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Class Counsel

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MAX VASQUEZ, individually and on behalf of
all other persons similarly situated,

Plaintiff,

v.

VENETIAN LAS VEGAS GAMING, LLC,

Defendant.

Case No. 5:25-cv-07934-PCP

**CLASS ACTION SETTLEMENT
AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff Max Vasquez (“Plaintiff”); (ii) the Settlement Classes (as defined herein); and (iii) Defendant Venetian Las Vegas Gaming, LLC (“Defendant” or “Venetian”). The Settlement Classes and Plaintiff are collectively referred to as “Plaintiffs” unless otherwise noted. Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

1. This putative class action centers on Venetian’s alleged disclosure of its website users’ guest record information and confidential communications to third parties, which Plaintiff claims was without permission and in violation of Cal. Penal Code §§ 631-632 (the “California Invasion of Privacy Act” or “CIPA”).

2. As both sides undertook an evaluation of the strengths and weaknesses of their respective litigation positions, the Parties explored the possibility of resolution. In order to competently assess their relative negotiating positions, the Parties exchanged formal discovery, including on issues such as the size and scope of the putative class,¹ and certain facts related to the strength of Plaintiff’s claims and Defendant’s defenses. . Thus, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses for settlement purposes. Further, there was extensive briefing and a hearing on Venetian’s Motion to Dismiss the Complaint, and the Parties also exchanged lengthy mediation briefing pertaining to the merits of the case and the size of the putative class.

3. On April 9, 2026, the Parties participated in a mediation with the Hon. Diane M. Welsh (Ret.), who is a neutral mediator affiliated with JAMS. The mediation lasted approximately 6 hours. The Parties reached agreement on all material terms of a class action settlement and subsequently executed a term sheet.

¹ Based on Defendant’s records, the Booking Settlement Class is estimated to include 35,159 Persons and the Browsing Settlement Class is estimated to include 996,705 Persons. All capitalized terms have the meanings assigned to them in Section 1 (“Definitions”), below.

1 4. At all times, Venetian has denied and continues to deny any wrongdoing whatsoever
2 and has denied and continues to deny that it committed, or threatened or attempted to commit, any
3 wrongful act or violation of law or duty alleged in the Action. Venetian specifically denies that it is
4 liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that
5 any claim asserted by Plaintiff is suitable for class treatment other than for settlement purposes.
6 Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Venetian has
7 concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in
8 the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a
9 compromise, and the Agreement, any related documents, and any negotiations resulting in it shall
10 not be construed as or deemed to be evidence of or an admission or concession of liability or
11 wrongdoing on the part of Venetian, or any of the Released Parties (defined below), with respect to
12 any claim of any fault or liability or wrongdoing or damage whatsoever.

13 5. Plaintiff believes that the claims asserted in the Action against Defendant have merit
14 and that he would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class
15 Counsel recognize that Defendant has raised factual and legal defenses that present a risk that
16 Plaintiff may not prevail. Plaintiff and Class Counsel further recognize the expense and delay
17 associated with continued prosecution of the Action against Defendant through an order on the
18 motion to dismiss, summary judgment, class discovery, class certification, trial, and any subsequent
19 appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks
20 of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation.
21 Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised,
22 settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the
23 terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Classes,
24 and that it is in the best interests of the Settlement Classes to settle the claims raised in the Action
25 pursuant to the terms and provisions of this Agreement.

26 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among
27 Plaintiff, the Settlement Classes, and each of them, and Defendant, by and through its undersigned

counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement (the “Settlement”).

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Vasquez v. Venetian Las Vegas Gaming, LLC*, Case No. 5:25-cv-07934, pending in the United States District Court for the Northern District of California.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement. To receive a *pro rata* cash payment from the Booking Settlement Fund, each Booking Settlement Class claimant must attest that they are a California resident who, while in California, during the period from September 18, 2024 through March 16, 2026, made a reservation for a Venetian hotel stay through the Venetian Las Vegas website (venetianlasvegas.com). To receive a *pro rata* cash payment from the Browsing Settlement Fund, each Browsing Settlement Class claimant must attest that they are a California resident who, while in California, during the period from September 18, 2024 through March 16, 2026, accessed and/or navigated the Venetian Las Vegas website (venetianlasvegas.com).

1.3 “Booking Proportional Amount” means 58.2% of the Total Settlement Fund.

1.4 “Booking Settlement Class” means all California residents who, while in California, during the period from September 18, 2024 through March 16, 2026, provided personal information

1 necessary to make a reservation for a Venetian hotel stay through the Venetian Las Vegas website
2 (venetianlasvegas.com). Excluded from the Booking Settlement Class are (1) any judge presiding
3 over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent
4 companies, successors, predecessors, and any entity in which the Defendant or its parents have a
5 controlling interest and their current or former officers, directors, agents, attorneys, and employees;
6 (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the
7 legal representatives, successors or assigns of any such excluded persons.

8 **1.5 "Booking Settlement Fund"** means the non-reversionary cash settlement fund that
9 shall be established by Defendant in the total amount of nine hundred thirty-one thousand, seven
10 hundred thirteen dollars and fifty cents (\$931,713.50). This amount shall be deposited into an
11 Escrow Account, according to the schedule set forth herein. From this Booking Settlement Fund,
12 the Settlement Administrator shall pay (i) Approved Claims of the Booking Settlement Class, (ii) the
13 Booking Proportional Amount of the Settlement Administration Expenses, (iii) the Booking
14 Proportional Amount of any Service Award to the Class Representative, and (iv) the Booking
15 Proportional Amount of any Fee Award to Class Counsel. The Booking Settlement Fund shall be
16 kept in an Escrow Account with permissions granted to the Settlement Administrator to access said
17 funds until such time as the above-listed payments are made. The Booking Settlement Fund includes
18 all interest that shall accrue on the sum deposited into an Escrow Account. The Settlement
19 Administrator shall be responsible for all tax filings with respect to any earnings on the Booking
20 Settlement Fund and the payment of all taxes that may be due on such earnings. The Booking
21 Settlement Fund represents the total extent of Defendant's monetary obligation to the Booking
22 Settlement Class under this Agreement. In no event shall Defendant's total monetary obligation to
23 the Booking Settlement Class under this Agreement be less than or exceed nine hundred thirty-one
24 thousand, seven hundred thirteen dollars and fifty cents (\$931,713.50).

25 **1.6 "Browsing Proportional Amount"** means 41.8% of the Total Settlement Fund.
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1 **1.7 “Browsing Settlement Class”** means all California residents who, while in
2 California, during the period from September 18, 2024 through March 16, 2026, accessed and/or
3 navigated the Venetian Las Vegas website (venetianlasvegas.com). Excluded from the Browsing
4 Settlement Class are (1) any judge presiding over this Action and members of their families; (2) the
5 Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in
6 which the Defendant or its parents have a controlling interest and their current or former officers,
7 directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely
8 request for exclusion from the class; and (4) the legal representatives, successors or assigns of any
9 such excluded persons.

10 **1.8 “Browsing Settlement Fund”** means the non-reversionary cash settlement fund that
11 shall be established by Defendant in the total amount of six hundred sixty-eight thousand, two
12 hundred eighty-six dollars and fifty cents (\$668,286.50). This amount shall be deposited into an
13 Escrow Account, according to the schedule set forth herein. From this Browsing Settlement Fund,
14 the Settlement Administrator shall pay (i) Approved Claims of the Browsing Settlement Class, (ii)
15 the Browsing Proportional Amount of the Settlement Administration Expenses, (iii) the Browsing
16 Proportional Amount of any Service Award to the Class Representative, and (iv) the Browsing
17 Proportional Amount of any Fee Award to Class Counsel. The Browsing Settlement Fund shall be
18 kept in an Escrow Account with permissions granted to the Settlement Administrator to access said
19 funds until such time as the above-listed payments are made. The Browsing Settlement Fund
20 includes all interest that shall accrue on the sum deposited into an Escrow Account. The Settlement
21 Administrator shall be responsible for all tax filings with respect to any earnings on the Browsing
22 Settlement Fund and the payment of all taxes that may be due on such earnings. The Browsing
23 Settlement Fund represents the total extent of Defendant’s monetary obligation to the Browsing
24 Settlement Class under this Agreement. In no event shall Defendant’s total monetary obligation to
25 the Browsing Settlement Class under this Agreement be less than or exceed six hundred sixty-eight
26 thousand, two hundred eighty-six dollars and fifty cents (\$668,286.50).

27 **1.9 “Claims Deadline”** means the date by which all Claim Forms must be postmarked
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1 or received to be considered timely and shall be set as a date no later than sixty (60) days after the
2 Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as
3 well as in the Notice and the Claim Form.

4 **1.10 “Claim Form”** means the document substantially in the form attached hereto as
5 **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class
6 Members who wish to file a Claim for a payment, shall be available in electronic and paper format
7 in the manner described below.

8 **1.11 “Class Counsel”** means Philip L. Fraietta and Stefan Bogdanovich of Bursor &
9 Fisher, P.A.

10 **1.12 “Class Representative”** means the named Plaintiff in this Action, Max Vasquez.

11 **1.13 “Court”** means the United States District Court for the Northern District of California,
12 the Honorable P. Casey Pitts presiding, or any judge who shall succeed him as the Judge in this
13 Action.

14 **1.14 “Defendant”** means Venetian Las Vegas Gaming, LLC.

15 **1.15 “Defendant’s Counsel”** means Jason J. Kim and John J. Delionado, Jr. of Hunton
16 Andrews Kurth LLP.

17 **1.16 “Effective Date”** means the date ten (10) days after which all of the events and
18 conditions specified in Paragraph 9.1 have been met and have occurred.

19 **1.17 “Escrow Account”** means the interest-bearing escrow account or accounts to be
20 established by the Settlement Administrator for the Total Settlement Fund. The Escrow Account
21 shall be established under terms acceptable to Plaintiff and Defendant at a depository institution
22 insured by the Federal Deposit Insurance Corporation. The Total Settlement Fund shall be deposited
23 by Defendant into an Escrow Account in accordance with the terms of this Agreement. The money
24 in the Escrow Account shall be invested in the following types of accounts and/or instruments and
25 no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in
26 either case with maturities of forty-five (45) days or less. All interest earned on this Escrow Account
27 established for the Total Settlement Fund shall be considered part of the Total Settlement Fund. Any

1 interest shall not be subject to withholding and shall, if required, be reported by the Settlement
2 Administrator to the Internal Revenue Service. The Settlement Administrator shall administer the
3 Booking Settlement Fund and Browsing Settlement Fund, subject to the continuing jurisdiction of
4 the Court from the earliest possible date, as qualified settlement funds as defined by Treasury
5 Regulation § 1.46B-1, *et seq.*, and agree to any relation-back election required to treat the Booking
6 Settlement Fund and Browsing Settlement Fund as qualified settlement funds from the earliest
7 possible date. The costs of establishing and maintaining the Escrow Account established for the
8 Total Settlement Fund shall be paid from the Total Settlement Fund.

9 **1.18 “Fee Award”** means the amount of attorneys’ fees, costs, and reimbursement of
10 expenses awarded by the Court to Class Counsel, which will be paid out of the Total Settlement Fund
11 consistent with the Booking Proportional Amount and Browsing Proportional Amount.

12 **1.19 “Final”** means one business day following the latest of the following events:
13 (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final
14 Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an
15 appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in
16 a manner that finally affirms and leaves in place the Final Judgment without any material
17 modification, of all proceedings arising out of the appeal or appeals (including, but not limited to,
18 the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*,
19 all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or
20 appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final
21 dismissal of any proceeding on *certiorari*.

22 **1.20 “Final Approval Hearing”** means the hearing before the Court where the Parties will
23 request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee
24 Award, and the Service Award to the Class Representative.

25 **1.21 “Final Approval Order”** means the Court’s Final Approval Order, which, among
26 other things, approves this Settlement Agreement and the Settlement as fair, adequate, and reasonable,
27 enters the Final Judgment, dismisses the Action with prejudice, and confirms the final certification

1 of the Settlement Classes for settlement purposes only, without material changes to the Parties’
2 agreed-upon proposed final approval order—the order finally approving the Settlement Agreement.

3 **1.22 Final Judgment**” means the Final Judgment and Final Approval Order to be entered
4 by the Court approving the Agreement after the Final Approval Hearing.

5 **1.23 “Notice”** means the notice of this proposed Class Action Settlement Agreement and
6 Final Approval Hearing, which is to be sent to the Settlement Classes substantially in the manner set
7 forth in this Agreement, is consistent with the requirements of Due Process, Federal Rule of Civil
8 Procedure 23(e) and is substantially in the form of **Exhibits B and C** hereto.

9 **1.24 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is
10 complete, which shall be no later than thirty (30) days after Preliminary Approval.

11 **1.25 “Objection/Exclusion Deadline”** means the date by which a written objection to this
12 Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Classes
13 must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date
14 and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court
15 and posted to the Settlement website listed in Paragraph 4.1(f), or such other date as ordered by the
16 Court.

17 **1.26 “Person”** shall mean, without limitation, any individual, corporation, partnership,
18 limited partnership, limited liability company, association, joint stock company, estate, legal
19 representative, trust, unincorporated association, government or any political subdivision or agency
20 thereof, and any business or legal entity and their spouses, heirs, predecessors, successors,
21 representatives, or assigns. “Person” is not intended to include any governmental agencies or
22 governmental actors, including, without limitation, any state Attorney General office.

23 **1.27 “Plaintiff”** means Plaintiff Max Vasquez.

24 **1.28 “Preliminary Approval”** means the Court’s certification of the Settlement Classes
25 for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the
26 form and manner of the Notice.

27 **1.29 “Preliminary Approval Order”** means the order preliminarily approving the
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1 Settlement Agreement, certifying the Settlement Classes for settlement purposes only, and directing
2 notice thereof to the Settlement Classes, which will be agreed upon by the Parties and submitted to
3 the Court in conjunction with Plaintiff's motion for preliminary approval of the Agreement.

4 **1.30 "Released Claims"** means any and all actual, potential, filed, known or unknown,
5 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,
6 rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive,
7 exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations (including
8 "Unknown Claims" as defined below), whether in law or in equity, accrued or un-accrued, direct,
9 individual or representative, of every nature and description whatsoever, whether based on Cal. Penal
10 Code §§ 631-632 (the California Invasion of Privacy Act" or "CIPA") or other claim that could have
11 been brought arising out of the same facts, transactions, events, matters, occurrences, acts alleged in
12 the operative Complaint in the above captioned action. This includes any other state, federal, local,
13 statutory or common law or any other law, rule or regulation, against the Released Parties, or any of
14 them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements,
15 representations, omissions or failures to act regarding the alleged disclosure, use, interception or
16 transfer of information of or related to the Settlement Class Members through alleged use of tracking
17 software, including all claims relating to such information belonging to any and all Releasing Parties
18 related to the Venetian Las Vegas website (venetianlasvegas.com).

19 **1.31 "Released Parties"** means Defendant Venetian Las Vegas Gaming, LLC, as well as
20 any and all of its respective present or past owners, heirs, executors, estates, administrators,
21 predecessors, successors, assigns, parent companies, subsidiaries, commonly owned entities,
22 divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants,
23 independent contractors, insurers, reinsurers, directors, managing directors, officers, partners,
24 principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders,
25 lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and
26 companies, firms, trusts, and corporations.

27 **1.32 "Releasing Parties"** means Plaintiff, those Settlement Class Members who do not
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1 timely opt out of the Settlement Classes, and all of their respective present or past heirs, executors,
2 estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates,
3 affiliates, employers, employees, agents, consultants, independent contractors, directors, managing
4 directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors,
5 underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors
6 in interest, assigns and companies, firms, trusts, and corporations.

7 **1.33 “Service Award”** means such funds, up to and including \$5,000, as may be awarded
8 by the Court to the Plaintiff for his service as Class Representative.

9 **1.34 “Settlement Administration Expenses”** means the expenses incurred by the
10 Settlement Administrator in providing Notice (including CAFA notice), processing claims,
11 responding to inquiries from Settlement Class Members, mailing checks for Approved Claims,
12 related services, and paying taxes and tax expenses related to the Booking Settlement Fund and
13 Browsing Settlement Fund (including all federal, state or local taxes of any kind and interest or
14 penalties thereon, as well as expenses incurred in connection with determining the amount of and
15 paying any taxes owed and expenses related to any tax attorneys and accountants). All common
16 Settlement Administration Expenses shall be paid out of the Total Settlement Fund. Settlement
17 Administration Expenses incurred on behalf of only one settlement fund shall be paid only from that
18 respective settlement fund.

19 **1.35 “Settlement Administrator”** means any reputable administration company that has
20 been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well
21 as the processing and payment of Approved Claims to the Settlement Classes as set forth in this
22 Agreement.

23 **1.36 “Settlement Classes”** means collectively the Booking Settlement Class and the
24 Browsing Settlement Class.

25 **1.37 “Settlement Class Member”** means a Person who falls within the definition of one
26 of the Booking Settlement Class or the Browsing Settlement Class, and who has not submitted a
27 valid request for exclusion.

1 **1.38** "Unknown Claims" means claims that could have been raised in the Action and that
 2 any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her,
 3 might affect his or her agreement to release the Released Parties or the Released Claims or might
 4 affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date,
 5 the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to
 6 the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California
 7 Civil Code, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO
 8 CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
 9 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
 10 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
 11 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Upon the Effective Date,
 12 the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions,
 13 rights and benefits conferred by any law of any state or territory of the United States, or principle of
 14 common law, or the law of any jurisdiction outside of the United States, which is similar, comparable
 15 or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they
 16 may discover facts in addition to or different from those that they now know or believe to be true
 17 with respect to the subject matter of this release, but that it is their intention to finally and forever
 18 settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that
 19 term is defined in this Paragraph.

20 **1.39** "Total Settlement Fund" means \$1.6 million comprised of the Booking Settlement
 21 Fund (\$931,713.50) and the Browsing Settlement Fund (\$668,286.50). In no event shall Defendant's
 22 total monetary obligation exceed \$1,600,000.

23 **2. SETTLEMENT RELIEF.**

24 **2.1 Payments to Settlement Class Members.**

25 **(a)** Defendant shall pay or cause to be paid into an Escrow Account the amount
 26 of the Booking Settlement Fund (\$931,713.50), as specified in Paragraph 1.4 of this Agreement,
 27 within sixty (60) days following the Effective Date. In no event shall Defendant's total monetary
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1 obligation to the Booking Settlement Class under this Agreement be less than or exceed nine hundred
2 thirty-one thousand, seven hundred thirteen dollars and fifty cents (\$931,713.50). Defendant shall
3 pay or cause to be paid into an Escrow Account the amount of the Browsing Settlement Fund
4 (\$668,286.50), as specified in Paragraph 1.6 of this Agreement, within sixty (60) days following the
5 Effective Date. In no event shall Defendant's total monetary obligation to the Browsing Settlement
6 Class under this Agreement be less than or exceed six hundred sixty-eight thousand, two hundred
7 eighty-six dollars and fifty cents (\$668,286.50). In no event shall Defendant's total monetary
8 obligation to the Settlement Classes be less than or exceed \$1,600,000.

9 **(b)** Settlement Class Members shall have until the Claims Deadline to submit an
10 Approved Claim. Each Booking Settlement Class Member with an Approved Claim shall be entitled
11 to a *pro rata* portion of the Booking Settlement Fund by check after deducting a proportional amount
12 of the Settlement Administration Expenses, any Fee Award, and any Service Award. Each Browsing
13 Settlement Class Member with an Approved Claim shall be entitled to a *pro rata* portion of the
14 Browsing Settlement Fund by check after deducting a proportional amount of the Settlement
15 Administration Expenses, any Fee Award, and any Service Award.

16 **(c)** The Settlement Administrator shall send settlement payments from the
17 Booking Settlement Fund to Booking Settlement Class Members with Approved Claims by Venmo,
18 PayPal or check with said checks being sent via first class U.S. mail to the address provided on the
19 Claim Form, as elected by the Booking Settlement Class Member with an Approved Claim. The
20 Settlement Administrator shall send settlement payments from the Browsing Settlement Fund to
21 Browsing Settlement Class Members with Approved Claims by electronic payment or check with
22 said checks being sent via first class U.S. mail to the address provided on the Claim Form, as elected
23 by the Browsing Settlement Class Member with an Approved Claim. Payments to all Settlement
24 Class Members with Approved Claims shall be made within sixty (60) days after the Effective Date.

25 **(d)** All cash payments issued to Settlement Class Members via check will state on
26 the face of the check that it will expire and become null and void unless cashed within one hundred
27 eighty (180) days after the date of issuance.

(e) To the extent that any checks issued to a Booking Settlement Class Member are not cashed within one hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary Settlement Administration Expenses from such uncashed check funds) to all Booking Settlement Class Members who cashed checks during the initial distribution, but only to the extent each Booking Settlement Class Member would receive at least \$5.00 in any such secondary distribution and if otherwise feasible. To the extent each Booking Settlement Class Member would receive less than \$5.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall revert to a non-sectarian, not-for-profit organization, agreed upon by Class Counsel and Defendant and approved by the Court.

(f) To the extent that any checks issued to a Browsing Settlement Class Member are not cashed within one hundred eighty (180) days after the date of issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting any necessary Settlement Administration Expenses from such uncashed check funds) to all Browsing Settlement Class Members who cashed checks during the initial distribution, but only to the extent each Browsing Settlement Class Member would receive at least \$5.00 in any such secondary distribution and if otherwise feasible. To the extent each Browsing Settlement Class Member would receive less than \$5.00 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any uncashed check funds shall revert to a non-sectarian, not-for-profit organization, agreed upon by Class Counsel and Defendant and approved by the Court.

(g) Upon payment of the Booking Settlement Fund and Browsing Settlement Fund into an Escrow Account, all risk of loss with respect to the cash portion of the Settlement shall pass to the Escrow Account(s), and any and all remaining interest or right of Defendant in or to the Escrow Account(s), if any, shall be extinguished.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

1 **3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to
2 have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
4 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
5 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred
6 from filing, commencing, prosecuting, intervening in, or participating (as a class member or
7 otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in
8 the Settlement as provided herein) against any Released Party based on the Released Claims.

9 **4. NOTICE TO THE CLASS.**

10 **4.1** The Settlement Administrator shall be responsible for overseeing and implementing
11 the Notice plan consistent with the following:

12 **(a)** *Settlement Class List.* No later than fourteen (14) days after the Court grants
13 Preliminary Approval, Defendant shall produce an electronic list from its records that includes the
14 names, and to the extent known, the email addresses and last known U.S. Mail addresses, to the
15 extent available, belonging to Persons within the Settlement Classes. Class Counsel's assent to this
16 Agreement shall constitute consent on behalf of the Settlement Class to disclose this information.
17 This electronic document shall be called the "Class List," and shall be provided to the Settlement
18 Administrator, which shall only use the Class List for purposes of accomplishing its duties pursuant
19 to this Settlement Agreement. The Settlement Administrator shall not share a copy of the Class List
20 with Class Counsel.

21 **(b)** *Direct Notice.* In the event that the Court preliminarily approves the
22 Settlement Agreement, no later than the Notice Date, the Settlement Administrator shall send Notice
23 via email substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim
24 Form, to all Settlement Class Members for whom a valid email address is available in the Class List.
25 In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator
26 shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and
27 make a second attempt to re-send the email notice. In the event the second email attempt fails, or in

1 the event that a known email address is not available for a Class Member, then the Settlement
2 Administrator shall send those Class Members Notice by First Class U.S. Mail substantially in the
3 form of **Exhibit C**.

4 (c) *Update Addresses*. Prior to mailing any Notice, the Settlement Administrator
5 will update the U.S. mail addresses of Persons on the Class List using the National Change of
6 Address database and other available resources deemed suitable by the Settlement Administrator.
7 The Settlement Administrator shall take all reasonable steps to obtain the correct address of any
8 Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable
9 and shall attempt re-mailings.

10 (d) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and
11 seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice
12 via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to
13 indicate that it is a reminder email rather than an initial notice), along with an electronic link to the
14 Claim Form, to all Settlement Class Members for whom a valid email address is available in the
15 Class List.

16 (e) *Publication Notice*. The Parties shall engage the Settlement Administrator to
17 disseminate publication notice designed to effectuate a reach of at least 70% of Settlement Class
18 Members.

19 (f) *Settlement Website*. Within ten (10) days from entry of the Preliminary
20 Approval Order, Notice shall be provided on a website at www.venetianlasvegassettlement.com
21 which shall be administered and maintained by the Settlement Administrator and shall include the
22 ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be
23 substantially in the form of **Exhibit D** hereto.

24 (g) *Telephone Line and Email Address*. Within twenty-one (21) days from entry
25 of the Preliminary Approval Order, the Settlement Administrator shall establish and maintain an
26 automated toll-free telephone line with live agents for Settlement Class Members to call with
27 Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members

1 who call with or otherwise communicate such inquiries. The Settlement Administrator shall also
2 establish and publish an email address for Settlement Class Members to contact with Settlement-
3 related inquiries, and answer the frequently asked questions or other inquiries of Settlement Class
4 Members who send an email to that address.

5 (h) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after
6 the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon
7 the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney
8 General of the United States, and other required government officials, notice of the proposed
9 settlement as required by law.

10 (i) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to
11 Settlement Class Members, may from time-to-time provide information about the Settlement
12 Agreement to and answer any questions from Settlement Class Members regarding the Settlement
13 Agreement.

14 **4.2** The Notice shall advise the Settlement Class of their rights, including the right to be
15 excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The
16 Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in
17 support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on
18 or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the
19 Person making the objection files notice of an intention to do so and at the same time: (1) files copies
20 of such papers he or she proposes to be submitted at the Final Approval Hearing with the clerk of the
21 Court; or alternatively, (2) if the objection is from a Settlement Class Member represented by counsel,
22 files any objection through the Court's CM/ECF system, and sends copies of such papers by mail,
23 hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

24 **4.3** Any Settlement Class Member who intends to object to this Agreement must present
25 on a timely basis pursuant to the Court's anticipated Order preliminarily approving the settlement
26 the objection in writing, which must be personally signed by the objector, and must include: (1) the
27 objector's name and address; (2) a statement that he or she believes himself or herself to be a member

1 of the Booking Settlement Class or the Browsing Settlement Class; (3) an explanation of the basis
2 upon which the objector claims to be a Booking Settlement Class Member and/or Browsing
3 Settlement Class Member; (4) whether the objection applies only to the objector, to a specific subset
4 of the objector's respective class, or to the entirety of the objector's class; (5) all grounds for the
5 objection, including all citations to legal authority and evidence supporting the objection; (6) a
6 description of the number of times the objector has objected to a class action settlement within the
7 five years preceding the date of the objection, the caption of each case in which the objector has
8 objected, and a copy of any orders related to or ruling upon the prior objections that were issued by
9 the trial and appellate courts in each listed case; (7) the name and contact information of any and all
10 attorneys representing, advising, or in any way assisting the objector in connection with the
11 preparation or submission of the objection or who may profit from the pursuit of the objection (the
12 "Objecting Attorneys"); and (8) a statement indicating whether the objector intends to appear at the
13 Final Approval Hearing (either personally or through counsel who files an appearance with the Court
14 in accordance with the Local Rules). If a Settlement Class Member or any of the Objecting Attorneys
15 has objected to any other class action settlement where the objector or the Objecting Attorneys asked
16 for or received any payment in exchange for dismissal of the objection, or any related appeal, without
17 any modification to the settlement, then the objection must include a statement identifying each such
18 case by full case caption and amount of payment received. Any challenge to the Settlement
19 Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the Federal
20 Rules of Appellate Procedure and not through a collateral attack.

21 **4.4** A Settlement Class Member may request to be excluded from the Settlement by
22 sending a written request postmarked on or before the Objection/Exclusion Deadline approved by
23 the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Booking
24 Settlement Class and/or Browsing Settlement Class must timely send a written request for exclusion
25 to the Settlement Administrator as specified in the Notice, providing (1) his/her name and address,
26 (2) a signature, (3) the name and number of the case, and (4) a statement that he or she wishes to be
27 excluded from the Booking Settlement Class and/or Browsing Settlement Class for purposes of this

Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not sent by email or postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a Settlement Class Member and shall be bound as a Settlement Class Member by this Agreement, if approved. Any person who validly elects to be excluded from a Settlement Class shall not: (1) be bound by any orders or the Final Judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Agreement; or (4) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. If more than 5% of Settlement Class Members file timely and valid exclusions, then Defendant shall have the option, but not the obligation, to terminate this Agreement and the Parties shall return to their respective positions prior to the entry of the Agreement.

4.5 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

4.6 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from a Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.7 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Attorneys’ Fees	25 Days After Notice Date

EVENT	PROPOSED DEADLINE
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Final Approval Hearing	Not sooner than 90 Days After Notice Date
Cash Payments Sent to Settlement Class Members	45 Days After Effective Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission

1 of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to
2 Class Counsel and Defendant's Counsel;

3 (c) Provide weekly reports to Class Counsel and Defendant's Counsel, including
4 and without limitation, reports regarding the number of Claim Forms received, the number approved
5 by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in
6 whole or in part, by the Settlement Administrator; and

7 (d) Make available for inspection by Class Counsel and Defendant's Counsel the
8 Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

9 **5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to
10 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
11 The Settlement Administrator will reject any claim that does not comply in any material respect with
12 the instructions on the Claim Form or the terms of this Agreement, or is submitted after the Claims
13 Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must
14 be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within
15 twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person
16 who has submitted a Claim Form to obtain additional information necessary to verify the Claim
17 Form.

18 **5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the
19 acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and
20 review supporting documentation relating to such Claim Form. The Settlement Administrator shall
21 follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any
22 disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able
23 to agree on the disposition of a challenge, the disputed claim shall be submitted to Judicial Arbitration
24 and Mediation Services, Inc. ("JAMS") for binding determination.

25 **5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator
26 shall have the right to reasonably request additional information from the Parties or any Settlement
27 Class Member.

1 **5.5** Defendant and Defendant's Counsel shall not have any responsibility for or liability
2 whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement
3 Administrator, or any of their respective designees or agents, in connection with the administration
4 of the Settlement or otherwise; (ii) the management, investment or distribution of the Booking
5 Settlement Fund and Browsing Settlement Fund; (iii) the formulation, design, or terms of the
6 disbursement of the Booking Settlement Fund and Browsing Settlement Fund; (iv) the determination,
7 administration, calculation, or payment of any claims asserted against the Booking Settlement Fund
8 and Browsing Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Booking
9 Settlement Fund and Browsing Settlement Fund; or (vi) the payment or withholding of any taxes,
10 expenses, and/or costs incurred in connection with the taxation of the Booking Settlement Fund and
11 Browsing Settlement Fund or the filing of any returns.

12 **5.6** Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to (i)
13 any act, omission, or determination of the Settlement Administrator, or any of their respective
14 designees or agents, in connection with the administration of the settlement or otherwise; (ii) the
15 management, investment, or distribution of the Booking Settlement Fund and Browsing Settlement
16 Fund; (iii) the formulation, design, or terms of the disbursement of the Booking Settlement Fund and
17 Browsing Settlement Fund; (iv) the determination, administration, calculation, or payment of any
18 claims asserted against the Booking Settlement Fund and Browsing Settlement Fund; (v) any losses
19 suffered by or fluctuations in the value of the Booking Settlement Fund and Browsing Settlement
20 Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection
21 with the taxation of the Booking Settlement Fund and Browsing Settlement Fund or the filing of any
22 returns.

23 **5.7** The Settlement Administrator shall indemnify and hold Class Counsel, Plaintiffs, the
24 Defendant, and Defendant's Counsel harmless for (i) any act or omission or determination of the
25 Settlement Administrator, or any of the Settlement Administrator's designees or agents, in
26 connection with the Notice and the administration of the Settlement; (ii) the management, investment,
27 or distribution of the Booking Settlement Fund and Browsing Settlement Fund; (iii) the formulation,

1 design, or terms of the disbursement of the Booking Settlement Fund and Browsing Settlement Fund;
2 (iv) the determination, administration, calculation, or payment of any claims asserted against the
3 Booking Settlement Fund and Browsing Settlement Fund; (v) any losses suffered by, or fluctuations
4 in the value of the Booking Settlement Fund and Browsing Settlement Fund; or (vi) the payment or
5 withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the
6 Booking Settlement Fund and Browsing Settlement Fund or the filing of any returns.

7 **6. TERMINATION OF SETTLEMENT.**

8 **6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf
9 of the Settlement Classes, shall have the right to terminate this Agreement by providing written notice
10 of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21)
11 days of any of the following events: (1) the Court's refusal to grant Final Approval of this Agreement
12 in any material respect; (2) the Court's refusal to enter the Final Judgment in this Action in any
13 material respect; (3) the modification or reversal, in any material respect, of the Final Judgment by
14 an appellate court; or (4) the modification or reversal, in any material respect, of an Alternative
15 Judgment, as defined in Paragraph 9.1(d) of this Agreement, by an appellate court. Notwithstanding
16 the foregoing, no order of the Court or modification or reversal or appeal of any order of the Court
17 concerning the amounts of the Fee Award or the Service Award shall constitute grounds for
18 cancellation or termination of this Settlement Agreement.

19 **6.2** The Parties agree that the Court's failure to approve, in whole or in part, the attorneys'
20 fees payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below shall not
21 prevent the Agreement from becoming effective, nor shall it be grounds for termination. The
22 procedures for any application for approval of attorneys' fees, expenses, or Incentive Awards are to
23 be considered by the Court separately from the Court's consideration of the fairness, reasonableness
24 and adequacy of the Settlement.

25 **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

26 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall
27 submit this Agreement together with its Exhibits to the Court and shall move the Court for

1 Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement
2 Classes for settlement purposes only; appointment of Class Counsel and the Class Representative;
3 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and
4 approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A-D**
5 hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval
6 from the Court, to agree to and adopt such amendments, modifications and expansions of the
7 Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so
8 long as they are consistent in all material respects with the terms of the Settlement Agreement and
9 do not limit or impair the rights of the Settlement Classes.

10 **7.2** Defendant's agreement as to certification of the Settlement Classes is solely for
11 purposes of effectuating the Settlement Agreement and no other purpose. Defendant retains all of
12 its objections, arguments, and defenses with respect to class certification and any other issue, and
13 reserves all rights to contest class certification and any other issue if the Settlement set out in this
14 Settlement Agreement does not result in entry of the Final Approval Order and Final Judgment, if
15 the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided
16 herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective.
17 The Parties acknowledge that there has been no stipulation to any classes or certification of any
18 classes for any purpose other than effectuating the settlement, and that if the settlement set forth in
19 this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on
20 appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth
21 in this Settlement Agreement otherwise fails to become effective, this agreement as to certification
22 of the Settlement Classes becomes null and void *ab initio*, and this Settlement Agreement or any
23 other settlement-related statement may not be cited regarding certification of the Settlement Classes,
24 or in support of an argument for certifying any class for any purpose related to this Action or any
25 other proceeding.

26 **7.3** At the time of the submission of this Agreement to the Court as described above,
27 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and
28

1 approve the Settlement of the Action as set forth herein.

2 **7.4** After Notice is given, Class Counsel shall request and seek to obtain from the Court
3 a Final Judgment, which will (among other things):

4 **(a)** find that the Court has personal jurisdiction over all Settlement Class
5 Members and that the Court has subject matter jurisdiction to approve the Agreement, including all
6 exhibits thereto;

7 **(b)** approve the Settlement Agreement and the proposed settlement as fair,
8 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the
9 Parties and their counsel to implement and consummate the Agreement according to its terms and
10 provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect
11 in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and
12 Releasing Parties;

13 **(c)** find that the Notice implemented pursuant to the Agreement (1) constitutes
14 the best practicable notice under the circumstances; (2) constitutes notice that is reasonably
15 calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Action,
16 their right to object to or exclude themselves from the proposed Agreement, and to appear at the
17 Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all
18 persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of
19 Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

20 **(d)** find that the Class Representative and Class Counsel adequately represent the
21 Settlement Classes for purposes of entering into and implementing the Agreement;

22 **(e)** dismiss the Action (including all individual claims and class claims presented
23 thereby) on the merits and with prejudice, without fees or costs to any party except as provided in
24 the Settlement Agreement;

25 **(f)** incorporate the Release set forth above, make the Release effective as of the
26 date of the Effective Date, and forever discharge the Released Parties as set forth herein;

27 **(g)** permanently bar all Settlement Class Members who have not been properly
28

1 excluded from the respective Settlement Classes from filing, commencing, prosecuting, intervening
2 in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction
3 based on the Released Claims;

4 (h)

5 **8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF**
6 **EXPENSES; SERVICE AWARD.**

7 **8.1** Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall apply for an award of reasonable
8 attorneys' fees and costs out of the Total Settlement Fund in an amount determined by the Court as
9 the Fee Award. With no consideration given or received, Class Counsel will limit its petition for
10 attorneys' fees, costs, and expenses to no more than one-third of the value of the Total Settlement
11 Fund, to be paid after Settlement Administration Expenses and incentive awards are deducted.
12 Should the Court award less than the amount sought by Class Counsel, the difference in the amount
13 sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Total
14 Settlement Fund for distribution to eligible Settlement Class Members. This Agreement is not
15 contingent on the award of any particular amount of fees, costs, or incentive award, and there is no
16 agreement between Plaintiff and Defendant regarding the amount of fees, costs, or incentive award
17 sought by Plaintiff.

18 **8.2** Plaintiffs and Class Counsel understand and agree that any Fee Award under this
19 Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from
20 or relating to the representation of Plaintiffs and Settlement Class Members in the Action. This is a
21 material condition of this Agreement. Plaintiffs and Class Counsel therefore hereby irrevocably and
22 unconditionally release, acquit, and forever discharge any claim they may have against the Released
23 Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified
24 in the Settlement Agreement. Further, Plaintiffs and Class Counsel represent and warrant that no
25 attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising
26 out of, by virtue of, or in connection with the Action.

27 **8.3** The Fee Award shall be payable within ten (10) days after entry of the Court's Final
28

Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit E**, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A., in accordance with wire instructions to be provided to the Settlement Administrator by Class Counsel and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall return such funds to Defendant.

8.4 Class Counsel intends to file a motion for Court approval of a Service Award for the Class Representative, to be paid out of the Total Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Booking Settlement Fund and Browsing Settlement Fund. With no consideration having been given or received for this limitation, the Class Representative will seek no more than \$5,000.00 as an incentive award. Such award shall be paid proportionally out of the Booking Settlement Fund and Browsing Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within thirty (30) days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered a final non-appealable order finally approving the Agreement, following Notice to the Settlement Classes and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure and the Federal Rules of Appellate Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The Final Judgment has become Final, as defined above, or, in the event that

1 the Court enters an order and final judgment in a form other than that provided above (“Alternative
2 Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

3 **9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event
4 that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is
5 terminated or fails to become effective in accordance with its terms, then this Settlement Agreement
6 shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s
7 Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach
8 of the terms hereof, and fails to cure such material breach within thirty (30) days of written notice,
9 any other Party, provided that it is in substantial compliance with the terms of this Agreement, may
10 terminate this Agreement on notice to all of the Settling Parties.

11 **9.3** If this Agreement is terminated or fails to become effective for the reasons set forth
12 in Paragraphs 6.1-6.2 and 9.1-9.2 above, the Parties shall be restored to their respective positions in
13 the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or
14 other order entered by the Court in accordance with the terms of this Agreement shall be treated as
15 vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the
16 Action as if this Agreement had never been entered into.

17 **10. MISCELLANEOUS PROVISIONS.**

18 **10.1** To the extent permitted by ethics rules, the Parties and their counsel shall keep
19 confidential all settlement communications, including communications regarding the negotiation and
20 drafting of this Settlement Agreement. The Parties and their counsel will not make any public
21 statement about the Settlement that has not been approved by the other side, except as required or
22 authorized by law. Approval of any proposed public statement of the other side will not be
23 unreasonably withheld. This paragraph shall not be construed to limit or impede the Notice contained
24 in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or
25 Defendant’s Counsel from notifying or explaining that the Action has settled or limit the
26 representations that the Parties or their counsel may make to the Court to assist in the Court’s
27 evaluation of the Settlement Agreement, Preliminary Approval, Final Approval, and any objection

1 to the Settlement Agreement's terms. Defendant may also provide information about the Settlement
2 Agreement to its customers, attorneys, members, partners, insurers, auditors, brokers, agents, and
3 other persons or entities as required by securities laws, other applicable laws and regulations, and as
4 necessary to affect the Settlement Agreement. Following the Effective Date, but not before, nothing
5 in this provision shall be construed to prevent Class Counsel from including the Settlement in a list
6 of comparable settlements for future settlement negotiations or from listing this Settlement on their
7 firm websites, though such uses must be limited to (a) counsel's role in this action, and (b) the
8 monetary settlement benefits provided for herein.

9 **10.2** The Parties agree not to make any statements, written or verbal, or to cause or
10 encourage any other Person to make any statements, written or verbal, that defame, disparage or in
11 any way criticize the personal or business reputation, practices, or conduct of the Parties and their
12 respective counsel concerning all Released Claims, as well as the Action, the Settlement, this
13 Settlement Agreement, and any discussions, interactions, or negotiations of the Settlement by the
14 Parties and their counsel.

15 **10.3** The Parties (1) acknowledge that it is their intent to consummate this Settlement
16 Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the
17 extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement,
18 to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this
19 Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals.
20 Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court
21 approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final
22 Judgment, and promptly to agree upon and execute all such other documentation as may be
23 reasonably required to obtain final approval of the Agreement.

24 **10.4** The Parties intend this Settlement Agreement to be a final and complete resolution of
25 all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Classes
26 and each or any of them, on the one hand, against the Released Parties, and each or any of the
27 Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that

1 the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith
2 or on a frivolous basis.

3 **10.5** The Parties have relied upon the advice and representation of counsel, selected by
4 them, concerning their respective legal liability for the claims hereby released. The Parties have read
5 and understand fully the above and foregoing agreement and have been fully advised as to the legal
6 effect thereof by counsel of their own selection and intend to be legally bound by the same.

7 **10.6** Whether or not the Effective Date occurs or the Settlement Agreement is terminated,
8 neither this Agreement nor the settlement contained herein, nor any act performed or document
9 executed pursuant to or in furtherance of this Agreement or the settlement:

10 (a) is, may be deemed, or shall be used, offered or received against the Released
11 Parties, or each or any of them, as an admission, concession or evidence of, the validity of any
12 Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has
13 been or could have been asserted in the Action, the violation of any law or statute, the reasonableness
14 of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or
15 fault of the Released Parties, or any of them;

16 (b) is, may be deemed, or shall be used, offered or received against any Released
17 Party, as an admission, concession or evidence of any fault, misrepresentation or omission with
18 respect to any statement or written document approved or made by the Released Parties, or any of
19 them;

20 (c) is, may be deemed, or shall be used, offered or received against the Released
21 Parties, or each or any of them, as an admission or concession with respect to any liability, negligence,
22 fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative
23 proceeding in any court, administrative agency or other tribunal. However, the settlement, this
24 Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this
25 Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the
26 provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any
27 Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action

1 that may be brought against such Party or Parties in order to support a defense or counterclaim based
2 on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
3 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
4 counterclaim;

5 (d) is, may be deemed, or shall be construed against the Defendant as an
6 admission or concession with respect to class certification of the Settlement Classes for any purpose
7 other than effectuating this Settlement Agreement;

8 (e) is, may be deemed, or shall be construed against Plaintiff, the Settlement
9 Classes, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
10 of them, as an admission or concession that the consideration to be given hereunder represents an
11 amount equal to, less than or greater than that amount that could have or would have been recovered
12 after trial; and

13 (f) is, may be deemed, or shall be construed as or received in evidence as an
14 admission or concession against Plaintiff, the Settlement Classes, the Releasing Parties, or each and
15 any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are
16 with or without merit or that damages recoverable in the Action would have exceeded or would have
17 been less than any particular amount.

18 **10.7** No person or entity shall have any claim against the Class Representative, Class
19 Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the
20 Released Parties and/or their counsel, arising from distributions made substantially in accordance
21 with this Agreement. The Parties and their respective counsel, and all other Released Parties shall
22 have no liability whatsoever for the investment or distribution of the Booking Settlement Fund and
23 the Browsing Settlement Fund or the determination, administration, calculation, or payment of any
24 claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes
25 (including interest and penalties) owed by the Booking Settlement Fund and the Browsing Settlement
26 Fund, or any losses incurred in connection therewith.

27 **10.8** All proceedings with respect to the administration, processing and determination of
28

1 Claims and the determination of all controversies relating thereto, including disputed questions of
2 law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

3 **10.9** The headings used herein are used for the purpose of convenience only and are not
4 meant to have legal effect.

5 **10.10** The waiver by one Party of any breach of this Agreement by any other Party shall not
6 be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

7 **10.11** All of the Exhibits to this Agreement are material and integral parts thereof and are
8 fully incorporated herein by this reference.

9 **10.12** This Agreement and its Exhibits set forth the entire agreement and understanding of
10 the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
11 agreements, arrangements and undertakings with respect to the matters set forth herein. No
12 representations, warranties or inducements have been made to any Party concerning this Settlement
13 Agreement or its Exhibits other than the representations, warranties and covenants contained and
14 memorialized in such documents. This Agreement may be amended or modified only by a written
15 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

16 **10.13** Except as otherwise provided herein, each Party shall bear its own costs.

17 **10.14** Plaintiff represents and warrants that she has not assigned any claim or right or interest
18 therein as against the Released Parties to any other Person or Party and that she is fully entitled to
19 release the same. Plaintiff shall not exclude herself from the settlement.

20 **10.15** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits,
21 or any related settlement documents on behalf of any Party hereto, hereby warrants and represents
22 that such Person has the full authority to do so and has the authority to take appropriate action
23 required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in
24 particular warrants that they are authorized to execute this Settlement Agreement on behalf of
25 Plaintiff and the Settlement Classes (subject to final approval by the Court after notice to all
26 Settlement Class Members), and that all actions necessary for the execution of this Settlement
27 Agreement have been taken.

1 **10.16** This Agreement may be executed in one or more counterparts. Signature by digital
 2 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
 3 executed counterparts and each of them shall be deemed to be one and the same instrument. A
 4 complete set of original executed counterparts shall be filed with the Court if the Court so requests.

5 **10.17** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
 6 successors and assigns of the Parties hereto and the Released Parties.

7 **10.18** In the event that any provision hereof becomes or is declared by a court of
 8 competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue
 9 in full force and effect without said provision to the extent the Parties do not exercise their right to
 10 terminate under Sections 6 and 9.

11 **10.19** Unless otherwise specified herein, any deadline stated in this Settlement Agreement
 12 shall be calculated by using calendar days.

13 **10.20** If any of the dates or deadlines specified in this Settlement Agreement falls on a
 14 weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day.

15 **10.21** The Court shall retain jurisdiction with respect to implementation and enforcement of
 16 the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes
 17 of implementing and enforcing the Settlement embodied in this Agreement.

18 **10.22** This Settlement Agreement shall be governed by and construed in accordance with
 19 the laws of the State of California.

20 **10.23** This Agreement is deemed to have been prepared by counsel for all Parties, as a result
 21 of arm's-length negotiations among the Parties. Because all Parties have contributed substantially
 22 and materially to the preparation of this Agreement, it shall not be construed more strictly against
 23 one Party than another.

24 **10.24** Where this Agreement requires notice to the Parties, such notice shall be sent to the
 25 undersigned counsel:

26 **Class Counsel:**
 27 Philip L. Fraietta,
 28 **Bursor & Fisher, P.A.**

Defendant's Counsel:
 Jason J. Kim
 Hunton Andrews Kurth LLP

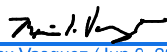
50 Main Street, Suite 475
White Plains, NY 10106
pfraietta@bursor.com

550 S. Hope Street, Suite 2000
Los Angeles, CA 90071
kimj@huntonak.com

IT IS SO AGREED TO BY THE PARTIES:

Dated: Jun 9, 2026

MAX VASQUEZ

By: 
Max Vasquez (Jun 9, 2026 09:23:32 PDT)

Max Vasquez, individually and as representative
of the Classes

Dated: Jun 9, 2026

VENETIAN LAS VEGAS GAMING, LLC

By: 
Calvin Siemer (Jun 9, 2026 14:22:17 PDT)

Name: Calvin Siemer

Title: Chief Legal Officer

IT IS SO STIPULATED BY COUNSEL:

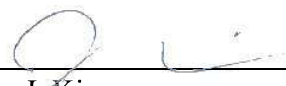
Dated: June 9, 2026

BURSOR & FISHER, P.A.

By: 
Philip L. Fraietta (State Bar No. 354768)
50 Main Street, Suite 475
White Plains, NY 10106
Telephone: (914) 874-0708
Email: pfraietta@bursor.com
Class Counsel

Dated: June 9, 2026

HUNTON ANDREWS KURTH LLP

By: 
Jason J. Kim
550 S. Hope Street, Suite 2000
Los Angeles, CA 90071
Telephone: (213) 532-2000
Email: kimj@huntonak.com

Attorney for Defendant

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.6M Venetian Las Vegas Gaming Settlement Ends Data Sharing Class Action Lawsuit](#)
