

If you made a purchase at a Hy-Vee fuel pump, drive-thru coffee shop, or restaurant using a credit, debit, or other payment card between December 14, 2018 and August 2, 2019, you may be eligible for a 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 Hy-Vee, Inc. (“Hy-Vee”) in a class action lawsuit about a data Security Incident that occurred between December 14, 2018 and August 2, 2019.
- Hy-Vee was the target of a cyber-attack in which criminals accessed Hy-Vee’s computer systems (the “Security Incident”) that potentially resulted in unauthorized access to customer payment data, including card number, expiration date, internal verification code, and sometimes cardholder name. This lawsuit was filed asserting claims against Hy-Vee relating to the Security Incident.
- Certain Hy-Vee fuel pumps, drive-thru coffee shops, and restaurants were affected by the Security Incident, including Hy-Vee Market Grille Expresses, Wahlburgers locations owned and operated by Hy-Vee, and the cafeteria at Hy-Vee’s West Des Moines corporate office.
- The Settlement includes all persons residing in the United States who used a credit, debit, or other payment card to make a point-of-sale purchase at an affected Hy-Vee fuel pump, drive-thru coffee shop, or restaurant. The dates payment card data was at risk vary by location. Details are found in Appendix A of this notice and are also available on the website.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Security Incident and for other extraordinary unreimbursed monetary losses.

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	The only way to get a payment. You must submit a claim by June 22, 2021.
Ask to be Excluded	Get no payment. This option that allows you to sue Hy-Vee over the claims resolved by this Settlement. You must exclude yourself by May 24, 2021.
Object	Write to the Court about why you do not like the Settlement. You must object by May 24, 2021.
Do Nothing	Get no payment. Give up rights.

- 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. Payments will only be made after the Court grants Final Approval of the Settlement and after any appeals are resolved.

Questions? Call 1-833-644-1595 or visit www.GrocerySecurityIncidentSettlement.com

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement in 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 Michael M. Mihm of the United States District Court for the Central District of Illinois is overseeing this case. The case is known as *Perdue, et al. v. Hy-Vee, Inc.*, Case No. 1:19-cv-01330-MMM. The persons who sued are called the Plaintiffs. Hy-Vee is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Hy-Vee was responsible for the Security Incident that occurred and asserts claims such as: breach of implied contract, negligence, and violation of the Illinois, Iowa, Kansas, Minnesota, and Missouri consumer protection statutes. The lawsuit seeks compensation for people who had out-of-pocket expenses, fraudulent charges, lost time spent dealing with fraudulent charges or card replacement issues, or unreimbursed extraordinary monetary losses as a result of the Security Incident.

Hy-Vee denies all of the Plaintiffs’ claims and says it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Noreen Perdue, Elizabeth Davis-Berg, Dustin Murray, Cheryl Ellingson, Angela Trang, Gordon Grewing, and Melissa Ward. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Hy-Vee did anything wrong.

WHO IS IN THE SETTLEMENT?

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

If you received a notice by postcard or email about the Settlement, you are probably a member of the Settlement Class. You are also included in the Settlement Class if you reside in the United States and used a credit, debit, or other payment card to make a point-of-sale purchase at an affected Hy-Vee fuel pump, drive-thru coffee shop, or restaurant (including Hy-Vee Market Grille Expresses, the Wahlburgers locations owned and operated by Hy-Vee, and the cafeteria at

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Hy-Vee's West Des Moines corporate office) while payment card data at the location was at risk, and you had out-of-pocket expenses, fraudulent charges, lost time spent dealing with fraudulent charges or card replacement issues, or unreimbursed extraordinary monetary losses as a result of the Hy-Vee Security Incident. The time frame of the incident is generally from December 14, 2018 through August 2, 2019, although the specific dates during which data was at risk vary on a location-by-location basis. Payments made inside convenience stores; at front-end checkout lanes, pharmacies, customer service counters, wine & spirits locations, floral departments, clinics, and all other food service areas; and through Aisles Online were not affected. To determine whether your store was at risk and whether you are potentially entitled to submit a claim, please see the spreadsheet attached to this notice as Appendix A or look up your store on the settlement website.

Specifically excluded from the Settlement Class are: (i) Hy-Vee and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this Settlement; (iv) the attorneys representing the Parties in the Litigation; (v) banks and other entities that issued payment cards which were utilized at Hy-Vee during the Security Incident; and (vi) 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 occurrence of the Security Incident or who pleads *nolo contendere* (a no-contest plea, while not technically a guilty plea, has the same immediate effect as a guilty plea and is often offered as part of a plea bargain) to any such charge.

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

If you are not sure whether you are included in the Settlement, you may call 1-833-644-1595 with questions or visit www.GrocerySecurityIncidentSettlement.com. You may also write with questions to *Perdue, et al. v. Hy-Vee, Inc.*, c/o Settlement Administrator P.O. Box 29, Philadelphia, PA 19105-0029. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide payments to people who submit valid claims. As part of the Settlement, Hy-Vee has also committed to establish and maintain security enhancements that are estimated to cost more than \$20 million.

There are two types of payments that are available:

- (1) Expense Reimbursement (Question 8) and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either the first four and last four digits of the number associated with the credit or debit card you claim to have used at an affected Hy-Vee location or a document or documents reflecting your use of a payment card at an affected Hy-Vee location during the Security Incident, which could include, for example, a receipt from the affected Hy-Vee location reflecting payment by a payment card, a payment card statement or bill, or notification from a bank or financial institution stating that the payment card was compromised during the Security Incident. To claim each type of payment, you must provide related documentation or a narrative explanation with the Claim Form.

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8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$225 (in total) for the following categories of out-of-pocket expenses resulting from the Security Incident:

- unreimbursed bank fees;
- unreimbursed card reissuance fees;
- unreimbursed overdraft fees;
- unreimbursed charges related to unavailability of funds;
- unreimbursed late fees;
- unreimbursed over-limit fees;
- long distance telephone charges;
- cell minutes (if charged by minute) and text messages (if charged by the message);
- internet usage charges (if charged by the minute or by the amount of data usage);
- unreimbursed charges from banks or credit card companies;
- postage;
- interest on payday loans due to card cancelation or due to over-limit situation;
- costs of credit report(s);
- costs of credit monitoring and identity theft protection;
- reimbursement of up to three (3) hours of documented lost time (at \$20 per hour) spent dealing with replacement card issues or in reversing fraudulent charges (only if at least one full hour was spent and if it can be documented with reasonable specificity);
- and an additional \$20 payment for each credit or debit card on which documented fraudulent charges were incurred that were later reimbursed.

9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Security Incident are eligible to make a claim for reimbursement of up to \$5,000. As part of the claim, the Class Member must show that:

- (1) it is an actual, documented, and unreimbursed monetary loss;
- (2) the loss was more likely than not caused by the Security Incident;
- (3) the loss occurred during the time period from December 14, 2018 through and including the end of the Claims Deadline, June 22, 2021
- (4) the loss is not already covered by one or more of the categories in Question 8; and
- (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

Provided the following requirements are satisfied, an example of an unreimbursed monetary loss that may qualify for reimbursement under this provision is a fraudulent charge made on your credit or debit card account and that was not reversed or repaid even though you reported it to your bank or credit card company, including a fraudulent charge to a credit or debit card issued in a foreign

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country where financial institutions are not required to reimburse cardholders for fraudulent credit or debit card charges. More details are provided in the Settlement Agreement, which is available at www.GrocerySecurityIncidentSettlement.com.

HOW TO GET BENEFITS

10. How do I get benefits?

You must complete and submit a Claim Form to ask for a payment from the Settlement. Claim Forms are available at www.GrocerySecurityIncidentSettlement.com, or you may request one by mail by calling 1-833-644-1595. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than June 22, 2021, to:

Perdue, et al. v. Hy-Vee, Inc.
c/o Settlement Administrator
P.O. Box 29
Philadelphia, PA 19105-0029

11. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Settlement Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you must submit a Claim Form if you want a payment. Claim Forms must be filed on the Website or submitted postmarked by June 22, 2021.

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

If the Settlement becomes Final, you will give up your right to sue Hy-Vee for the claims being resolved by this Settlement. The specific claims you are giving up against Hy-Vee are described in Section 1.20 of the Settlement Agreement. You will be “releasing” Hy-Vee and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at www.GrocerySecurityIncidentSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or

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you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement but you want to keep the right to sue Hy-Vee about 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 benefits of the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue Hy-Vee for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Hy-Vee 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.

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 *Perdue, et al. v. Hy-Vee, Inc.*, Case No. 1:19-cv-01330-MMM. Include your name, address, and signature. You must mail your Exclusion Request postmarked by May 24, 2021, to:

Perdue, et al. v. Hy-Vee, Inc.
c/o Settlement Administrator
P.O. Box 29
Philadelphia, PA 19105-0029

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”:

Benjamin F. Johns Alex M. Kashurba Chimicles Schwartz Kriner & Donaldson-Smith LLP 361 W. Lancaster Avenue Haverford, Pennsylvania 19041	Ben Barnow Erich P. Schork Anthony L. Parkhill Barnow and Associates, P.C. 205 W. Randolph St. Suite 1630 Chicago, Illinois 60606
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Call 1-833-644-1595 or visit www.GrocerySecurityIncidentSettlement.com

18. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees, costs, and expenses not to exceed \$739,000. Class Counsel will also request approval of a service award of \$2,000 for each of the Representative Plaintiffs. Any amount that the Court awards for attorneys' fees, costs, and expenses and Service Award will be paid separately by Hy-Vee and will not reduce the amount of payments to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Perdue, et al. v. Hy-Vee, Inc.*, Case No. 1:19-cv-01330-MMM, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to question number 7;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- 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 3 years;
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and
- a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or representative plaintiff.

Your objection must be **postmarked** to the Clerk of the Court for the United States District Court for the Central District of Illinois no later than May 24, 2021.

Questions? Call 1-833-644-1595 or visit www.GrocerySecurityIncidentSettlement.com

In addition, you must **mail** a copy of your objection to each of the parties below, postmarked no later than May 24, 2021:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Office of the Clerk United States District Court Central District of Illinois 305 U.S. Courthouse 100 N.E. Monroe Street Peoria, IL 61602	Benjamin F. Johns Chimicles Schwartz Kriner & Donaldson-Smith LLP One Haverford Centre 361 Lancaster Avenue Haverford, PA 19041	Paul G. Karlsgodt Baker & Hostetler LLP 1801 California Street Suite 4400 Denver, CO 80202

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 do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant Final Approval of the Settlement.

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

The Court will hold a Fairness Hearing at 10:00 a.m. on July 19, 2021, at the United States District Court for the Central District of Illinois located at U.S. Courthouse, 100 N.E. Monroe Street, Peoria, IL 61602. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.GrocerySecurityIncidentSettlement.com or call 1-833-644-1595.

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 a Service Award 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.

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 the 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.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required by items (v), (vi), and (vii). Your Objection must be **postmarked** to the Clerk of the Court for the United States District Court for the Central District of Illinois no later than May 24, 2021. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than May 24, 2021.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, 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 Hy-Vee about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.GrocerySecurityIncidentSettlement.com. You may also write with questions to *Perdue v. HyVee* c/o Settlement Administrator P.O. Box 29, Philadelphia, PA 19105-0029. You can also get a Claim Form at the website or by calling the toll-free number, 1-833-644-1595.