

If you were sent notice of a data security event by California Pizza Kitchen on or about November 15, 2021, you may be eligible for benefits from a class action settlement.

Para una notificación en Español, visitar CPKDataBreachSettlement.com.

A court authorized this Notice. This is not junk mail, an advertisement, or a lawyer solicitation.

- A settlement has been proposed in consolidated class action lawsuits against California Pizza Kitchen, Inc. (“CPK”) pertaining to the cyberattack on certain systems within CPK’s computing environment, during which unauthorized third parties were able to access certain files containing the personal information of current and former employees (the “Data Security Incident”). The computer files affected by the Data Security Incident potentially accessed contained names and Social Security numbers for some individuals.
- The Consolidated Cases (*In re California Pizza Kitchen Data Breach Litigation*, Master File No. 8:21-cv-01928-DOC-KES) claim CPK was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including (i) negligence, (ii) negligence *per se*, (iii) declaratory judgment, (iv) violation of the New York General Business Law, (v) violation of California’s Unfair Competition Law, (vi) violation of California’s Consumer Records Act, (vii) violation of California’s Consumer Privacy Act, (viii) breach of implied contract, (ix) breach of confidence, (x) bailment, and (xi) violation of state data breach statutes. The Consolidated Cases seek, among other things, payment for persons who were injured by the Data Security Incident. CPK denies all these claims.
- If you received notice of the Data Security Incident from CPK on or about November 15, 2021, you are a part of the class, and may be eligible for benefits.
- The Settlement provides \$100 payments to California Subclass members, payments to individuals who submit valid, documented claims for out-of-pocket expenses and charges that arose from the Data Security Incident, compensation for lost time, and credit monitoring.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can receive payment or credit monitoring.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get any payment or credit monitoring from the Settlement, but you also will release your claims against CPK. This is the only option that allows you to be part of any other lawsuit against CPK or related parties for the claims resolved by this Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any credit monitoring or compensation from the Settlement, and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement at CPKDataBreachSettlement.com or call 855-535-1819.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments and credit monitoring will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

TABLE OF CONTENTS HEADER

BASIC INFORMATION	PAGE 3
1. Why is this Notice being provided?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT?	PAGE 3
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 4
7. What does the Settlement provide?	
8. What Settlement benefits are available?	
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM	PAGE 5
9. How do I get benefits from the Settlement?	
10. How will claims be decided?	
11. When will I get my payment?	
REMAINING IN THE SETTLEMENT	PAGE 5
12. Do I need to do anything to remain in the Settlement?	
13. What am I giving up as part of the Settlement?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
14. If I exclude myself, can I still get payment from the Settlement?	
15. If I do not exclude myself, can I sue CPK for the same thing later?	
16. How do I get out of the Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 6
17. Do I have a lawyer in this case?	
18. How will Class Counsel be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 6-7
19. How do I tell the Court that I object to the Settlement?	
20. What is the difference between objecting to and excluding myself from the Settlement?	
THE COURT'S FINAL APPROVAL HEARING	PAGE 7-8
21. When and where will the Court decide whether to approve the Settlement?	
22. Do I have to come to the Final Approval Hearing?	
23. May I speak at the Final Approval Hearing?	
IF YOU DO NOTHING	PAGE 8
24. What happens if I do nothing?	
GETTING MORE INFORMATION	PAGE 8
25. Are more details about the Settlement available?	
26. How do I get more information?	

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Settlement Administrator appointed by the Court will distribute the payments and other relief that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Central District of California. The consolidated case is known as *In re California Pizza Kitchen Data Breach Litigation*, Master File No. 8:21-cv-01928-DOC-KES (the "Lawsuit"). The people who filed the Lawsuit are called Plaintiffs and the entity they sued, CPK, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims CPK was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including (i) negligence, (ii) negligence *per se*, (iii) declaratory judgment, (iv) violation of the New York General Business Law, (v) violation of California's Unfair Competition Law, (vi) violation of California's Consumer Records Act, (vii) violation of California's Consumer Privacy Act, (viii) breach of implied contract, (ix) breach of confidence, (x) bailment, and (xi) violation of state data breach statutes. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

CPK has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Kansas Gilleo, Sydney Rusen, Esteban Morales, Douglas Wallace, Brett Rigas, and Evencio Diaz) sued on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or CPK. Instead, the Plaintiffs negotiated a settlement with CPK that allows both Plaintiffs and CPK to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class members to obtain benefits without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class members. This Settlement does not mean that CPK did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you received notice of the Data Security Incident announced by CPK on or about November 15, 2021.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are (i) CPK's officers and directors; (ii) any entity in which CPK has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CPK. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

There are three types of claims-based remedies that are available: (1) ordinary out-of-pocket expense reimbursements, and compensation for lost time; (2) extraordinary expense reimbursements for a victim of actual identity theft; and (3) credit monitoring. You may submit a claim for any of the above-listed remedies. To claim each type of remedy, you must provide information and documentation with the Claim Form.

The total amount of money paid by CPK for expense and time reimbursements is uncapped in the aggregate. What this means is that while individual payments have caps (see Question 8), there is no cap on how much CPK will pay to satisfy valid claims, and individuals' claims will not be reduced *pro rata*.

The Settlement will provide credit monitoring services to all valid claimants who enroll.

Additionally, the Settlement provides a \$100 California statutory damages award to residents of the State of California who submit valid claims.

The Settlement also provides that CPK will maintain for a period of at least three (3) years certain security measures and enhancements it implemented in consultation with a cybersecurity consultant following the Data Security Incident ("Business Practice Commitments"). The costs of these Business Practice Commitments will be paid entirely by CPK and will not reduce the monetary relief the Settlement makes available to Settlement Class members.

8. What Settlement benefits are available?

Ordinary Expense and Time Reimbursements: Qualified Class Members are eligible to claim reimbursement of up to \$1,000 per person for their documented out-of-pocket expenses and compensation for time spent resulting from the Data Security Incident, including:

- Out-of-pocket expenses, bank fees (including but not limited to card replacement and over-limit fees, and interest on short-term loans), long-distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on data used), postage, or gasoline for local travel;
- Out-of-pocket expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft insurance products purchased between September 15, 2021, and October 27, 2022; and
- Up to 3 hours of lost time, at \$20/hour, if at least one full hour was spent dealing with the Data Breach.

Extraordinary Expense Reimbursements: Qualified Class members who suffered actual identity theft are eligible to claim reimbursement of up to \$5,000 per person for their extraordinary documented out-of-pocket losses if the loss (1) was more likely than not caused by the Data Security Incident; (2) occurred between September 15, 2021, and October 27, 2022; and (3) the loss is not already covered and the claimant made reasonable efforts to mitigate the loss.

\$100 California Statutory Claim Benefit: In addition to the above benefits, the California Settlement Subclass members will also be eligible for a separate, California statutory damages award. \$100 will be awarded to California Settlement Subclass members (those Settlement Class members who reside in California or resided in California when they received notification from CPK of the Data Security Incident) who submit a claim. This additional amount can be combined with a claim for reimbursement for lost time, with reimbursement for out-of-pocket losses, and (if applicable) with reimbursement for extraordinary losses, and shall be subject to the \$1,000 cap on compensation for ordinary losses and lost time.

Credit Monitoring: Settlement Class members are each individually eligible to receive 24 months of 3-bureau credit monitoring to Settlement Class members who enroll. This service will have substantially the same scope as identity monitoring services previously offered by CPK in its data breach notification letters.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get benefits from the Settlement?

To ask for a payment or credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at CPKDataBreachSettlement.com or you may request one be sent to you by mail by calling 855-535-1819. Read the instructions carefully, fill out the Claim Form, and submit it through the Settlement Website no later than **October 27, 2022**, or mail it postmarked no later than **October 27, 2022**, to the following address:

CPK Settlement Administrator
P.O. Box 5129
Portland, OR 97208-5129

10. 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 Settlement Class member who submits a Claim Form. If the required information is not timely provided, the claim will be considered invalid and will not be paid, and credit monitoring will not be provided. Class Counsel and Counsel for CPK will be able to review the claims.

Should a Settlement Class member wish to dispute the decision on their claim, there is a process to do so, involving submission of the dispute to the Claims Referee. A more detailed description of this process is included in Section 7(d) of the Settlement Agreement. The Settlement Agreement is available at CPKDataBreachSettlement.com.

11. When will I get my payment?

The Court will hold a Final Approval Hearing at 7:30am PST on November 3, 2022 at 411 West Fourth Street, Santa Ana, CA, 92701-4516, Courtroom 10A to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all Claim Forms to be processed, depending on the number of claims submitted. Please be patient.

REMAINING IN THE SETTLEMENT

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

You do not need to do anything to remain in the Settlement, but if you would like to enroll in credit monitoring or be eligible to receive a payment, you must submit a Claim Form postmarked by **October 27, 2022**.

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

If the Settlement becomes final, you will give up your right to sue CPK for the claims being resolved by this Settlement. The specific claims you are giving up against CPK are described in Section 9 of the Settlement Agreement. You will be “releasing” CPK and all related people or entities as described in Section 9 of the Settlement Agreement. The Settlement Agreement is available at CPKDataBreachSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means, you can talk to the law firms listed in Question 17 for free, or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from this Settlement, but you want to keep the right to sue CPK about issues in the Lawsuit, 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 still get payment from the Settlement?

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

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue CPK 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 benefits.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail or email including your name, address, and phone number of the person seeking exclusion. Each request must also contain a signed statement to the following effect: “I request to be excluded from the Settlement Class in the CPK lawsuit.” You must mail your exclusion request **postmarked no later than September 27, 2022**, to the following address:

CPK Settlement Administrator
P.O. Box 5129
Portland, OR 97208-5129
info@CPKDataBreachSettlement.com

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Mason Barney of Siri & Glimstad LLP; David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC; Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP; and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP to represent you and other Settlement Class members. These lawyers are called Class Counsel. 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.

18. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award combined attorneys’ fees and costs in the amount of \$800,000. Class Counsel will also request approval of an incentive award of \$2,000 for each Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by CPK and will not reduce the amount of total payments available to Settlement Class members.

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 object to the Settlement?

You can tell the Court that you object to the Settlement or some part of it by following the procedures outlined in the Settlement Agreement. The Court will consider valid and timely filed objections in its decision whether to approve the Settlement. To object, you must file with the Court and mail or email copies to Class Counsel and CPK’s Counsel a written notice stating that you object to the Settlement in *In re California Pizza Kitchen Data Breach Litigation*, Master File No. 8:21-cv-01928-DOC-KES.

Your objection must include:

- 1) the title of the case;
- 2) your name, address, telephone number, and email address;
- 3) all legal and factual bases for your objection;
- 4) copies of any documents that you want the Court to consider;
- 5) the identity of the your attorney, if any; and
- 6) if you or your attorney wish to appear at the Final Approval Hearing, say so and identify any documents or witnesses you intend to call on your behalf.

Your objection must be filed with the Court and mailed or emailed to Class Counsel and CPK's Counsel, postmarked or emailed no later than **September 27, 2022**, at all of the addresses below.

CLASS COUNSEL	CPK'S COUNSEL
<p style="text-align: center;">Rachele R. Byrd WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP 750 B Street, Suite 1820 San Diego, CA 92101 Telephone: (619) 239-4599 byrd@whafh.com</p> <p style="text-align: center;">Daniel O. Herrera CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP 135 S. LaSalle, Suite 3210 Chicago, IL 60603 Telephone: (312) 782-4880 dherrera@caffertyclobes.com</p>	<p style="text-align: center;">Jon Kardassakis LEWIS BRISBOIS LLP 633 W. 5th Street, Suite 4000 Los Angeles, CA 90071 Jon.Kardassakis@lewisbrisbois.com</p>

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court the factual and legal bases of why the Settlement should not 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 Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at 7:30am PST on November 3, 2022 at 411 West Fourth Street, Santa Ana, CA, 92701-4516, Courtroom 10A in the United States District Court for the Central District of California, 411 West Fourth Street, Santa Ana, CA 92701-4516, Courtroom 10A. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 19). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

22. Do I need to appear at the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 19 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any compensation or credit monitoring from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement, including the release in the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against CPK or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at CPKDataBreachSettlement.com or by writing to CPK Settlement Administrator, P.O. Box 5129, Portland, OR 97208-5129.

26. How do I get more information?

Go to CPKDataBreachSettlement.com, call 855-535-1819, or write to the CPK Settlement Administrator, P.O. Box 5129, Portland, OR 97208-5129.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***