

**IF YOU USED A CREDIT OR DEBIT CARD AT ANY WAWA CONVENIENCE STORE OR FUEL PUMP BETWEEN MARCH 4, 2019 AND DECEMBER 12, 2019, YOU MAY BE PART OF A CLASS ACTION SETTLEMENT**

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

Wawa, Inc. (“Wawa”) has agreed to pay up to \$9 million in cash and Gift Cards to settle a class action lawsuit regarding a data security incident Wawa announced in December 2019. Between March 4, 2019 and December 12, 2019 (the “Period of the Security Incident”), cybercriminals accessed Wawa’s computer systems and obtained customers’ cardholder information, including credit and debit card numbers, card expiration dates, and cardholder names on payment cards that were used at Wawa stores or fuel pumps during that time period (the “Data Security Incident”). This Settlement resolves claims on behalf of all customers who used their credit or debit cards at Wawa during the Period of the Security Incident (the “Settlement”). In addition to the Gift Cards and monetary compensation described below, Wawa has implemented and agreed to further implement significant data security enhancements, collectively valued at no less than \$35 million. Wawa has denied the allegations made by the plaintiffs in these cases.

**Settlement Class**

The Settlement Class consists of all customers who reside in the United States and who used a credit or debit card at a Wawa convenience store or fuel pump at any time during the Period of the Security Incident. Excluded from the Class are Wawa’s executive officers and the Judge to whom the Lawsuit is assigned.

**Summary of the Settlement Terms**

The Settlement provides three alternative Tiers of relief to Class Members who submit a valid Claim Form:

<b>CATEGORY</b>	<b>WHO IS ELIGIBLE</b>	<b>WHAT YOU CAN GET</b>	<b>HOW TO OBTAIN IT</b>
<b>Tier One</b>	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; (b) did not suffer attempted or actual fraud on their card; and (c) spent at least some time monitoring their accounts as a result of the Data Security Incident.	Can receive a <b>\$5 Wawa Gift Card</b>	<a href="http://www.WawaConsumerDataSettlement.com">www.WawaConsumerDataSettlement.com</a>
<b>Tier Two</b>	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; (b) can provide reasonable proof of an actual or attempted fraudulent charge on their card after that transaction; and (c) spent at least some time monitoring their accounts as a result.	Can receive a <b>\$15 Wawa Gift Card</b>	<a href="http://www.WawaConsumerDataSettlement.com">www.WawaConsumerDataSettlement.com</a>
<b>Tier Three</b>	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; and (b) can provide reasonable documentary proof of money they lost or spent out-of-pocket in connection with an actual or attempted fraudulent transaction on the card that is reasonably attributable to the Data Security Incident.	Can receive <b>cash reimbursement of up to \$500</b>	<a href="http://www.WawaConsumerDataSettlement.com">www.WawaConsumerDataSettlement.com</a>

Class Members can receive relief from a single Tier only and may submit one Claim Form (regardless of the number of cards they used or transactions they made at Wawa during the Period of the Security Incident).

The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement, Gift Cards or cash reimbursement will be sent after any appeals are resolved.

## YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

### Option 1: Submit a Claim Form to be Eligible for Compensation

If you timely submit a valid Claim Form by **November 29, 2021**, you will receive compensation. You will also give up your right to sue Wawa regarding the Data Security Incident.

### Option 2: Exclude Yourself From the Settlement

If you do not wish to receive compensation from the Settlement and you would like to retain the right to sue Wawa over the Data Security Incident on your own at your own expense and on an individual rather than a class basis, you will need to exclude yourself from the Class. You will get no monetary compensation from the Settlement. The deadline to exclude yourself (also called opting out) is **November 12, 2021**.

### Option 3: Object to the Settlement

You have a right to stay in the Class and argue in a written objection that the Settlement should not be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. The deadline to object is **November 12, 2021**. You can also ask to speak in Court about the fairness of the Settlement.

### Option 4: Do Nothing

If you do nothing, you will not receive any payment. You will be bound by the Settlement's terms and will lose the right to sue Wawa regarding the Data Security Incident. All Class Members, however, will receive the benefit of Wawa's data security enhancements, regardless of whether or not they submit a Claim Form.

## THE SETTLEMENT BENEFITS

### 1. What financial benefits are available to Class Members?

Class Members who submit valid and timely claims will be entitled to either a Wawa Gift Card or cash reimbursement of actual out-of-pocket expenses and losses.

There are three Tiers of compensation. You are entitled to compensation in only a single Tier and will be required to select the appropriate Tier when you submit a claim. You are entitled to only one payment, regardless of how many credit or debit cards you used at Wawa during the Period of the Security Incident or how many times you used your card at Wawa. In order to claim a payment, you must provide related documentation with your appropriate Tier Claim Form as set forth below.

#### **TIER ONE**

Class Members who made a credit or debit card purchase at any Wawa convenience store or fuel pump between March 4, 2019 and December 12, 2019 but experienced no actual or attempted fraudulent charge on their credit or debit card must: (a) provide reasonable proof of such a purchase; and (b) attest that they spent some amount of time after March 4, 2019 monitoring their accounts as a result of the Data Security Incident.

Reasonable proof of purchase may include:

- A bank statement or credit card statement;
- A screen shot from a banking or credit card company website or mobile app;
- A Wawa receipt; or
- Any other reasonable proof that verifies the date of the transaction and the fact that it was at a Wawa store or fuel pump.

Tier One claimants will be entitled to a **\$5 Wawa Gift Card**. Total Tier One compensation is subject to a \$6 million ceiling and \$1 million floor. That means that if the total value of all of the Gift Cards in Tier One would be more than \$6 million, each Gift Card will be reduced on a *pro rata* basis so that the total value distributed is \$6 million. If the total value of all of the Gift Cards in Tier One would be less than \$1 million, the value of each Gift Card will be increased on a *pro rata* basis until the total value distributed is \$1 million.

#### **TIER TWO**

Class Members who experienced an actual or attempted fraudulent transaction after March 4, 2019 on a credit or debit card they used at a Wawa convenience store or fuel pump during the Period of the Security Incident but have no out-of-pocket damages in connection with that actual or attempted fraudulent transaction are entitled to a Tier Two payment. Tier Two claimants must: (a) provide reasonable proof of a credit or debit card purchase at Wawa between March 4, 2019 and December 12, 2019; (b) provide reasonable proof of an actual or attempted fraudulent transaction on the card that occurred after that purchase; and (c) attest that they spent some amount of time after March 4, 2019 to monitor their accounts or otherwise deal with the fraudulent transaction.

Reasonable forms of proof of an actual or attempted fraudulent transaction may include:

- A bank statement or credit card statement;
- A screen shot from a bank account or credit card account on a website or mobile app;
- An email or other correspondence with the bank or credit card company;
- A police report; or
- Any other reasonable proof.

Reasonable proof may include proof of reversal of the fraudulent charge.

Tier Two claimants will be entitled to a **\$15 Wawa Gift Card**. Total Tier Two compensation is subject to a \$2 million ceiling and no floor. That means that if the total value of all of the Gift Cards in Tier Two exceeds \$2 million, each Gift Card will be reduced in value on a *pro rata* basis until the total value distributed is \$2 million.

### **TIER THREE**

Class Members who experienced an actual or attempted fraudulent transaction on their credit or debit card and have actual out-of-pocket losses in connection with such actual or attempted fraudulent transaction reasonably attributable to the Data Security Incident are entitled to a Tier Three payment. Tier Three claimants must provide: (a) reasonable proof of a credit or debit card purchase at Wawa between March 4, 2019 and December 12, 2019; (b) reasonable proof of an actual or attempted fraudulent transaction on the same card after the Wawa purchase, or a reversal of a fraudulent transaction that occurred after the date of purchase; and (c) reasonable proof of the resulting actual out-of-pocket expense(s) or loss.

Actual out-of-pocket expenses and losses may include, but are not limited to:

- Unreimbursed fraud charges;
- Bank fees;
- Replacement card fees;
- Late fees from transactions with third parties that were delayed due to fraud or card replacements;
- Credit freeze fees;
- Parking expenses or transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement card; or
- Other expenses reasonably attributable to the Data Security Incident.

Reasonable forms of proof of an out-of-pocket expense may include:

- A receipt;
- A bank statement or credit card statement;
- A screen shot from a bank account or credit card account;
- An email or other correspondence with a bank, credit card issuer, merchant or vendor;
- A police report; or
- Any other reasonable form of proof.

Acceptable forms of proof of a Wawa purchase and an actual or attempted fraudulent transaction are described in Tier One and Tier Two above.

Tier Three claimants will be entitled to a cash payment (not a Wawa Gift Card) equal to their out-of-pocket expenses or losses **up to \$500**. Tier Three compensation is subject to a \$1 million ceiling and no floor. That means that if the aggregate value of valid claims exceeds \$1 million, the amount of individual distributions will be reduced on a *pro rata* basis.

**Each Class Member is entitled to make only one claim, regardless of how many debit or credit cards they used at Wawa during the Period of the Security Incident and regardless of how many times they used the card at Wawa. Class Members are not entitled to more than one form of recovery.**

*Any information that you provide as part of this Settlement—including your name, email address, mailing address, or any other contact information—will not be used by Wawa or any third party for any marketing purpose, or for any other reason that is unrelated to the administration of this Settlement.*

## 2. What data security improvements has Wawa agreed to implement?

For a period of two years after the Settlement is approved by the Court, Wawa agrees to an injunction which requires it to: (a) retain a qualified security assessor on an annual basis to assess compliance with payment card industry requirements and issue a Report on Compliance evidencing compliance with all requirements; (b) conduct annual penetration testing and remediate critical vulnerabilities or implement compensating controls; (c) encrypt payment card information and comply with EMV security procedures at point-of-sale terminals in Wawa stores; (d) implement EMV security procedures at Wawa fuel pumps; and (e) maintain written information security programs, policies, and procedures. These enhancements, along with other enhancements made prior to the Settlement and attributed in part to this litigation, are valued at no less than \$35 million. Class Members do not need to submit a Claim Form in order to receive this benefit under the Settlement.

## 3. How does the Wawa Gift Card work?

Wawa will email electronic Wawa Gift Cards to Class Members at the email address provided in the Claim Form for members of Tier One and Tier Two. If Class Members do not have an email account of their own, they can provide an alternative email account of a friend or family member who can receive the electronic Gift Card on that Class Member's behalf. The Gift Card will be in electronic form and can either be scanned in-store directly from a Class Member's smartphone or may be printed out and scanned in hard copy. The Gift Cards shall be fully transferable, shall not expire in less than one year, and shall be usable toward the purchase of any item (including fuel paid for inside the store) sold at Wawa stores or fuel pumps, other than cigarettes and other tobacco or nicotine products. The Wawa Gift Cards may be used multiple times if the initial transaction is less than their full face value.

## HOW TO GET BENEFITS

## 4. How do I get my Gift Card or cash compensation?

To receive a Gift Card or cash payment, you must complete and submit the appropriate Tier Claim Form with supporting documentation. Read the instructions carefully, fill out the Claim Form, and submit it online by **November 29, 2021** or print it out and mail it postmarked no later than **November 29, 2021** to:

Wawa Consumer Data Settlement  
P.O. Box 43502  
Providence, RI 02940-3502

Claim Forms and supporting documentation can also be emailed to [info@WawaConsumerDataSettlement.com](mailto:info@WawaConsumerDataSettlement.com).

## 5. When will I receive my payment?

If you submit a complete, valid, and timely Claim Form, the Settlement Administrator will send your Gift Card or cash payment to you after the Court grants final approval of the Settlement and any appeals have been exhausted. Please be patient as this process may take some time. Neither Wawa, the Settlement Administrator, nor Class Counsel has control over how long it may take to receive your Gift Card or cash payment. The Settlement Administrator may require additional information from any claimant if the original claim submission is deficient.

## 6. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue Wawa for the Data Security Incident resolved by this Settlement. The specific claims you are giving up against Wawa are described in Section XIII of the Settlement Agreement. You will be "releasing" Wawa and all related people or entities as described in Section XIII of the Settlement Agreement. The Settlement Agreement is available at [www.WawaConsumerDataSettlement.com](http://www.WawaConsumerDataSettlement.com).

The Settlement Agreement describes the released claims very specifically, so please read it carefully. If you have any questions, you can contact the law firms listed in Question 8 for free or you can consult your own lawyer at your own expense if you have questions about what the release means.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive compensation from this Settlement, but you want to keep the right to sue Wawa on your own and at your own expense about the Data Security Incident, 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. If you opt out of the Settlement Class, you will not be bound by any judgment in this case. You must exclude yourself from the Settlement Class to pursue any other lawsuit against Wawa for the claims arising in this case. **IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT BE ENTITLED TO RECEIVE MONETARY COMPENSATION FROM THE SETTLEMENT.**

### 7. How do I exclude myself from the Settlement Class?

To exclude yourself, you must send a letter by U.S. Mail stating you wish to do so. Your “Request for Exclusion” must include:

- The name of this lawsuit (*In re Wawa, Inc. Data Security Litigation (“Consumer Track”)*, No. 19-cv-6019-GEKP (E.D. Pa.));
- Your name and address;
- A statement requesting exclusion from the Class; and
- Your signature

You must mail your Exclusion Request postmarked by **November 12, 2021**, to:

Wawa Consumer Data Settlement - Exclusions  
P.O. Box 43502  
Providence, RI 02940-3502

### THE LAWYERS REPRESENTING YOU

### 8. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Sherrie R. Savett of Berger Montague, PC, 1818 Market Street, Suite 3600, Philadelphia, PA 19103; Benjamin F. Johns of Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, PA 19041; Roberta D. Liebenberg of Fine, Kaplan and Black, R.P.C., One South Broad Street, 23<sup>rd</sup> Floor, Philadelphia, PA 19107; and Linda P. Nussbaum of Nussbaum Law Group, P.C., 1211 Avenue of the Americas, 40<sup>th</sup> Floor, New York, NY 10036. 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.

### 9. How will the lawyers be paid?

Class Counsel will ask the Court to award \$3.2 million for attorneys’ fees, litigation costs, and the cost of the third-party Settlement Administrator. The attorneys’ fees will compensate Class Counsel for their role in obtaining both the monetary relief and improvements in Wawa’s data security practices. Class Counsel will also ask the Court to approve a \$1,000 service award for each of the 14 Class Representatives for their efforts in litigating this case on behalf of the Settlement Class. One of these Class Representatives was a plaintiff in a related case in New Jersey state court, which is included in this Settlement. Any amount that the Court awards for these collective items will be paid directly by Wawa, and will not reduce the amount made available to compensate Class Members.

## OBJECTING TO THE SETTLEMENT

### 10. 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 and think that it should not be approved. The Court will consider your views. To do so, you must submit your written objection to the Clerk of Court and the Settlement Administrator at the addresses below.

Your objection must include the following:

- The name of the lawsuit (*In re Wawa, Inc. Data Security Litigation (“Consumer Track”)*, No. 19-cv-6019-GEKP (E.D. Pa.));
- Your full name, address, telephone number, email address (if any), and signature;
- Information confirming that you are a member of the Settlement Class (for example, proof of a credit or debit card purchase at a Wawa store or fuel pump during the Period of the Security Incident);
- The specific reasons for your objection;
- A statement as to whether your objection applies only to you, or to a specific subset of the Class, or applies to the entire Class;
- The names and addresses of all lawyers representing you in connection with the objection (if any);
- A statement as to whether you and/or your lawyer intend to appear at the Fairness Hearing; and
- A list, by case name, court, and docket number, of all other cases in which you and/or your lawyer(s) have filed an objection to any proposed class action settlement within the last five (5) years.

You may (but are not required to) include copies of any documents you wish to submit in support of your position, and any legal support for your objection that you believe is applicable.

You must mail the objection to both the Court and the Settlement Administrator at the following addresses, and it must be postmarked no later than **November 12, 2021**:

<b>THE COURT</b>	<b>SETTLEMENT ADMINISTRATOR</b>
Office of the Clerk United States District Court for the Eastern District of Pennsylvania U.S. Courthouse 601 Market Street, Room 2609 Philadelphia, PA 19106	Wawa Consumer Data Settlement - Objections P.O. Box 43502 Providence, RI 02940-3502

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

Objecting is telling the Court you do not like the Settlement and why you think it, or parts of it, should not 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.

### **FAIRNESS HEARING**

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

The Judge presiding over this matter, the Hon. Gene E.K. Pratter, will hold a Fairness Hearing at 10:00 a.m. on January 26, 2022, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, Courtroom 10613. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.WawaConsumerDataSettlement.com](http://www.WawaConsumerDataSettlement.com) or call 1-866-817-4934 for any updates about the hearing. The Court may also allow participation at this hearing via video or phone in light of the COVID-19 pandemic. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much Class Counsel will receive in attorneys' fees and expense reimbursement, payment for settlement administration costs, and the request for service awards for the Class Representatives. If there are timely objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (*see* Question 10). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

13. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time and mailed it according to the instructions provided in Question 10, the Court will consider it.

If you want to speak at the Fairness Hearing, you must file an objection according to the instructions in Question 10.

### **IF YOU DO NOTHING**

14. What happens if I do nothing?

If you do nothing, you will get no compensation from this Settlement and, if the Settlement is approved 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 Wawa concerning the Data Security Incident.

### **GETTING MORE INFORMATION**

15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement, which is on the Settlement Website at [www.WawaConsumerDataSettlement.com](http://www.WawaConsumerDataSettlement.com). You may also send questions to Wawa Consumer Data Settlement, P.O. Box 43502, Providence, RI 02940-3502. You can also get a Claim Form at the website, by clicking the links at the beginning of this Notice, by scanning the appropriate QR code at a Wawa location which links directly to the Settlement Website, or by calling the toll-free number, 1-866-817-4934. For further information, please contact Class Counsel at (610) 642-5708.

***Please do not contact the Court or Wawa with questions about the Settlement. Visit the website or call the number listed above.***