SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JULIANNE COOK, DOMONIQUE BARLOW, and KATHERINE HELDRETH, individually and on behalf of all others similarly situated, Plaintiffs, v. LEGENDS HOSPITALITY, LLC, Defendant.	Index No.: 1600468/2025

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is in the business of providing operational services for hundreds of stadiums and entertainment venues around the world.

2. In the ordinary course of operating its business, Defendant acquires, collects, and maintains the Private Information pertaining to guests of the venues it manages, its current and former employees and their beneficiaries and dependents, and relating to its vendors.

3. Defendant suffered from three Data Incidents impacting a total of 16,258 individuals. *First*, on November 9, 2024, an unauthorized third party infiltrated Defendant's computer network gaining access to the Private Information of 10,289 individuals. Commencing

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

on April 16, 2025, Defendant began notifying the individuals that their Private Information may have been impacted in the first Data Incident. *Second*, on December 6, 2024, an unauthorized third party infiltrated Defendant's computer systems and gained access to the Private Information of 5,827 individuals related to Long Beach Convention and Entertainment Center. Commencing on May 7, 2025, Defendant began notifying the individuals that their Private Information may have been impacted in the second Data Incident. *Third*, on January 6, 2025, an unauthorized third party infiltrated Defendant's computer systems and gained access to the Private Information of 142 individuals related to Old National Events Plaza. Commencing on April 3, 2025, Defendant began notifying the individuals that their Private Information may have been impacted in the third Data Incident.

4. On April 23, 2025, Plaintiff Julianne Cook filed the first class action lawsuit against Defendant seeking to redress harm caused by the Data Incidents. Subsequently, on May 8, 2025, Plaintiff Domonique Barlow filed a class action lawsuit seeking to redress harm caused by the Data Incidents, and on May 14, 2025, Plaintiff Katherine Heldreth filed a class action lawsuit seeking to redress harm caused by the Data Incidents. These actions were filed in the U.S. District Court for the Southern District of New York. Plaintiffs filed a motion to consolidate and appoint interim co-lead counsel, which was granted. Then, the Parties began discussing early resolution of these actions and learned that jurisdiction was proper in this Court. Plaintiffs filed a putative class complaint in the Action on August 4, 2025, seeking to represent individuals impacted by and harmed as a result of the Data Incidents.

5. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of

or relating to the allegations made in the Complaint and the Data Incidents as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint as a result of the Data Incidents, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

6. "**Action**" means the above-captioned action, *Julianne Cook, et al. v Legends Hopsitality, LLC*, Index No. 106468/2025 (N.Y. Sup. Ct., N.Y. Cnty.).

7. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this settlement agreement, including the exhibits, between Plaintiffs and Defendant.

8. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking attorneys' fees, reimbursement for

costs, and Service Awards.

9. "**Cash Payment**" means Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

10. "**Cash Payment A – Documented Losses**" means the cash compensation of up to $5,000.00 that Settlement Class Members with documented losses may elect under the Settlement.

11. "**Cash Payment B – Alternate Cash**" means the *pro rata* cash compensation that Settlement Class Members may elect under the Settlement.

12. "**Claim Form"** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified as necessary, subject to the Parties' approval.

13. "**Claim Form Deadline"** shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Settlement Class Member Benefit.

14. "**Claimant**" means a Settlement Class member who submits a Claim Form.

15. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

16. "**Class Counsel**" means: Jeff Ostrow of Kopelowitz Ostrow P.A., William B. Federman of Federman & Sherwood, and Brittany Resch of Strauss Borrelli PLLC.

17. "**Class List**" is the Settlement Class Member list including names and physical addressed provided by Defendant to the Settlement Administrator.

18. "**Class Representatives**" means those Plaintiffs the Court approves to serve as representatives of the Settlement Class.

19. "**Court**" means New York Supreme Court, New York County, and the Judge(s)

assigned to the Action.

20. "**Credit Monitoring**" means the three years of three-bureau credit monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

21. "**Data Incidents**" means the unauthorized access to Defendant's computer network on November 9, 2024, December 6, 2024, and January 6, 2025, resulting in the exposure and acquisition of the Settlement Class's Private Information.

22. "**Defendant"** means Legends Hospitality, LLC, the defendant in the Action.

23. **"Defendant's Counsel"** means Gregory T. Parks, Kristin M. Hadgis, Terese M. Schireson, and Peter M. Fay of Morgan, Lewis & Bockius LLP.

24. "**Effective Date**" means the first business day following 30 days after the entry of the Final Approval Order, regardless of whether any objections are made to the Settlement, assuming no appeals are filed. If appeals are taken from the Final Approval Order, then the "Effective Date" means the first business day following 30 days after all appeal rights have been exhausted after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a final dismissal of all appeals.

25. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

26. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

27. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

28. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 5***, granting Final Approval of the Settlement.

29. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail upon request to the Settlement Administrator.

30. "**Motion for Final Approval**" means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

31. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

32. "**Net Settlement Fund**" means the amount of funds remaining in the Settlement Fund following payment of Settlement Administration Costs, attorneys' fees, costs, and Service Awards.

33. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

34. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class consisting of the Postcard Notice and Long Form Notice, along with the Settlement Website and Settlement toll-free telephone line.

35. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

36. "**Objection Deadline**" means the date by which Class Members must file or postmark any written objections, which shall be 30 days before the initial scheduled Final Approval Hearing.

37. "**Opt-Out Deadline**" means the date by which Class Members must file or

postmark any written opt-out requests, which shall be 30 days before the initial scheduled Final Approval Hearing.

38. **"Parties"** means Plaintiffs and Defendant.

39. **"Payment Instructions"** means (a) written directions from the Settlement Administrator from an email address controlled by the Settlement Administrator, which shall specify: (i) as for any wire transfer payment, the routing, account number, bank name and address and any other pertinent details required for the transfer; and (ii) as for any check payment, the payee of the check and the address to which the check shall be delivered; and (b) a W-9 form for the Escrow Account. The Payment Instructions shall be confirmed by: (1) voice phone call by the Settlement Administrator from a number verifiable online; (2) voice phone call by Class Counsel; and (3) approved by Class Counsel in writing.

40. **"Plaintiffs"** means Julianne Cooke, Domonique Barlow, and Katherine Heldreth, the plaintiffs in the Action.

41. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1,*** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

42. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

43. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

44. "**Private Information**" means some combination of names, dates of birth, Social Security numbers, driver's license numbers, government ID numbers, financial information,

medical information, and health insurance information.

45. "**Releases**" means the releases and waiver set forth in Section XIII of this Agreement.

46. "**Released Claims**" means any and all claims that were or could have been alleged relating to the Data Incidents, whether existing now or arising in the future, to the maximum extent permitted by law, including any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incidents.

47. "**Released Parties**" means Defendant Legends Hospitality, LLC, Legends Hospitality Parent Holdings, LLC, ASM Global Parent, LLC, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, customers (including those affiliated with Long Beach Convention and Entertainment Center and Old National Events Plaza), administrators, executors, and trustees.

48. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other

representatives of any of these persons and entities.

49. "**Service Awards**" means the payments the Court may award the Class Representatives for serving on behalf of the Settlement Class.

50. "**Settlement Administrator**" means Simpluris, Inc. or Simpluris.

51. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

52. "**Settlement Class**" means all living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opt-out of the Settlement Class.

53. "**Settlement Class Member**" means any member of the Settlement Class.

54. "**Settlement Class Member Benefit**" means the Cash Payment and/or Credit Monitoring, elected by Settlement Class Members.

55. "**Settlement Fund**" means the non-reversionary all cash $812,900.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

56. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents

as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

57. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

58. Within 45 days of Preliminary Approval, Defendant shall fund or cause to be funded the $812,900.00 Settlement Fund. Under no circumstances shall Defendant be obligated to fund or cause to be funded more than $812,900.00. In the event there is no Final Approval, Final Approval is not granted within one year of completion of the Parties' briefing in support of Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, the Settlement Administrator shall provide a detailed accounting within 30 days and, at Defendant's option, all funds remaining in the Settlement Fund (less administrator costs and with interest) shall be returned to the Defendant within 15 days of the Settlement Administrator's accounting.

59. Within 30 days after the later of (1) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund, or (2) Defendant's receipt of the Payment Instructions for such payment, Defendant shall cause an amount reasonably determined by the Settlement Administrator to be required for Settlement Administration Costs, not to exceed $200,000, to be deposited into the Settlement Fund.

60. Defendant shall cause the remaining amount of the Settlement Fund, less amounts attributable to an award of attorneys' fees, to be deposited into the Settlement Fund within 30 days after the later of: (1) the Effective Date; or (2) Defendant's receipt of the Payment Instructions for such payment. Amounts attributable to an award of attorneys' fees shall be deposited into the Settlement Fund within 31 days after the later of: (1) the Court's Order on the Application for Application for Attorneys' Fees, Costs, and Service Awards, absent appeal of the Order; or (2) the date on which the time for appeals of the Order has expired.

61. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; (3) any Service Awards awarded to Class Representatives; and (4) any attorneys' fees and costs awarded to Class Counsel.

62. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to

income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

63. In the Motion for Preliminary Approval, Plaintiffs shall propose and request that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

64. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Credit Monitoring. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement

Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to $5,000.00 per Settlement Cass Member upon presentment of reasonable documented losses resulting from fraud and/or identity theft as a result of the Data Incidents. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses resulting from fraud and/or identity theft. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include receipts, bills, invoices, telephone records, and correspondence. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be

rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. **Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A above, Settlement Class Members may elect to receive a Cash Payment under this section which is a *pro rata* cash payment from the Net Settlement Fund in the estimated amount of $200.00.

c. **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include three years of three-bureau credit monitoring that includes benefits such as: (i) real time monitoring of the credit file with three credit bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) $1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

d. **Injunctive Relief**

Prior to Final Approval, Defendant will provide Class Counsel with a statement regarding security measures it implemented following the Data Incidents. The security statement shall not require the disclosure of highly confidential or proprietary network or information security data. The security statement shall be provided to Class Counsel for settlement confirmation purposes only, not for dissemination, publication, or filing except under seal. The Parties and their Counsel agree to keep the contents of the security statement confidential. The costs of any such security measures on the part of Defendant shall be fully borne by it, and under no circumstances will such costs be deducted from the Settlement Fund.

VI. Settlement Approval

65. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Simpluris as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, William B. Federman, and Brittany Resch as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel at least 120 days from the entry of the Preliminary Approval Order.

VII. Settlement Administrator

66. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the New York Constitution.

67. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and overseeing the distribution of Cash Payments and Credit Monitoring.

68. All communications from the Settlement Administrator to Class Counsel regarding notice, the settlement fund, or claims administration shall copy Defendant's Counsel.

69. The Settlement Administrator's duties include the following:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members;

b. Establish and maintain the Settlement Fund and the Escrow Account;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Receive and review Claim Forms and notify Claimants of deficient Claim Forms using the Notice of Deficiency;

h. Process all opt-out requests from the Settlement Class;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. Provide the names of each Settlement Class member who timely and

properly requested to opt-out from the Settlement Class to Class Counsel and Defendant's Counsel no later than 10 days following the Opt-Out Deadline;

k. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

l. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

m. Ensure all Credit Monitoring activation codes are properly and timely sent;

n. Pay Court-approved attorneys' fees and costs, and any Court-approved Service Awards, out of the Settlement Fund;

o. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

p. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

70. Defendant will provide the Settlement Administrator with the Class List no later than 20 days after entry of the Preliminary Approval Order. Six months following the Effective Date, the Settlement Administrator shall return to Defendant or otherwise destroy the Class List.

71. Within 30 days following entry of the Preliminary Approval Order, the Settlement

Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court or materially similar thereto.

72. The Parties may make any non-substantive changes to the Postcard Notice and/or Long Form Notice provided all Parties agree to the non-substantive changes. Any substantive changes to the Postcard Notice or Long Form Notice shall first be reviewed and approved by the Court.

73. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-Out Deadline for Settlement Class members to timely exclude themselves from Settlement Class; (e) the Objection Deadline for Settlement Class Members to timely object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and/or the Settlement Administrator shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

74. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the

Settlement Administrator.

75. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing by U.S. Mail a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

76. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the date of the postmark on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

77. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. whether the objector and/or the objector's counsel will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and requesting documents. If a Settlement Class Member opts-out of the Settlement, and also submits an objection, the Settlement Class Member will be deemed to have opted-out and the objection will not be considered.

78. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to remail the Postcard Notice.

79. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

80. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

81. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

82. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is

reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

83. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

84. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court. Defendant shall have the right to challenge, before the Court, any payments of claims allegedly involving fraud, abuse, duplication, or questionable documentation.

85. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the

Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

86. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

87. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

88. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

89. No person or entity shall have any claim against Defendant, Defendant's Counsel,

Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

90. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date. This includes Cash Payments and Credit Monitoring codes, the latter of which will be sent by email to Settlement Class Members.

91. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their form of payment on their Claim Form. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

92. In the event there are funds remaining in the Settlement Fund 120 days following the date Cash Payments are issued, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

X. Final Approval Order and Final Judgment

93. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the

Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

94. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

95. ***Service Awards*** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class

Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Awards for each Class Representative in an amount not to exceed $2,500.00. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 10 days of Final Approval. The Service Awards to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. No Service Awards shall be paid by the Settlement Administrator that have not been approved by the Court.

96. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and costs awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 31 days after the later of: (1) the Court's Order on the Application for Application for Attorneys' Fees, Costs, and Service Awards, absent appeal of the Order; or (2) the date on which the time for appeals of the Order has expired.

97. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and Service Awards were not negotiated until after all material terms of the Settlement.

98. Under no circumstances shall Defendant be obligated to pay attorneys' fees in excess of one-third of the Settlement Fund.

99. Class Counsel shall allocate attorneys' fees amongst themselves, and Defendant and Defendant's Counsel shall have no liability for such allocation.

XII. Disposition of Residual Funds

100. In the event there are funds remaining in the Settlement Fund 150 days following the date Cash Payments are distributed, the residual shall be distributed to The Legal Aid Society (www.legalaidnyc.org), following approval by the Court. In the event that the Court does not approve The Legal Aid Society as a *cy pres* recipient or The Legal Aid Society is unable to accept payment, the Parties shall mutually agree upon an alternative *cy pres* recipient that does not pursue lobbying or impact litigation, with payment to be made to the *cy pres* recipient following approval by the Court. In the event that the Parties are unable to reach an agreement about an alternative *cy pres* recipient, the Parties shall propose candidates to the Court for the Court's decision and approval.

XIII. Releases

101. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

102. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code

§ 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

103. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incidents, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

104. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

105. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

106. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

107. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

108. In the event the number of persons who timely and validly submit requests to opt-out from the Settlement in accordance with Section VIII herein ("Opt-Outs") exceeds 250, then Defendant may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendant may exercise its right to terminate this Agreement under this subsection by providing written notification to Class Counsel of its election no later than 10 business days after the Settlement Administrator has delivered to the Parties a written list of all persons who have opted out of the Settlement following the Opt-Out Deadline in accordance with Section VII above.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

110. In the event this Agreement is terminated or fails to become effective, all funds in

the Settlement Fund shall be promptly returned to defendants as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

111. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

112. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

113. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and

to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

114. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

115. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

116. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

117. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a

full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

118. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. Any public statements by Class Counsel shall be limited to neutral, factual disclosures drawn from the Settlement Agreement and shall not disparage Defendant or suggest that the Settlement is evidence of any wrongdoing by Defendant. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

119. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

120. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

121. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good

faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

122. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

123. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

124. ***No Conflict Intended***. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

125. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of New York, without regard to the principles thereof regarding choice of law.

126. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

127. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

128. ***Notices***. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
wbf@federmanlaw.com

Brittany Resch
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
bresch@straussborrelli.com

If to Defendant or Defendant's Counsel:

Frances Phillips Taft
Legends Hospitality, LLC

61 Broadway, Suite 2400
New York, NY 10006
fphillipstaft@legends.net

Gregory T. Parks
Morgan, Lewis & Bockius LLP
2222 Market Street
Philadelphia, PA 19103
gregory.parks@morganlewis.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

129. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

130. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

131. ***Authority***. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

132. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

133. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and

law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

134. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

PLAINTIFFS

____
JULIANNE COOK

____
DOMONIQUE BARLOW

____
KATHERINE HELDRETH

CLASS COUNSEL

____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

____
WILLIAM B. FEDERMAN
FEDERMAN & SHERWOOD

Brittany Resch
____
BRITTANY RESCH
STRAUSS BORRELLI PLLC

DEFENDANT

LEGENDS HOSPITALITY, LLC
By: ______________________________
Its _______________________________

DEFENDANT'S COUNSEL

____
GREGORY T. PARKS
MORGAN, LEWIS & BOCKIUS LLP

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PLAINTIFFS

JULIANNE COOK

Domonique Barlow (Feb 12, 2026 11:27:19 MST)

DOMONIQUE BARLOW

KATHERINE HELDRETH

CLASS COUNSEL

Jeffrey Ostrow
Jeffrey Ostrow (Feb 12, 2026 13:02:06 EST)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

WILLIAM B. FEDERMAN
FEDERMAN & SHERWOOD

BRITTANY RESCH
STRAUSS BORRELLI PLLC

DEFENDANT

LEGENDS HOSPITALITY, LLC
By: Signed by: Brandon Nelson
1038DC62CCE74A0...
Its Chief Legal Officer, Brandon Nelson

DEFENDANT'S COUNSEL

Signed by: Gregory T. Parks
F864F7C3486B499...

GREGORY T. PARKS
MORGAN, LEWIS & BOCKIUS LLP

Docusign Envelope ID: E6873157-4B8C-45C7-9DA0-15808A6D6AB1

PLAINTIFFS

_____
JULIANNE COOK

_____
DOMONIQUE BARLOW

Signed by:
Katherine Heldreth
B8F1FD1F680D4F9...
KATHERINE HELDRETH

CLASS COUNSEL

_____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

_____
WILLIAM B. FEDERMAN
FEDERMAN & SHERWOOD

_____
BRITTANY RESCH
STRAUSS BORRELLI PLLC

DEFENDANT

LEGENDS HOSPITALITY, LLC
By: _____
Its _____

DEFENDANT'S COUNSEL

_____
GREGORY T. PARKS
MORGAN, LEWIS & BOCKIUS LLP

— EXHIBIT 1 —

Legends Hospitality Data Incidents Settlement
c/o Settlement Administrator
P.O. Box ____
Santa Ana, CA 92799-9958

Julianne Cook, et al. v. Legends Hospitality, LLC
Index No. 106468/2025

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE LEGENDS HOSPITALITY, LLC DATA INCIDENTS, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.[SETTLEMENTWEBSITE].COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.

QR code

First-Class Mail
US Postage Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with Legends Hospitality, LLC ("Legends Hospitality") in a class action lawsuit ("Settlement"). The case is about the November 2024, December 2024, and January 2025 cyberattacks on Legends Hospitality's computer systems ("Data Incidents"). Files containing Private Information were accessed. Legends Hospitality denies it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim three years of **Credit Monitoring** and **one** of two **Cash Payment** options.

Cash Payment A – Documented Losses: If you have documented losses you can get back up to **$5,000.00** for out-of-pocket expenses.

Cash Payment B – Alternate Cash: *instead of Cash Payment A*, you can get a one-time payment in the estimated amount of **$200.00** (which could go up or down depending on the total number of Valid Claims). Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

If you are claiming out-of-pocket expenses or losses for identity theft/fraud, file all your claims online or request a full paper Claim Form by calling **1-XXX-XXX-XXXX**. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid.. **Claims must be submitted online or postmarked by [Claim Form Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Legends Hospitality for the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Long Form Notice and Settlement Agreement, available online, explain how to opt-out or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to one-third, and $2,500.00 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Legends Hospitality Data Incidents Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

Legends Hospitality Data Incidents Settlement

《First1》 《Last1》
《Addr1》 《Addr2》
《City》, 《St》 《Zip》

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claim Form Deadline]**.*

Only one Claim Form per Class Member.

Login ID: 《LoginID》
PIN: 《PIN》

INSTRUCTIONS: Use this card to submit your claim for three years of **Credit Monitoring** and/or the estimated $200.00 **Cash Payment B – Alternate Cash**.

To claim cash payments for out-of-pocket expenses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

☐ Check this box to enroll in three years of **Credit Monitoring** from CyEx Financial Shield Total.

☐ Check this box to claim a one-time estimated $200.00 as **Cash Payment B – Alternate Cash**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address **LEGIBLY** on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Julianne Cook, et al. v. Legends Hospitality, LLC
Index No. 106468/2025
Superior Court for New York County, New York

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2024, DECEMBER 2024, OR JANUARY 2025 LEGENDS HOSPITALITY, LLC DATA INCIDENTS, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Legends Hospitality, LLC ("Legends Hospitality" or "Defendant") in a class action lawsuit. This case is about targeted cyberattacks on Legends Hospitality's computer systems that occurred in November 2024, December 2024, and January 2025 ("Data Incidents"). Certain files that contained Private Information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver's license numbers; government ID numbers; financial information; medical information; and health insurance information.
- The lawsuit is called *Julianne Cook, et al. v. Legends Hospitality, LLC*, Index No. 106468/2025. It is pending in the Superior Court for New York County, New York ("Litigation").
- Legends Hospitality denies it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit ("Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Legends Hospitality's records indicate that you are a Settlement Class Member entitled to benefits under the Settlement. You may have received a previous notice directly from Legends Hospitality.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator at the address on the Claim Form.	**_____, 2025**
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2025**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member Benefits.	**_____, 2025**
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The Superior Court for New York County, New York, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Julianne Cook, et al. v. Legends Hospitality, LLC*, Index No. 106468/2025. It is pending in the Superior Court for New York County, New York. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Legends Hospitality, LLC, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the November 2024, December 2024, and January 2025 targeted cyberattacks on Legends Hospitality's computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver's license numbers; government ID numbers; financial information; medical information; and health insurance information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt-out from the Settlement. In this proposed Settlement, the Class Representatives are Julianne Cooke; Domonique Barlow; and Katherine Heldreth. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: "All living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opt-out of the Settlement Class.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Legends Hospitality Data Incidents Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

Legends Hospitality will establish a Settlement Fund of $812,900.00. The Settlement Fund will first be used to pay Court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits below.

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in three years of CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions

- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members who have documented losses may claim payment from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members can claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incidents, you can get back up to **$5,000.00**. The losses must have occurred between November 9, 2024, and [Claim Form Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incidents.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time cash payment. This payment is estimated to be **$200.00**, but may be smaller or larger depending on the number of Valid Claims filed.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Legends Hospitality Data Incidents Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Settlement Class?

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Legends Hospitality about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Legends Hospitality Data Incidents Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claim Form Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claim Form Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; William B. Federman of Federman & Sherwood; and Brittany Resch of Strauss Borrelli PLLC, to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to one-third of the Settlement Fund as reasonable attorneys' fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Opting-Out from the Settlement

15. How do I opt-out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an opt-out request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you opt-out. However, you will keep any rights you may have to sue Legends Hospitality on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your opt-out request must have the following information:

(1) the name of the Litigation: *Julianne Cook, et al. v. Legends Hospitality, LLC*, Index No. 106468/2025, pending in the Superior Court for New York County, New York;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "opt-out request" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your request for exclusion to the Settlement Administrator at:

Legends Hospitality Data Incidents Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Julianne Cook, et al. v. Legends Hospitality, LLC*, Index No. 106468/2025, pending in the Superior Court for New York County, New York;

(2) your full name, mailing address, telephone number, and email address (if any);

(3) all grounds for your objection, accompanied by any legal support for the objection;

(4) the number of times you have objected to a class action settlement within the last five years, the caption of each case in which you have made such objection, and a copy of any orders related to your prior objections that were issued by the trial or appellate courts in each listed case;

(5) the identity of all counsel who represent you in cases in which you objected to a class action settlement, including any former or current counsel who may be entitled to compensation for any reason related to your objection;

(6) the number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the last five years, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

(7) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);

(8) a statement confirming whether you and/or your counsel intend to personally appear and/or testify at the Final Approval Hearing; and

(9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	**Settlement Administrator**
Clerk of the Court [Court Address]	Legends Hospitality Data Incidents Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	**Counsel for Defendants**
Jeff Ostrow **Kopelowitz Ostrow P.A.** 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 William B. Federman **Federman & Sherwood** 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120 Brittany Resch **Strauss Borrelli PLLC** 980 N. Michigan Ave., Ste. 1610	Gregory T. Parks **Morgan, Lewis & Bockius LLP** 2222 Market St. Philadelphia, PA 19103

Chicago, IL 60611	

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Superior Court for New York County, New York, at [Court Address].

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to each of the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Legends Hospitality Data Incidents Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT 3 —

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

Julianne Cook, et al. v. Legends Hospitality, LLC
Index No. 106468/2025
Superior Court for New York County, New York

DATA INCIDENTS SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: "All living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant."

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opt-out of the Settlement Class.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Legends Hospitality will establish a Settlement Fund of $812,900.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits below.

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in three years of CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members who have documented losses may claim payment from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members can claim a one-time payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

Julianne Cook, et al. v. Legends Hospitality, LLC
Index No. 106468/2025
Superior Court for New York County, New York

DATA INCIDENTS SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incidents, you can get back up to **$5,000.00**. The losses must have occurred between November 9, 2024, and [Claim Form Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incidents.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time *pro rata* cash payment. This payment is estimated to be **$200.00**, but may be smaller or larger depending on the number of Valid Claims filed.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Legends Hospitality Data Incidents Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online or by mail no later than [Claim Form Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

Julianne Cook, et al. v. Legends Hospitality, LLC
Index No. 106468/2025
Superior Court for New York County, New York

DATA INCIDENTS SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claim Form Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in three years of Credit Monitoring from CyEx Financial Shield Total

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $5,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	*Amount*
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. CASH PAYMENT B – ALTERNATE CASH

☐ Check this box if you want to claim a one-time cash payment in the estimated amount of $200.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III**.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1:_____

☐ **Venmo**
Mobile number, if different than you provided in Section 1:_____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1:_____

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1:_____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

— EXHIBIT 4 —

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JULIANNE COOK, DOMONIQUE BARLOW, and KATHERINE HELDRETH, individually and on behalf of all others similarly situated, Plaintiffs, v. LEGENDS HOSPITALITY, LLC, Defendant.	Index No.: 1600468/2025

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action[1] is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant, have entered into the Settlement Agreement, which is subject to review and approval by the Court under C.P.L.R. §§ 901 and 902 and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint Jeff Ostrow of Kopelowitz Ostrow P.A., William B. Federman of Federman & Sherwood, and Brittany Resch of Strauss Borrelli PLLC as Class Counsel; (4) preliminarily approve the Settlement; (5) appoint Simpluris, Inc. as the Settlement Administrator; (6) approve the Notice Program and direct that Notice be sent to the Settlement Class; (7) approve

[1] The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

the Claim Process; (8) approve the Settlement's opt-out and objection procedures; (8) stay all deadlines in the Action pending Final Approval of the Settlement; (9) enjoin and bar all Settlement Class Members from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to C.P.L.R. §§ 901 and 902, and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

> All living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opt-out of the Settlement Class.

2. **Settlement Fund:** The Settlement provides a cash Settlement Fund that Defendant is obligated to pay fund under the Settlement. The Settlement Fund will be used to pay for: (a) Cash Payments and Credit Monitoring for Settlement Class Members who make Valid Claims; (b) all Settlement Administration Costs; and (c) any Court-approved attorneys' fees and costs to Class

Counsel, and any Court-approved Service Awards to the Class Representatives.

3. The Settlement is preliminarily approved and likely to be approved at the Final Approval Hearing pursuant to C.P.L.R. § 908 as fair, reasonable, and adequate.

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under C.P.L.R. §§ 901 and 902 have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. In particular, pursuant to C.P.L.R. § 901, the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact that predominate over any questions affecting only individual members of the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties' not being aware of any litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs.

6. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes and for purposes of settlement only, that Plaintiffs are adequate class

representatives and appoint Plaintiffs as Class Representatives for the Settlement Class.

7. The Court finds that proposed Class Counsel have expended a reasonable amount of time, effort, and expense investigating the Data Incidents. It is clear from their track record of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, the Court appoints Jeff Ostrow, William B. Federman, and Brittany Resch as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

8. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

9. **Settlement Administrator:** Class Counsel are authorized to use Simpluris, Inc. as the Settlement Administrator to supervise and administer the Notice Program and Claims Process, as well as to administer the Settlement should the Court grant Final Approval.

10. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially in the forms attached as exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of C.P.L.R.

§ 904, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively, before they are emailed, mailed, or published.

11. **Claim Form and Claims Process**: The Court approves the Claim Form as set forth in the Settlement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits, Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they though do not submit Claims.

12. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Defendant's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

13. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the initial date set for the Final Approval Hearing and otherwise fully comply with the requirements of the Settlement Agreement and Long Form Notice.

14. Any Settlement Class member who timely and validly opts-out from the Settlement

Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

15. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator, Plaintiffs' Counsel and Defendant's Counsel. Objections must be submitted on behalf of a Settlement Class Member no later than 30 days before the original date set for the Final Approval Hearing and otherwise fully comply with the requirements set forth in the Settlement Agreement and Long Form Notice. Failure to strictly comply with the requirements will result in the objection being improper and overruled by the Court. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector consistent with the rules of civil procedure, including taking depositions and propounding written discovery requests.

16. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of $2,500.00 for each Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

17. Class Counsel shall file their Motion for Final Approval and Application for

Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement, Long Form Notice, and in this order.

18. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

19. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

20. Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

21. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure

the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

22. **Final Approval Hearing:** The Court will hold a Final Approval Hearing**.** The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

23. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Notice Program Begins	Within 20 days of Preliminary Approval
Notice Program Complete	45 days before initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing
Objection Deadline	30 days before initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before initial scheduled Final Approval Hearing

Final Approval Hearing	**_____, 2026, at ____pm/am** (no less than 110 days from the date of this Order)

SO ORDERED this _____ day of _____, ____.

_____
HON. _____
JUSTICE OF THE SUPREME COURT

— EXHIBIT 5 —

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JULIANNE COOK, DOMONIQUE BARLOW, and KATHERINE HELDRETH, individually and on behalf of all others similarly situated, Plaintiffs, v. LEGENDS HOSPITALITY, LLC, Defendant.	Index No.: 1600468/2025

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

WHEREAS, Plaintiffs[1] submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. [NYSCEF No. ___];

WHEREAS, on _____, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) appointed the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date [NYSCEF No. __];

WHEREAS, thereafter, Notice was provided to Settlement Class Members in accordance

[1] The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Final Approval as *Exhibit A*.

with the Court's Preliminary Approval Order;

WHEREAS, on _____, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject-matter jurisdiction and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, C.P.L.R. § 901, and all other applicable law and rules

3. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the *Grinnell* factors and the C.P.L.R. Article 9 factors, highlighted by evidence that: (A) Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's-length among competent, experienced counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

4. In finding the Settlement fair, reasonable, and adequate, the Court has also

considered the opinion of competent counsel, as well as the indication of a positive reaction from the Settlement Class given the total number of Claims made, the lack of any objections, and the small number of opt-outs submitted.

5. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit 1***. Those individuals will not be bound by the Agreement, this Final Approval Order, or the Final Judgment.

6. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

8. Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of the Settlement Class in connection with the Settlement.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

11. The appointment of Plaintiffs as Class Representatives is affirmed.

12. The appointment of Jeff Ostrow, William B. Federman, and Brittany Resch as Class Counsel is affirmed.

13. The appointment of Simpluris, Inc. as the Settlement Administrator is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of C.P.L.R. Article 9 for only the purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of Class Representatives are typical of the claims of Settlement Class Members; (4) Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

15. Therefore, the Court finally certifies the following Settlement Class:

> All living individuals residing in the United States who had information potentially impacted in the Data Incidents and/or were notified of the Data Incidents by Defendant.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who timely and properly opted-out of the Settlement Class.

16. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall

have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

18. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 120 days following the date Settlement Class members are sent an email to select their form of payment, any remaining funds shall be distributed to _____.

19. Class Counsel is awarded $_____ for attorneys' fees and $_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason under the factors applied under New York law.

20. Class Representatives shall be awarded Service Awards in the amount of $_____ each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

21. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

22. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this _____ day of _____, 2026.

_____
HON. _____
JUSTICE OF THE SUPREME COURT

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

1.
2.

2026-02-11 - Legends - Settlement Agreement with Exs

Final Audit Report 2026-02-12

Created:	2026-02-12
By:	Todd Becker (becker@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzP-AuQE1qEy3CSt9iWB-_b2xEWJTUN4X

"2026-02-11 - Legends - Settlement Agreement with Exs" History

Document created by Todd Becker (becker@kolawyers.com)
2026-02-12 - 6:00:28 PM GMT- IP address: 146.168.124.226

Document emailed to Jeffrey Ostrow (ostrow@kolawyers.com) for signature
2026-02-12 - 6:01:17 PM GMT

Document emailed to barlow_domonique@yahoo.com for signature
2026-02-12 - 6:01:18 PM GMT

Email viewed by Jeffrey Ostrow (ostrow@kolawyers.com)
2026-02-12 - 6:01:40 PM GMT- IP address: 104.47.55.126

Document e-signed by Jeffrey Ostrow (ostrow@kolawyers.com)
Signature Date: 2026-02-12 - 6:02:06 PM GMT - Time Source: server- IP address: 107.115.227.52

Email viewed by barlow_domonique@yahoo.com
2026-02-12 - 6:23:24 PM GMT- IP address: 75.104.93.244

Signer barlow_domonique@yahoo.com entered name at signing as Domonique Barlow
2026-02-12 - 6:27:17 PM GMT- IP address: 75.104.93.244

Document e-signed by Domonique Barlow (barlow_domonique@yahoo.com)
Signature Date: 2026-02-12 - 6:27:19 PM GMT - Time Source: server- IP address: 75.104.93.244

Agreement completed.
2026-02-12 - 6:27:19 PM GMT

Adobe Acrobat Sign

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $812,900 Legends Hospitality Settlement Ends Class Action Lawsuit Over Data Breaches