

NOTICE OF CLASS ACTION SETTLEMENT

CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.

Case No 2019 CH 2759 (Cir. Ct. of Cook Cty., Chancery Division, Illinois)

If you used a credit or debit card at one of the Impacted Truluck’s Restaurants from November 21, 2018 through December 8, 2018, you may be eligible for a cash payment from a class action settlement.

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

- A Settlement has been reached with the Truluck’s Defendants in a class action lawsuit asserting claims against several entities that own and operate certain Truluck’s Restaurants relating to a data breach arising out of a third-party cyber attack in 2018 that targeted the point-of-sale systems of certain Truluck’s Restaurants in an effort to steal customer payment card information (the “Data Breach”). The Truluck’s Defendants deny all of the claims in the lawsuit. The Settlement does not establish who is right, and is not an admission of fault, but rather reflects a compromise to end the lawsuit.
- For a list of the Impacted Truluck’s Restaurants, go to www.TrulucksDataBreachSettlement.com.
- The Settlement includes all residents of the United States of America who made a purchase at any one of the Impacted Truluck’s Restaurants and paid using a credit or debit card from November 21, 2018 through December 8, 2018 (the “Relevant Time Period”).
- The Settlement provides payments to people who submit valid and timely claims attesting (i) that they made a purchase using a credit or debit card at one of the Impacted Truluck’s Restaurants during the Relevant Time Period (**Category 1**), or (ii) that they made a purchase using a credit or debit card at one of the Impacted Truluck’s Restaurants during the Relevant Time Period and that they experienced fraudulent or unauthorized charges on the credit or debit card used at the impacted location any time from November 21, 2018 through May 14, 2020 (**Category 2**).

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 receive a payment to compensate you for losses which you believe you suffered as a result of the Data Breach.
Ask to be Excluded	You will not receive a payment, but you will retain any rights you currently have with respect to the Truluck’s Defendants and the issues in this lawsuit. This is the only option that allows you to bring your own lawsuit against one or more of the Truluck’s Defendants related to the Data Breach.
Object	Write to the Court about why you do not like the Settlement.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no payment. Give up rights to submit a claim or bring a different lawsuit against any one or more of the Truluck’s Defendants 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 lawsuit still has to decide whether to grant final approval of the Settlement. Payments will be made only after the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

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

The Court authorized this Notice because you may be included in the Settlement Class and 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 the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Raymond W. Mitchell of the Circuit Court of Cook County, Chancery Division, Chicago, Illinois is overseeing this case known as *Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.*, Case No 2019 CH 2759. The person who sued the entities that own and operate the Impacted Truluck’s Restaurants is called the Plaintiff. The entities that own and operate the Impacted Truluck’s Restaurants that were sued are called the Defendants or the Truluck’s Defendants.

2. What is this lawsuit about?

The lawsuit claims that the Truluck’s Defendants did not have adequate safeguards in place and should be held responsible for the Data Breach and asserts claims such as: violation of the Illinois Consumer Fraud and Deceptive Practices Act (“ICFA”), 815 ILCS 505/1, *et seq.*; violation of the Illinois Personal Information Protection Act, 815 ILCS 530/1, *et seq.*; negligence; and breach of implied contract. The Truluck’s Defendants deny these claims in their entirety and assert that the Truluck’s Defendants did have adequate safeguards in place and did nothing 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 validly and timely exclude themselves from the class. Here, the Plaintiff or Class Representative, Becky Ramsey, sued on behalf of a class of all customers who made a purchase using a credit or debit card at one of the Impacted Truluck’s Restaurants from November 21, 2018 through December 8, 2018.

4. Why is there a Settlement?

The Court did not issue a ruling in favor of Plaintiff or the Truluck’s Defendants. Rather, both sides agreed to a settlement. The Settlement is not an admission that the Truluck’s Defendants did anything wrong, but rather reflects 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 compensation. The Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class.

WHO IS IN THE SETTLEMENT?

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

The Settlement Class means all individuals whose Payment Card Data and Personal Information was allegedly compromised in the Data Breach during the Settlement Class Period. (i.e., November 21, 2018 through December 8, 2018).

Specifically excluded from the Settlement Class are: (i) Truluck’s; (ii) all Settlement Class Members who timely and validly request exclusion from and/or opt-out of the Settlement Class; (iii) the Judge to whom the action is assigned and any member of the Judge’s staff or immediate family members; 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.TrulucksDataBreachSettlement.com provides the list of Impacted Truluck’s Restaurants; if you made a purchase using a credit or debit card at one of these Impacted Truluck’s Restaurants from November 21, 2018 through December 8, 2018, then you are included in the Settlement. If you are still not sure whether you are included in the Settlement, you may call 1-855-323-2557 with any further questions. You may also write with questions to the *Truluck’s Data Breach* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid and timely claims. There are different settlement payments available to Settlement Class Members depending upon which one of two categories the Settlement Class Member falls into: (1) Category 1 Settlement Class Members (see Question 8 below) or (2) Category 2 Settlement Class Members (see Question 9 below).

You can only receive payment under one category: either Category 1 or Category 2.

The Settlement also provides that for a period of no less than three years following the Effective Date, the Truluck's Defendants agree to continue using and employing certain data security practices, as described in the Settlement Agreement.

8. What payment is available for Category 1 Settlement Class Members?

Category 1 Settlement Class Members are eligible to receive a one-time payment of approximately \$20 if they made a purchase using a credit or debit card at one of the Impacted Truluck's Restaurants during the Relevant Time Period (November 21, 2018 through December 8, 2018). Settlement Class Members who file a claim under Category 1 are eligible for the approximately \$20 payment even if they did not experience any fraudulent or unauthorized charges subsequent to their purchase at one of the Impacted Truluck's Restaurants. The precise amount of the payment may be adjusted up (to a maximum of \$30) or down based on the total number of valid claims received (see Question 11 below).

9. What payments are available for Category 2 Settlement Class Members?

Category 2 Settlement Class Members are eligible to receive a one-time payment of \$20 and up to \$2,500 if (i) they made a purchase using a credit or debit card at one of the Impacted Truluck's Restaurants during the Relevant Time Period (November 21, 2018 through December 8, 2018); and (ii) they experienced fraudulent or unauthorized charges on the credit or debit card used at the Impacted Truluck's Restaurant any time from November 21, 2018 through May 14, 2020, and they submit documentary proof to establish such charges and that such charges were not credited or otherwise reimbursed. The documentary proof could be, for example, in the form of a credit or debit card statement or other communications or correspondence regarding the fraudulent or unauthorized charges.

HOW DO YOU SUBMIT A CLAIM?

10. How do I get a payment?

To request to receive a payment, you must complete and submit a Claim Form that will be used to determine your eligibility. Claim Forms are available at www.TrulucksDataBreachSettlement.com or by calling 1-855-323-2557. Claims can also be submitted online. Read the instructions carefully, fill out the Claim Form, and submit it online or mail it in, postmarked no later than **August 12, 2020**, to:

Truluck's Data Breach Settlement Administrator
P.O. Box 43434
Providence, RI 02940-3434

11. How will claims be decided?

The Settlement Administrator will ultimately decide whether the information provided on each Claim Form is complete and 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.

To prevent fraud, the Settlement Administrator, the Truluck's Defendants, or Class Counsel may require you to provide support for your claim. You should retain in your possession any receipts, credit card statements, bank statements, or other documents that support your purchase(s) at one of the Impacted Truluck's Restaurants during the Relevant Time Period and, if applicable, any documents supporting your claim that you experienced a fraudulent or unauthorized charge from November 21, 2018 to May 14, 2020 on the credit or debit card used at the impacted Truluck's Restaurant during the Relevant Time Period.

Verified Claims are those submitted in a timely manner and found to be valid by the Settlement Administrator.

Truluck's payments under the Settlement for (1) Verified Claims to Settlement Class Members, (2) any Court-awarded attorneys' fees, costs, and expenses, (3) any Court-awarded service award to the Representative Plaintiff, and (4) the costs involved in notice and administering the Settlement are capped in the aggregate at \$285,000. If, after deducting the court-awarded attorneys' fees, costs, and expenses, Class Representative Service Award, and costs of notice and settlement administration, the total amount of Verified Claims is greater than the balance remaining in the Net Settlement Fund, then the \$20 portion of each Verified Claim payment will be reduced on a *pro rata* (proportionate) basis such that the total aggregate amount of Verified Claims does not exceed the value of the Net Settlement Fund. The reimbursement of documented unreimbursed fraudulent or unauthorized charges up to \$2,500 will not be subject to an adjustment up or down.

However, if, after deducting the court-awarded attorneys' fees, costs, and expenses, service awards and individual payments, and the costs of notice and settlement administration, the total amount of Verified Claims is less than the balance remaining in the Net Settlement Fund, then the \$20 portion of each Verified Claim payment will be increased on a *pro rata* (proportionate) basis (up to a maximum of a \$30 payment). The reimbursement of documented unreimbursed fraudulent or unauthorized charges up to \$2,500 will not be subject to an adjustment up or down. If, after making this *pro rata* increase, the total amount of Verified Claims to be paid is still less than the amount of money remaining in the Net Settlement Fund, then the remaining money will be paid *cy pres* in equal payments to the Illinois Bar Foundation and St. Jude Children's Research Hospital, subject to Court approval. No monies shall revert to the Truluck's Defendants.

12. When will I get my payment?

The Court will hold a hearing on **October 15, 2020** 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 one year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DO THE TRULUCK'S DEFENDANTS 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 remain a Settlement Class Member and you will give up your right to sue the Truluck's Defendants and all Released Persons for any Released Claims arising out of or relating to the Data Breach. The specific claims being released are described below and in the Settlement Agreement (see definition of Released Claims at ¶ 1.20, and definition of Released Persons at ¶ 1.21). Capitalized terms in the Release below are defined in the Settlement Agreement. 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.

Plaintiff's Release

Upon the Effective Date, each Settlement Class Member who has not timely opted out of this Settlement, including Representative Plaintiff, shall be deemed to have, and by operation of the Final Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member who has not timely opted out of this Settlement, including Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum based on, relating to, concerning, or arising out of any of the Released Claims.

It is the intent of the Parties that this Release shall not be considered, interpreted, or construed to prevent Settlement Class Members from pursuing claims related to the Data Breach against any person or entity that is not a "Released Person" as that term is defined in the Settlement Agreement.

"Released Claims" mean any and all claims, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature, and character, known and unknown, including without limitation, negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, any federal, state, or local statutory or regulatory claims, including, but not limited to, pursuant to consumer protection laws, unfair and deceptive trade practice laws, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and 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 and the Representative Plaintiff has asserted, could have asserted, or could assert against any of the Released Persons based on, relating to, concerning, or arising out of the Data Breach (including, but not limited to, the theft or compromise of Personal Information and Payment Card Data) or the allegations, facts, or circumstances described in the Litigation.

"Released Claims" include Unknown Claims, as that term is defined in the Settlement Agreement.

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 one or more of the Truluck's Defendants about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or 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 any money 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 the Truluck's Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Truluck's Defendants (and the Released Persons as that term is defined in the Settlement Agreement) 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 a payment. If you exclude yourself and submit a Claim Form, your exclusion will be deemed invalid.

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 statute of limitations or repose.

16. How do I exclude myself from the Settlement?

To exclude yourself, you must send a letter that says you want to be excluded from the Settlement in *Ramsey v. 41 E. Chestnut Crab Partners, LLC*, Case No 2019 CH 2759. Include your name, address, and signature. You must mail your written request for exclusion postmarked by **July 28, 2020** to:

Truluck's Data Breach Settlement Administrator
P.O. Box 43434
Providence, RI 02940-3434

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 by objecting to the Settlement. The Court will consider your views in its decision to approve the Settlement. To object, you must file a written objection in this case, *Ramsey v. 41 E. Chestnut Crab Partners, LLC*, Case No 2019 CH 2759, with the Clerk of Court, and mail copies to Class Counsel and Defense Counsel at the addresses below.

Your objection must include: (1) your full name, current address, telephone number, and email address (if any); (2) a statement that you are a Settlement Class Member, including documentary proof that you made a purchase using a debit or credit card at one of the Impacted Truluck's Restaurants during the Relevant Time Period (i.e., November 21, 2018 through December 8, 2018). and identifying 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 at the final approval hearing and the identity of all counsel, if any, representing you who will appear at the final approval hearing on your behalf; (6) a statement identifying all persons who you will call to testify at the final approval hearing in support of the objection; (7) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); (8) 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 (3) years; and (9) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years.

To be considered, your objection must be **filed** with the Clerk of the Court for the Circuit Court of Cook County, Chancery Division, Chicago, Illinois, no later than **July 28, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **July 28, 2020**:

Court	Class Counsel	Defense Counsel
Clerk of the Court Circuit Court of Cook County Chancery Division Richard J. Daley Center Room 2601 50 West Washington Street Chicago, Illinois 60602	Thomas A. Zimmerman, Jr. Zimmerman Law Offices, P.C. 77 W. Washington St., Ste. 1220 Chicago, IL 60602	Josh M. Kantrow Lewis Brisbois Bisgaard & Smith LLP 550 W. Adams Street, Suite 300 Chicago, IL 60661

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

Objecting is telling the Court that you do not like the Settlement or some part of 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 Thomas A. Zimmerman, Jr., Sharon A. Harris, Matthew C. De Re, and Jeffrey D. Blake of Zimmerman Law Offices, P.C., as Class Counsel.

20. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to one-third of the Settlement Fund (*i.e.*, up to \$95,000), plus reimbursement of their litigation costs and expenses. Any award of attorneys’ fees, plus reasonable costs and expenses, would compensate Class Counsel for investigating the facts, litigating the case, engaging in discovery with the Truluck’s Defendants, and negotiating the Settlement, and will be the only payment to them for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a Class Representative Service Award in the amount of \$5,000 for the Plaintiff for her effort in bringing this case on behalf of herself and others similarly situated.

Any award of attorneys’ fees, costs, and expenses for Class Counsel, and a Class Representative Service Award for the Plaintiff, must be approved by the Court. The Court may award less than the amounts requested. If approved, these amounts will be deducted from the \$285,000 total Settlement Fund prior to making payments to Settlement Class Members who submit valid Claim Forms. Class Counsel’s preliminary application for attorneys’ fees, costs, and expenses, and Class Representative Service Award will be filed no later than **July 14, 2020**, and these documents will be posted on the Settlement website.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a final approval hearing at 11:00 a.m. on **October 15, 2020**, at the Circuit Court of Cook County, Richard J. Daley Center, Room 2601, 50 W. Washington St., Chicago, IL 60602. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and should be granted final approval. 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 a Class Representative Service Award for the Plaintiff. 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 for updates at www.TrulucksDataBreachSettlement.com or by calling 1-855-323-2557.

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 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 17, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must file an objection according to the instructions in Question 17, including all the information required. Your objection must be **filed** with the Clerk of the Court for the Circuit Court of Cook County, Chancery Division, Chicago, Illinois, no later than **July 28, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 17, postmarked no later than **July 28, 2020**.

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 after 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 any of the Truluck's Defendants or any of the other Released Persons about the Data Breach, 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. A copy of the Settlement Agreement is available at www.TrulucksDataBreachSettlement.com. You may also call the Settlement Administrator to obtain answers to frequently asked questions (or to request a Claim Form) at 1-855-323-2557 (toll-free number).