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WILLIAM C. TIT
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NATHAN R. RING, ESQ.
Nevada Bar No. 12078
STRANCH, JENNINGS & GARVEY, PLLC
3100 W. Charleson Blvd., Suite 208
Las Vegas, Nevada 89102
nring@stranchlaw.com

Ken Grunfeld (pro hac vice)
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
One West Law Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Tel: (954) 332-4200
grunfeld@kolawyers.com
Counsel for Plaintiff and Putative Class

**FIRST JUDICIAL DISTRICT COURT
IN AND FOR CARSON CITY, STATE OF NEVADA**

BERT TIPTON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CASINO FANDANGO LLC.,

Defendant.

Case No. ^{240C00186-1B} 240C0018-1B

Dept. I

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL**

Before the Court is Plaintiff's motion for preliminary approval of the proposed classwide

Settlement. Having considered Plaintiff's motion and being otherwise sufficiently informed, the Court grants the motion.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Settlement Agreement, which is attached to Plaintiffs' Unopposed Motion for Preliminary Approval ("Motion for Preliminary Approval") is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiff Bert Tipton, individually and on behalf of all others similarly situated ("Plaintiff"), and (c) Defendant Casino Fandango, LLC ("Defendant") and, together with Plaintiffs, the "Parties".

3. This Order is based on Nevada Rule of Civil Procedure 23 ("Rule 23").

4. The Court finds that the Parties' Settlement is fair, reasonable, and adequate, and that it falls within range of possible final approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23.

PROCEDURAL HISTORY

5. On or about June 8, 2024, Plaintiff's and Class Members' PII in Defendant's possession was obtained by an unauthorized third party in a targeted cyberattack (the "Data Incident").

6. On or about September 23, 2024, Defendant began sending letters to Plaintiff and members

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3 of the proposed Class notifying them that their PII may have been impacted in the Data Incident.

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5 7. Plaintiff then filed this action on October 30, 2024, seeking legal redress for the alleged
6 harms caused by the Data Incident. Plaintiff asserted claims for negligence, breach of an implied
7 contract, invasion of privacy, unjust enrichment, as well as declaratory and injunctive relief.
8 Defendant denies these allegations and the claims asserted in their entirety.

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10 8. After an exchange of pertinent information, the Parties engaged in extensive arms-length
11 negotiations before reaching an agreement in principle.

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13 **SETTLEMENT BENEFITS**

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15 9. The Settlement negotiated on behalf of the Class provides for monetary relief to be paid by
16 Defendant to eligible claimants of a Settlement Class: All persons in the United States whose
17 Private Information was compromised as a result of the Data Incident and who were sent notice
18 of the Data Incident.

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20 10. Defendant shall offer to Settlement Class Members the following Settlement Benefits on a
21 claims-made basis:

22 a. Reimbursement of Ordinary Out-of-Pocket Losses:

23 Settlement Class Members can submit a claim form for reimbursement of documented out-of-
24 pocket expenses and losses that are fairly traceable to the Data Breach up to \$2,000 per

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3 individual. These losses and expenses will include, without limitation and by way of example,
4 unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees,
5 accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing
6 credit with any credit reporting agency; credit monitoring costs that were incurred on or after
7 mailing of the notice of the cybersecurity incident, through the date of claim submission; and
8 miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance
9 telephone charges. Settlement Class Members with Out-of-Pocket Losses must submit
10 documentation supporting their claims. This may include receipts or other documentation not
11 "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents
12 such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may
13 be considered to add clarity to or support other submitted documentation.
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16 b. Identity Theft Protection: Defendant will also pay for additional credit monitoring services.
17 Class Members are also eligible to enroll in an additional one year of credit monitoring and
18 identity theft protection services with \$1,000,000 in identity theft insurance.

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20 11. Business Practice Changes: Defendant has moreover provided assurances that it has
21 undertaken reasonable steps to further security its information systems from future data security
22 incidents. Defendant has provided Class Counsel with informal discovery regarding the technical
23 details of the Data Incident and Defendant's security enhancements.
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3 CLASS CERTIFICATION
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5 12. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies
6 the class, defined as follows:

7 All persons in the United States whose Private Information was compromised as a
8 result of the Data Incident and who were sent notice of the Data Incident.

9 13. The Settlement Class specifically excludes all persons who are governing board members
10 of the Defendant and the Court, the Court's immediate family, and Court staff.

11 14. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class
12 is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are
13 questions of law and fact common to the Settlement Class; (c) the Plaintiff's claims are typical
14 of the claims of the Settlement Class; (d) the Plaintiff will fairly and adequately protect the
15 interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class
16 Members predominate over any questions affecting only individual members; and (f) that a class
17 action is superior to other available methods for fairly and efficiently adjudicating the
18 controversy.
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21 SETTLEMENT CLASS REPRESENTATIVES, CLASS COUNSEL, AND CLAIMS
22 ADMINISTRATOR

23 15. Bert Tipton is an adequate Class Representative.

24 16. The Court appoints and Ken Grunfeld of Kopelwitz Ostrow Ferguson Weiselberg Gilbert,
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3 P.A. and Nathan R. Ring of Stranch, Jennings & Garvey PLLC as Class Counsel.

4 NOTICE TO SETTLEMENT CLASS

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6 17. Notice to the Settlement Class and the Costs of Settlement Administration in accordance
7 with the Preliminary Approval Order shall be paid by Defendant. Any attorneys' fees, costs, and
8 expenses of Plaintiff's Counsel, and Service Award to the Class Representative, as approved by
9 the Court, shall also be paid by Defendant.

10 18. The notice plan set forth in the Settlement Agreement satisfies Rule 23, provides the best
11 notice practicable under the circumstances and adequately notifies Settlement Class Members of
12 their rights, and is hereby approved.

13
14 19. The Claim Form, Postcard Notices, and Long Notice, attached as Exhibits 1 through 3,
15 respectively, to the Settlement Agreement, are constitutionally adequate and are hereby
16 approved. The notice contains all essential elements required to satisfy state statutory
17 requirements and due process under Nevada Rule of Civil Procedure 23, the United States
18 Constitution, the Nevada Constitution and other applicable laws.

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20 20. The Court further finds that the form, content, and method of providing the Settlement
21 Class Notice, as described in the Settlement Agreement, including the exhibits thereto: (a)
22 constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to
23 apprise Settlement Class Members of the pendency of the action, the terms of the Settlement,
24 their rights under the Settlement, including, but not limited to, their rights to object to or exclude

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3 themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and
4 sufficient notice to all Settlement Class Members.
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6 21. The Settlement Administrator is directed to carry out notice and the notice plan, as set forth
7 in the Settlement Agreement.

8 22. Within fifteen (15) days of the entry of this order, Defendant shall provide the Settlement
9 Administrator with a list of all Class Members, as further detailed in the Settlement Agreement.

10 23. Within thirty (30) days of the entry of this order, the Settlement Administrator shall provide
11 Class Members with notice of this Settlement in the method provided for in the Settlement
12 Agreement and using claim and notice forms substantially similar to those in Exhibits 1 to 3 of
13 the Settlement Agreement.
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15 24. Settlement Class Members must have at least ninety (90) days from when notice is sent to
16 submit a claim.

17 CLAIMS, OPT-OUTS, AND OBJECTIONS
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19 25. The timing of the claims process is structured to ensure that all Settlement Class members
20 have adequate time to review the terms of the Settlement Agreement, make a claim, or decide
21 whether they would like to object.

22 26. Settlement Class Members who seek to be excluded from the Settlement Class shall follow
23 the procedures outlined in the Settlement Agreement. Specifically, the opt-out request must be
24 personally signed by the Settlement Class member and contain the name, address, telephone
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number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

27. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. To be valid, the Class Member must opt out no later than thirty (30) days before the final approval hearing.

28. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Objections must be in writing and mailed to the Clerk of the Court, 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 last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. 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.

29. Any Settlement Class Member who does not make their objections in the manner and by

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3 the date set forth in the last paragraph shall be deemed to have waived any objections and shall
4 be forever barred from raising such objections in this or any other action or proceeding, absent
5 further order of the Court.
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7 30. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order
8 Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final
9 Approval Order and Judgment shall be pursuant to appeal under applicable Court rules and not
10 through a collateral attack.
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12 ADMINISTRATION OF SETTLEMENT

13 31. The Class Representatives, Settlement Class Counsel, and Defendant have created a
14 process for assessing the validity of claims and a payment methodology to Settlement Class
15 Members who submit timely, valid claim forms. The Court hereby preliminarily approves the
16 settlement benefits to the Settlement Class and the plan for distributing the settlement benefits
17 as described in the Settlement Agreement.
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19 32. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

20 33. The Court directs that the Settlement Administrator effectuate notice and then the
21 distribution of settlement benefits according to the terms of the Settlement Agreement, should
22 the Settlement be finally approved.

23 34. Settlement Class Members who qualify for settlement benefits and who wish to submit a
24 claim form shall do so in accordance with the requirements and procedures specified in the

notice.

35. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the notice, and who do not timely and validly exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained therein and the Final Approval Order and Judgment.

FINAL APPROVAL HEARING

36. A Final Approval Hearing shall be held on November 20 ^{at 1:30pm} 2025 at the Carson City District Court, 885 East Musser Street, Carson City, Nevada, 89701. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

37. At the Final Approval Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant to Rule 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; and (6) the Class Representatives' requests for Service Awards should be approved.

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3 38. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class
4 Representatives' requests for Service Awards at least forty-five (45) days before the final
5 approval hearing.
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7 39. Class Counsel shall file a motion for Final Approval and Judgment of the Settlement at
8 least forty-five (45) days before the final approval hearing.

9 40. This Order shall become null and void and shall be without prejudice to the rights of the
10 Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally
11 approved by the Court or is terminated in accordance with the Settlement Agreement.
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13 41. In the event the Settlement is terminated, the Parties to the Settlement Agreement,
14 including Settlement Class Members, shall be deemed to have reverted to their respective status
15 in the Action immediately prior to the execution of the Settlement Agreement, and, except as
16 otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all
17 respects as if the Settlement Agreement and any related orders had not been entered. In addition,
18 the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to
19 the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or
20 cited by any person or entity in support of claims or defenses.
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22 42. In the event the Settlement Agreement is not approved by any court, or is terminated for
23 any reason, or if the Settlement set forth in the Settlement Agreement is declared null and void,
24 or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiff, and
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Class Counsel shall not in any way be responsible or liable for any expenses, including costs of notice and administration associated with the Settlement or the Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs.

43. In the event the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, the Court's orders, including this Order, shall not be used or referred to for any purpose whatsoever (except as necessary to explain the timing of the procedural history of the Action).

44. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against party of any fault, wrongdoing, breach, liability, or the certifiability of any class.

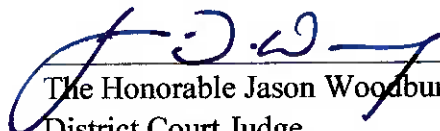
45. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Notice Commencement Date	No later than 30 days after entry of the Preliminary Approval Order
Notice Completion Date	No later than 30 days after Notice Commencement
Deadline for Class Members to Opt-Out of Settlement	No later than 30 days before the Final Approval Hearing
Deadline for Class Members to Object to Settlement	No later than 30 days before the Final Approval Hearing

Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the date on which the notice program commences, or the day on which notice is actually sent
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Expenses and Service Awards for Class Representatives	No later than 45 days before the Final Approval Hearing
Deadline for Plaintiffs to File Motion for Final Approval and Judgment	No later than 45 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after the entry of the Preliminary Approval Order

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: June 25, 2025


The Honorable Jason Woodbury
District Court Judge

Respectfully submitted by:


NATHAN R. RING, ESQ.
Nevada Bar No. 12078
STRANCH, JENNINGS & GARVEY, PLLC
3100 W. Charleson Blvd., Suite 208
Las Vegas, Nevada 89102
nring@stranchlaw.com
Counsel for Plaintiff and Putative Class