

**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. 240C0018-1B

Dept. I

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”),¹ effective on the date of the last signature below, is entered into between Plaintiff, on behalf of himself and the Settlement Class, on the one hand, and Defendant, on the other hand. 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. Background

1. Defendant is a hotel casino resort offering a variety of slot machines, table games, sports book, restaurants, and bars.

2. Defendant collects from its employees' sensitive personal information – including name, and Social Security number (“PII”) – as a condition of their employment in order to comply with state and federal laws.

3. On or about June 8, 2024, Plaintiff’s and Class Members’ PII in Defendant’s possession was obtained by an unauthorized party, which resulted in certain files being accessed and/or acquired by an unauthorized actor.

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

4. On or about September 23, 2024, Defendant began notifying by letter the individuals who may have had their PII impacted in the Data Incident.

5. On October 30, 2024, Plaintiff filed the instant action alleging: Negligence (Count 1); Breach of Implied Contract (Count 2); Invasion of Privacy (Count 3); Unjust Enrichment (Count 4), and; Declaratory Judgment/Injunctive Relief (Count 5). The Complaint was served on November 6, 2024.

6. Following service, the Parties conferred and began to discuss the early resolution of the case. The Parties then entered into a Stipulation to extend the time for Defendant to respond up to and including December 30, 2024.

7. On December 6, 2024, Defendant filed a Notice of Removal to the United States District Court, District of Nevada and the case was assigned Case No. 3:24-cv-561-ART-CLB.

8. On January 6, 2025, Defendant filed an Answer with Affirmative Defenses in the District of Nevada court.

9. At or around the same time, the Parties were discussing early resolution and contemplated mediation in this matter. The Parties met and conferred and exchanged informal discovery information. Through the provision of informal discovery, Plaintiff was able to evaluate the merits of the Defendant's position.

10. After significant offers and demands were exchanged, the Parties agreed upon the material terms of a settlement.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and

expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. The Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and 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. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. The Plaintiff does 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 Plaintiff, Defendant, and all Settlement Class Members.

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

II. Definitions

13. “Action” means the lawsuit entitled: *Bert Tipton et al. v Casino Fandango L.L.C.*, Case No. 240C0018-1B, pending in the First Judicial District Court in and for Carson City, Nevada.

14. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application made with the Motion for Final Approval seeking attorneys’ fees and costs for Class Counsel and Service Awards for Class Representatives.

15. “Claim” means the submission of a Claim Form by a Claimant.

16. “Claim Form” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

17. “Claim Deadline” shall be 90 days after the earliest day on which the Notice is first distributed 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 Cash Payment.

18. “Claimant” means a Settlement Class member who submits a Claim Form.

19. “Class Counsel” means Kenneth Grunfeld of Kopelowitz Ostrow P.A and Nathan Ring of Stranch, Jennings & Garvey, PLLC.

20. “Class List” means the list of all individuals in the Settlement Class that Defendant shall prepare from its records and provide to the Settlement Administrator for purposes of sending Notice to the Settlement Class.

21. “Class Representative” means Plaintiff Bert Tipton.

22. “Complaint” means the Complaint filed in the Action on October 30, 2024 in the First Judicial District Court in Carson City, Nevada.

23. “Court” means the First Judicial District Court in Carson City, Nevada, and the Judge(s) assigned to the Action.

24. “Credit Monitoring” means one year of three bureau credit monitoring that Settlement Class Members may elect under Section IV herein.

25. “Data Incident” means the incident in which an unauthorized third party gained access to Settlement Class Members’ Private Information on June 8, 2024.

26. “Defendant” means Casino Fandango L.L.C.

27. “Defendant’s Counsel” means Tammy Webb and Jenn Hatcher of Shook, Hardy & Bacon L.L.P and John Osmond and Brooks Westergard of Dickinson Wright PLLC.

28. “Effective Date” means 30 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then “Effective Date” means 30 days after the date when each and all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Notice has been send and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above;

e. The Final Approval Order has become final; and

f. The time for any appeal of the Final Approval Order has expired.

29. “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.

30. “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.

31. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel, and the Service Award of the Class Representative.

32. “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 on request made to the Settlement Administrator.

33. “Motion for Final Approval” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

34. “Motion for Preliminary Approval” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

35. “Notice” means the Postcard Notice and Long Form Notice that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

36. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and Settlement Class telephone line.

37. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

38. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

39. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

40. “Party” means the Plaintiff and the Defendant, and “Parties” means Plaintiff and Defendant, collectively.

41. “Plaintiff” means Bert Tipton.

42. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

43. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

44. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

45. “Private Information” means Settlement Class members’ information that may have been accessed or acquired in the Data Incident, which includes names, Social Security numbers, and other sensitive information.

46. “Releases” means the releases and waiver set forth in Section XII of this Agreement.

47. “Released Claims” means the claims described in Section XII of this Agreement.

48. “Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders,

heirs, agents, insurers, reinsurers, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

49. "Releasing Parties" means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

50. "Settlement Administrator" means Atticus Administration, LLC or "Atticus."

51. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and settlement administration. All Settlement Administration Costs shall be paid by the Defendant directly to the Settlement Administrator.

52. “Service Award” shall mean the payment the Court may award the Plaintiff for serving as Class Representative.

53. “Settlement Class” means all persons in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident. Excluded from the Settlement Class are all persons who are governing board members of the Defendant and the Court, the Court’s immediate family, and Court staff.

54. “Settlement Class Member” means any member of the Settlement Class who has not opted-out of the Settlement.

55. “Settlement Class member” means a member of the Settlement Class.

56. “Settlement Class Member Benefit” means the Unreimbursed Loss Payment and Credit Monitoring that Settlement Class Members may elect to receive in the Settlement.

57. “Settlement Website” means the website the Settlement Administrator will establish as a means for the 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 six months after Final Approval.

58. “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. Certification of the Settlement Class

59. Plaintiff shall propose and recommend to the Court 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 Action shall proceed as a settlement 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.

IV. Settlement Consideration

60. Settlement Class members may elect to receive Cash Payments for Unreimbursed Losses and Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim for either a Cash Payment, Credit Monitoring, or both, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment – Unreimbursed Losses

Settlement Class Members may submit a claim for a Cash Payment of up to \$2,000.00 per Settlement Class Member upon the presentment of documented losses related to the Data Incident. To receive an unreimbursed loss payment, a Settlement Class Member must elect Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement

Class Members will be required to submit reasonable documentation supporting the losses. 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. Examples include: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the cybersecurity incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. 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 will not receive a Cash Payment.

b. Credit Monitoring

In addition to electing the Cash Payment, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

61. **Business Practice Changes** – Plaintiff has received assurances that Defendant has undertaken reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and

Defendant's responses thereto, and the changes and improvements that have been made to protect class members' Private Information.

62. **Payment of Settlement Class Member Benefits** – Upon the Effective Date, Defendant shall pay or cause to be paid to the Settlement Administrator by wire transfer the full amount of money necessary to pay for the Settlement Administrator to pay all Valid Claims for Cash Payments and Credit Monitoring.

V. Settlement Approval

63. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

64. The 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 Settlement Administrator and 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 individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

65. The Parties agree that, subject to Court approval, Atticus shall be the Settlement Administrator. The Parties shall jointly 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 United States Constitution.

66. 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, and distributing the Cash Payments and Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

67. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class member inquiries;

- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices 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;
- h. Preparing in advance of the Final Approval Hearing 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, providing the names of each individual in the Settlement Class 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;
- i. Receiving from Defendant the cash necessary to pay all Valid Claims;
- j. Distributing Cash Payments by electronic means, by paper check, or otherwise;
- k. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service; and
- l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

68. The Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

VII. Notice to the Settlement Class

69. The Defendant will coordinate to make available to the Settlement Administrator the Class List no later than 15 days after entry of the Preliminary Approval Order. The Class List shall include the Settlement Class's names, postal address, email addresses and telephone numbers, to the extent that such information was contained in the original list used to provide notice about the security breach.

70. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses to the extent known. The Long Form Notice shall also be made available on the Settlement Website.

71. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice 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.

72. 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 directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

73. The Long Form Notice shall also include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

74. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. 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. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

75. 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 identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - d. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - f. 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.

76. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are 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. No later than 30 days from the Claim Deadline, , the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

VIII. Claim Form Process and Disbursement of Cash Payments

77. The Notice will explain to the Settlement Class that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

78. 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 on the Claim Form.

79. 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.

80. 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.

81. 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.

82. 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 Claimant or 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 Claimant 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 Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant 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 Claimant 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.

83. 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.

84. 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, or to issue a Notice of Deficiency.

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

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

85. 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.

86. 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.

87. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

88. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

89. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

IX. Final Approval Order and Final Judgment

90. Plaintiff shall file the 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

original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and 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 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 the Agreement.

91. 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 that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties 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; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Award, Attorneys' Fees and Costs

92. **Service Awards** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,500.00. If approved, the Service Award shall be paid by the Defendant to Class Counsel by wire transfer on the Effective Date. The Service Award payment to the Class Representative shall be separate and apart from his entitlement to benefits from the Settlement.

93. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$100,000.00. If approved, the attorneys' fees and costs shall be paid by the Defendant to Class Counsel by wire transfer on the Effective Date.

94. 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 other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were not negotiated until after all material terms of the Settlement.

XI. Disposition of Residual Funds

95. In the event there are funds remaining from uncashed checks within 45 days following the 90-day check negotiation period, all remaining funds shall be distributed, subject to Court approval, to Northern Nevada Legal Aid, a 26 U.S.C. § 501(c)(3) non-profit organization that provides free and affordable legal services to individuals in Washoe County and rural northern Nevada.

XII. Releases

96. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint.

97. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

98. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

99. With respect to the Released Claims, Plaintiff and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently,

Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

100. Plaintiff or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment or Credit Monitoring from the Settlement.

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

XIII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XII 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.

103. In the event that the Settlement is not approved by the Court or the Settlement is terminated in accordance with its terms, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or

litigant, which extension shall be subject to the decision of the Court; (b) Defendant will still bear any Settlement Administration Costs incurred through the date of termination, and (c) the terms and provisions of the Settlement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any attorneys' fees and costs and Class Counsel shall constitute grounds for cancellation or termination of the Settlement.

104. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-outs of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

XIV. No Admission of Liability

105. 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 continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. 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.

106. 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 informal 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.

XV. Miscellaneous Provisions

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

108. 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.

109. 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.

110. 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.

111. 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 set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

112. 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.

113. 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 Nevada, without regard to the principles thereof regarding choice of law.

114. 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.

115. Jurisdiction. The Court shall retain jurisdiction over the interpretation, 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.

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

If to Plaintiff or Class Counsel:

Kenneth Grunfeld
Kopelowitz Ostrow P.A.
One West Las Olas Blvd. Ste. 500
Fort Lauderdale, FL 33301
grunfeld@kolawyers.com

If to Defendant or Defendant's Counsel:

Jenn Hatcher
Shook Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108
jhatcher@shb.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, opt-out requests, or other filings received as a result of the Notice Program.

117. 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.

118. 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.

119. Authority. Class Counsel (for Plaintiff and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. 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.

120. Agreement Mutually Prepared. Neither Plaintiff 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.

121. 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 counsel, consultants, and/or 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.

122. 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.

Signature Page to Follow

PLAINTIFF

Bert Tipton
Bert Tipton (Mar 25, 2025 14:32 PDT)

BERT TIPTON

Date: _____

CLASS COUNSEL

Ken Grunfeld
Ken Grunfeld (Mar 20, 2025 10:18 EDT)

KENNETH GRUNFELD
KOPELOWITZ OSTROW P.A.

Nathan Ring
Nathan Ring (Mar 26, 2025 12:57 PDT)

NATHAN RING
STRANCH, JENNINGS & GARVEY, PLLC.

CASINO FANDANGO L.L.C

By: R. Brett Goett
Its General Counsel

CASINO FANDANGO L.L.C.'S COUNSEL

Jenn Hatcher
JENN HATCHER
SHOOK, HARDY & BACON L.L.P.

EXHIBIT 1

**Your claim must be
submitted online or
postmarked by:**

**[CLAIM
DEADLINE]**

Bert Tipton, et al. v Casino Fandango LLC

Case No. 204C0018-1B

First Judicial District Court, In and For Carson City, State of Nevada

QR

CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are a person in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident.

Excluded from the Settlement Class are Excluded from the Settlement Class are all persons who are governing board members of the Defendant and the Court, the Court's immediate family, and Court staff.

Settlement Class Members may submit a claim form for: (1) 1 year of three-bureau credit monitoring and identity theft protection, and; (2) Unreimbursed Loss Claims – up to a total of \$2,000 per claimant.

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 1 year of credit monitoring services and identity theft protection by choosing this benefit on this Claim Form.

Unreimbursed Loss. Settlement Class Members may submit a claim for a Cash Payment up to \$2,000.00 upon the presentment of documented losses related to the Data Incident. To receive an unreimbursed loss payment, a Settlement Class Member must elect Cash Payment on the Claim Form attesting under penalty of perjury to incurring losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by any other source. Examples of unreimbursed losses include: losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. 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 will not receive a Cash Payment.

This Claim Form may be submitted electronically *via* the Settlement Website at www.SettlementWebsite.com or completed and mailed, including any supporting documentation, to: *Casino Fandango Data Settlement*, c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

QUESTIONS? VISIT WWW.SETTLEMENTWEBSITE.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX

[CLAIM DEADLINE]

QR

CLAIM FORM

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

II. CASH PAYMENT - UNREIMBURSED LOSSES SELECTION

☐ I attest under penalty of perjury that I incurred the following documented losses.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

III. CREDIT MONITORING SERVICES

☐ Check this box if you wish to enroll in credit monitoring services for 1 year, which includes credit monitoring and \$1,000,000 in identity theft insurance.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

QUESTIONS? VISIT WWW.SETTLEMENTWEBSITE.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX

**Your claim must be
submitted online or
postmarked by:**

**[CLAIM
DEADLINE]**

Bert Tipton, et al. v Casino Fandango LLC

Case No. 204C0018-1B

First Judicial District Court, In and For Carson City, State of Nevada

QR

CLAIM FORM

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

V. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

First Judicial District Court
In and For Carson City, State of Nevada

Tipton, et al v Casino Fandango, LLC
Case No. 240C0018-1B

IF YOUR PERSONAL INFORMATION WAS IMPACTED BY A DATA INCIDENT THAT CASINO FANDANGO EXPERIENCED IN JUNE 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A state court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.

- A Settlement has been reached with Casino Fandango in a class action lawsuit about a Data Incident that occurred in or around June 2024.
- The lawsuit is captioned *Bert Tipton et al. v Casino Fandango L.L.C., Case No. 240C0018-1B, pending in the First Judicial District Court in and for Carson City, Nevada.* Defendant denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States whose personal information was impacted by the Data Incident in June of 2024.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.SettlementWebsite.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator at Settlementemail@atticusadmin.com to receive a paper copy of the Claim Form.</p>	[CLAIM FILING DEADLINE]

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. 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 elect to retain your own legal counsel at your own expense.	[EXCLUSION DEADLINE]
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 benefits.	[OBJECTION DEADLINE] Hearing Date: [FAH DATE]
DO NOTHING	Unless you opt out of the Settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and 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 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.

WHAT THIS NOTICE CONTAINS

<u>BASIC INFORMATION</u>	2
<u>WHO IS IN THE SETTLEMENT</u>	3-4
<u>THE SETTLEMENT BENEFITS</u>	4-5
<u>HOW TO GET A PAYMENT—MAKING A CLAIM</u>	5-6
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BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because 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 captioned *Bert Tipton et al. v Casino Fandango L.L.C., Case No. 240C0018-1B, pending in the First Judicial District Court in and for Carson City, Nevada*. The persons that filed this lawsuit are called the “Plaintiffs” and the company they sued, Casino Fandango LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the incident in which an unauthorized third party gained access to Settlement Class Members’ personal information on June 8, 2024.

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 known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt out from a settlement. In this Settlement, the Settlement Class Representative is Bert Tipton.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. 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 Settlement Class means all persons in the United States whose personal information was compromised as a result of the Data Incident and who were sent notice of the Data Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are all persons who are governing board members of the Defendant and the Court, the Court's immediate family, and Court staff.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

Casino Fandango Data Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164.
SettlementEmail@atticusadmin.com

You may also view the Settlement Agreement and Release ("Settlement Agreement") at www.SettlementWebsite.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Defendant will pay all valid and timely claims for Credit Monitoring and Unreimbursed Losses.

8. How much will my payment be?

Settlement Class Members may elect to receive Cash Payments for Unreimbursed Losses and Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim for either a Cash Payment, Credit Monitoring, or both, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

Unreimbursed Loss Settlement Class Members may submit a claim for a Cash Payment of up to \$2,000.00 for documented losses related to the Data Incident. To receive an unreimbursed loss payment, a Settlement Class Member must elect Cash Payment on the Claim Form attesting under penalty of perjury to incurring losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by any other source. Examples of unreimbursed losses include: losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the cybersecurity incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. 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 will not receive a Cash Payment.

Credit Monitoring Services. In addition to electing the Cash Payment, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

Business Practice Changes. Plaintiff has received assurances that Defendant has undertaken reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and Defendant's responses thereto, and the changes and improvements that have been made to protect class members' personal information.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.SettlementWebsite.com.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you are an individual who resides in the United States whose personal information was impacted by the Data Incident that affected Casino Fandango on or around June 2024.

Claim Forms may be submitted online at www.SettlementWebsite.com or printed from the website and mailed to the Settlement Administrator at: *Casino Fandango Data Settlement*, c/o Atticus Administration, PO Box 640543, Saint Paul, MN 55164.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-8XX-XXX-XXXX, by email SettlementEmail@atticusadmin.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **[claim filing deadline]**. If submitting a Claim Form online, you must do so by **[claim filing deadline]**.

12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on **[FAH DATE + TIME]** to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Settlement Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed the law firms of Kopelowitz Ostrow PA and Stranch, Jennings & Garvey, PLLC to represent you and other members of the Settlement Class (“Settlement Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from Defendant (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys’ fees and litigation costs and expenses to be paid by Defendant. The Defendant has agreed not to oppose Settlement Class Counsel’s request for an award of attorneys’ fees and costs not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,500.00.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[EXCLUSION DEADLINE]**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name: *Tipton, et al v Casino Fandango, LLC*, Case No. 240C0018-1B;
- your full name;

- current address;
- personal signature; and
- the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **[EXCLUSION DEADLINE]**.

Casino Fandango Data Settlement
ATTN: Exclusion Request
PO Box 64053
Saint Paul, MN 55164

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must also set forth: (i) the objector’s full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (iii) the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (iv) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (v) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and 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.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be filed with the Court no later than **[EXCLUSION DEADLINE]**.

Clerk of the Court
[court address]
[city, state, zip]

18. 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 exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and 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

19. When is the Court’s Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **[FAH DATE + TIME +LOCATION]** to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.SettlementWebsite.com for updates.

20. 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. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website at www.SettlementWebsite.com.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Casino Fandango Data Settlement

c/o Atticus Administration

PO Box 64053

Saint Paul, MN 55164.

Email: SettlementEmail@atticusadmin.com

Toll-Free: 1-8XX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the First Judicial District Court In and For Carson City, State of Nevada.

PLEASE DO NOT CONTACT THE COURT OR CASINO FANDANGO LLC

EXHIBIT 3

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

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit

www.SettlementWebsite.com.

A state court has authorized this Notice.

This is not a solicitation from a lawyer.

CASINO FANDANGO DATA SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL, MN 55164

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «CLAIMANT ID»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

Tipton v Casino Fandango LLC, Case No. 240C0018-1B

Why am I receiving this Notice? You are receiving this Notice because the records of Casino Fandango show that you may have been impacted as a result of a Data Incident in which an unauthorized third party gained access to your Private Information that Casino Fandango experienced in June of 2024 ("Data Incident"). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, defendant will pay all valid and timely claims for Credit Monitoring, and Unreimbursed Losses as described below:

- Credit Monitoring – 1 year of three-bureau identity theft insurance and protection for up to \$1,000,000; and.
- Unreimbursed Losses– Up to a total of \$2,000 per Settlement Class Member upon presentation of documented losses.

Please visit www.SettlementWebsite.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.SettlementWebsite.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by [CLAIMS DEADLINE]**.

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or **Object** to the Settlement by **[30 DAYS BEFORE FAH | OPT-OUT/OBJECT DEADLINE]**. Please visit www.SettlementWebsite.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed the law firms of Kopelowitz Ostrow P.A. and Stranch, Jennings & Garvey, PLLC to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Casino Fandango (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **[FAH HEARING DATE | TIME]**, to consider whether to approve the Settlement, service award for the Settlement Class Representative (of \$2,500), and a request for attorneys' fees and expenses (up to \$100,000) for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. **This Notice is only a summary. For more information, visit www.SettlementWebsite.com or call toll-free 1-8XX-XXXX.**