as part of an objection made in accordance with the procedure described under Question 17 above or by mailing the objection to the Clerk of the Court postmarked no later than **May 21, 2019** (or otherwise submitting the objection to the Clerk of Court by that same date) and also mailing a copy of the objection to Class Counsel and Defense Counsel postmarked by that same date. The addresses for the Court, Class Counsel and Defense Counsel are provided under Question 17 above.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a final fairness hearing at 10:00 am. on **June 4, 2019**, at the Richard B. Russell Federal Building and United States Courthouse, Courtroom 2308, 75 Ted Turner Drive, Atlanta, GA 30303. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.ArbySettlement.com or call 1-800-403-4565.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you make an objection, you do not have to come to the Court to talk about it. As long as you mailed or otherwise submitted your written objection according to the instructions (including the deadlines) in Questions 17 and 20, including all information required, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must mail or otherwise submit an objection according to the instructions (including the deadlines) in Questions 17 and 20, including all the information required.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not get any money from this Settlement and 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 Arby's and the other Released Persons based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.ArbySettlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-800-403-4565.