

RESPONSE TO NO. 2.

Wendy's denies the allegations in the first sentence of Paragraph 2 of the Complaint. Because the allegations in the second and final sentences of Paragraph 2 of the Complaint merely purport to describe or quote Wendy's press releases, Wendy's states that the press releases are the best source of their full content and context and, to the extent the allegations in the second and final sentence of Paragraph 2 of the Complaint do not represent Wendy's press releases' full content and context, Wendy's denies the allegations in the second and final sentences of Paragraph 2 of the Complaint. Wendy's denies any remaining allegations in Paragraph 2 of the Complaint.

RESPONSE TO NO. 3.

Wendy's denies the allegations in Paragraph 3 of the Complaint.

RESPONSE TO NO. 4.

Wendy's denies the allegations in Paragraph 4 of the Complaint.

RESPONSE TO NO. 5.

Wendy's denies the allegations in Paragraph 5 of the Complaint.

RESPONSE TO NO. 6.

Wendy's denies the allegations in Paragraph 6 of the Complaint.

RESPONSE TO NO. 7.

Wendy's denies the allegations in Paragraph 7 of the Complaint.

RESPONSE TO NO. 8.

Wendy's denies the allegations in Paragraph 8 of the Complaint.

RESPONSE TO NO. 9.

Wendy's denies the allegations in Paragraph 9 of the Complaint.

RESPONSE TO NO. 10.

Wendy's admits that Plaintiff Torres filed a police report on January 7, 2016, wherein he states that he believes his payment card was cloned at a 7-11 gas pump terminal between 1:00 a.m. and 3:00 a.m. on January 1 or January 2, 2016. Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the remaining allegations in Paragraph 10 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 11.

Wendy's denies the allegations in Paragraph 11 of the Complaint.

RESPONSE TO NO. 12.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 12 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 13.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 13 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 14.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 14 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 15.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 15 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 16.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 16 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 17.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 17 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 18.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 18 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 19.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 19 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 20.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 20 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 21.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 21 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 22.

Wendy's admits the allegations in Paragraph 22 of the Complaint.

RESPONSE TO NO. 23.

Wendy's admits the Wendy's restaurant system (as that term is used in The Wendy's Company's securities filings) is the world's third largest quick-service restaurant company in the hamburger sandwich segment. Wendy's also admits that as of January 3, 2016, the Wendy's restaurant system (as that term is used in The Wendy's Company's securities filings) was comprised of 6,076 restaurants in North America of which 632 were owned and operated by The Wendy's Company and/or its direct and indirect subsidiaries. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 23 of the Complaint.

RESPONSE TO NO. 24.

Because the allegations of Paragraph 24 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 24 of the Complaint.

RESPONSE TO NO. 25.

Because the allegations of Paragraph 25 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 25 of the Complaint.

RESPONSE TO NO. 26.

Wendy's denies the allegations set forth in Paragraph 26 of the Complaint.

RESPONSE TO NO. 27.

Wendy's denies the heading immediately preceding Paragraph 27 of the Complaint. Wendy's denies the allegations in the first and second sentence of Paragraph 27 of the Complaint. To the extent that the allegations in the remainder of Paragraph 27 of the

Complaint merely purport to quote Wendy's securities filings, Wendy's states that those filings are the best source of their full content and context and, to the extent that the allegations in Paragraph 27 do not represent Wendy's securities filings' full content and context, Wendy's denies the allegations. Wendy's denies any remaining allegations in Paragraph 27 of the Complaint.

RESPONSE TO NO. 28.

Wendy's admits that customers of the Wendy's restaurant system may elect to pay using a payment card. The remaining allegations in Paragraph 28 of the Complaint are vague and ambiguous, particularly the term "PCD." Wendy's therefore lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 28 of the Complaint and, on that basis, denies them. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 28 of the Complaint.

RESPONSE TO NO. 29.

Wendy's denies the heading immediately preceding Paragraph 29 of the Complaint. Wendy's denies the allegations in Paragraph 29 of the Complaint.

RESPONSE TO NO. 30.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 30 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 31.

Wendy's denies the allegations in Paragraph 31 of the Complaint.

RESPONSE TO NO. 32.

Wendy's denies the heading immediately preceding Paragraph 32 of the Complaint. Wendy's admits that in October 2012, Wendy's formally announced plans to implement NCR's Aloha as the required point-of-sale platform for the Wendy's restaurant system in the United States and Canada. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 32 of the Complaint.

RESPONSE TO NO. 33.

Wendy's admits that not all franchisee restaurants in the Wendy's restaurant system are on the Aloha POS platform. Wendy's denies any remaining allegations in the first sentence of Paragraph 33 of the Complaint. The allegations in the second and third sentences of Paragraph 33 are vague and ambiguous, especially to the extent they refer to generic "security protocols" and supposed "varying levels of strength." Wendy's therefore lacks sufficient information or knowledge to form an opinion as to the truth of the allegations the second and third sentences in Paragraph 33 of the Complaint and, on that basis, denies them. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 33 of the Complaint.

RESPONSE TO NO. 34.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 34 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 35.

Because the allegations in Paragraph 35 of the Complaint merely purport to describe or quote the content of an online article (which in turn appears to be quoting a Wendy's press release), Wendy's states that the online article and/or press release is the best source of their

full content and context and, to the extent the allegations in Paragraph 35 do not represent the online article's and/or press release's full content and context, Wendy's denies the allegations. Wendy's denies any remaining allegations in Paragraph 35 of the Complaint.

RESPONSE TO NO. 36.

Wendy's denies the heading immediately preceding Paragraph 36 of the Complaint. The allegations in the first sentence of Paragraph 36 of the Complaint that Payment Card Data is "heavily regulated" are vague and ambiguous. Wendy's therefore lacks sufficient information or knowledge to form an opinion as to the truth of the allegations the first sentence of Paragraph 36 of the Complaint and, on that basis, denies them. Wendy's also denies the allegations in the first sentence of Paragraph 36 because they amount to a legal conclusion. Wendy's denies the allegations in the final sentence of Paragraph 36 on the grounds that they amount to a legal conclusion and on the grounds that PCI DSS speak for themselves. Wendy's denies any remaining allegations in Paragraph 36 of the Complaint.

RESPONSE TO NO. 37.

To the extent that the allegations in Paragraph 37 merely purport to describe and quote PCI DSS v3.1, Wendy's states that PCI DSS v3.1 is the best source of its full content and context and, to the extent the allegations in Paragraph 37 do not represent its full content and context, Wendy's denies the allegations in Paragraph 37 of the Complaint. Wendy's denies the allegations in the final sentence of Paragraph 37. Wendy's denies any remaining allegations in Paragraph 37 of the Complaint.

RESPONSE TO NO. 38.

The allegations in the introductory phrase of Paragraph 38 amount to a legal conclusion for which no response is required. Wendy's therefore denies the allegations in the introductory phrase of Paragraph 38. To the extent that the remaining allegations in Paragraph 38 merely purport to describe and quote a portion of PCI DSS v3.1, Wendy's states that PCI DSS v3.1 is the best source of its full content and context and, to the extent the remaining allegations in Paragraph 38 do not represent its full content and context, Wendy's denies the remaining allegations in Paragraph 38 of the Complaint. Wendy's denies any remaining allegations in Paragraph 38 of the Complaint.

RESPONSE TO NO. 39.

To the extent that the allegations in Paragraph 39 merely purport to describe a portion of PCI DSS v3.1, Wendy's states that PCI DSS v3.1 is the best source of its full content and context and, to the extent the allegations in Paragraph 39 do not represent its full content and context, Wendy's denies the allegations. In addition, to the extent the allegations in Paragraph 39 purport to describe Wendy's obligations, they amount to a legal conclusion for which no response is required. Wendy's therefore denies the allegations in Paragraph 39 on this additional ground. Wendy's denies any remaining allegations in Paragraph 39 of the Complaint.

RESPONSE TO NO. 40.

To the extent that the allegations in Paragraph 40 merely purport to describe a portion of PCI DSS, Wendy's states that PCI DSS is the best source of its full content and context and, to the extent the allegations in Paragraph 40 do not represent its full content and context,

Wendy's denies the allegations. In addition, to the extent the allegations in Paragraph 40 purport to describe Wendy's obligations, they amount to a legal conclusion for which no response is required. Wendy's therefore denies the allegations in Paragraph 40 on this additional ground. Wendy's denies any remaining allegations in Paragraph 40 of the Complaint.

RESPONSE TO NO. 41.

Wendy's denies the allegations in Paragraph 41 of the Complaint.

RESPONSE TO NO. 42.

Wendy's denies the heading immediately preceding Paragraph 42 of the Complaint. Wendy's lacks sufficient information to form an opinion as to the truth of the allegations in the first sentence of Paragraph 42 of the Complaint and, on that basis, denies them. The remaining allegations purporting to describe EMV technology are vague and ambiguous. Wendy's therefore lacks sufficient information to form an opinion as to the truth of the remaining allegations of Paragraph 42 and, on that basis, denies them. Wendy's denies any remaining allegations in Paragraph 42 of the Complaint.

RESPONSE TO NO. 43.

Wendy's denies the allegations in Paragraph 43 of the Complaint.

RESPONSE TO NO. 44.

Wendy's denies the allegations in Paragraph 44 of the Complaint.

RESPONSE TO NO. 45.

Wendy's denies the allegations in Paragraph 45 of the Complaint.

RESPONSE TO NO. 46.

Wendy's denies the heading immediately preceding Paragraph 46 of the Complaint. Because the allegations in Paragraph 46 merely purport to describe or quote the content of an FTC publication, Wendy's states that the FTC publication is the best source of its full content and context and, to the extent the allegations in Paragraph 46 do not represent the FTC publication's full content and context, Wendy's denies the allegations. Wendy's denies any remaining allegations in Paragraph 46 of the Complaint.

RESPONSE TO NO. 47.

Because the allegations in Paragraph 47 merely purport to describe or quote the content of an FTC publication, Wendy's states that the FTC publication is the best source of its full content and context and, to the extent the allegations in Paragraph 47 do not represent the publication's full content and context, Wendy's denies the allegations. Wendy's denies any remaining allegations in Paragraph 47 of the Complaint.

RESPONSE TO NO. 48.

Because the allegations of Paragraph 48 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations in Paragraph 48 of the Complaint.

RESPONSE TO NO. 49.

Wendy's denies the allegations in Paragraph 49 of the Complaint.

RESPONSE TO NO. 50.

Wendy's denies the heading immediately preceding Paragraph 50 of the Complaint. Wendy's denies the allegations in Paragraph 50 of the Complaint.

RESPONSE TO NO. 51.

Wendy's admits that it was first alerted to the possibility of a potential payment card issue in early January 2016. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 51 of the Complaint.

RESPONSE TO NO. 52.

Wendy's denies the allegations in Paragraph 52 of the Complaint.

RESPONSE TO NO. 53.

Wendy's denies the allegations in Paragraph 53 of the Complaint.

RESPONSE TO NO. 54.

Wendy's admits that it issued a press release on May 11, 2016 that, *inter alia*, reported first quarter 2016 results. Wendy's denies the allegations in the second, third, fourth, fifth and sixth sentences of Paragraph 54 of the Complaint. To the extent that the allegations in the final sentence of Paragraph 54 of the Complaint merely purport to quote or describe Wendy's press release, Wendy's states that the press release is the best source of its full content and context and, to the extent that the allegations in the final sentence of Paragraph 54 do not represent Wendy's press release's full content and context, Wendy's denies the allegations. Except as expressly admitted herein, Wendy's denies any remaining allegations in Paragraph 54 of the Complaint.

RESPONSE TO NO. 55.

Wendy's admits that it issued a press release on June 9, 2016. Wendy's denies the remaining allegations in the first and second sentences of Paragraph 55 of the Complaint. To the extent that the allegations in the final sentence of Paragraph 55 of the Complaint merely

purport to quote or describe Wendy's press release, Wendy's states that the press release is the best source of its full content and context and, to the extent that the allegations in the final sentence of Paragraph 55 of the Complaint do not represent Wendy's press release's full content and context, Wendy's denies the allegations. Except as expressly admitted herein, Wendy's denies any remaining allegations in Paragraph 55 of the Complaint.

RESPONSE TO NO. 56.

Wendy's denies the allegations in Paragraph 56 of the Complaint.

RESPONSE TO NO. 57.

Wendy's denies the allegations in Paragraph 57 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 58.

Wendy's admits that it issued a press release on July 7, 2016, and that it also emailed customers registered for its "WendyMail" service. To the extent that the allegations in the first sentence of Paragraph 58 of the Complaint merely purport to quote or describe Wendy's press release or email, Wendy's states that the press release and email are the best source of their full content and context and, to the extent that the allegations in the first sentence of Paragraph 58 of the Complaint do not represent Wendy's press release's or email's full content and context, Wendy's denies the allegations. Wendy's denies the allegations in the second and final sentences of Paragraph 58 of the Complaint. Except as expressly admitted herein, Wendy's denies any remaining allegations in Paragraph 58 of the Complaint.

RESPONSE TO NO. 59.

Wendy's denies the allegations in the first sentence of Paragraph 59 of the Complaint. The allegations in the second sentence of Paragraph 59 of the Complaint are vague and ambiguous, particularly the allegation that the website does not "contain an actual listing." Wendy's therefore lacks sufficient knowledge or information to form an opinion as to the truth of the allegations in the second sentence of Paragraph 59 of the Complaint and, on that basis, denies them. Wendy's admits that to search the website, the user first selects the country their payment card was used, then the state or province where their payment card was used, and then the city where the payment card was used. Wendy's admits that it does not provide the store number, but lacks sufficient knowledge to form an opinion as to the truth of the allegation that the store number "is used most often to identify charges on bank card statements" and, on that basis, Wendy's denies that allegation. Except as expressly admitted herein, Wendy's denies the allegations of Paragraph 59 of the Complaint.

RESPONSE TO NO. 60.

The allegations in the first sentence of Paragraph 60 of the Complaint merely purport to quote or describe Wendy's press release. Wendy's states that the press release is the best source of its full content and context and, to the extent that the allegations in the first sentence of Paragraph 60 of the Complaint do not represent Wendy's press release's full content and context, Wendy's denies the allegations. Wendy's denies the allegations in the second sentence of Paragraph 60 of the Complaint. Wendy's denies any remaining allegations in Paragraph 60 of the Complaint.

RESPONSE TO NO. 61.

Wendy's denies the allegation in Paragraph 61 of the Complaint that "no specifics have been disclosed." Moreover, to the extent the remaining allegations in Paragraph 61 of the Complaint merely purport to quote or describe Wendy's press release, Wendy's states that the press release is the best source of its full content and context and, to the extent that the allegations in Paragraph 61 of the Complaint do not represent Wendy's press release's full content and context, Wendy's denies the allegations. Wendy's denies any remaining allegations in Paragraph 61 of the Complaint.

RESPONSE TO NO. 62.

Wendy's lacks sufficient knowledge or information to form an opinion as to the truth of the allegations in Paragraph 62 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 63.

Wendy's denies the allegations in Paragraph 63 of the Complaint.

RESPONSE TO NO. 64.

Wendy's denies the allegations in Paragraph 64 of the Complaint.

RESPONSE TO NO. 65.

Wendy's denies the allegations in Paragraph 65 of the Complaint.

RESPONSE TO NO. 66.

Wendy's denies the allegations in Paragraph 66 of the Complaint.

RESPONSE TO NO. 67.

Wendy's denies the allegations in Paragraph 67 of the Complaint.

RESPONSE TO NO. 68.

Wendy's denies the heading immediately preceding Paragraph 68 of the Complaint. Wendy's denies the allegations in Paragraph 68 of the Complaint.

RESPONSE TO NO. 69.

Wendy's denies the allegations in Paragraph 69 of the Complaint.

RESPONSE TO NO. 70.

The allegations in Paragraph 70 of the Complaint merely purport to quote or describe a federal regulation. Wendy's states that the federal regulation is the best source of its full content and context and, to the extent that the allegations in Paragraph 70 of the Complaint do not represent the federal regulation's full content and context, Wendy's denies the allegations. In addition, because the allegations in Paragraph 70 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that additional basis, Wendy's denies the allegations set forth in Paragraph 70.

RESPONSE TO NO. 71.

Wendy's denies the allegations in Paragraph 71 of the Complaint.

RESPONSE TO NO. 72.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations the first sentence of Paragraph 72 of the Complaint and, on that basis, denies them. Wendy's denies the allegations in the second sentence of Paragraph 72. Because allegations in the third sentence of Paragraph 72 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations in the third sentence of Paragraph 72. The allegations in the final sentence of Paragraph 72 are vague

and ambiguous because they refer generally to unidentified estimates. Wendy's therefore lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in the final sentence of Paragraph 72 and, on that basis, denies them. Wendy's denies any remaining allegations in Paragraph 72 of the Complaint.

RESPONSE TO NO. 73.

The allegations in Paragraph 73 of the Complaint merely purport to quote or describe an FTC publication. Wendy's states that the FTC publication is the best source of its full content and context and, to the extent that the allegations in Paragraph 73 of the Complaint do not represent the FTC publication's full content and context, Wendy's denies the allegations in Paragraph 73 of the Complaint. Wendy's denies any remaining allegations in Paragraph 73 of the Complaint.

RESPONSE TO NO. 74.

Wendy's denies the allegations in Paragraph 74 of the Complaint.

RESPONSE TO NO. 75.

Wendy's denies the allegations in the first and second sentences of Paragraph 75 of the Complaint. The allegations in the final sentence of Paragraph 75 of the Complaint merely purport to quote or describe a study. Wendy's states that the study is the best source of its full content and context and, to the extent that the allegations in the final sentence of Paragraph 75 of the Complaint do not represent the study's full content and context, Wendy's denies the allegations in the final sentence of Paragraph 75 of the Complaint. Wendy's denies any remaining allegations in Paragraph 75 of the Complaint.

RESPONSE TO NO. 76.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 76 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 77.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations the first sentence of Paragraph 77 of the Complaint and, on that basis, denies them. The allegations in the remainder of Paragraph 77 of the Complaint merely purport to quote or describe a GAO study. Wendy's states that the GAO study is the best source of its full content and context and, to the extent that the allegations in Paragraph 77 of the Complaint do not represent the GAO study's full content and context, Wendy's denies the remaining allegations in Paragraph 77 of the Complaint. Wendy's denies any remaining allegations in Paragraph 77 of the Complaint.

RESPONSE TO NO. 78.

Wendy's denies the allegations in Paragraph 78 of the Complaint.

RESPONSE TO NO. 79.

Wendy's denies the heading immediately preceding Paragraph 79 of the Complaint. Wendy's denies the allegations in Paragraph 79 of the Complaint.

RESPONSE TO NO. 80.

Wendy's denies the allegations in Paragraph 80 of the Complaint.

RESPONSE TO NO. 81.

Wendy's denies the allegations in Paragraph 81 of the Complaint.

RESPONSE TO NO. 82.

Wendy's denies the allegations in Paragraph 82 of the Complaint, including its subparts.

RESPONSE TO NO. 83.

Wendy's denies the allegations in Paragraph 83 of the Complaint.

RESPONSE TO NO. 84.

Wendy's denies the allegations in Paragraph 84 of the Complaint.

RESPONSE TO NO. 85.

Wendy's denies the heading immediately preceding Paragraph 85 of the Complaint. Wendy's admits that Plaintiffs purport to bring this action on behalf of the proposed putative class as defined in Paragraph 85. Wendy's denies that this action (including any proposed putative class) satisfies the requirements for class certification, including the requirements of Federal Rule of Civil Procedure 23. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 85 of the Complaint.

RESPONSE TO NO. 86.

Wendy's admits that Plaintiffs purport to bring this action on behalf of the proposed alternative statewide putative classes as defined in Paragraph 86. Wendy's denies that this action (including any proposed putative class) satisfies the requirements for class certification, including the requirements of Federal Rule of Civil Procedure 23. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 86 of the Complaint.

RESPONSE TO NO. 87.

Wendy's admits that Plaintiffs purport to bring this action on behalf of the proposed statewide putative classes as defined in Paragraph 87. Wendy's denies that this action (including any proposed putative class) satisfies the requirements for class certification, including the requirements of Federal Rule of Civil Procedure 23. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 87 of the Complaint.

RESPONSE TO NO. 88.

Wendy's admits that Plaintiffs purport to exclude certain entities and individuals from the purported classes identified in Paragraph 85 through 87. Except as expressly admitted herein, Wendy's denies the allegations in Paragraph 88 of the Complaint.

RESPONSE TO NO. 89.

Wendy's denies the allegations in Paragraph 89 of the Complaint.

RESPONSE TO NO. 90.

Wendy's denies the allegations in Paragraph 90 of the Complaint, including the subparts thereto.

RESPONSE TO NO. 91.

Wendy's denies the allegations in Paragraph 91 of the Complaint.

RESPONSE TO NO. 92.

Wendy's denies the allegations in Paragraph 92 of the Complaint.

RESPONSE TO NO. 93.

Wendy's denies the allegations in Paragraph 93 of the Complaint.

RESPONSE TO NO. 94.

Wendy's denies the allegations in Paragraph 94 of the Complaint.

RESPONSE TO NO. 95.

Wendy's denies the allegations in Paragraph 95 of the Complaint.

RESPONSE TO NO. 96.

Wendy's denies the allegations in Paragraph 96 of the Complaint.

RESPONSE TO NO. 97.

Wendy's denies the heading immediately preceding Paragraph 97 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 97 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 98.

Wendy's denies the allegations in Paragraph 98 of the Complaint.

RESPONSE TO NO. 99.

Wendy's denies the allegations in Paragraph 99 of the Complaint.

RESPONSE TO NO. 100.

Wendy's denies the allegations in Paragraph 100 of the Complaint.

RESPONSE TO NO. 101.

Wendy's denies the allegations in Paragraph 101 of the Complaint.

RESPONSE TO NO. 102.

Wendy's denies the allegations in Paragraph 102 of the Complaint.

RESPONSE TO NO. 103.

Wendy's denies the allegations in Paragraph 103 of the Complaint.

RESPONSE TO NO. 104.

Wendy's denies the allegations in Paragraph 104 of the Complaint.

RESPONSE TO NO. 105.

Wendy's denies the heading immediately preceding Paragraph 105 of the Complaint.

Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein.

RESPONSE TO NO. 106.

Wendy's denies the allegations in Paragraph 106 of the Complaint.

RESPONSE TO NO. 107.

Wendy's denies the allegations in Paragraph 107 of the Complaint.

RESPONSE TO NO. 108.

Wendy's denies the allegations in Paragraph 108 of the Complaint.

RESPONSE TO NO. 109.

Wendy's denies the allegations in Paragraph 109 of the Complaint.

RESPONSE TO NO. 110.

Wendy's denies the allegations in Paragraph 110 of the Complaint.

RESPONSE TO NO. 111.

Wendy's denies the allegations in Paragraph 111 of the Complaint.

RESPONSE TO NO. 112.

Wendy's denies the allegations in Paragraph 112 of the Complaint.

RESPONSE TO NO. 113.

Wendy's denies the allegations in Paragraph 113 of the Complaint.

RESPONSE TO NO. 114.

Wendy's denies the allegations in Paragraph 114 of the Complaint.

RESPONSE TO NO. 115.

Wendy's denies the allegations in Paragraph 115 of the Complaint.

RESPONSE TO NO. 116.

Wendy's denies the allegations in Paragraph 116 of the Complaint.

RESPONSE TO NO. 117.

Wendy's denies the allegations in Paragraph 117 of the Complaint.

RESPONSE TO NO. 118.

Wendy's denies the allegations in Paragraph 118 of the Complaint.

RESPONSE TO NO. 119.

Wendy's denies the heading immediately preceding Paragraph 119 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 119 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 120.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 120 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 121.

Wendy's denies the allegations in Paragraph 121 of the Complaint.

RESPONSE TO NO. 122.

Wendy's denies the allegations in Paragraph 122 of the Complaint.

RESPONSE TO NO. 123.

Because the allegations in Paragraph 123 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 123 of the Complaint.

RESPONSE TO NO. 124.

Because the allegations in Paragraph 124 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 124 of the Complaint.

RESPONSE TO NO. 125.

Wendy's denies the allegations in Paragraph 125 of the Complaint.

RESPONSE TO NO. 126.

Wendy's denies the allegations in Paragraph 126 of the Complaint.

RESPONSE TO NO. 127.

Wendy's denies the allegations in Paragraph 127 of the Complaint.

RESPONSE TO NO. 128.

Wendy's denies the allegations in Paragraph 128 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 129.

Wendy's denies the allegations in Paragraph 129 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 130.

Wendy's denies the allegations in Paragraph 130 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 131.

Wendy's denies the allegations in Paragraph 131 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 132.

Wendy's denies the allegations in Paragraph 132 of the Complaint.

RESPONSE TO NO. 133.

Wendy's denies the heading immediately preceding Paragraph 133 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 133 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 134.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 134 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 135.

Wendy's denies the allegations in Paragraph 135 of the Complaint.

RESPONSE TO NO. 136.

Wendy's denies the allegations in Paragraph 136 of the Complaint.

RESPONSE TO NO. 137.

Because the allegations of Paragraph 137 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations in Paragraph 137 of the Complaint.

RESPONSE TO NO. 138.

Wendy's denies the allegations in Paragraph 138 of the Complaint.

RESPONSE TO NO. 139.

Wendy's denies the allegations in Paragraph 139 of the Complaint.

RESPONSE TO NO. 140.

Wendy's denies the allegations in Paragraph 140 of the Complaint.

RESPONSE TO NO. 141.

Wendy's denies the allegations in Paragraph 141 of the Complaint.

RESPONSE TO NO. 142.

Wendy's denies the allegations in Paragraph 142 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 143.

Wendy's denies the allegations in Paragraph 143 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 144.

Wendy's denies the allegations in Paragraph 144 of the Complaint.

RESPONSE TO NO. 145.

Wendy's denies the allegations in Paragraph 145 of the Complaint.

RESPONSE TO NO. 146.

Wendy's denies the allegations in Paragraph 146 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 147.

Wendy's denies the allegations in Paragraph 147 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 148.

Wendy's denies the allegations in Paragraph 148 of the Complaint.

RESPONSE TO NO. 149.

Wendy's denies the heading immediately preceding Paragraph 149 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 148 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 150.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 150 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 151.

Wendy's denies the allegations in Paragraph 151 of the Complaint.

RESPONSE TO NO. 152.

Wendy's denies the allegations in Paragraph 152 of the Complaint.

RESPONSE TO NO. 153.

Because the allegations of Paragraph 153 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 153 of the Complaint.

RESPONSE TO NO. 154.

Wendy's denies the allegations in Paragraph 154 of the Complaint.

RESPONSE TO NO. 155.

Wendy's denies the allegations in Paragraph 155 of the Complaint.

RESPONSE TO NO. 156.

Wendy's denies the allegations in Paragraph 156 of the Complaint.

RESPONSE TO NO. 157.

Wendy's denies the allegations in Paragraph 157 of the Complaint.

RESPONSE TO NO. 158.

Wendy's denies the allegations in Paragraph 158 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 159.

Wendy's denies the allegations in Paragraph 159 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 160.

Wendy's denies the allegations in Paragraph 160 of the Complaint.

RESPONSE TO NO. 161.

Wendy's denies the allegations in Paragraph 161 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 162.

Wendy's denies the allegations in Paragraph 162 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 163.

Wendy's denies the allegations in Paragraph 163 of the Complaint.

RESPONSE TO NO. 164.

Wendy's denies the heading immediately preceding Paragraph 164 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 164 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 165.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 165 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 166.

Wendy's denies the allegations in Paragraph 166 of the Complaint.

RESPONSE TO NO. 167.

Wendy's denies the allegations in Paragraph 167 of the Complaint.

RESPONSE TO NO. 168.

Because the allegations of Paragraph 168 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 168 of the Complaint.

RESPONSE TO NO. 169.

Wendy's denies the allegations in Paragraph 169 of the Complaint.

RESPONSE TO NO. 170.

Wendy's denies the allegations in Paragraph 170 of the Complaint.

RESPONSE TO NO. 171.

Wendy's denies the allegations in Paragraph 171 of the Complaint.

RESPONSE TO NO. 172.

Wendy's denies the allegations in Paragraph 172 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 173.

Wendy's denies the allegations in Paragraph 173 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 174.

Wendy's denies the allegations in Paragraph 174 of the Complaint.

RESPONSE TO NO. 175.

Wendy's denies the allegations in Paragraph 175 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 176.

Wendy's denies the allegations in Paragraph 176 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 177.

Wendy's denies the allegations in Paragraph 177 of the Complaint.

RESPONSE TO NO. 178.

Wendy's denies the heading immediately preceding Paragraph 178 of the Complaint. Wendy's incorporates and restates its responses to Paragraphs 1 through 191 of the Complaint as if set forth fully herein. Plaintiffs' reference to Paragraphs 192 through 966 is vague and ambiguous as no such Paragraphs exist and, on that basis, Wendy's denies the allegations in Paragraph 178 to the extent it references these non-existent Paragraphs.

RESPONSE TO NO. 179.

Wendy's lacks sufficient information or knowledge to form an opinion as to the truth of the allegations in Paragraph 179 of the Complaint and, on that basis, denies them.

RESPONSE TO NO. 180.

Wendy's denies the allegations in Paragraph 180 of the Complaint.

RESPONSE TO NO. 181.

Wendy's denies the allegations in Paragraph 181 of the Complaint.

RESPONSE TO NO. 182.

Because the allegations of Paragraph 182 of the Complaint assert legal conclusions, Wendy's is not required to respond and, on that basis, Wendy's denies the allegations set forth in Paragraph 182 of the Complaint.

RESPONSE TO NO. 183.

Wendy's denies the allegations in Paragraph 183 of the Complaint.

RESPONSE TO NO. 184.

Wendy's denies the allegations in Paragraph 184 of the Complaint.

RESPONSE TO NO. 185.

Wendy's denies the allegations in Paragraph 185 of the Complaint.

RESPONSE TO NO. 186.

Wendy's denies the allegations in Paragraph 186 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 187.

Wendy's denies the allegations in Paragraph 187 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 188.

Wendy's denies the allegations in Paragraph 188 of the Complaint.

RESPONSE TO NO. 189.

Wendy's denies the allegations in Paragraph 189 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 190.

Wendy's denies the allegations in Paragraph 190 of the Complaint, including all subparts thereto.

RESPONSE TO NO. 191.

Wendy's denies the allegations in Paragraph 191 of the Complaint.

Wherefore, Wendy's denies that there is any legal or factual basis for any of the relief Plaintiffs seek in the Prayer for Relief, including subparts (a) through and including (f). Wendy's denies that Plaintiffs are entitled to any judgment or relief, including any relief sought in Plaintiffs' Prayer for Relief.

To the extent not expressly admitted above, Wendy's denies each and every allegation in the Complaint and denies that Plaintiffs are entitled to any judgment or entitled to any other relief whether or not expressly requested.

AFFIRMATIVE DEFENSES

First Defense

Plaintiffs lack standing under Article III of the United States Constitution.

Second Defense

Plaintiffs are estopped from seeking double recovery.

Third Defense

Plaintiffs' claims are subject to set off.

Fourth Defense

Plaintiffs' claims are barred because any alleged harm is the result of the intervening criminal conduct of a third party.

Fifth Defense

Plaintiffs' claims are barred because Plaintiffs cannot establish that any alleged harm was proximately caused by an alleged act or omission of Wendy's.

Sixth Defense

Plaintiffs' claims are barred on the grounds that Plaintiffs have failed to join one or more indispensable parties.

Seventh Defense

Plaintiffs' claims are barred to the extent Plaintiffs failed to mitigate damages.

Eighth Defense

Plaintiffs' claims are barred by the Economic Loss Rule.

Ninth Defense

Plaintiffs' claims are barred by the applicable statutes of limitation.

Tenth Defense

Plaintiffs' claims are barred by the doctrine of waiver and/or estoppel.

Eleventh Defense

Plaintiffs' claims are barred by the doctrine of laches

Twelfth Defense

Plaintiffs' claims are barred by the doctrine of accord and satisfaction and/or because the Plaintiffs waived or ratified any alleged breach of contract.

Thirteenth Defense

Plaintiffs' claims are barred because Wendy's owed no duty to Plaintiffs.

Fourteenth Defense

Plaintiffs' claims are barred because they assumed the risk that all consumers face when they elect to use a payment card.

Fifteenth Defense

Plaintiffs' claims are barred by the doctrine(s) of comparative and/or contributory negligence.

Sixteenth Defense

Plaintiffs' claims are barred to the extent precluded or barred by their agreements with their issuing banks.

Reservation of Right to Assert Additional Defenses

Additional facts that are currently unknown to Wendy's may be revealed through the course of discovery and further investigation that will support additional defenses. Wendy's reserves the right assert such affirmative defenses in the future.

Respectfully submitted this 17th day of April, 2017.

[SIGNATURE ON NEXT PAGE]

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CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2017, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Kristine McAlister Brown