

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement is made by and among the Plaintiff Thomas Luca, Jr. (“Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class Members, and The Paradies Shops, LLC (“Paradies Shops”), Hojeij Branded Foods, LLC, (“Hojeij”), HBF APU JV, LLC (“HBF”), AP United LLC (“AP United”) (collectively “Defendants”) subject to the Court’s approval as set forth herein.

1. RECITALS

1.1 On February 20, 2020, Plaintiff filed a complaint in the Wayne County Circuit Court, State of Michigan, titled *Thomas Luca, Jr. v. The Paradies Shops, LLC et al.*, No. 20-2698 (the “Litigation”). Plaintiff asserted a single class-wide claim for violations of the Fair and Accurate Credit Transaction Act (“FACTA”), 15 U.S.C. § 1681c(g). Plaintiff alleged that Defendants’ systematic use of electronically printed receipts which contained more than the last five digits of each credit or debit card number violated 15 U.S.C. § 1681c(g)(1).

1.2 Defendants subsequently removed the Litigation to the United States District Court for the Eastern District of Michigan, where the Litigation was assigned Civil Action No. 2:20-cv-10763.

1.3 Defendants thereafter filed a Motion to Dismiss which was subsequently fully briefed by the Parties.

1.4 On January 21, 2021, the Parties participated in a mediation lasting for nine hours before the Honorable Gerald E. Rosen (Retired). The parties conducted several additional lengthy telephone conferences with Judge Rosen in aid of settlement of this matter and this Settlement Agreement.

1.5 Within ten (10) days of execution of this Agreement, Plaintiff agrees to voluntarily dismiss the Litigation without prejudice and subsequently re-file his litigation in Wayne County Circuit Court, State of Michigan. By agreement of the parties, the filing date of subsequently filed litigation will be treated as the date of filing of the Litigation (i.e., February 20, 2020) for all purposes including for any statute of limitations defense that could be raised; this provision shall survive if there is any nullification or voiding of this Agreement as contemplated in Section 6.

1.6 Plaintiff and Class Counsel have analyzed and evaluated the merits of the parties’ contentions and this settlement as it affects all of the Settlement Class Members. Plaintiff and Class Counsel, after taking into account the foregoing along with the risks and costs of further

litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate, and that a settlement of the Litigation is in the best interest of the Settlement Class Members.

1.7 Defendants, although continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Litigation on the terms stated herein in order to avoid further expense, inconvenience and burden. Therefore, they have determined that a settlement of this Litigation on the terms set forth herein are in their best interests.

2. DEFINITIONS

2.1 “Agreement” or “Settlement Agreement” means this Settlement and Release Agreement, together with all exhibits.

2.2 “Claims Administrator” means a company or persons selected by Defendants’ Counsel and approved by Class Counsel to administer the claims process.

2.3 “Claims Period” means the 180-day period beginning on the day that Preliminary Approval is granted.

2.4 “Class Counsel” means Kelly K. Iverson and the law firm of Carlson Lynch, LLP.

2.5 “Class Notice” means the Court-approved form(s) of notice to Settlement Class Members, which comprise notices in substantially the same form as the Notice(s) attached hereto as Exhibit A (for website); Exhibit B (for newspaper ads); Exhibit C (for Facebook); and Exhibit D (for receipts).

2.6 “Class Period” means the period from August 1, 2019 through March 31, 2020.

2.7 “Defendants’ Counsel” means Andrew Soven and the law firm of Holland & Knight LLP.

2.8 “Operative Date” of this Agreement means the last date by which all of the following have occurred:

- The Parties have executed the Agreement;
- The Parties have submitted to the Court and the Court has entered the following: (a) Preliminary Approval Order; (b) Final Approval Order; and (c) Final Judgment; and

- The Final Judgment becomes final and is no longer subject to appeal or review.

2.9 “Opt-Out and Objection Date” means the date 180 days after the date of Preliminary Approval and the date by which a Settlement Class Member must file objections, if any, with the Clerk of the Court and serve objections to the Claims Administrator and the parties, or must file any request to be excluded from the Settlement Class.

2.10 “Preliminary Approval” means the initial approval by the Court of the terms of this Agreement, which shall occur prior to any Notice being provided to the Settlement Class. A draft Proposed Order Granting Motion for Preliminary Approval of Class Settlement, Directing Issuance of Settlement Notice, and Scheduling Final Approval is attached hereto as Exhibit E.

2.11 “Settlement Class Members” or “Settlement Class” means all individuals residing in the United States who made a credit or debit card purchase from the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurants located at the Detroit Metropolitan Wayne County Airport (“DTW”) on or after August 1, 2019 and prior to March 31, 2020, and received a printed receipt at the point of sale or transaction. Settlement Class Members do not include Defendants, their subsidiaries and affiliates, their officers, directors, employees, any entity in which Defendants has a controlling interest, and the legal representatives, successors, or assigns of any such excluded persons or entities.

2.12 “Released Parties” means Defendants and all of their past and present parents, subsidiaries, divisions, affiliates and persons and entities directly or indirectly under its control in the past or in the present; Defendants’ assignors, predecessors, successors and assigns; and the past or present partners, directors, officers, employees, agents, licensees, agencies, attorneys, insurers, accountants and representatives of any and all of the foregoing.

2.13 “Final Approval” means the final approval of this Agreement by the Court after Notice to the Settlement Class.

2.14 “Final Judgment” means the Judgment to be entered by the Court following Final Approval., which shall be binding upon the parties and Settlement Class.

2.15 As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

3. **TERMS AND CONDITIONS.**

In consideration of the terms, conditions, and provisions of this Agreement the parties agree as follows:

3.1 Non-Monetary Relief: HBF APU JV, LLC began issuing credit card receipts which contained five or less digits and truncating the expiration date of customer credit and debit account numbers from printed receipts as of no later than March 31, 2020. Defendants further agree to provide instruction to relevant personnel to recognize and report any issues related to FACTA compliance.

3.2 Relief to the Class: Defendants agree to issue a minimum of 16,675 Vouchers, each with a value of \$40.00. As soon as reasonably practicable after the Operative Date, and in no event later than twenty (20) calendar days after the Operative Date, the Class Administrator shall provide a single paper or electronic Voucher to each Settlement Class Member who timely submits a valid claim form in substantially the same form attached as Exhibit H hereto (“Claim Form”). The Voucher will permit the Class Member recipient to redeem the value of the Voucher at any of the restaurants or merchants identified on Exhibit F. The Voucher shall expire 365 days after the Operative Date and be subject to one time use (i.e., if the holder of the Voucher does not use the entire \$40.00 value of the Voucher when an initial purchase is made, the Voucher shall have no remaining value). The form of, and information and disclosures to be included on, the Vouchers shall be agreed to by the Parties.

3.3 Claim Procedure. Claims must be completed in writing and submitted by U.S. mail, email, or through an online form submission to the Claims Administrator under penalty of perjury. The Settlement Class Members must state affirmatively that they: (a) made a purchase from the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurants located at DTW during the Class Period and (b) received a printed receipt at the point of sale. Claim Forms must be returned to the Claims Administrator no later than 180 days after issuance of Preliminary Approval. The Claims Administrator shall make available on a settlement website claim forms and Notices and a frequently asked questions (FAQ) section to address inquiries of the Settlement Class with questions about the claims process and shall e-mail Claim Forms and notices to persons who contact it and request such information.

3.4 Defendants, without admitting to liability, represent and warrant that the Class Period is a true and accurate representation to the best of their knowledge of the beginning and end

dates for which receipts were being printed with more than the last five digits of the credit or debit card number exposed at the HBF locations referred to in paragraph 2.11. Defendants understand that Plaintiff and the Settlement Class relied on such representations in reaching the terms of this Settlement Agreement.

3.5 The Claims Administrator will submit a declaration to the Court and counsel for the parties at least ten (10) court days before the date scheduled for Final Approval certifying that notice was provided in accordance with the terms of the Agreement and the total number of valid claims received from Settlement Class Members.

3.6 Procedure if Vouchers Remain After Settlement Class Claims. If the Settlement Class Members submit less than 16,675 claims for Vouchers, then after Vouchers have been distributed to Settlement Class Members that made claims the Claims Administrator shall distribute all remaining Vouchers to United Service Organizations (“USO”) locations, which agree to participate, in the airports identified on Exhibit G for the USO to distribute at no cost to travelers that are members of the U.S. military either through the “treat our troops” program administered at various USO locations or at the USO’s discretion. All Vouchers distributed to USO locations shall expire 365 days after the Operative Date regardless of the date on which an individual USO location provides the Voucher to an eligible recipient.

3.7 Class Counsel’s Attorneys’ Fees:

(a) Defendants agree not to oppose or cause any other person to oppose Class Counsel’s application for attorneys’ fees, costs, and expenses in an amount up to, but not to exceed \$308,000.00. This amount, if and to the extent awarded by the Court, shall be the total obligation of Defendants to pay Class Counsel for attorneys’ fees, costs, and expenses or payments of any kind. The Parties agree that the settlement is not dependent upon the actual amount of fees approved by the Court.

(b) Defendants shall pay such award by wire transfer or check to Class Counsel within ten (10) days after (i) the Operative Date and (ii) delivery to Defendants’ Counsel of all payment routing information and tax I.D. numbers for Class Counsel. If, for any reason, Final Approval does not occur, no attorneys’ fees, costs, expenses or interest whatsoever shall be awarded or payable to Class Counsel. Payment of the amount described in this section shall be in addition to and shall not affect the settlement relief otherwise provided in this agreement.

3.8 Incentive Award. The parties agree that an incentive award to the Class Representative of \$2,500.00 is fair and reasonable. If such an award is approved by the Court, no later than ten (10) business days after the Operative Date, Defendants will pay Class Representative \$2,500.00 separate and apart from any benefits to be paid to the Class.

3.9 Costs of Claim Administration and Notice. All costs associated with administration of this Settlement Agreement and with Notice of this Settlement Agreement shall be paid by Defendants.

~~3.10~~ Class Representative agrees to refrain from disparaging Defendants publicly or in the media regarding any issue related to this case. During the notice period, the parties agree that any public posting or announcement made by Class Counsel related to the settlement will be provided in advance to Defendants' Counsel for review and approval, and such approval not to be unreasonably withheld.

3.11 The value of an individual Voucher has been chosen by the parties as a method of determining an appropriate settlement amount to pay each Class Member, without admission of liability by any party. Further, the value of an individual Voucher contemplated herein is intended to represent and include any and all damages claimed by or owed to all Class Members related to the settled claims including, but not limited to, interest charges, general damages, and other damages.

4. RELEASE.

In further consideration of the terms and provisions of this Agreement, the parties hereto promise and agree as follows:

4.1 Excepting only the obligations imposed by this Agreement, Class Representative and the Class Members shall and hereby do forever relieve, release and discharge Defendants and their affiliated entities, and their predecessors, successors, assigns, attorneys, accountants, insurers, representatives, parents, partners, officers, directors, stockholders, employees, and agents, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses (including but not limited to attorneys' fees), damages, actions, causes of action, and claims for relief (referred to hereafter collectively as "claims") of whatever kind or nature, under any theory, whether legal, equitable or other, under the law, either common, constitutional, statutory, administrative, regulatory, or other, of any jurisdiction, foreign or domestic, whether such claims are known or unknown, suspected or

unsuspected, arising out of, or in connection with the matters or facts alleged or set forth in the Litigation.

4.2 Class Representative is entering into the Settlement Agreement on behalf of himself individually, and as a representative of the Settlement Class, of his own free will and without the receipt of any consideration other than what is provided in the Settlement Agreement or disclosed to, and authorized by the Court. Class Representative has reviewed the terms of the Settlement Agreement and believes them to be fair and reasonable, and covenants that he will not file a Request for Exclusion or to opt out of the Settlement Class or object to the Settlement Agreement.

5. **REPRESENTATIONS AND WARRANTIES.**

Class Representative, on behalf of himself and the Class Members, on the one hand, and Defendants, on the other hand, and each of them, represent and warrant to, and agree with, each other as follows:

5.1 All parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and release provided herein, and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by each party, that party's attorney reviewed this Agreement at length, made negotiated changes, and signed this Agreement to indicate that the attorney approved this Agreement as to form and substance.

5.2 Except as expressly stated in this Agreement, no party has made any statement or representation to any other party regarding any fact relied upon by any other party in entering into this Agreement, and each party specifically does not rely upon any statement, representation, or promise of any other party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

5.3 There have been no other agreements or understandings between the parties hereto, or any of them, relating to the disputes referred to in this Agreement, except as expressly stated in this Agreement.

5.4 Each party has made such investigation of the facts pertaining to this settlement and this Agreement, and all of the matters pertaining thereto, as it deems necessary.

5.5 The terms of this Agreement, without limitation, are contractual, not a mere recital, and are the results of negotiation among all the parties.

5.6 This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each person executing this Agreement.

5.7 Each person executing this Agreement in a representative capacity warrants that he, she or it is fully authorized and empowered to do so.

5.8 Each party hereto agrees that such party will not take any action which would interfere with the performance of this Agreement by any of the parties hereto or which would adversely affect any of the rights provided for herein.

5.9 The parties hereto covenant and agree not to bring any claim, action, suit, or proceeding against any party hereto, directly or indirectly, regarding or related in any manner to the matters released hereby, and they further covenant and agree that this Agreement is a bar to any such claim, action, suit, or proceeding.

6. **COURT APPROVAL OF SETTLEMENT.**

Preliminary and Final Approval of this Agreement are contemplated by the parties and are express conditions precedent to this Agreement. If such approvals are not given, this Agreement shall be null and void except as expressly stated in Paragraph 1.5 to survive. As part of this settlement, the parties agree to the following procedures for obtaining preliminary approval of the settlement from the Court, notifying the Class Members and obtaining final Court approval of the settlement:

6.1 Preliminary Approval. Class Counsel, on behalf of Plaintiff, shall move the Court for entry of an order granting Preliminary Approval of this Settlement Agreement. With the motion, Plaintiff will submit this Agreement, which sets forth the terms of this settlement, and will submit proposed forms of all notices and other documents as are necessary to implement the settlement. Class Counsel will also request that the Court schedule a date for Final Approval, and request that it occur at the earliest opportunity after 195 days following the Preliminary Approval.

6.2 Notice to the Class Members. If the Court enters a preliminary approval order, notice of this Agreement shall be provided within ten (10) days of Preliminary Approval, in the following manner:

(a) A Notice consistent with Exhibit B shall be published in The Detroit Free Press and The Detroit News, and shall remain published in each for no less than seven consecutive (7) days.

(b) The Class Administrator shall post the Notice consistent with Exhibit A on the website established by the Claims Administrator.

(c) For the entire Claims Period, Defendant will provide: (i) Notice consistent with Exhibit C pinned to the top of Paradies Lagardère's Facebook page (with a link to the settlement website); (ii) Notice consistent with Exhibit D printed on receipts given to patrons of the restaurants referred to in paragraph 2.11.

(d) Upon objection by an airport authority, landlord, licensor, franchisor, or other third party with standing to object to the implementation of any part of this Section 6.2, Defendant will first attempt to negotiate a resolution with the objecting party consistent with the Parties' intent as expressed in this Agreement, and Class Counsel shall reasonably cooperate with the same. Failing such negotiated resolution, the Parties shall work together in good faith to identify reasonable alternatives consistent with the Parties' intent as expressed in this Agreement and, if required by law, to jointly seek Court approval of such alternatives.

6.3 Procedure for Opting Out. Class Members who intend to opt out of the settlement must do so by sending a written request for exclusion from the class to the Claims Administrator, such notice to be postmarked on or before the Opt-Out and Objection Date. The written request must contain the excluded person's name and address and must be signed by that person; or electronically signed if returned via electronic mail. A Class Member who desires to be excluded but who fails to comply with the opt-out procedure set forth herein shall not be excluded from the class. The Claims Administrator shall compile a list of all Class Members who timely send such a written request for exclusion and provide a copy of that list to the Clerk of the Court and to Class Counsel ten (10) calendar days before the date for Final Approval.

6.4 Procedure for Objecting to the Class Action Settlement.

(a) Procedure for Objecting. The detailed Notice of settlement shall provide that Class Members who wish to object to the settlement must file with the Court and serve on counsel for the parties a written statement objecting to the settlement. The Class Member's written objection must include:

- (i) Identification of the Litigation;
- (ii) the objector's full name, address, telephone number and email address;

(iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;

(iv) the identity of all counsel who represent the objector, if any;

(v) a statement confirming whether the objector intends to personally appear and/or testify at the Final Settlement Hearing; and Such written statement must be filed with the Court and served on counsel for the parties no later than the Opt-Out and Objection Date. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

7. **NO SOLICITATION OF SETTLEMENT OBJECTIONS.**

At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the settlement or to appeal from any orders of the Court granting Preliminary Approval, Final Approval, and Final Judgment.

8. **NON-ASSIGNMENT OF CLAIMS.**

Class Representative and the Settlement Class Members represent and warrant that they are the sole and lawful owners of all right, title and interest in and to every claim and other matter which they purport to release herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer to any person or entity any claim or other matters herein released.

9. **SETTLEMENT.**

This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by either party of any liability of any kind to each other or to any other party, all such liability being expressly denied.

10. **SUCCESSORS AND ASSIGNS.**

This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Class Representative and all Class Members, and Defendants.

11. **INTEGRATION.**

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussion and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

12. **CONSTRUCTION OF AGREEMENT.**

This Agreement is the product of negotiation and preparation by and among each party and the parties' respective attorneys. In the event any court should find any provision of this Agreement to be ambiguous, such terms shall not be construed against any party.

13. **GOVERNING LAW.**

This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Michigan.

14. **EXECUTION IN COUNTERPARTS AND BY ELECTRONIC COPY.**

This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement. An electronic copy, PDF, or facsimile of an original signed counterpart shall be deemed an original for all purposes.

15. **SURVIVAL OF WARRANTIES AND REPRESENTATIONS.**

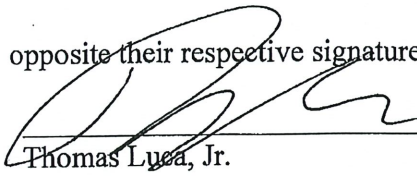
The warranties and representations of this Agreement are deemed to survive the closing hereof.

16. **SIGNATURES NECESSARY.**

This Agreement and the terms and conditions hereof shall not become effective and shall have no force or effect whatever until executed by the parties and exchanged by and between all parties. This Agreement shall take effect as of the date this Agreement is signed by Class Representative.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

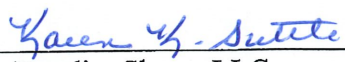


Thomas Luca, Jr.

7-27-21

Date

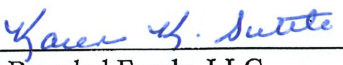
Class Representative



The Paradies Shops, LLC

7/28/2021

Date



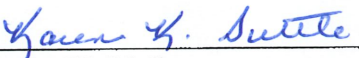
Hojeij Branded Foods, LLC

7/28/2021

Date

AP United LLC

Date



HBF APU JV, LLC

7/28/2021

Date

EXHIBIT A -- SETTLEMENT WEBSITE NOTICE

EXHIBIT B -- NEWSPAPER NOTICE

EXHIBIT C -- FACEBOOK PAGE NOTICE

EXHIBIT D -- RECEIPT NOTICE

EXHIBIT E -- PRELIMINARY APPROVAL ORDER

EXHIBIT F -- LIST OF LOCATIONS WHERE VOUCHER CAN BE USED

EXHIBIT G -- LIST OF AIRPORTS WITH REDEMPTION LOCATIONS (Ex. F) AND USOs

EXHIBIT H -- CLAIM FORMS

NOTICE OF PROPOSED SETTLEMENT AND RIGHT TO OPT-OUT

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

If you made a purchase at the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurants (the "Restaurants") located at the Detroit Metropolitan Wayne County Airport from August 1, 2019 through March 31, 2020 AND paid with a credit card or debit card, you could receive a voucher of up to \$40.00 in value from a class action settlement.

The Wayne County Circuit Court, State of Michigan, in an action titled *Thomas Luca, Jr. v. HBF APU JV, LLC et al.*, No. 21-____, has preliminarily approved a class action settlement. Class members are: All persons who made purchases at the Restaurants at Detroit Metropolitan Wayne County Airport from August 1, 2019 through March 31, 2020 using a credit or debit card and who received a printed receipt at the point of sale or transaction. This notice is a summary of your legal rights. You should visit [insert administrator website] for more details or call 1-XXX-XXXXXXX.

What is the Class Action About? The lawsuit claims that HBF APU JV, LLC, Hojeij Branded Foods, LLC, AP United LLC and The Paradies Shops, LLC, the Defendants in the above-named lawsuit, willfully printed more than five digits of the account number associated with Class Members' credit and debit cards on printed receipts when Class Members made purchases at the Restaurants between August 1, 2019 and March 31, 2020. Defendants deny that they did anything wrong.

What are My Rights? If you qualify as a Class Member, you have the following choices, which you must select by the deadlines below:

SUBMIT A CLAIM FORM Deadline: [date]	Submit a claim no later than [date] at [insert administrator website] or by mail and you will be eligible to receive a \$40 voucher for use at any of the [insert number] restaurants or merchants identified here[live link at "here" to list]. The voucher will be valid for one-year, it may only be used in one transaction, and it will have no remaining value if the entire voucher value is not used.
DO NOTHING BUT STAY IN THE SETTLEMENT	By doing nothing, you will remain in the settlement class but you will not receive a voucher. You will be legally bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue, Defendants or affiliates thereof in any lawsuit concerning the receipts you received during the Class Period.

<p>EXCLUDE YOURSELF</p> <p>Deadline: [date]</p>	<p>You may exclude yourself. If you exclude yourself, you will not be giving up any legal claims you may have against Defendants, and you will not be bound by any orders or judgments of the Court, but you will also not receive a voucher. To be excluded, you must send a letter, postmarked no later than the Deadline [date] to all three of the following:</p> <p style="text-align: center;">HBF APU JV, LLC FACTA Settlement Administrator [address]</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Kelly K. Iverson Carlson Lynch LLP 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Andrew J. Soven Holland & Knight LLP 2929 Arch Street Philadelphia, PA 19104</p> </td> </tr> </table> <p>The letter must include: (a) your full name, address and telephone number, and (b) specifically state your desire to be excluded as a Class Member in <i>Thomas Luca v. HBF APU JV, LLC et al.</i></p>	<p>Kelly K. Iverson Carlson Lynch LLP 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p>	<p>Andrew J. Soven Holland & Knight LLP 2929 Arch Street Philadelphia, PA 19104</p>				
<p>Kelly K. Iverson Carlson Lynch LLP 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p>	<p>Andrew J. Soven Holland & Knight LLP 2929 Arch Street Philadelphia, PA 19104</p>						
<p>OBJECT (AND YOU MAY ATTEND HEARING)</p> <p>Deadline: [date]</p>	<p>You may write to the Court and explain why you think the class action settlement should not be approved. Your objection to the Settlement must be filed with the Court by the deadline and sent to:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"><u>For the Class:</u></td> <td style="width: 33%; vertical-align: top;"><u>For Defendants:</u></td> <td style="width: 33%; vertical-align: top;"><u>Settlement Administrator:</u></td> </tr> <tr> <td style="vertical-align: top;"> <p>Kelly K. Iverson Carlson Lynch 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p> </td> <td style="vertical-align: top;"> <p>Andrew Soven Holland & Knight 2929 Arch Street Philadelphia, PA 19104</p> </td> <td style="vertical-align: top;"> <p>HBF APU JV FACTA [address]</p> </td> </tr> </table> <p>You may also appear at the Final Approval and ask to speak in Court about the fairness of the settlement. The Final Approval Hearing has been scheduled for _____. See below for details on filing an objection and appearing at the hearing.</p>	<u>For the Class:</u>	<u>For Defendants:</u>	<u>Settlement Administrator:</u>	<p>Kelly K. Iverson Carlson Lynch 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p>	<p>Andrew Soven Holland & Knight 2929 Arch Street Philadelphia, PA 19104</p>	<p>HBF APU JV FACTA [address]</p>
<u>For the Class:</u>	<u>For Defendants:</u>	<u>Settlement Administrator:</u>					
<p>Kelly K. Iverson Carlson Lynch 1133 Penn Avenue Floor 5 Pittsburgh, PA 15222</p>	<p>Andrew Soven Holland & Knight 2929 Arch Street Philadelphia, PA 19104</p>	<p>HBF APU JV FACTA [address]</p>					

These rights and options and the deadlines to exercise them are explained below.

1. **What is this lawsuit about?** Plaintiff alleged that Defendants violated the Fair and Accurate Credit Transactions Act by willfully printing more than five digits of the account numbers associated with class members' credit and debit cards on printed receipts for purchases made at Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurants located at the Detroit Metropolitan Wayne County Airport from August 1, 2019 through March 31, 2020.

Defendants deny that they did anything wrong or caused any harm to anyone. Defendants have taken steps to ensure that receipts printed at the Restaurants since March 31, 2020 do not contain more than five digits of credit or debit card numbers.

2. **Why is this a class action?** In a class action, one or more people called Class Representatives sue on behalf of a group (or a "Class") of people who have similar claims.

3. **Why is there a settlement?** The Parties agreed to settle in order to avoid the cost, risk, and delay of litigation and uncertainty of trial.

4. **How do I know if I am a part of the settlement?** You are a Class Member if you fall within the following definition:

"All United States residents who made a purchase at the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurants located at the Detroit Metropolitan Wayne County Airport from August 1, 2019 through March 31, 2020 with a credit or debit card and received an electronically printed receipt at the point of sale."

5. **What can I get from the settlement?** The Settlement provides class members with the opportunity to submit a claim to be eligible to receive a voucher worth \$40.

6. **When will I receive these benefits?** You will receive these benefits approximately ___ days after the Claims Submission Deadline.

7. **I want to be a part of the settlement and receive these benefits. What do I do?** To receive a voucher, you need to complete the claim form, including the attestation under penalty of perjury, at the website **[insert administrator website]** or print the claim form from the website and mail it to **[insert administrator address]**. Your online claim form must be completed and submitted by **[date]** or your paper claim form must be postmarked by **[date]**. If you do nothing, you will remain a member of the Class, but you will not get any voucher.

8. **What am I giving up to receive these benefits?** By staying in the class, all of the Court's orders will apply to you, and you give all Defendants a "release." A release means you cannot sue or be part of any other lawsuit against Defendants or any of the other persons or entities set forth in the "Release Of Class Members' Clams" paragraph below, concerning the Fair and Accurate Credit Transactions Act claims raised in this Lawsuit. The following release describes exactly the legal claims that you give up:

Release of Class Members' Claims. As of the Operative Date, and except as to rights or claims created by the Settlement, Plaintiffs and each Class Member who does not timely opt-out of the Settlement forever discharge and release Defendants and their affiliated entities, and their predecessors, successors, assigns, attorneys, accountants, insurers, representatives, parents, partners, officers, directors, stockholders, employees, and agents, and each of them, from any and all claims, debts, liabilities,

demands, obligations, promises, acts, agreements, costs, and expenses (including but not limited to attorneys' fees), damages, actions, causes of action, and claims for relief (referred to hereafter collectively as 'claims') of whatever kind or nature, under any theory, whether legal, equitable or other, under the law, either common, constitutional, statutory, administrative, regulatory, or other, of any jurisdiction, foreign or domestic, whether such claims are known or unknown, suspected or unsuspected, arising out of, or in connection with the matters or facts alleged or set forth in the Litigation.

9. **How much will the Class Representative Thomas Luca receive?** Defendants have agreed not to oppose a request to pay \$2,500 to Plaintiff as an incentive (service) award for being the class representative during the time in which this litigation was pending. This is subject to the Court's approval and will be paid for by Defendants. It will not affect the amount of benefits paid to the Class.

10. **How do I get out of the settlement?** You may exclude yourself from the settlement. If you exclude yourself, you will receive no benefits, you will not be giving up any legal claims you may have against Defendants or any of the other persons or entities set forth in the "Release of Class Members' Clams" paragraph above concerning the Fair and Accurate Credit Transactions Act claims raised in this Lawsuit, and you will not be bound by any orders or judgments of the Court. To be excluded, you must send a letter, postmarked no later than the Deadline **[date]** to all of the following:

Kelly K. Iverson
Carlson Lynch LLP
1133 Penn Avenue
Floor 5
Pittsburgh, PA 15222

Andrew J. Soven
Holland & Knight LLP
2929 Arch Street
Philadelphia, PA 19104

HBF APU JV, LLC FACTA Settlement Administrator
[insert administrator's address]

The letter must include: (a) your full name, address, telephone number, and email address, and (b) specifically state your desire to be excluded as a Class Member in *Thomas Luca v. HBF APU JV, LLC et al.*

11. **If I exclude myself, do I still receive benefits from this settlement?** No, you will not receive any voucher. You will retain your claims, if any, against Defendants and the other persons and entities set forth in the "Release Of Class Members' Clams" paragraph above, concerning the Fair and Accurate Credit Transactions Act claims raised in this Lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the "statute of limitations") will begin

to run again.

12. **Do I have a lawyer in this case?** The Court has appointed Carlson Lynch LLP as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **[date]**.

13. **How will the lawyers be paid?** You do not have to pay Class Counsel; they will request that the Court approve an award for attorneys' fees and expenses up to, but no more than \$308,000, to which Defendants do not object. These fees and expenses will be paid for separately by Defendants and do not in any way affect the benefits available to Class Members.

14. **How do I object to the Settlement if I do not like it?** If you are a Class Member, you can object to the settlement. In order to object to the Settlement or any part of the Settlement, you must send a written objection, postmarked by the Opt-Out/Objection Deadline **[date]**, to the Court by mailing it to the Clerk of Court at the Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226 and provide copies of the objection to:

<u>For the Class:</u>	<u>For Defendants:</u>	<u>Settlement Administrator:</u>
Kelly K. Iverson	Andrew Soven	HBF APU JV, LLC
Carlson Lynch LLP	Holland & Knight LLP	Settlement Administrator
1133 Penn Avenue	2929 Arch Street	[address]
Floor 5	Philadelphia PA, 19104	
Pittsburgh, PA 15222		

The objection must include the following information:

- (a) reference at the beginning to *Thomas Luca v. HBF APU JV, LLC et al.*, Case No, 21-_____, Wayne County Circuit Court, State of Michigan;
- (b) the objector's full name, home address, and telephone number;
- (c) a written statement of all grounds for the objection, accompanied by any legal support for such objection;
- (d) copies of any papers, briefs, or other documents upon which the objection is based;
- (e) a list of all persons who will be called to testify in support of the objection; and
- (f) a statement of whether the objector intends to appear at the Fairness Hearing (defined below). If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

15. **Where and when is the final hearing?** The Court will hold a fairness hearing on _____, 2021, at _____: _____ a.m./p.m. [at least 15 days after the opt-out/objection

deadline] in Courtroom No. [#] located at Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the class and to determine the appropriate amount of compensation for the Class Counsel. At that hearing, the Court will be available to hear any objections which were timely and properly submitted (explained above in answer to Question No. 14) and arguments concerning the fairness of the proposed settlement. The hearing may be postponed to a later date without notice. You are not required to attend this hearing.

16. **How can I get more information?** Additional information about the case and the Settlement can be found in the following documents: the Complaint, the Settlement Agreement and the Motion For Preliminary Approval, which are all available at [insert administrator website].

EXHIBIT B -- NEWSPAPER NOTICE

**NOTICE OF PROPOSED SETTLEMENT AND RIGHT TO
OPT-OUT**

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

The Wayne County Circuit Court, State of Michigan, in an action titled *Thomas Luca, Jr. v. HBF APU JV, LLC et al.*, No. 21-____, has preliminarily approved a class action settlement. Class members are: All persons who made purchases at the Restaurants at Detroit Metropolitan Wayne County Airport from August 1, 2019 through March 31, 2020 using a credit or debit card and who received a printed receipt at the point of sale or transaction.

This notice is a summary of your legal rights. You should visit **[insert administrator website]** for full details or call 1-XXX-XXXXXXX. If you qualify as a Class Member, you have the following choices, which you must select by the deadlines below:

OPTION	DEADLINE	DESCRIPTION
SUBMIT A CLAIM		Eligible to receive a \$40 voucher for use at 63 restaurants/concessions/bars in 31 airports. Terms and conditions apply. See [WEBSITE] for details and claim form.
DO NOTHING	N/A	You will remain in the class and be bound by the Court's orders, but will not receive a voucher.
EXCLUDE YOURSELF		You may exclude yourself from the class. You will not receive a voucher. You will not be bound by any Court orders. You will retain any claims you may have. <i>You must deliver timely notice to exclude yourself as described at [WEBSITE].</i>
OBJECT (AND YOU MAY ATTEND HEARING)		You may object and explain to the Court why you think the class action settlement should not be approved. <i>You must file and serve objections to the Settlement as described at [WEBSITE]</i>

[PHOTO ATTACHMENT]



Notice of Proposed
Settlement and
Right to Opt Out

[FB PINNED POST TEXT:]

Notice of Proposed Settlement and Right to Opt Out. A court authorized this notice. This is not a solicitation from a lawyer. The Wayne County Circuit Court, State of Michigan, in an action titled Thomas Luca Jr. v. HBF APU JV, LLC et al. No. 21-____, has preliminarily approved a class action settlement. Class members are: All persons who made purchases at the Gordon Biersch, Fountain Bar and/or Bigalora Wood Fired Cucina restaurants at DTW Airport from August 1, 2019 through March 31, 2020 using a credit or debit card and who received a printed receipt at the point of sale. This notice is a summary of your potential legal rights. You should visit [class admin website – live link] for full details or call 1-xxx-xxx-xxxx. The period in which to take action with respect to this settlement expires on [date].

EXHIBIT D -- RECEIPT NOTICE

***NOTICE OF PROPOSED SETTLEMENT
AND RIGHT TO OPT OUT***

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

The Wayne County Circuit Court, State of Michigan, in an action titled Thomas Luca Jr. v. HBF APU JV, LLC et al. No. 21-___, has preliminarily approved a class action settlement.

Class members are: All persons who made purchases at the Gordon Biersch, Fountain Bar and/or Bigalora Wood Fired Cucina restaurants at DTW Airport from August 1, 2019 through March 31, 2020 using a credit or debit card and who received a printed receipt at the point of sale. This notice is a summary of your potential legal rights. You should visit [class admin website] for full details or call 1-xxx-xxx-xxxx. The period in which to take action with respect to this settlement expires on [date].

EXHIBIT E -- PRELIMINARY APPROVAL ORDER

IN THE CIRCUIT COURT FOR WAYNE COUNTY, STATE OF MICHIGAN

Thomas Luca, Jr., individually and on
behalf of all others similarly situated,
Plaintiffs,

Case No. _____

v.

HBR APU JV, LLC, et al.,
Defendants.

PRELIMINARY APPROVAL ORDER

IT IS HEREBY ORDERED that the Unopposed Motion for Preliminary Approval of Class Action Settlement filed by Plaintiff Thomas Luca, Jr. is **GRANTED** as follows:

1. The Settlement Agreement including the Settlement Website Notice, Newspaper Notice, Facebook Page Notice, and Receipt Notice attached to the Settlement Agreement as Exhibits A through D, and the claim forms attached to the Settlement Agreement as Exhibit H are preliminarily approved.
2. The Class is provisionally certified as a class of all persons residing in the United States who made a credit or debit card purchase from the Gordon Biersch, Fountain Bar and/or Bigalora Wood Fired Cucina restaurants located at the Detroit Metropolitan Wayne County Airport (“DTW”) on or after August 1, 2019 and prior to March 31, 2020, and received a printed receipt at the point of sale or transaction.
3. Defendants will notify Class Members of the settlement in the manner specified under Section 6.2 of the Settlement Agreement. Defendants will pay all costs associated with claims administration and providing notice to Class Members. No later than ten (10) calendar days before the filing date of Plaintiff’s application or motion in support of the Final Approval Order and Judgment, Defendants will provide Plaintiff with a declaration or declarations from the Settlement Administrator confirming compliance with the terms

of the Settlement Agreement and setting forth the number of Class Members who submitted valid claims.

4. The Settlement Administrator shall make available an electronic copy of this preliminary approval Order in a prominent location on the Settlement Website. The Settlement Administrator shall include a statement, in a prominent location on each Class Notice, informing class members that a copy of this Order is available on the Settlement Website.
5. Class Members who want to receive a voucher under the Settlement Agreement must accurately and completely fill out a Claim Form and submit it to the Claims Administrator electronically or by U.S. mail within 180 days after the date of this Order. Timeliness of a Claim Form shall be determined by the date postmarked by the postal service or other expedited delivery service, or, if submitted electronically through the Settlement Website, the date the Settlement Administrator receives the Claim Form, as evidenced by the transmission receipt.
6. Class Members who have not submitted a timely written exclusion request pursuant to paragraph 8 below who want to object to the Settlement Agreement must file a written objection and/or a notice of intention to appear with the Court, and serve copies on Class Counsel and Defendant's Counsel no later than 180 calendar days after the date of this Order. The Objection must: (a) state the Settlement Class Member's full name, current, address and telephone number; (b) state that the Settlement Class Member objects to the Settlement, in whole or in part; and (c) set forth the legal and factual bases for the objection. Any Settlement Class Member who wishes to object and appear at the final approval hearing in person instead of submitting only written objections must include in the written objection a notice of intention to appear at the final approval hearing. Class Counsel is to

respond to any Objections and file any additional materials in support of final approval no later than seven (7) days before the final approval hearing.

7. Class Members who fail to object to the Settlement Agreement will: (a) be deemed to have waived their right to object to the Settlement Agreement; (b) be foreclosed from objecting to the Settlement Agreement; and (c) not be entitled to speak at the Fairness Hearing.
8. Class Members who want to be excluded from the settlement must send a written request to the Claims Administrator postmarked on or before 180 days after the date of this Order. The written request must contain the excluded person's name and address and must be signed by the person requesting exclusion. A Class Member who desires to be excluded but who fails to comply with the opt-out procedure set forth herein shall not be excluded from the class. The Claims Administrator shall compile a list of all Class Members who timely send such a written request for exclusion and provide a copy of that list to the Clerk of the Court and to Class Counsel seven (7) days before the Final Settlement Hearing.
9. Plaintiff Luca is conditionally certified as the Class Representative to implement the Parties' settlement in accordance with the Settlement Agreement. Carlson Lynch LLP is appointed as Class Counsel. Plaintiff and Class Counsel will fairly and adequately protect the Class' interests.
10. Nothing in this Order, the Settlement, or the Settlement Agreement, is or may be construed as, an admission or concession on any point of fact or law by or against any Party.
11. Final Approval Hearing. A Final Approval Hearing shall be held before this Court on _____, 2021 at _____. The Court will hold a hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. All papers supporting Final Approval of the Settlement Agreement must be filed no later than seven

(7) calendar days before the Hearing. This court may order the Hearing to be postponed, adjourned, or continued. If that occurs, Defendants will not be required to provide additional notice to Class Members.

BY THE COURT:

DATED: _____, 2021

EXHIBIT F -- LIST OF LOCATIONS WHERE VOUCHER CAN BE USED

	<i>Airport Location</i>	<i>Applicable Stores/Restaurants</i>
1	Columbia, SC	Columbia News
2	Columbia, SC	Heritage Books
3	Islip, NY	Heritage Books
4	Islip, NY	Travelmart
5	Islip, NY	CNBC News
6	Reno-Tahoe, NV	Adventure News
7	Reno-Tahoe, NV	Plane Provisions
8	Reno-Tahoe, NV	CNBC News
9	Springfield, MO	Route 66 News Gift
10	Springfield, MO	CNBC News
11	Lexington, KY	Bluegrass Express
12	Lexington, KY	Lexington News and Gifts
13	Lexington, KY	Marketplace
14	Bentonville, AR	Coastal Roast/Travelers
15	Bentonville, AR	Arkansas Traveler
16	Bentonville, AR	Smokewood American Grill
17	Bentonville, AR	Say Si Bon
18	Spokane, WA	Inland NW Travelmart
19	Spokane, WA	Riverfront Travel
20	Spokane, WA	Riverfront Marketplace
21	Spokane, WA	Spokane News

	<i>Airport Location</i>	<i>Applicable Stores/Restaurants</i>
22	Spokane, WA	CNBC News
23	Charlotte, NC	Charlotte News
24	Charlotte, NC	Charlotte's Got A Lot
25	Charlotte, NC	Heritage Books
26	Charlotte, NC	Marketplace
27	Charlotte, NC	The Scoreboard
28	Asheville, NC	Blue Ridge News
29	Asheville, NC	Blue Ridge Tavern
30	Syracuse, NY	Heritage Books
31	Syracuse, NY	Say Si Bon mobile cart
32	Denver, CO (Concourse C)	Say Si Bon Marketplace
33	Midland, TX	Texas Market
34	Palm Springs, CA	Desert Mart
35	Palm Springs, CA	Desert News
36	Palm Springs, CA	Palm Springs News/Gifts
37	Palm Springs, CA	PSP Coffee House
38	Palm Springs, CA	Santa Rosa Kitchen
39	Palm Springs, CA	Wine Bar
40	Moline, IL	Moline News
41	Moline, IL	CNBC News
42	Baton Rouge, LA	Capital News and Gift
43	Baton Rouge, LA	CNBC News

	<i>Airport Location</i>	<i>Applicable Stores/Restaurants</i>
44	Portland, ME	Downeast Marketplace
45	Portland, ME	Portland News Express
46	Portland, ME	CNBC News
47	St. Louis, MO	Vino Volo Wine Bar
48	Sacramento, CA	Vino Volo Wine Bar
49	Baltimore, MD	Vino Volo Wine Bar
50	Philadelphia, PA	Vino Volo Wine Bar
51	San Francisco, CA	Vino Volo Wine Bar
52	Oakland, CA	Vino Volo Wine Bar
54	Cincinnati, KY	Vino Volo Wine Bar
55	Cleveland, OH	Vino Volo Wine Bar
56	Columbus, OH	Vino Volo Wine Bar
57	Milwaukee, WI	Vino Volo Wine Bar
58	Pittsburgh, PA	Vino Volo Wine Bar
59	Reno-Tahoe, NV	Vino Volo Wine Bar
60	San Antonio, TX	Vino Volo Wine Bar
61	Boston, MA	Vino Volo Wine Bar (Terminal E only)
62	Detroit, MI	Bigalora
63	Detroit, MI	Fountain Bar
64	Detroit, MI	Gordon Biersch

EXHIBIT G -- LIST OF AIRPORTS WITH REDEMPTION LOCATIONS (Ex. F) AND USOs

1. Columbia Metropolitan Airport, Columbia, SC (**CAE**)
2. Douglas International Airport, Charlotte, NC (**CLT**)
3. Denver International Airport, Denver, CO (**DEN**)
4. Palm Springs International Airport, Palm Springs, CA (**PSP**)
5. Portland International Jetport, Portland, ME (**PWM**)
6. Lambert-St. Louis International Airport, St. Louis, MO (**STL**)
7. Baltimore/Washington International Thurgood Marshall Airport, Baltimore, MD (**BWI**)
8. Philadelphia International Airport, Philadelphia, PA (**PHL**)
9. San Francisco International Airport, San Francisco, CA (**SFO**)
10. Cincinnati/Northern Kentucky International Airport, Hebron, KY (**CVG**)
11. Hopkins International Airport, Cleveland, OH (**CLE**)
12. Port Columbus International Airport, Columbus, OH (**CMH**)
13. General Mitchell International Airport, Milwaukee, WI (**MKE**)
14. San Antonio International Airport, San Antonio, TX (**SAT**)
15. Boston Logan International Airport, Boston, MA (**BOS**)

EXHIBIT H -- CLAIM FORMS

CLAIM FORM [ONLINE]

*Thomas Luca v. HBF APU JV, LLC, et al., Wayne County Circuit Court, State of Michigan,
Case No. 21-_____.*

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED TO THE CLAIMS ADMINISTRATOR ON OR BEFORE [DATE].

If you prefer, you may print a copy of the Claim Form here [insert link to printable claim form] and submit a completed Claim Form by mail.

If you submit a Claim Form that is incomplete or inaccurate, it may be rejected, and you will be precluded from obtaining a benefit under the Settlement Agreement.

I. PLEASE PROVIDE THE FOLLOWING INFORMATION:

[Response Field:] Street Address:

[Response Field:] State, Zip Code:

[Response Field:] Email:¹

II. COMPLETE THE FOLLOWING ATTESTATIONS IF TRUE: By checking the box, I attest that the statement below is true:

[] To the best of my knowledge and recollection, and under penalty of perjury, I attest that I made a purchase with my personal credit or debit card at the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurant located at the Detroit Metropolitan Wayne County Airport between August 1, 2019 and March 31, 2020, and I received a receipt at the point of sale, and I did not request to be excluded from the Settlement Class.

III. ACKNOWLEDGEMENT

I understand that by submitting this claim form and receiving the settlement benefit, as of the Operative Date, I will be bound by the Court's judgment and will be releasing certain claims against HBF UPI JV, LLC, Hojeij Branded Foods, LLC, AP United, LLC, The Paradies Shops, LLC, and certain others. I understand that the full text of the release is available on the claims administrator's website, and that I have had an opportunity to review the release language before submitting this claim form.

I certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

(Electronic Signature) [Type Full Name] [Response Field] Dated: _____

¹ To be included on claim form only if digital vouchers are used.

CLAIM FORM [PRINTABLE]

Thomas Luca v. HBF APU JV, LLC et al., Wayne County Circuit Court, State of Michigan, Case No. 21-_____.

THIS FORM MUST BE COMPLETED IN FULL AND RETURNED TO THE CLAIMS ADMINISTRATOR AT THE FOLLOWING ADDRESS ON OR BEFORE [DATE]:

[CLAIMS ADMINISTRATOR ADDRESS]

If you submit a Claim Form that is incomplete or inaccurate, it may be rejected, and you will be precluded from obtaining a benefit under the Settlement Agreement.

Please do not mail or deliver this form to the Court or to any of the Parties or their counsel. In addition, do not contact the Judge or Clerk of the Court or a representative of HBF APU JV, LLC, Hojeij Branded Foods, LLC, AP United LLC, or The Paradies Shops, LLC.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Home Address: _____

City, State ZIP: _____

Email:² _____

COMPLETE THE FOLLOWING ATTESTATIONS IF TRUE:

By checking the box, I attest that the statement below is true:

[] To the best of my knowledge and recollection, and under penalty of perjury, I attest that I made a purchase with my personal credit or debit card at the Gordon Biersch, Fountain Bar, and/or Bigalora Wood Fired Cucina restaurant located at the Detroit Metropolitan Wayne County Airport between August 1, 2019 and March 31, 2020, and I received a receipt at the point of sale, and I did not request to be excluded from the Settlement Class.

ACKNOWLEDGEMENT

I understand that by submitting this claim form and receiving the settlement benefit, as of the Operative Date, I will be bound by the Court’s judgment and will be releasing certain claims against HBF UPI JV, LLC, Hojeij Branded Foods, LLC, AP United, LLC, The Paradies Shops, LLC, and certain others. I understand that the full text of the release is available on the claims administrator’s website, and that I have had an opportunity to review the release language before submitting this claim form.

² To be included only if digital vouchers are used.

I certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

Signature: _____

Dated: _____