

CONTINGENT FEE AGREEMENT

Re: Litigation against Hy-Vee, Inc.

The undersigned ("Client") engages William B. Federman of Federman & Sherwood ("Attorney") to seek damages from Hy-Vee, Inc. ("Defendant") and to institute litigation against Defendant and anyone else believed by the Attorney to be liable. Client agrees that Attorney may associate with other law firms, experts or consultants in prosecution of this litigation.

For its services, Attorney agrees to accept the engagement on a contingency basis. Attorney will be responsible for all expenses, which may include, but are not limited to, filing fees, costs of travel, lodging, copying, telephone calls, postage, depositions and expert witness fees. Reimbursement of all expenses advanced by Attorney, or payment of expenses made on Attorney's behalf, will be made before distribution of the net proceeds of any recovery. If a class is certified, Attorney will receive fees as approved and ordered by the Court. If a class is not certified and Client's action is settled, Attorney will receive 35% of all value received or as ordered by the Court. If no recovery is made, Client will not be responsible for Attorney's fees or any expenses paid by Attorney. Attorney is not required to pursue any appeals.

Client grants Attorney an Attorney's Lien on any recovery in this matter. Any disputes under this agreement shall be resolved by binding arbitration in Oklahoma City, pursuant to the rules of the American Arbitration Association for commercial arbitration.

SIGNED this ____ day of _____, 2019.

(Client Signature)

(Print Name)

FEDERMAN & SHERWOOD

By: _____
William B. Federman, Esq.

CLIENT INFORMATION:

Address

City, State & Zip Code

Telephone Number and Fax Number

Cell/Mobile Telephone Number

E-Mail Address

HY-VEE, INC. DATA BREACH
CONFIDENTIAL QUESTIONNAIRE

1. Full Name: _____

2. Street Address: _____

City: _____ State: _____ Zip: _____

3. Telephone or Cell Nos.: _____

4. Email Address: _____

5. Are you over the age of 18? Yes No

6. Are you willing to serve as a plaintiff if a lawsuit is initiated? Yes No

7. Did you utilize the following at Hy-Vee:

Fuel Pump

Drive-Thru Coffee Shops

Restaurants (Hy-Vee Market Grilles, Hy-Vee Market Grille Express or the Wahlburgers location that Hy-Vee owns and operates

Cafeteria at Hy-Vee's West Des Moines corporate office.

8. Have you experienced any type of fraud relating to the data breach at Hy-Vee, Inc.? If so, please explain in detail:

9. How did you learn your personal information had been breached?

10. What date did you realize your personal information had been compromised?

11. Have you been notified of the data breach by Hy-Vee, Inc.? YES NO
12. When were you notified: _____
13. How were you notified: _____
14. Do you have proof (receipts, credit card or bank statements, etc. relating to any fraudulent charges? YES NO If yes, please provide copies when you return this Questionnaire.
15. Have you or any family member ever worked at Hy-Vee, Inc.? _____; if yes, please give detailed information:

16. Did you incur any out-of-pocket expenses as a result of the fraudulent or suspicious activity? Please describe in detail:

17. Did Hy-Vee offer you any credit monitoring or other services?
YES NO
18. Did you pay for any form of protection against identity theft, credit fraud, spam, or computer threats after learning about the Data Breach?
YES NO
19. Describe what steps you took to respond to the Data Breach after you found out about it.

20. Please estimate the time you spent responding to the fraudulent or suspicious activity or the Data Breach.

21. Have you ever received notice from any other company that you were the victim of any other data breach? Explain:

PLEASE PROVIDE US WITH ANY EMAILS OR CORRESPONDENCE FROM HY-VEE, INC. RELATING TO THE DATA BREACH.

PRODUCTION OF DOCUMENTS

Please provide copies with this Questionnaire of any documents relating to the Data Breach of Hy-Vee, Inc., copies of any emails or correspondence from Hy-Vee, Inc., and copies of evidence of any fraud.

Please note that you must preserve and retain all paper files and electronically stored information (“ESI”) related to this case. Failure to preserve information (whether paper or electronic) could result in sanctions being imposed by the court for spoliation of evidence.

Once completed, please return to:
Tiffany Peintner
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Fax: (405) 239-2112
Email: trp@federmanlaw.com