

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SARA SANGUINETTI, RAYMOND D. SPEIGHT, DAVID DIETZEL, PATRICIA SAAVEDRA, AND NINA S. KUHLMANN, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

NEVADA RESTAURANT SERVICES, INC.,

Defendant.

Case No. 2:21-cv-01768-RFB-DJA

Consolidated with: 2:21-cv-01780-RFB-EJY

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of March 12, 2024, is made and entered into by and among the following Settling Parties (as defined below): Sara Sanguinetti, Raymond D. Speight, David Dietzel and Nina S. Kuhlmann¹ (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record, and Nevada Restaurant Services, Inc. (“NRS” and, together with Plaintiffs, the “Parties”), by and through its counsel of record, J. Randall Jones, Esq., Michael J. Gayan, and Mona Kaveh, Esq. of Kemp Jones, LLP. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof:

THE LITIGATION

Plaintiffs allege that on or about January 16, 2021, cybercriminals breached NRS’s computer systems and networks (“Data Incident”). Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs’ and others’ personal information, including but not limited to

¹ Patricia Saavedra will be voluntarily dismissed from this action prior to final approval, and is not being put forth as a Class Representative.

1 names, dates of birth, Social Security Numbers, driver’s license numbers or state ID numbers, passport
2 numbers, financial account and/or routing numbers, health insurance information, treatment
3 information, biometric data, medical record, taxpayer identification numbers, and credit card numbers
4 and/or expiration dates. (collectively, “PII”).

5 After discovering the Data Incident, NRS notified approximately 227,903 individuals of the Data
6 Incident. NRS offered individuals who were impacted by the Data Incident one or more years of free
7 credit monitoring depending on his/her jurisdiction.

8 Individuals, including Plaintiffs, were mailed notices of the Data Incident on or around July 1,
9 2021. On August 24, 2021, Plaintiff Sara Sanguinetti filed a lawsuit asserting claims against NRS
10 relating to the Data Incident. On September 27, 2021 Plaintiff Raymond D. Speight filed a separate
11 lawsuit asserting claims against NRS relating to the Data Incident (Case No. 2:21-cv-01780-RFB-EJY).
12 On November 4, 2021, the Court consolidated these matters, and on November 16, 2021, Plaintiffs filed
13 the operative amended class-action complaint in the United States District Court for the District of
14 Nevada. The case is titled *Sanguinetti, et al. v. Nevada Restaurant Services, Inc.*, Case No. 2:21-cv-
15 01768-RFB-DJA (D. Nev.) (the “Litigation”).

16 After substantial litigation including significant motion practice and discovery, and over the
17 course of several months, the Parties engaged in settlement negotiations. The Parties participated in a
18 formal mediation presided over by Bruce Friedman, Esq. on November 7, 2023. As a result of these
19 negotiations and the mediation, and negotiations following the mediation which lead to a mediator’s
20 proposal by Mr. Friedman, the Parties accepted Mr. Friedman’s mediator’s proposal with some
21 modification, and reached a settlement, which is memorialized in this settlement agreement (“Settlement
22 Agreement”).

23 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all
24 claims and causes of action asserted, or that could have been asserted, against NRS and the Released
25 Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs
26 and the Settlement Class (as defined below).

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1 **CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

2 Plaintiffs believe the claims asserted in the Litigation, as set forth in the Amended Consolidated
3 Class Action Complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and
4 acknowledge, however, the expense and length of continued proceedings necessary to prosecute the
5 Litigation against NRS through motion practice, trial, and potential appeals. They have also considered
6 the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such
7 litigation, especially in complex class actions. Proposed Settlement Class Counsel are highly
8 experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies,
9 and defenses at issue generally in such litigation and in this Litigation. They have determined that the
10 settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best
11 interests of the Settlement Class.

12 **DENIAL OF WRONGDOING AND LIABILITY**

13 NRS denies each and all of the claims and contentions alleged against it in the Litigation. NRS
14 denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation.
15 Nonetheless, NRS has concluded that further conduct of the Litigation would be protracted and
16 expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon
17 the terms and conditions set forth in this Settlement Agreement. NRS has considered the uncertainty
18 and risks inherent in any litigation. NRS has, therefore, determined that it is desirable and beneficial that
19 the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement
20 Agreement.

21 **TERMS OF THE SETTLEMENT**

22 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs,
23 individually and on behalf of the Settlement Class and NRS that, subject to the approval of the Court,
24 the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and
25 the Litigation shall be dismissed with prejudice as to the Settling Parties, and the Settlement Class,
26 except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon
27 and subject to the terms and conditions of this Settlement Agreement, as follows.

1 **1. Definitions**

2 As used in the Settlement Agreement, the following terms have the meanings specified below:

3 1.1 “Agreement” or “Settlement Agreement” means this agreement.

4 1.2 “Claims Administration” means the processing and payment of claims received from
5 members of the Settlement Class by the Claims Administrator.

6 1.3 “Claims Administrator” means Kroll Settlement Administration LLC, a company
7 experienced in administering class action claims generally and specifically those of the type provided
8 for and made in data breach litigation.

9 1.4 “Claims Deadline” means the postmark and/or online submission deadline for valid
10 claims submitted pursuant to ¶¶ 2.1 and 2.2.

11 1.5 “Claim Form” means the claim form to be used by members of the Settlement Class to
12 submit a Settlement Claim, either through the mail or online through the Settlement Website,
13 substantially in the form as shown in **Exhibit C** to this Agreement.

14 1.6 “Costs of Claims Administration” means all actual costs associated with or arising from
15 Claims Administration.

16 1.7 “Court” means the United States District Court for the District of Nevada.

17 1.8 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set
18 forth in this Agreement.

19 1.9 “Effective Date” means the first date by which all of the events and conditions specified
20 in ¶ 1.10 herein have occurred and been met.

21 1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant
22 to this Settlement Agreement is approved by the Court; (ii) the Court has entered an Order of Dismissal
23 with Prejudice (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal
24 from the Order has expired or, if appealed, the appeal has been dismissed in its entirety, or the Order
25 has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such
26 dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the
27 above, any order modifying or reversing any attorneys’ fee award or service award made in this case
28 shall not affect whether the Order is “Final” as defined herein or any other aspect of the Order of

1 Dismissal.

2 1.11 “Final Approval Order” means the order finally approving the Settlement and entering
3 an Order of Dismissal.

4 1.12 “Order of Dismissal” means an Order dismissing the entire case with prejudice has been
5 rendered and entered by the Court.

6 1.13 “Long Notice” means the long form notice of settlement posted on the Settlement
7 Website, substantially in the form as shown in **Exhibit B** to this Agreement.

8 1.14 “Notice Commencement Date” means thirty days following entry of the Preliminary
9 Approval Order.

10 1.15 “Objection Date” means the date by which members of the Settlement Class must mail
11 to Proposed Settlement Class Counsel and counsel for NRS or, in the alternative, file with the Court
12 through the Court’s electronic case filing (“ECF”) system their objection to the Settlement Agreement
13 for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for
14 these purposes.

15 1.16 “Opt-Out Date” means the date by which members of the Settlement Class must mail
16 their requests to be excluded from the Settlement Class for that request to be effective. The postmark
17 date shall constitute evidence of the date of mailing for these purposes.

18 1.17 “Person” means an individual, corporation, partnership, limited partnership, limited
19 liability company or partnership, association, joint stock company, estate, legal representative, trust,
20 unincorporated association, government or any political subdivision or agency thereof, and any business
21 or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or
22 assignees.

23 1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement
24 Agreement and ordering that notice be provided to the Settlement Class.

25 1.19 “Proposed Settlement Class Counsel” means David Lietz and Gary Klinger of Milberg
26 Coleman Bryson Phillips Grossman PLLC; M. Anderson Berry and Gregory Haroutunian of Clayco C.
27 Arnold, A Professional Corp.; Jean Martin of Morgan & Morgan; George Haines and Gerardo Avalos
28 of Freedom Law Firm; Michael Kind of Kind Law; and David Wise and Joseph Langone of Wise Law

1 Firm, PLC.

2 1.20 “Related Entities” means NRS’s respective past or present parents, subsidiaries,
3 divisions, and related or affiliated entities, and each of their respective predecessors, successors,
4 directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes,
5 without limitation, any Person related to any such entity who is, was, or could have been named as a
6 defendant in any of the actions in the Litigation, other than any Person who is found by a court of
7 competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data
8 Incident or who pleads *nolo contendere* to any such charge.

9 1.21 “Released Claims” shall collectively mean any and all past, present, and future claims
10 and causes of action including, but not limited to, any causes of action arising under or premised upon
11 any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state,
12 province, county, city, or municipality, including: 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in
13 effect in any states in the United States as defined below; negligence; breach of implied contract;
14 negligence *per se*; violation of the Nevada Consumer Fraud Act Nev. Rev. Stat. § 41.600; unjust
15 enrichment; violations of the California Consumer Privacy Act, Cal. Civ. Code. § 1798.100 *et seq.*;
16 violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; breach of
17 fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent,
18 negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice
19 pursuant to any breach notification statute or common law duty; and including, but not limited to, any
20 and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’
21 fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future
22 damages, statutory damages, punitive damages, special damages, exemplary damages, restitution,
23 and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued
24 or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief
25 that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement
26 Class against any of the Released Persons based on, relating to, concerning or arising out of the Data
27 Incident and alleged theft of personal information or the allegations, transactions, occurrences, facts, or
28 circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the

1 right of any Settlement Class Member or any of the Released Persons to enforce the terms of the
2 settlement contained in this Settlement Agreement, and shall not include the claims of members of the
3 Settlement Class Members who have timely excluded themselves from the Settlement Class.

4 1.24 “Released Persons” means NRS and its Related Entities and each of its past or present
5 parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
6 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and
7 reinsurers.

8 1.25 “Plaintiffs” and “Representative Plaintiffs” mean David Dietzel, Raymond D. Speight,
9 Sara Sanguinetti, and Nina S. Kuhlmann.

10 1.26 “Data Incident” means the cyberattack perpetrated on NRS on or about January 16, 2021,
11 in which third-party criminals gained unauthorized access to NRS’s network and gained unauthorized
12 access to the personal information of Plaintiffs and other consumers.

13 1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this
14 Settlement Agreement.

15 1.28 “Settlement Class” means all persons who were mailed notice by NRS that their personal
16 and/or financial information was impacted in a data incident occurring on or before January 16, 2021.
17 The Settlement Class specifically excludes: (i) NRS, any Related Entities, and their officers and
18 directors; (ii) all Settlement Class Members who timely and validly request exclusion from the
19 Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other
20 Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,
21 aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere*
22 to any such charge.

23 1.29 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement
24 Class.

25 1.30 “Settlement Website” means a website, the URL for which to be mutually selected by
26 the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement
27 Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement
28 Class Members with the ability to submit a Settlement Claim online.

1 1.31 “Settling Parties” means, collectively, NRS and Plaintiffs, individually and on behalf of
2 the Settlement Class.

3 1.32 “Short Notice” means the short form notice of the proposed class action settlement,
4 substantially in the form as shown in **Exhibit A** to this Agreement. The Short Notice will direct
5 recipients to the Settlement Website and inform members of the Settlement Class of, among other things,
6 the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing
7 (if set prior to the Commencement Date (as defined below)).

8 1.33 “Unknown Claims” means any of the Released Claims that any member of the Settlement
9 Class, including any Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release
10 of the Released Persons that, if known by him or her, might have affected his or her settlement with,
11 and release of, the Released Persons, or might have affected his or her decision not to object to and/or
12 to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling
13 Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have,
14 and each of the other members of the Settlement Class intend to and shall be deemed to have, and by
15 operation of the Order of Dismissal shall have, waived the provisions, rights, and benefits conferred by
16 California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law
17 of any state, province, or territory of the United States (including, without limitation, California Civil
18 Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and
19 South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil
20 Code §1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
22 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
23 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF
24 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
25 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

26 Members of the Settlement Class, including Plaintiffs, and any of them, may hereafter discover
27 facts in addition to, or different from, those that they, and any of them, now know or believe to be true
28 with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each

1 other member of the Settlement Class shall be deemed to have, and by operation of the Order of
2 Dismissal shall have, upon the Effective Date, fully, finally and forever settled and released any and all
3 Released Claims. The Settling Parties acknowledge, and members of the Settlement Class shall be
4 deemed by operation of the Order of Dismissal to have acknowledged, that the foregoing waiver is a
5 material element of the Settlement Agreement of which this release is a part.

6 1.34 “United States” as used in this Settlement Agreement includes the District of Columbia
7 and all territories.

8 1.35 “Valid Claims” means Settlement Claims in an amount approved by the Claims
9 Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

10 **2. Settlement Benefits**

11 2.1 Expense Reimbursement. All members of the Settlement Class who submit a Valid Claim
12 using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed
13 \$350 per member of the Settlement Class, that were incurred as a result of the Data Incident, such as:
14 (i) unreimbursed bank fees; (ii) long distance telephone charges; (iii) cell phone charges (only if charged
15 by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi)
16 gasoline for local travel; and (vii) expenses stemming from credit reports, credit monitoring, or other
17 identity theft insurance product purchased between January 16, 2021 and the end of the Claims Period.
18 To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class
19 Members must submit (i) their name and current address; (ii) supporting documentation of such out-of-
20 pocket expenses; and (iii) a description of the loss, if not readily apparent from the documentation.

21 Members of the Settlement Class are also eligible to receive up to four hours of lost time spent
22 dealing with issues arising out of the Data Incident (calculated at the rate of \$35 per hour). Members of
23 the Settlement Class must attest under penalty of perjury on the Claim Form as to the time spent by
24 providing a written description. Claims made for lost time can be combined with claims made for out-
25 of-pocket expenses and, together with the out-of-pocket expenses, are subject to the \$350 cap for each
26 member of the Settlement Class.

27 2.2 Extraordinary Expense Reimbursement: All members of the Settlement Class who have
28 suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for

1 up to \$10,000 if: (1) the loss is an actual, documented, and unreimbursed monetary loss requiring the
2 submission of a proof of loss under penalty of perjury; (2) the loss was caused by the Data Incident; (3)
3 the loss occurred between January 16, 2021, and the Claims Deadline; and (4) the loss is not already
4 covered by one or more of the reimbursement categories listed in ¶ 2.1; and the member of the Settlement
5 Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to
6 exhaustion of all available credit monitoring insurance and identity theft insurance.

7 2.3 Members of the Settlement Class seeking reimbursement under ¶¶ 2.1 and/or 2.2 must
8 complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or
9 before the 90th day after the Notice Commencement Date. The notice to the class will specify this
10 deadline and other relevant dates described herein. The Claim Form must be verified by the member of
11 the Settlement Class with a statement that his or her claim is true and correct, to the best of his or her
12 knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required.
13 The member of the Settlement Class must submit reasonable documentation that the out-of-pocket
14 expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident.
15 Failure to provide supporting documentation of the out-of-pocket expenses and lost-time expenses
16 referenced above, as requested on the Claim Form, shall result in denial of a claim. Disputes as to claims
17 submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

18 2.4 Credit Monitoring and Identity-Theft Protection. All members of the Settlement Class
19 who submit a Valid Claim using the Claim Form are eligible for 36 months of free one-bureau identity-
20 theft protection through IDX or another equivalent provider selected by Defendant. For members of the
21 Settlement Class who opted to receive the credit monitoring initially offered by NRS, the credit
22 monitoring and identity theft protections shall be in addition to that year. The identity theft shall include,
23 at least, the following, or similar, services:

- 24 • One bureau credit monitoring.
- 25 • \$1M in fraud protection.

26 2.5 Alternative Cash Payment. In place of the benefits contained in ¶¶ 2.1, 2.2, and 2.4, and
27 not in addition to all other benefits, all Settlement Class Members are eligible to receive a payment of
28 \$50. The amount of Alternative Cash Payments shall not exceed \$150,000 and, if the amounts claimed

1 exceed that amount, they shall be reduced *pro-rata* so that the total amount to be paid is not more than
2 \$150,000.

3 2.6 Dispute Resolution for Claims.

4 2.6.1 The Claims Administrator, in its sole discretion to be reasonably and in good faith
5 exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has
6 provided all information needed to complete the Claim Form, including any documentation that may be
7 necessary to reasonably support the out-of-pocket expenses and/or lost time described in ¶¶ 2.1 and 2.2;
8 and (3) the information submitted could lead a reasonable person to conclude that the claimant has
9 suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time,
10 request from the claimant, in writing, additional information as the Claims Administrator may
11 reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form,
12 information regarding the claimed losses, available insurance and the status of any claims made for
13 insurance benefits, and claims previously made for identity theft and the resolution thereof. For any such
14 Claims that the Claims Administrator determines to be implausible, the Claims Administrator will
15 submit those Claims to the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for
16 all Plaintiffs). If the Settling Parties do not agree with the Settlement Administrator's determination,
17 after meeting and conferring, then the Claim shall be referred for resolution to the claim referee,
18 to be selected by the Parties if needed. Any costs associated with work performed by the claims referee
19 shall be paid by NRS.

20 2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is
21 not accompanied by sufficient documentation to determine whether the claim is facially valid, the
22 Claims Administrator shall request additional information and give the claimant thirty (30) days to cure
23 the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid
24 and there shall be no obligation to pay the claim.

25 2.6.3 Following receipt of additional information requested by the Claims
26 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount,
27 or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the
28 Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the

1 claim is not facially valid because the claimant has not provided all information needed to complete the
2 Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any
3 further action.

4 2.6.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to
5 accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement
6 Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have
7 fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the
8 claimant approves the final determination, then the approved amount shall be the amount to be paid. If
9 the claimant does not approve the final determination within thirty (30) days, then the dispute shall be
10 submitted to the Settling Parties. If the Settling Parties do not agree with the Settlement Administrator's
11 determination, or are unable to reach a mutually satisfactory resolution after meeting and conferring,
12 then the Claim shall be referred for resolution to the claim referee, to be selected by the Parties if needed.

13 2.6.5 If any dispute is submitted to the claims referee, the claims referee may approve
14 the Claims Administrator's determination by making a ruling within fifteen (15) days. The claims
15 referee may make any other final determination of the dispute or request further supplementation of a
16 claim within thirty (30) days. The claims referee's determination shall be based on whether the claims
17 referee is persuaded that the claimed amounts are reasonably supported in fact and were caused by the
18 Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims
19 referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall
20 reasonably cooperate with the claims referee, including by either providing supplemental information
21 as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim
22 through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The
23 claims referee shall make a final decision within thirty (30) days of receipt of all supplemental
24 information requested. The Parties shall jointly select an acceptable claims referee if the need for one
25 arises under the terms of this section.

26 2.7 Business Practices Changes. Plaintiffs have received assurances in the form of a highly
27 confidential declaration (suitable for filing under seal if the need to do so arises) that NRS has
28 implemented or will implement certain reasonable steps to adequately secure its systems and

1 environments and will maintain such measures, at its own separate expense, through December 31,
2 2025.

3 2.8 Confirmatory Discovery. NRS has provided reasonable access to confidential and highly
4 confidential confirmatory discovery regarding the number of Settlement Class Members and state of
5 residence, the facts and circumstances of the Data Incident and NRS's response thereto, and the changes
6 and improvements that have been made or are being made to further protect Settlement Class Members'
7 PII.

8 2.9 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1
9 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute Resolution
10 described in ¶ 2.5, shall be paid by NRS.

11 2.10 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement
12 only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement
13 is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the
14 terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement
15 Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement
16 Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue
17 of class certification or any other issue. The Settling Parties' agreement to the certification of the
18 Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other
19 proceeding, case or action, as to which all of their rights are specifically preserved.

20 **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

21 3.1 As soon as practicable after the execution of the Settlement Agreement, Proposed
22 Settlement Class Counsel and counsel for NRS shall jointly submit this Settlement Agreement to the
23 Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the
24 settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed
25 upon by the parties, or an order substantially similar to such form in both terms and cost, requesting,
26 among other things:

- 27 a) certification of the Settlement Class for settlement purposes only pursuant to ¶
28 2.10;

- 1 b) preliminary approval of the Settlement Agreement as set forth herein;
- 2 c) appointment of Proposed Settlement Class Counsel as Settlement Class
- 3 Counsel;
- 4 d) appointment of Plaintiffs as Class Representatives;
- 5 e) approval of a customary form of Short Notice to be mailed to Settlement Class
- 6 Members in a form substantially similar to the one attached as **Exhibit A** to this
- 7 Agreement;
- 8 f) approval of the Long Notice to be posted on the Settlement Website in a form
- 9 substantially similar to the one attached as **Exhibit B** to this Agreement, which,
- 10 together with the Short Notice, shall include a fair summary of the parties’
- 11 respective litigation positions, the general terms of the settlement set forth in the
- 12 Settlement Agreement, instructions for how to object to or opt-out of the
- 13 settlement, the process and instructions for making claims to the extent
- 14 contemplated herein, and the date, time and place of the Final Fairness Hearing;
- 15 and
- 16 g) appointment of Kroll Settlement Administration LLC as the Claims
- 17 Administrator.

18 The Short Notice and Long Notice have been reviewed and approved by the Claims
19 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court
20 for approval.

21 3.2 NRS shall pay for providing notice to the Settlement Class in accordance with the
22 Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims
23 Administration. Attorneys’ fees, costs, and expenses of Settlement Class Counsel, and service awards
24 to Class Representatives, as approved by the Court, shall be paid by NRS as set forth in ¶ 7 below.
25 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- 26 a) *Class Member Information:* No later than seven (7) days after entry of the
- 27 Preliminary Approval Order, NRS shall provide the Claims Administrator with
- 28 the name, and last known physical address and email address of each Settlement

1 Class Member (collectively, “Class Member Information”) that NRS possess.

- 2 • The Class Member Information and its contents shall be used
3 by the Claims Administrator solely for the purpose of
4 performing its obligations pursuant to this Settlement
5 Agreement and shall not be used for any other purpose at any
6 time. Except to administer the settlement as provided in this
7 Settlement Agreement, or provide all data and information in
8 its possession to the Settling Parties upon request, the Claims
9 Administrator shall not reproduce, copy, store, or distribute in
10 any form, electronic or otherwise, the Class Member
11 Information.

12 b) *Settlement Website:* Prior to the dissemination of the Class Notice, the Claims
13 Administrator shall establish the Settlement Website that will inform Settlement
14 Class Members of the terms of this Settlement Agreement, their rights, dates and
15 deadlines and related information. The Settlement Website shall include, in .pdf
16 format and available for download, the following: (i) the Long Notice; (ii) the
17 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement
18 Agreement; (v) the operative Amended Class Action Complaint filed in the
19 Litigation; and (vi) any other materials agreed upon by the Parties and/or
20 required by the Court. The Settlement Website shall provide Class Members
21 with the ability to complete and submit the Claim Form electronically.

22 c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval
23 Order and to be substantially completed not later than forty-five (45) days after
24 entry of the Preliminary Approval Order, and subject to the requirements of this
25 Agreement and the Preliminary Approval Order, the Claims Administrator will
26 provide notice to the Settlement Class as follows:

- 27 • To all class members for whom NRS is in possession of a postal
28 address. Before any mailing under this Paragraph occurs, the

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Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- in the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- For all class members for whom NRS is in possession of a valid email address the Claims Administrator will send the Short Notice via email. In the event NRS is in possession of a valid physical address and a valid email address the Claims

1 Administrator will send a copy of the Short Notice to the email
2 address, only, unless the email is returned as undeliverable, in
3 which case the Claims Administrator will re-send the Short
4 Notice via USPS.

5 d) Publishing, on or before the Notice Commencement Date, the Short Notice,
6 Claim Form, and Long Notice on the Settlement Website, as specified in the
7 Preliminary Approval Order, and maintaining and updating the website
8 throughout the claim period; and

9 e) A toll-free help line, with an interactive voice response system providing
10 answers to the most common questions and a live operator option, shall be made
11 available to provide Settlement Class Members with additional information
12 about the settlement. The Claims Administrator also will provide copies of the
13 forms of Short Notice, Long Notice, and paper Claim Form, as well as this
14 Settlement Agreement, upon request; and

15 f) Contemporaneously with seeking Final Approval of the Settlement, Proposed
16 Settlement Class Counsel and NRS shall cause to be filed with the Court an
17 appropriate affidavit or declaration with respect to complying with this
18 provision of notice.

19 3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement
20 Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with
21 the Settling Parties, as may be reasonable and not inconsistent with such approval. Initial notice under
22 the Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval
23 Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

24 3.4 Proposed Settlement Class Counsel and NRS's counsel shall request that after notice is
25 completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the
26 settlement set forth herein.

27 3.5 NRS will also cause the Claims Administrator to provide (at NRS's expense) notice to
28 the relevant state and federal governmental officials as required by the Class Action Fairness Act.

1 **4. Opt-Out Procedures**

2 4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely
3 submit written notice of such intent to the designated Post Office box established by the Claims
4 Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement
5 Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice
6 Commencement Date.

7 4.2 All Persons who submit valid and timely notices of their intent to opt-out of the
8 Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any
9 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the
10 definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in
11 ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Order of Dismissal entered
12 thereon.

13 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court,
14 there have been more than 500 timely and valid Opt-Outs submitted, NRS may, by notifying Proposed
15 Settlement Class Counsel and the Court in writing, void this Settlement Agreement. If NRS voids the
16 Settlement Agreement pursuant to this paragraph, NRS shall be obligated to pay all settlement expenses
17 already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Settlement Class
18 Counsel and service awards.

19 **5. Objection Procedures**

20 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
21 submit a timely written notice of his or her objection by the Objection Date. All written objections and
22 supporting papers (a) must be submitted to the designated Post Office box established by the Claims
23 Administrator (who shall promptly forward any objections to counsel for the Parties; (b) must also be
24 submitted to the Court either by filing electronically or in person at any location of the United States
25 District Court for the District of Nevada or by mailing them to the Class Action Clerk, United States
26 District Court for the District of Nevada at 333 Las Vegas Blvd South, Las Vegas, Nevada, 89101; (c)
27 must clearly identify the case name and number (*Sanguinetti et al. v. Nevada Restaurant Services, Inc.*,
28 Case No. 2:21-cv-01768-RFB-DJA), and; (d) be filed with the Court and postmarked on or before sixty

1 (60) days after the Notice Commencement Date. All objections will be scanned into the electronic case
2 docket, and the parties will receive electronic notices of all filings.

3 5.2 Any such notices of an intent to object to the Settlement Agreement must be written and
4 must include all of the following: (i) the objector’s full name, address, telephone number, and e-mail
5 address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof
6 that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the
7 Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal
8 support for the objection the objector believes applicable; (iv) the identity of any and all counsel
9 representing the objector in connection with the objection; (v) a statement as to whether the objector
10 and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector’s signature
11 and the signature of the objector’s duly authorized attorney or other duly authorized representative
12 (along with documentation setting forth such representation).

13 5.3 Any Settlement Class Member who fails to comply with the requirements for objecting
14 in ¶ 5.1 and ¶ 5.2 shall waive and forfeit any and all rights he or she may have to appear separately
15 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement
16 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any
17 challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1 and ¶ 5.2. Without
18 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this
19 Settlement Agreement, or the Order of Dismissal to be entered upon final approval shall be pursuant to
20 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

21 **6. Releases**

22 6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be
23 deemed to have, and by operation of the Order of Dismissal shall have, fully, finally, and forever
24 released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to
25 the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either
26 directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity,
27 be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in
28 any action in this or any other forum (other than participation in the settlement as provided herein) in

1 which any of the Released Claims is asserted.

2 6.2 Upon the Effective Date, NRS shall be deemed to have, and by operation of the Order of
3 Dismissal shall have, fully, finally, and forever released, relinquished, and discharged, Representative
4 Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel, of all
5 claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion,
6 settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the
7 Settlement Agreement. Any other claims or defenses NRS may have against such Persons including,
8 without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor,
9 contractual, or other business relationship with such Persons that are not based upon or do not arise out
10 of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released
11 Claims are specifically preserved and shall not be affected by the preceding sentence.

12 6.3 Notwithstanding any term herein, neither NRS nor its Related Parties shall have or shall
13 be deemed to have released, relinquished or discharged any claim or defense against any Person other
14 than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement
15 Class Counsel.

16 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to**
17 **Representative Plaintiffs**

18 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or
19 service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the
20 settlement had been agreed upon, other than that NRS would pay reasonable attorneys' fees, costs,
21 expenses, and a service award to Plaintiffs as may be agreed to by NRS and Proposed Settlement Class
22 Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court.
23 NRS and Proposed Settlement Class Counsel then negotiated and agreed to the payment described in ¶
24 7.2.

25 7.2 Proposed Settlement Class Counsel will seek, and NRS has agreed not to oppose, an
26 order from the Court awarding \$400,000.00 to Proposed Settlement Class Counsel for attorneys' fees,
27 inclusive of any costs and expenses of the Litigation. Proposed Settlement Class Counsel, in their sole
28 discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by

1 the Court among Plaintiffs' Counsel.

2 7.3 Proposed Settlement Class Counsel will seek, and NRS has agreed not to oppose, an
3 order from the Court awarding \$2,500 in service awards to each of the four Class Representatives in this
4 case (for a total payment of \$10,000).

5 7.4 If awarded by the Court, NRS shall pay the attorneys' fees, costs, expenses, and service
6 awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within 10 (ten) days after the Effective
7 Date. Service awards to Class Representatives and attorneys' fees, costs, and expenses will be mailed
8 to M. Anderson Berry, Clayeo C. Arnold, APC, 865 Howe Avenue, Sacramento, CA 95765. Proposed
9 Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses
10 among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

11 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to
12 Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the
13 fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce
14 the consideration being made available to the Settlement Class as described herein. No order of the
15 Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any
16 attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Settlement Class
17 Counsel or Plaintiffs shall affect whether the Order of Dismissal is Final or constitute grounds for
18 cancellation or termination of this Settlement Agreement.

19 **8. Administration of Claims**

20 8.1 The Claims Administrator shall administer and calculate the claims submitted by
21 Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and counsel for
22 NRS shall be given reports as to both claims and distribution, and have the right to review and obtain
23 supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.
24 The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement
25 Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.6. All
26 claims agreed to be paid in full by NRS shall be deemed valid.

27 8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the
28 Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

1 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits
2 hereunder within the time frames set forth herein, or such other period as may be ordered by the Court,
3 or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the
4 settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of
5 the Settlement Agreement, the releases contained herein and the Order of Dismissal.

6 8.4 No Person shall have any claim against the Claims Administrator, claims referee, NRS,
7 Proposed Settlement Class Counsel, Plaintiffs, and/or NRS's counsel based on distributions of benefits
8 to Settlement Class Members.

9 **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

10 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the
11 following events:

- 12 a) the Court has entered the Order of Preliminary Approval and Publishing of
13 Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- 14 b) NRS has not exercised its option to terminate the Settlement Agreement
15 pursuant to ¶ 4.3;
- 16 c) the Court has entered the Order of Dismissal granting final approval to the
17 settlement as set forth herein; and
- 18 d) the Order of Dismissal with prejudice has become Final, as defined in ¶ 1.12.

19 9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall
20 be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class Counsel and NRS's
21 counsel mutually agree in writing to proceed with the Settlement Agreement.

22 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to
23 Proposed Settlement Class Counsel and to NRS's counsel a complete list of all timely and valid requests
24 for exclusion (the "Opt-Out List").

25 9.4 In the event that the Settlement Agreement or the releases set forth in paragraphs 6.1,
26 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement
27 is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective
28 positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably

1 extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b)
2 the terms and provisions of the Settlement Agreement shall have no further force and effect with respect
3 to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
4 and any judgment or order entered by the Court in accordance with the terms of the Settlement
5 Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement
6 Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order
7 reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds
8 for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in
9 this Settlement Agreement to the contrary, NRS shall be obligated to pay amounts already billed or
10 incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution
11 pursuant to ¶ 2.5 above and shall not, at any time, seek recovery of same from any other party to the
12 Litigation or from counsel to any other party to the Litigation.

13 **10. Miscellaneous Provisions**

14 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement;
15 and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and
16 conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and
17 conditions of this Settlement Agreement.

18 10.2 The Settling Parties intend this settlement to be a final and complete resolution of all
19 disputes between them with respect to the Litigation. The settlement compromises claims that are
20 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or
21 defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling
22 Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal
23 counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be
24 appropriate, any contention made in any public forum that the Litigation was brought or defended in
25 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other
26 Party as it relates to the Litigation, except as set forth herein.

27 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
28 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

1 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity
2 or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons;
3 or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission
4 of any of the Released Persons in any civil, criminal or administrative proceeding in any court,
5 administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement
6 and/or the Order of Dismissal in any action that may be brought against them or any of them in order to
7 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
8 faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion
9 or similar defense or counterclaim.

10 10.4 The Settlement Agreement may be amended or modified only by a written instrument
11 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12 10.5 This Agreement contains the entire understanding between NRS and Plaintiffs regarding
13 the payment of the Litigation settlement and supersedes all previous negotiations, agreements,
14 commitments, understandings, and writings between NRS and Plaintiffs in connection with the payment
15 of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

16 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
17 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement
18 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to
19 enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement
20 Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to
21 ensure fairness to the Settlement Class.

22 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party
23 hereto hereby warrants that such Person has the full authority to do so.

24 10.8 The Settlement Agreement may be executed in one or more counterparts. All executed
25 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
26 original executed counterparts shall be filed with the Court.

27 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
28 successors and assigns of the parties hereto.

1 10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the
2 terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for
3 purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

4 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him”
5 means “him, her, or it.”

6 10.12 All dollar amounts are in United States dollars (USD).

7 10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s
8 right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance
9 and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is
10 void.” If a check becomes void, the Settlement Class Member shall have until six months after the
11 Effective Date to request re-issuance. If no request for re-issuance is made within this period, the
12 Settlement Class Member will have failed to meet a condition precedent to recovery of settlement
13 benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and NRS
14 shall have no obligation to make payments to the Settlement Class Member for expense reimbursement
15 under ¶¶ 2.1 and 2.2 or any other type of monetary relief. The same provisions shall apply to any re-
16 issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty
17 (180) days from the Effective Date, requests for re-issuance need not be honored after such checks
18 become void.

19 10.14 All agreements made and orders entered during the course of the Litigation relating to
20 the confidentiality of information shall survive this Settlement Agreement.

21 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be
22 executed, by their duly authorized attorneys.

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AGREED TO BY:

Dated: March 12, 2024

Dated: March 12, 2024

/s/ Mona Kaveh
J. Randall Jones, Esq. (#1927)
Michael J. Gayan, Esq. (#11135)
Mona Kaveh, Esq. (#11825)
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Attorneys for Plaintiffs and the Class

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INDEX OF EXHIBITS

Exhibit	Description
A	Short Form Notice
B	Long Form Notice
C	Claim Form

EXHIBIT A

Short Form Notice

A proposed Settlement has been reached in a class action lawsuit known as *Sanguinetti et al. v. Nevada Restaurant Services, Inc.*, Case No. 2:21-cv-01768-RFB-DJA (“Lawsuit”), filed in the United States District Court for the District of Nevada.

- **What is this about?** This Lawsuit arises out of Plaintiffs’ allegations of unauthorized access to Nevada Restaurant Services, Inc.’s (“NRS”) systems and certain files containing sensitive and/or personal information including, but not limited to, name, date of birth, Social Security Number, driver’s license number or state ID number, passport number, financial account and/or routing number, health insurance information, treatment information, biometric data, medical records, taxpayer identification number, and/or credit card number and/or expiration date, which occurred on or before January 16, 2021 (the “Data Incident”).
- **Who is a Settlement Class Member?** You are a Settlement Class Member if you were mailed written notification by NRS indicating that your personal and/or financial information was impacted in the Data Incident occurring on or before January 16, 2021.
- **What are the benefits?** The Settlement generally provides the following benefits with certain conditions: **Documented Out-of-pocket Expense Reimbursement:** Up to \$350 for documented out-of-pocket expenses; **Lost Time Reimbursement:** Reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (\$35 per hour); **Documented Extraordinary Loss Reimbursement:** Reimbursement for extraordinary losses, not to exceed \$10,000 per Settlement Class Member for documented monetary losses; **Credit Monitoring:** Settlement Class Members will be offered a 36 month membership of credit monitoring and identity-theft protection with at least \$1 million in fraud protection; **Alternative Cash Payment:** Settlement Class Members may elect to receive a payment of \$50 in lieu of receiving the above described benefits. If the amount of Alternative Cash Payments claimed exceeds \$150,000, the amount paid to each Settlement Class Member will be reduced *pro rata* such that the amount paid equals not more than \$150,000; and **Information Security Improvements:** NRS will also provide various information security enhancements. You must file a claim by [INSERT DATE] by mail or online at [INSERT WEBSITE] to receive benefits from the Settlement.
- **What are my other rights? Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get any money; **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [INSERT]; **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below.
- **Final Fairness Hearing.** The Court will hold the Final Fairness Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Attorneys’ Fees, Costs, and Expenses in the total amount of \$400,000 and a Class Representative service award of \$2,500 to each named Plaintiff in this litigation, and to consider whether and if it should be approved. You may attend this hearing, but are not required to. The date may change without further notice to the class, so please check the settlement website or the Court’s PACER site to confirm that the date has not been changed.
- **This notice summarizes the proposed settlement.** For the precise terms of the settlement, please see the settlement agreement available at [INSERT], by contacting class counsel at

[INSERT], by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the District of Nevada, 333 Las Vegas Blvd South, Las Vegas, NV 89101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT B

Long Form Notice

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**If Nevada Restaurant Services, Inc. (“NRS”) Notified You of a Data Incident, You May be Eligible For Benefits From a Class Action Settlement.**

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

- A proposed Settlement has been reached in a class action lawsuit known as *Sanguinetti et al. v. Nevada Restaurant Services, Inc.*, Case No. 2:21-cv-01768-RFB-DJA (“Lawsuit”), filed in the United States District Court for the District of Nevada.
- This Lawsuit arises out of Plaintiffs’ allegations of unauthorized access to NRS’s systems and certain files containing sensitive and/or personal information including, but not limited to, name, date of birth, Social Security Number, driver’s license number or state ID number, passport number, financial account and/or routing number, health insurance information, treatment information, biometric data, medical record, taxpayer identification number, and credit card number and/or expiration date on or before January 16, 2021 (the “Data Incident”). NRS disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to \$350 for documented out-of-pocket expenses, (2) reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (\$35 per hour), and (3) reimbursement for extraordinary losses up to \$10,000 for documented expenses. NRS also agrees to provide security related improvements.
- Settlement Class Members will be offered a 36-month membership of credit monitoring and identity theft protection with at least \$1 million in fraud protection.
- You are a Settlement Class Member if you were mailed written notification by NRS indicating that your personal and/or financial information was impacted in the data incident occurring on or before January 16, 2021.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	The only way to get a payment and/or credit monitoring. Claim Forms must be submitted online by [INSERT] or, if mailed, postmarked no later than [INSERT].
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement. Your request to exclude yourself must be postmarked no later than [INSERT].
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [INSERT].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [INSERT].

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were mailed written notification by NRS indicating that your personal and/or financial information was impacted in the Data Incident occurring on or before January 16, 2021.

The Settlement Class specifically excludes: (i) Nevada Restaurant Services, Inc. (“NRS”), the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Sanguinetti et al. v. Nevada Restaurant Services, Inc.*, Case No. 2:21-cv-01768-RFB-DJA, filed in the United States District Court for the District of Nevada. The people who sued are called the “Plaintiffs” and the company they sued, NRS, is known as the “Defendant” in this case. NRS will be called “Defendant” in this Notice. Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of Plaintiffs’ allegations of unauthorized access to NRS’s systems and certain files containing sensitive and/or personal information including, but not limited to, name, date of birth, Social Security Number, driver’s license number or state ID number, passport number, financial account and/or routing number, health insurance information, treatment information, biometric data, medical record, taxpayer identification number, and credit card number and/or expiration date. (collectively, “PII”), which occurred on or before January 16, 2021 (the “Data Incident”). After learning of the Data Incident, notification was mailed to persons whose personal and/or financial information may have been impacted by the Data Incident. Subsequently, this lawsuit was filed asserting claims against NRS relating to the Data Incident. NRS denies Plaintiffs’ claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT].

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if mailed written notification by NRS indicating that your personal and/or financial information was impacted in the Data Incident occurring on or before January 16, 2021. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Out of Pocket Expense Reimbursement (Ordinary Losses): All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed \$350 per Settlement Class Member, that were incurred as a result of the Data Incident including: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute), (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) expenses stemming from credit reports, credit monitoring, or other identity theft insurance product purchased by Settlement Class Members between January 16, 2021 and the Claims Deadline. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$35 per hour). Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member provides a written description and attests under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for out-of-pocket expenses and are subject to the same \$350 cap for all Settlement Class Members.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for extraordinary losses, not to exceed \$10,000 per Settlement Class Member for documented monetary loss that: (i) is actual, documented, and unreimbursed requiring the submission of a proof of loss under penalty of perjury; (ii) was caused by the Data Incident; (iii) occurred between January 16, 2021 and the Claims Deadline; and (iv) is not already covered by any of the above-referenced documented out-of-pocket expenses or lost time reimbursement categories. Settlement Class Members must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Credit Monitoring and Identity Theft Protection: The Settlement includes credit monitoring and identity theft insurance for a period of 3 years from the effective date of the Settlement. You must submit a claim to obtain this credit monitoring service.

Alternative Cash Payment: In place of the other benefits listed above, and not in addition to those benefits, Settlement Class Members are eligible to receive a payment of \$50. The amount of Alternative Cash Payments shall not exceed \$150,000 and, if the amounts claimed exceed that amount, they shall be reduced

pro-rata such that the total amount to be paid is not more than \$150,000.

Information Security Improvements: NRS will implement or maintain various data security improvements. Any costs associated with these security improvements will be paid by NRS separate and apart from other settlement benefits.

7. How to submit a claim?

You must file a Claim Form to get any money or credit monitoring from the proposed Settlement. Claim Forms must be submitted online by [INSERT] or postmarked no later than [INSERT]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT].

This Class is a closed class, and benefits are only available to Class Members with a unique Class Member ID. If you submit a Claim without a unique Class Member ID, your claim will be denied.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue NRS and their Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [INSERT WEBSITE]

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representatives will request a service award of up to \$2,500 per person, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than [INSERT] to:

[INSERT MAILING ADDRESS]

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (identified in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed David Lietz and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corp.; Jean Martin of Morgan & Morgan; George Haines and Gerardo Avalos of Freedom Law Firm, Michael Kind of Kind Law, and David Wise and Joseph Langone of Wise Law Firm, PLC (collectively called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$400,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. All written objections and supporting papers (a) must be submitted to the designated Post Office box established by the Claims Administrator (who shall promptly forward any objections to counsel for the Parties; (b) must also be submitted to the Court either by filing electronically or in person at any location of the United States District Court for the District of Nevada or by mailing them to the Class Action Clerk, United States District Court for the District of Nevada at 333 Las Vegas Blvd South, Las Vegas, Nevada, 89101; (c) must clearly identify the case name and number (*Sanguinetti et al. v. Nevada Restaurant Services, Inc.*, Case No. 2:21-cv-01768-RFB-DJA), and; (d) must be filed with the Court and postmarked on or before sixty (60) days after the Notice Commencement Date.

Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) your full name, address, telephone number, and e-mail address (if any);

(ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or you counsel will appear at the Final Fairness Hearing, and; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

If you do not submit your objection with all requirements, or if your objection is not filed or postmarked by [INSERT DATE], you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

Your objection must be postmarked no later than [INSERT] to:

[INSERT MAILING ADDRESS]

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Claims Administrator at [INSERT MAILING ADDRESS].

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Nevada at 333 Las Vegas Blvd. South, Las Vegas, NV 89101 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

Claim Form

CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you had documented out-of-pocket expenses, lost time spent dealing with the Data Incident, or documented, unreimbursed extraordinary monetary losses as a result of the Data Incident, or if you are requesting credit monitoring or the Alternative Cash Payment. Checks will be mailed, or electronic payments will be made, to eligible Settlement Class Members if the Settlement is approved by the Court.

The Settlement Notice describes your legal rights and options. Please visit the official settlement administration website, [INSERT WEBSITE], or call [INSERT PHONE #] for more information.

Claim submission options:

- File a claim online at [INSERT WEBSITE]. Your form must be submitted by [INSERT DATE & TIME].
- Print this form, complete the form in its entirety, and mail to the Claims Administrator at the address listed below. Your Claim Form must be postmarked by [INSERT DATE].
- You can contact the Claims Administrator to request a Claim Form be mailed to you. You must complete the Claim Form in its entirety and then mail the completed Claim Form so that it is postmarked by [INSERT DATE].

YOU MUST INCLUDE YOUR CLASS MEMBER ID in Section 1 below. You can locate your Class Member ID at the top of the postcard Notice that was sent to you.

1. CLASS MEMBER INFORMATION.

Class Member ID: _____

Name (REQUIRED): _____
First Name Mi Last Name

Number and Street Address (REQUIRED)

City (REQUIRED) State (REQUIRED) Zip Code (REQUIRED)

Telephone Number (REQUIRED): (_____) _____ - _____

Email Address (optional): _____@_____.

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the Notice and sections 2.1 through 2.2 of the Settlement Agreement (available at [INSERT WEBSITE]) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of documented out-of-pocket expenses, fraudulent charges, or lost time that you incurred between January 16, 2021 and the Claims Deadline as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

Documented Expense Reimbursement Resulting from the Data Incident: (not to exceed \$350 per Settlement Class Member)

Unreimbursed bank fees as a result of the Data Incident.

Total amount claimed for this category \$ _____

I have attached a copy of a bank or credit card statement or other proof of the fees or charges.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Date reported: _____

Description of the person(s) and/or companies to whom you reported the fraud:

Other incidental telephone, internet, postage, or gasoline (for local travel only) expenses directly related to the Data Incident.

Examples - Long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used)

Total amount claimed for this category \$ _____

I have attached a copy of the bill from my telephone or mobile phone company or internet service provider, postage provider, or gasoline provider that shows the charges, receipts, or other proof or purchase of the fees or charges.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 16, 2021 and the Claims Deadline related to the Data Incident.

Total amount claimed for this category \$ _____

I have attached a copy of a receipt or other proof of purchase for each credit report or product purchased related to the Data Incident.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

- Between one (1) and four (4) hours of time spent dealing with the Data Incident (which will be calculated and paid at a rate of \$35 per hour).

Total number of hours claimed _____

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident, along with an attestation under penalty of perjury that you spent the claimed time responding to issues raised by the Data Incident.

I attest under penalty of perjury and the laws of the United States and my state of residence that I spent the below described lost time responding to issues raised by the Data Incident:

Documented Extraordinary Loss Reimbursement. If you wish to receive reimbursement of actual, documented, and unreimbursed losses (up to \$10,000), with submission of a proof of loss under penalty of perjury, that were caused by the Data Incident, occurred between January 16, 2021 and the Claims Deadline, and not already covered by one or more of the other categories of Settlement benefits, describe the unreimbursed losses claimed (including the amount of each loss), sign the attestation at the end of this Claim Form, and attach supporting documentation (if you provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). By signing the attestation below, you are affirming that the claimed losses were caused by the Data Incident.

Describe all actual, documented, and unreimbursed losses (including the amount of each loss and the total amount claimed) that were caused by the Data Incident.

Description of Loss	Amount
TOTAL Amount Being Claimed:	

- I have attached documentation showing that the claimed losses were caused by the Data Incident.***
- Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury and the laws of the United States and my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature *Print Name* *Month/Day/Year*
(mm/dd/yyyy)

4. MAIL YOUR CLAIM FORM.

This Claim Form and all supporting documentation must be either submitted online at **[INSERT WEBSITE]** or postmarked by **[INSERT DATE]** and mailed to:

[INSERT MAILING ADDRESS]