

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

<p>CARA MCDOWELL, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>FONTAINEBLEAU FLORIDA HOTEL, LLC</p> <p style="text-align: center;">Defendant.</p>	<p>CASE NO. 1:23-CV-22042-GAYLES/TORRES</p>
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SETTLEMENT AGREEMENT

This Settlement Agreement¹, dated as of this 28th day of June, 2024, is made and entered into by and among the following parties: (i) Plaintiff, Cara McDowell, individually, and on behalf of the Settlement Class (“Plaintiff” or “Class Representative”), and (ii) Defendant Fontainebleau Florida Hotel, LLC d/b/a Fontainebleau Miami Beach (“Defendant” or “Fontainebleau”), in the case of *McDowell v. Fontainebleau Florida Hotel, LLC*, No. 1:23-cv-22042, currently pending in the United States District Court for the Southern District of Florida (the “Action”). This Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. THE LITIGATION

This Action arises out of a data security incident, defined below as a “Data Incident.” Plaintiff alleges that between August 30, 2022 and September 2, 2022, an unknown and

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

unauthorized criminal actor gained access to Fontainebleau's network and accessed certain current and former employees' Private Information that Fontainebleau collected and maintained. Following notification of the Data Incident, Plaintiff filed a class action lawsuit asserting various claims against Fontainebleau relating to the Data Incident. After the Parties briefed a motion to dismiss, rather than committing to continued protracted litigation, counsel for the Parties began to exchange information and discuss a potential early resolution of the Action. The Parties engaged in arm's-length negotiations concerning a possible settlement of the claims asserted in the Action, including participating in mediation before well-respected mediator, Bruce A. Friedman Esq. of JAMS on March 5, 2024. At mediation, the Parties reached an agreement in principle to settle all claims on a class-wide basis.

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Action, as set forth in the Complaint, have merit. Plaintiff and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Fontainebleau through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue in data breach litigation in general and in this Action in particular. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Fontainebleau denies each and every claim against it as alleged in the Action. Fontainebleau denies all charges of wrongdoing or liability as alleged, or which could be alleged,

in the Action. Nonetheless, Fontainebleau has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Fontainebleau has considered the uncertainty and risks inherent in any litigation. Fontainebleau has, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and Fontainebleau that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Participating Settlement Class Members, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used herein and in the related documents attached as exhibits, the following terms have the meanings specified below:

1.1 “Action” means the class action lawsuit styled *Cara McDowell v. Fontainebleau Florida Hotel, LLC*, Case No. 1:23-CV-22042, currently pending in the United States District Court for the Southern District of Florida, Miami Division.

1.2 “Agreement,” “Settlement Agreement,” and/or “Settlement” means this Settlement Agreement and Release, including the terms and conditions set forth in this document together with any and all exhibits and attachments hereto, which are incorporated herein by reference and expressly conditioned upon Court approval.

1.3 “Application for Attorneys’ Fees and Costs” means the motion made- by Class Counsel seeking reimbursement for Class Counsel’s attorneys’ fees, expenses, and costs, which shall be filed no more than 30 days after the Notice Date.

1.4 “Claims Administration” means the review, processing, and payment of claims received from Participating Settlement Class Members by the Settlement Administrator.

1.5 “Claim(s)” means a claim for settlement benefits made by a Claimant.

1.6 “Claimant(s)” means a Participating Settlement Class Member who submits a Claim.

1.7 “Claims Deadline” means the postmark and/or online deadline for the submission of Claim Forms, which is 90 days after the Notice Date.

1.8 “Claim Form” means the form, substantially similar to *Exhibit 3*, attached hereto, utilized by the Settlement Class to submit a Claim for benefits under the Settlement on or before the Claims Deadline.

1.9 “Claims Period” means the period for filing Claims up until a date certain 90 days from the Notice Date.

1.10 “Class List” means a list of members of the Settlement Class. Fontainebleau shall prepare and provide the Class List to the Settlement Administrator for Notice using Fontainebleau’s records. The Class List shall include the names and last-known postal addresses of the members of the Settlement Class.

1.11 “Class Counsel” and “Settlement Class Counsel” means attorneys Mason A. Barney and Tyler Bean of Siri & Glimstad, LLP.

1.12 “Complaint” means the First Amended Class Action Complaint filed by Plaintiff in this Action on September 18, 2023.

1.13 “Court” means the United States District Court for the Southern District of Florida, Miami Division.

1.14 “Data Incident” means the data security incident alleged in the Complaint whereby between August 30, 2022 and September 2, 2022, an unknown and unauthorized criminal actor gained access to Fontainebleau’s network and accessed certain current and former employees’ PI that Fontainebleau collected and maintained.

1.15 “Defendant” or “Fontainebleau” means Fontainebleau Florida Hotel, LLC d/b/a Fontainebleau and includes their employees, directors, officers, shareholders, attorneys, consultants, contractors, affiliates, insurers, agents, parent companies, predecessors, successors, subsidiaries, and assigns of Fontainebleau, whether specifically named in the Action or not.

1.16 “Defendant’s Counsel” means John P. Hutchins and other attorneys at Baker & Hostetler LLP, located at 1170 Peachtree Street, Suite 2400, Atlanta, Georgia 30309-7676.

1.17 “Effective Date” means the one business day after all of the events and conditions specified in Paragraph 1.18 herein have occurred and been met.

1.18 “Final” means the occurrence of all of the following events: (i) the Settlement is finally approved by the Court and the Court enters the Final Approval Order; (ii) the Court has entered a Judgment; (iii) Fontainebleau has not exercised its option to terminate the Agreement; and (iv) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee and costs award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.19 “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.

1.20 “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 and Costs, which the Parties shall ask the Court to put on the calendar at least 150 days following entry of the Preliminary Approval Order.

1.21 “Final Approval Order” means the Court’s order granting the Motion for Final Approval and finally approving the Settlement, which may also include a Final Judgment dismissing the Action.

1.22 “Final Judgment” means the final judgment rendered by the Court and dismissal with prejudice of the claims against Defendant in this Action, entered in connection with the Settlement and Final Approval Order.

1.23 “Long Notice” means the long form Notice of the Settlement posted on the Settlement Website, and available in hard copy upon request to the Settlement Administrator, substantially in the form as shown in *Exhibit 2* hereto.

1.24 “Maximum Number” means 200.

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

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

1.27 “Notice” means the mailed Postcard Notice and Long Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

1.28 “Notice Date” means the date of the first mailing of the Postcard Notice for purposes of calculating the Opt-Out and Objection Deadline, and all other deadlines that flow from the Notice commencement date, which shall be completed by the Notice Deadline.

1.29 “Notice Deadline” means 30 days after the Court enters the Preliminary Approval Order.

1.30 “Notice Program” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of Postcard Notice and Long Notice.

1.31 “Opt-Out and Objection Deadline” means the date that is 60 days following the Notice Date. The postmark date shall constitute evidence of the date of mailing or e-mailing for these purposes.

1.32 “Opt-Out and Objection Report” means a report of all opt-outs and objections that have been timely and validly submitted, which the Settlement Administrator shall provide to Class Counsel and Defendant’s Counsel.

1.33 “Participating Settlement Class Member(s)” means a member of the Settlement Class who has not opted-out of the Settlement.

1.34 “Party” means each of the Plaintiff and Defendant, and “Parties” means Plaintiff and Defendant, collectively.

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

1.36 “Plaintiff” or “Class Representative” means Cara McDowell.

1.37 “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached as *Exhibit 1*.

1.38 “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

1.39 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached as *Exhibit 4*.

1.40 “Private Information” or “PI” means the information potentially accessed during the Data Incident, including individual names, Social Security numbers, and financial account numbers.

1.41 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Florida and similar state data protection statutes including, but not limited to, the Florida Information Protection Act (FIPA); negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated

or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Participating Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Complaint. Released Claims shall not include the right of any Participating Settlement Class Member, Class Counsel, or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of members of the Settlement Class who have timely and validly opted-out of the Settlement pursuant to the terms hereof.

1.42 “Released Parties” means Fontainebleau and its respective past or present parents, subsidiaries, divisions, departments, employees, members, partners, and related or affiliated entities, and each of its and their respective predecessors, successors, assigns, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in this Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.43 “Settlement Administrator” means the class action settlement administrator RG2 Claims Administration LLC, a company experienced in administering class action claims generally and, specifically, those of the type provided for and made in data breach litigation, that has been retained to carry out the Notice Program and Claims Administration.

1.44 “Settlement Administration Costs” means all actual costs associated with settlement administration, including, but not limited to the costs of the Notice Program and Claims Administration.

1.45 “Settlement Class” means all individuals in the United States who were impacted by the Data Incident, including all who were sent a notice of the Data Incident that occurred on or around August 30 to September 2, 2022. Excluded from the Settlement Class are: (i) all persons who are employees, directors, officers, and agents of Fontainebleau; (ii) the judges assigned to the Action and to evaluate the fairness, reasonableness, and adequacy of this Settlement, and that judge’s immediate family and Court staff; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.46 “Settlement Class Member Benefit” means a cash payment or credit monitoring that a Participating Settlement Class Member may claim under the Settlement.

1.47 “Settlement Website” means the website the Settlement Administrator will establish as a means for the members of the Settlement Class to submit Claim Forms and obtain notice, information, and relevant documents about the Settlement, including the Postcard Notice, Long Notice, and Claim Form.

1.48 “Unknown Claims” means any of the Released Claims that any Participating Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of Fontainebleau and the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, Fontainebleau and the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and

agree that upon the Effective Date, Plaintiff intend to and expressly shall have, and each of the other Participating Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Participating Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Participating Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Participating Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement of which this release is a part.

1.49 “Valid Claims” means Claims approved by the Settlement Administrator and found to be valid through the Claims Administration process.

2. Participating Settlement Class Member Benefits

2.1 Expense Reimbursement.

2.1.1 **Documented Out-of-Pocket Expenses Incurred as a Result of the Data Incident.** Participating Settlement Class Members who submit a Valid Claim using the Claim Form, including providing necessary supporting documentation, are eligible to be reimbursed for any documented ordinary losses that were incurred as a result of the Data Incident, including but not limited to: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 30, 2022 and the date of the close of the Claims Period (“Out-of-Pocket Expenses”). To receive reimbursement for Out-of-Pocket Expenses, Participating Settlement Class Members must submit a Valid Claim, including documentation supporting their claims, to the Settlement Administrator.

2.1.2 **Reimbursement for Attested Lost Time.** Participating Settlement Class Members are also eligible to receive reimbursement for up to a total of six (6) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25.00 per hour) pursuant the following requirements:

2.1.2.1 Up to three (3) hours of lost time with an attestation (including by checking a box in the Claim Form) that they spent the claimed time responding to issues raised by the Data Incident (“Lost Time”); and

2.1.2.2 Up to an additional three (3) hours of lost time if that lost time can be supported by reasonable documentation establishing a connection between the lost time and the Data Incident, which may not be self-prepared,

whereby the Settlement Administrator shall have final authority to determine if the submitted documentation supports the requested hours (“Additional Lost Time”).

To receive reimbursement for Lost Time and/or Additional Lost Time, Participating Settlement Class Members must submit a Valid Claim, to the Settlement Administrator.

The total amount validly claimed by each Participating Settlement Class Member for documented Out-of-Pocket Expenses, Lost Time, and Additional Lost Time may not exceed \$1,000.00 per Participating Settlement Class Member.

2.1.3 **Compensation for Extraordinary Losses for a Victim of Actual Identity Theft.** Participating Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary documentation, are eligible for the following compensation for actual identity theft, not to exceed \$4,000.00 per Participating Settlement Class Member, for proven monetary loss as a result of actual identity theft if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly related to the Data Incident; (iii) the loss occurred between August 30, 2022 and the date of the close of the Claims Period; (iv) the loss is not already covered by one or more of the documented Out-of-Pocket Expenses categories; and (v) the Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited, to exhaustion of all available credit monitoring insurance and identify theft insurance (“Extraordinary Losses”).

2.1.4 Participating Settlement Class Members seeking reimbursement under Paragraph 2.1 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the Claims Deadline. The Notice to the Settlement Class will specify the Claims Deadline and other relevant dates, including the

Opt-Out and Objection Deadline. The Claim Form must be verified by the Claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Failure to provide supporting documentation for Out-of-Pocket Expenses, Additional Lost Time, and Extraordinary Losses as described in Paragraph 2.1, as requested on the Claim Form and/or by the Settlement Administrator, shall result in denial of a Claim.

2.2 Limitation on Reimbursable Expenses. Nothing in this Agreement shall be construed as requiring Fontainebleau to provide, and Fontainebleau shall not be required to provide, double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Agreement.

2.3 Identity Theft Protection and Credit Monitoring. Participating Settlement Class Members who did not previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept two years of free credit monitoring services. Participating Settlement Class Members who did previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept one year of free credit monitoring services in addition to the one year of credit monitoring they are already enrolled in for a total of two years of such credit monitoring. The services shall provide three-bureau monitoring and shall include (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (no deductible); and (vi) access to fraud resolution agents to help investigate and resolve identity thefts. Fontainebleau will pay for the credit monitoring services separate and apart from other Settlement benefits.

2.4 Information Security Improvements. In addition to a cash payment and/or credit monitoring, Fontainebleau has improved its information security enhancements to date and provided Plaintiff with information regarding the security enhancements it has made and will maintain in the future. Costs associated with these business practice commitments (injunctive relief) will be paid by Defendant separate and apart from other settlement benefits. .

2.5 Claims Administration and Review Process.

2.5.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether (i) a Claim Form is valid, timely, and complete, and (ii) the Claim is fairly traceable to the Data Incident. Any Claim shall be deemed fairly traceable to the Data Incident by the Settlement Administrator if it occurred on or after August 30, 2022 and is related to the type of PI disclosed in the Data Incident.

2.5.2 To the extent the Settlement Administrator determines a Claim is deficient, within 10 days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have 21 days to cure the deficiencies.

2.5.3 Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have 10 days to determine whether the Claimant has cured the identified deficiencies. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim such that it reflects a facially valid Claim for expenses and/or reimbursement as described in Paragraph 2.1. If, after review of the Claim and all documentation submitted by the Claimant, the Settlement Administrator determines that such a Claim is facially valid, then

the Claim shall be paid. If the Claimant fails to cure the deficiency, the Settlement Administrator shall have no obligation to make a payment to that Claimant.

2.6 Settlement Administration Costs. Fontainebleau shall pay or cause to be paid all Settlement Administration Costs.

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

3. Preliminary Approval Order and Notice

3.1. As soon as practicable after the execution of the Agreement, Proposed Class Counsel and Defendant's Counsel shall jointly submit this Agreement to the Court, and Settlement Class Counsel will file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of a Preliminary Approval Order that includes:

- a) Certification of the Settlement Class for settlement purposes only;
- b) Preliminary Approval of the Settlement Agreement as set forth herein;
- c) Appointment of Settlement Class Counsel;
- d) Appointment of Plaintiff as Settlement Class Representative;
- e) Approval of the Notice Program, Postcard Notices, and Long Notices;

- f) Approval of the Claim Form and Claims administration process as set forth herein;
and
- g) Appointment of RG2 Claims Administration LLC as the Settlement Administrator.

The Postcard Notice, Long Notice, and Claim Form may be revised as agreed upon by the Parties. Immaterial revisions to these documents may be made prior to dissemination of Notice. Any changes to the Preliminary Approval Order, Postcard Notice, Long Notice, and Claim Form that do not materially affect the substance of the Settlement that the Court may require will not invalidate this Agreement.

3.2 Notice shall be provided to Settlement Class by the Settlement Administrator as follows:

- a) *Settlement Class Information:* Within 14 days of entry of the Preliminary Approval Order, Fontainebleau shall provide the Settlement Administrator with the Class List consisting of the name and last-known physical address of each member of the Settlement Class that Fontainebleau possesses. Fontainebleau will provide the most current Class List for all members of the Settlement Class as such information is contained in its or the Released Entities' records.
- b) The Class List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class List.

- c) *Settlement Website:* Prior to the dissemination of the Postcard Notice, the Settlement Administrator shall establish the Settlement Website and shall be responsible for maintaining and updating the Settlement Website throughout the Claims period and until at least 180 days following Final Approval. The Settlement Website shall inform members of the Settlement Class of the terms of the Settlement, their rights, dates and deadlines and related information. The Settlement Website shall include the following: (i) the Postcard Notice and Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Agreement; (v) the Complaint; (vi) the Motion for Final Approval including the Application for Attorneys' Fees, Costs; and (viii) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide members of the Settlement Class with the ability to complete and submit the Claim Form, and supporting documentation, electronically.
- d) *Postcard Notice:* By no later than the Notice Deadline, subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator shall provide Notice to the members of the Settlement Class as follows:
- by placing into the USPS by no later than the Notice Deadline a postcard to the postal address Fontainebleau provided the Settlement Administrator in the Class List. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of members of the Settlement Class through the USPS

National Change of Address database to update any change of address on file with the USPS before the Notice Deadline;

- in the event that a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Postcard Notice to the forwarding address within 7 days of receiving the returned Postcard Notice;
- in the event that subsequent to the first mailing of the Postcard Notice, and at least 14 days prior to the Opt-Out and Objection Deadline, a Postcard Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that it customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular member of the Settlement Class in question and, if such an address is ascertained, the Settlement Administrator will re-send the Postcard Notice within 7 days of receiving such information. This shall be the final requirement for mailing.

- e) A toll-free telephone help line shall be made available to provide members of the Settlement Class with additional information about the Settlement and to respond

to questions from members of the Settlement Class. The Settlement Administrator shall also maintain a P.O. Box where members of the Settlement Class may send documents or ask questions. The Settlement Administrator also will provide copies of the Long Notice and Claim Form, as well as the Agreement, upon request to members of the Settlement Class; and

- f) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendant's Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice Program and the Claims process.

3.3 The Postcard Notice, Long Notice, Claim Form and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with the Parties, as may be reasonable and not inconsistent with such approval.

3.4 Commencing on the Wednesday following the Notice Date, and thereafter on a weekly basis on Wednesdays, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel reports regarding the Settlement Administration, which shall include at least all the number of Postcard Notices, Long Notices, and Claim Forms sent or returned as undeliverable, the number of Claim Forms filed, the number of Opt-Outs received, the number of Objections received, and statistics regarding the usage of the Settlement Website.

3.5 Class Counsel and Defendant's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant Final Approval of the Settlement.

4. Opt-Out Procedures

4.1 Each member of the Settlement Class wishing to opt-out of the Settlement shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator, which shall include:

- a) the name of the Action: *McDowell v. Fontainebleau Florida Hotel, LLC*, Case No. 1:23-cv-22042, pending in United States District Court for the Southern District of Florida, Miami Division;
- b) full name of the member of the Settlement Class;
- c) current address of the member of the Settlement Class;
- d) telephone number of the member of the Settlement Class;
- e) signature of the member of the Settlement Class; and
- f) the words “Request for Exclusion” or a clear and similar statement that the member of the Settlement Class does not wish to participate in the Settlement.

4.2 All signatures on opt-out notices shall be wet signatures to ensure authenticity of same. Opt-outs must be submitted individually, and no mass or automated opt-outs shall be accepted. The written notice must clearly manifest the intent of a member of the Settlement Class to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out and Objection Deadline.

4.3 All members of the Settlement Class who submit valid, timely, and complete notices of their intent to opt-out from the Settlement Class shall not receive any Settlement Class Member Benefits or be bound by the terms of the Agreement. All Participating Settlement Class

Members who do not opt-out of the Settlement Class shall be bound by the terms of this Agreement and Judgment entered thereon.

4.4 No later than 10 days after the Opt-Out and Objection Deadline, the Settlement Administrator shall distribute the Opt-Out and Objection Report.

4.5 In the event that upon receipt of the Opt-Out and Objection Report by counsel for Fontainebleau, there have been more than the Maximum Number of timely and valid opt-outs submitted, Fontainebleau may, but is not obligated to, void the Agreement by notifying Class Counsel and the Court in writing within 14 days after receipt of the Opt-Out and Objection Report. If Fontainebleau voids the Agreement pursuant to this paragraph, Fontainebleau shall be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and shall not, at any time, seek recovery of same from any other party to the action or from counsel to any other party to the Action.

5. Objection Procedures

5.1 Each Participating Settlement Class Member desiring to object to the Settlement shall submit a timely written notice of his or her objection by the Opt-Out and Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Participating Settlement Class Member, including proof that the objector is a member of the Settlement Class (i.e., copy of notice and a copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection and all evidence the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's wet signature and the wet signature of the

objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector has filed an objection to any proposed class action settlement within the last three years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than the Opt-Out and Objection Deadline and served concurrently therewith on Class Counsel and counsel for Fontainebleau.

5.2 Any Participating Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Settlement and by all proceedings, orders and judgments in the Action. Without limiting the foregoing, any challenge to the Settlement, the Final Approval Order, or the Judgment to be entered upon Final Approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

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

6.2 Upon the Effective Date, Fontainebleau shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Participating Settlement Class Members, and Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims and Fontainebleau agrees to not take any actions against any Plaintiff, Participating Settlement Class Members, or Settlement Class Counsel with the intent to harm, damage, or limit any of their rights or privileges based on their participation in this Settlement. Any other claims or defenses Fontainebleau may have against such Parties that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Nothing in this Paragraph 6 shall preclude any action to enforce the terms of this Settlement Agreement by Plaintiff, Participating Settlement Class Members, Settlement Class Counsel, and/or Fontainebleau.

7. Settlement Class Counsel's Application for Attorneys' Fees and Costs

7.1 The Parties did not discuss the payment of attorneys' fees, costs until after the substantive terms of the Settlement had been agreed upon. Plaintiff shall timely file the Application for Attorneys' Fees and Costs. Settlement Class Counsel may request that the Court award them fees and expenses in any amount. Fontainebleau has offered to pay Settlement Class Counsels' fees and expenses up to \$175,000 and agrees not to contest the application if Settlement Class Counsel seeks an application from the Court in that amount. If Settlement Class Counsel files an Application for Attorneys' Fees and Costs seeking more than \$175,000 in fees and expenses, then Fontainebleau's offer shall be deemed withdrawn, and Fontainebleau reserves the

right to oppose that portion of the Application for Attorneys' Fees and Costs that seeks attorneys' fees. Regardless of any opposition filed by Fontainebleau, it agrees to timely pay the amount of attorneys' fees ordered by the Court once such order becomes final and non-appealable, which payment shall be apart from any Settlement Class Member Benefits provided to Participating Settlement Class Members and Settlement Administration Costs.

7.2 Plaintiff's counsel, in their sole discretion, shall allocate and distribute any attorneys' fees and costs awarded by the Court.

7.3 If awarded by the Court, Fontainebleau shall pay or cause to be paid to the Settlement Administrator the awarded attorneys' fees and costs within 30 days of the Effective Date. The Settlement Administrator shall then distribute the attorneys' fees and costs within 7 days of its receipt of such funds.

7.4 The amount(s) of any award of attorneys' fees and costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and costs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer and calculate the Claims submitted by Claimants. On a regular basis following entry of the Final Approval Order, the Settlement Administrator shall provide to Settlement Class Counsel and Fontainebleau reports as to the Claims that have been deemed valid, Claims where further information has been sought, Claims

that have been rejected, and the funds distributed, and Settlement Class Counsel and Fontainebleau shall have the right to review and obtain supporting documentation to the extent necessary to resolve Claims administration issues. The Settlement Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the process set forth in Paragraph 2.5. In addition to the foregoing, any Claims agreed to be paid by Fontainebleau shall be deemed a Valid Claim.

8.2 Participating Settlement Class Members shall have a choice of how to be paid, either via electronic payment (e.g., Venmo), pre-paid electronic credit card, or check. All Settlement checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Payments for Valid Claims shall be sent or postmarked within 60 days of the Effective Date, or within 30 days of the date that the Claim is approved, whichever is later. If a check becomes void, or an electronic payment or pre-paid electronic credit card is undeliverable, the Participating Settlement Class Member shall have until six months after the Effective Date to request re-issuance by the Settlement Administrator of a paper check. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement Class Member Benefits, the Participating Settlement Class Member's right to receive monetary relief shall be extinguished, and Fontainebleau shall have no obligation to make payments to the Participating Settlement Class Member for expense reimbursement under Paragraph 2.1 or any other type of monetary relief. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

8.3 All Participating Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Parties' written agreement, shall be forever barred from receiving any Participating Settlement Class Member Benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Agreement, the releases contained herein and the Judgment.

8.4 No Party shall have any Claim against the Settlement Administrator, Fontainebleau, Released Parties, Settlement Class Counsel, Plaintiff, and/or Defendant's Counsel based on distributions of the Settlement benefits described in Paragraph 2.1 to Participating Settlement Class Members.

8.5 Information submitted by Participating Settlement Class Members in connection with submitted Claims under this Settlement shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

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

9.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the events identified in Paragraphs 1.17 and 1.18 as making the Settlement Final.

9.2 Each Party shall have the right to terminate the Settlement Agreement if (i) the Court denies final approval of this Settlement Agreement or grants final approval through an order that is materially different in substance from this Settlement Agreement; (ii) the Final Approval Order and Final Judgment do not become final by reason of a higher court reversing Final Approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or (iii) the Effective Date cannot occur. In addition, Fontainebleau may also terminate the Settlement Agreement if more than the Maximum Number

of members of the Settlement Class submit timely and valid opt-outs as described in Paragraph 4.5.

9.3 In the event that the Settlement or the releases are not approved by the Court or the Settlement set forth in the Agreement is terminated in accordance with its terms: (i) 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 Party's counsel; (ii) 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 (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in the Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and costs shall constitute grounds for cancellation or termination of the Settlement. Further, notwithstanding any statement in the Agreement to the contrary, Fontainebleau shall be obligated to pay amounts already billed or incurred for Settlement Administration Costs, and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

10. Miscellaneous Provisions

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

10.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are

contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth in the Agreement.

10.3 Neither the Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Agreement and/or the Judgment in any action related to the Data Incident that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

10.5 The Agreement contains the entire understanding between Fontainebleau and Plaintiff regarding the Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Fontainebleau and Plaintiff in connection with the Action.

Except as otherwise provided herein, each Party shall bear its own costs. Any agreements reached between Fontainebleau, Plaintiff, and any third party, are expressly excluded from this provision.

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

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

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

10.9 The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto. No assignment of this Agreement will be valid without the other party's prior, written permission.

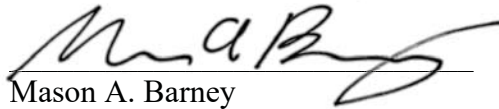
10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement.

10.11 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on June 28, 2024.

COUNSEL FOR PLAINTIFF



Mason A. Barney
Tyler J. Bean
SIRI & GLIMSTAD LLP
*Counsel for Plaintiff
and the Settlement Class*

PLAINTIFF


CARA MCDOWELL

**COUNSEL FOR FONTAINEBLEAU
FLORIDA HOTEL, LLC D/B/A
FONTAINEBLEAU MIAMI BEACH**

John Hutchins
BAKER & HOSTETLER LLP

*Counsel for Defendant
Fontainebleau Florida Hotel, LLC d/b/a
Fontainebleau Miami Beach*

**FONTAINEBLEAU FLORIDA
HOTEL, LLC D/B/A
FONTAINEBLEAU MIAMI BEACH**

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto enter into this Agreement on June 28, 2024.

COUNSEL FOR PLAINTIFF

Mason A. Barney
Tyler J. Bean
SIRI & GLIMSTAD LLP
*Counsel for Plaintiff
and the Settlement Class*

PLAINTIFF

CARA MCDOWELL

**COUNSEL FOR FONTAINEBLEAU
FLORIDA HOTEL, LLC D/B/A
FONTAINEBLEAU MIAMI BEACH**



John Hutchins
BAKER & HOSTETLER LLP

*Counsel for Defendant
Fontainebleau Florida Hotel, LLC d/b/a
Fontainebleau Miami Beach*

**FONTAINEBLEAU FLORIDA
HOTEL, LLC D/B/A
FONTAINEBLEAU MIAMI BEACH**



By: Sheryl Kass

Title: Authorized Signatory

EXHIBIT 1

..:23-cv-22042-DPG Document 39-1

McDowell v. Fontainebleau Florida
Hotel, LLC

Case No. 1:23-CV-22042

If you received notice from

**Fontainebleau Florida Hotel indicating
that your private information may have
been impacted in a data security
incident, a proposed class action
settlement may affect your rights.**

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

[\[Website URL\]](#)

or call toll-free 1-XXX-XXX-XXXX

The United States District Court for the
Southern District of Florida authorized
this Notice.

This is not a solicitation from a lawyer.

Entered on FLSD Docket 07/01/2024 Page

113
Fontainebleau Florida Hotel Litigation
Settlement c/o Settlement Administrator

P.O. Box _____
City, ST - _____

First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice? You are receiving this Notice because Fontainebleau Florida Hotel, LLC (“Fontainebleau” or “Defendant”) records show that your Private Information may have been accessed between August 30 and September 2, 2022, when an unknown and unauthorized criminal actor gained access to Fontainebleau’s network and accessed certain current and former employees’ Private Information that Fontainebleau collected and maintained (the “Data Incident”). If you were impacted by the Data Incident, or received notice from Fontainebleau indicating that your Private Information may have been impacted by the Data Incident, you are included in the Settlement Class, and eligible to receive benefits under this class action settlement.

Settlement Class Member Benefits: Under the Settlement, Fontainebleau will implement various information security improvements, and has agreed to pay for the following benefits if you submit a valid claim by **Deadline**:

- Reimbursement for documented Out-of-Pocket Expenses and Lost Time (up to 3 hours at \$25/hour, for a maximum total of \$75, with attestation, and an additional 3 hours at \$25.00/hour, for a maximum of \$75, with reasonable documentation)—up to \$1,000 per Settlement Class Member;
- Reimbursement for documented actual Extraordinary Losses incurred as a result of the Data Incident—up to \$4,000 per Settlement Class Member; and
- Enrollment in free credit monitoring and identity theft insurance for two years (or one additional year of such service if the Settlement Class Member previously enrolled in the credit monitoring offered by Fontainebleau).

How do I Submit a Claim Form? You must submit a Claim Form, available at **Website URL**, to receive a Settlement benefit. Your Claim Form must be **submitted online, or mailed and postmarked to the Settlement Administrator, by no later than Deadline**.

What are my other options? If you **Do Nothing**, you receive no benefits, but will be legally bound by the terms of the Settlement, and you will release your claims against the Released Parties, including Fontainebleau. If you do not want to be legally bound by the Settlement, you must submit a written request for exclusion (“**Opt-Out**”) no later than **Deadline**. If you do not Opt-Out of the Settlement, you can **Object** to the Settlement no later than **Deadline**.

Do I have a Lawyer in this Case? The Court appointed Mason A. Barney and Tyler J. Bean of Siri & Glimstad as Class Counsel to represent the Settlement Class. Class Counsel will seek Court approval for attorneys’ fees and costs (up to \$300,000), to be paid separately by Fontainebleau. 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 will hold a Final Approval Hearing on **[DATE]**, to consider whether to approve the Settlement, attorneys' fees and costs, and Service Awards, and will consider any objections. You or your lawyer may ask to speak at the hearing at your own cost, but you don't have to.

THIS NOTICE IS ONLY A SUMMARY.

— VISIT **[Website URL]**, OR CALL **XXX-XXX-XXXX**, FOR COMPLETE INFORMATION —

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

McDowell v. Fontainebleau Florida Hotel, LLC

Case No. 1:23-CV-22042

United States District Court for the Southern District of Florida

IF YOU RECEIVED NOTICE FROM FONTAINEBLEAU INDICATING THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN A DATA BREACH A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

A court has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A proposed Settlement has been reached with Fontainebleau Florida Hotel, LLC (“Fontainebleau” or “Defendant”), in a class action lawsuit concerning the unauthorized access to Defendant’s computer systems that occurred between August 30 and September 2, 2022 (the “Data Incident”), in which certain files that contained personal information were accessed. The information included names, Social Security numbers, and financial account numbers (“Private Information” or “PI”).
- The lawsuit is captioned *McDowell v. Fontainebleau Florida Hotel, LLC*, Case No. 1:23-cv-22042, currently pending in the United States District Court for the Southern District of Florida (the “Action”).
- Fontainebleau denies each and all of the claims and contentions alleged against it in the Action and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Action but has agreed to the Settlement to avoid the costs and risks associated with continuing the litigation.
- You are included in the Settlement Class if you were impacted by the Data Incident. You may have already been notified of the Data Incident directly by Fontainebleau in May 2023.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully and completely.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid, complete, and timely Claim Form.</p> <p>You can submit your Claim Form online at [Website URL], 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 to receive a paper copy of the Claim Form. The Settlement Website will remain active from the beginning of the Claims Period until 180 days following Final Approval of the Settlement.</p>	[Redacted], 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no benefits from this Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.</p>	[Redacted], 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.</p>	[Redacted], 2024
DO NOTHING	<p>Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits 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.</p>	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

BASIC INFORMATION 3

WHO IS IN THE SETTLEMENT..... 4

THE SETTLEMENT BENEFITS..... 5

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6

THE LAWYERS REPRESENTING YOU..... 7

EXCLUDING YOURSELF FROM THE SETTLEMENT 7

COMMENTING ON OR OBJECTING TO THE SETTLEMENT 8

THE COURT’S FINAL APPROVAL HEARING 9

IF I DO NOTHING.....10

GETTING MORE INFORMATION10

Basic Information

1. Why was this Notice issued?

The United States District Court for the Southern District of Florida 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 *McDowell et al. v. Fontainebleau Florida Hotel, LLC*, Case No. 1:23-cv-22042. The person that filed this lawsuit, *Cara McDowell*, is called the “Plaintiff” (or “Class Representative”) and the entity they sued, Fontainebleau, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that private and sensitive information may have been impacted due to the unauthorized access to Defendant’s computer systems on or between August 30 and September 2, 2022. The information affected, depending on the individual, included names, Social Security numbers, and financial account numbers.

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 “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Class Representative is Cara McDowell, and everyone included in this Action are the Participating Settlement Class Members.

4. Why is there a Settlement?

The Plaintiff and Defendant do not agree about the claims made in this Action. The Action has not gone to trial, and the Court did not decide in favor of the Plaintiff or Defendant. Instead, the Plaintiff and Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Participating Settlement Class Members to receive benefits from the Settlement. The Plaintiff and her attorneys think the Settlement is best for all Participating Settlement Class Members. The Settlement does not mean that any law was broken or that Defendant did anything wrong.

Who is in the Settlement?

5. Who is included in the Settlement?

If you received a mailed notice of this Settlement, you have been identified as a member of the Settlement Class and included in the Settlement. More specifically, the Settlement Class includes all individuals in the United States who were impacted by the Data Incident, including all who were sent a notice of the Data Incident that occurred on or around August 30 to September 2, 2022.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) all persons who are employees, directors, officers, and agents of Fontainebleau; (ii) the judges assigned to the Action and to evaluate the fairness, reasonableness, and adequacy of this Settlement, and those judges’ immediate family and Court staff; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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:

[email address]

Fontainebleau Miami Beach Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [Website URL].

The Settlement Benefits

7. What does the Settlement provide?

The Settlement provides the following Settlement Class Member Benefits. You are not limited to one benefit. If you are eligible for multiple benefits, as described below, you may file a claim for each of them.

Documented Out-of-Pocket Expenses Incurred as a Result of the Data Incident. Participating Settlement Class Members who submit a Valid Claim using the Claim Form, including providing necessary supporting documentation, are eligible to be reimbursed for any documented ordinary losses that were incurred as a result of the Data Incident (“Out-of-Pocket Expenses”), including but not limited to:

1. unreimbursed bank fees;
2. long distance phone charges;
3. cell phone charges (only if charged by the minute);
4. data charges (only if charged based on the amount of data used);
5. postage;
6. gasoline for local travel;
7. fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 30, 2022, and [CLAIMS DEADLINE].

Reimbursement for Attested Lost Time. Participating Settlement Class Members are also eligible to receive reimbursement for up to six (6) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25.00 per hour), as follows:

Participating Settlement Class Members may receive up to three (3) hours of lost time by attesting that they spent the claimed time responding to issues raised by the Data Incident (“Lost Time”); and

Participating Settlement Class Members may also claim an additional three (3) hours of lost time (also calculated at the rate of \$25.00 per hour), for a total of six (6) hours, if such hours can be supported by reasonable documentation establishing a connection between the lost time and the Data Incident, which may not be self-prepared (“Additional Lost Time”).

Cap for Out-of-pocket Expenses and Lost Time: The total amount validly claimed by each Participating Settlement Class Member for documented Out-of-Pocket Expenses and reimbursement of Lost Time and Additional Lost Time may not exceed \$1,000.00 per Participating Settlement Class Member.

Compensation for Extraordinary Losses for a Victim of Actual Identity Theft. Participating Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for up to \$4,000.00 per Settlement Class Member if:

1. the loss was an actual, documented, and unreimbursed monetary loss;
2. the loss was fairly traceable to the Data Incident;
3. the loss occurred between August 30, 2022, and [CLAIMS DEADLINE];

4. the loss is not already covered by one or more of the normal reimbursement categories above; and
5. Participating Settlement Class Member made reasonable efforts to avoid the loss (this includes trying to get the loss reimbursed, and using any credit monitoring insurance or identity theft insurance that was available) (“Extraordinary Losses”).

Identity Theft Protection and Credit Monitoring. Participating Settlement Class Members who did not previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept two years of free credit monitoring services. Participating Settlement Class Members who did previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept one year of free credit monitoring services in addition to the one year of credit monitoring they are already enrolled in for a total of two years of such credit monitoring. The credit monitoring shall provide three-bureau monitoring for all Valid Claims and shall include:

1. Real time monitoring of credit file at all three bureaus;
2. Dark web scanning with immediate notification of potential unauthorized use;
3. Comprehensive public record monitoring;
4. Medical identity monitoring;
5. Identity theft insurance (with no deductible); and
6. Access to fraud resolution agents.

Participating Settlement Class Members will need to enroll to receive this benefit. Fontainebleau will pay for the credit monitoring services separate and apart from other Settlement benefits.

Information Security Improvements. In addition to cash payments and/or credit monitoring, Fontainebleau has improved its information security enhancements to date and will provide information regarding security enhancements it is committed to making. Plaintiff will evaluate Defendant’s proposed injunctive relief, and propose additions thereto, once she learns more about the Data Incident and the steps that have been taken since the discovery of the Data Incident. Costs associated with these business practice commitments (injunctive relief) will be paid by Defendant separate and apart from other settlement benefits.

8. How much will my payment be?

Payments will vary depending on the Settlement Class Member Benefits selected and, for Out-of-Pocket expenses and Identity Theft losses, the supporting documentation provided.

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 is available for review at [\[Website URL\]](#).

Submitting a Claim Form for Settlement Benefits

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

Claim Forms may be submitted online at [Website URL] or printed from the website and mailed to the Settlement Administrator at: Fontainebleau Miami Beach Data Breach Settlement, c/o Settlement Administrator, [PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-XXX-XXX-XXXX, by email [Email Address], 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, along with any supporting documentation, must be mailed so it is postmarked no later than [Deadline Date]. If submitting a Claim Form online, you must do so by [Deadline Date].

12. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on _____, 2024. 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 benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

13. Do I have a lawyer in the case?

Yes, the Court appointed Mason A. Barney and Tyler J. Bean, of Siri & Glimstad LLP, to represent you and other members of the Settlement Class (“Class Counsel”).

14. Should I get my own lawyer?

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

15. How will Class Counsel be paid?

Class Counsel will seek Court approval for attorneys’ fees and costs not to exceed \$300,000.00.

Fontainebleau may oppose any request for attorneys' fees that exceed \$175,000.00, but shall pay any attorneys' fees and costs as ordered by the Court separate and apart from any Settlement Class Member Benefits provided to Participating Settlement Class Members and Settlement Administration Costs.

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 Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is **[Opt-Out and Objection Deadline Date]**.

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

- the name of the Action: *McDowell v. Fontainebleau Florida Hotel, LLC, Case No. 1:23-cv-22042*, pending in United States District Court for the Southern District of Florida
- your full name;
- your current address;
- your telephone number;
- your personal wet signature; and
- the words "Request for Exclusion" or a clear and similar statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out and Objection Deadline Date]**.

Fontainebleau Miami Beach Data Breach Settlement
ATTN: Exclusion Request
[PO Box Address]

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 any Settlement benefits 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 Participating Settlement Class Member and do not like a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be considered by the Court, the objection must include:

1. your full name, address, telephone number, and e-mail address (if any);
2. information identifying you as a Settlement Class Member, including proof that the you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
3. a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
4. the identity of any and all counsel representing you in connection with the objection;
5. a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing;
6. your wet signature and the signature of your duly authorized attorney or other duly authorized representative, if any (along with documentation setting forth such representation); and
7. a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three years.

To be timely, a written notice of an objection containing the above information must be filed with the Clerk of the Court and contain the case name and docket number, with copies served on Class Counsel and counsel for Fontainebleau no later than **[Opt-Out and Objection Deadline Date]**.

Clerk of the Court	Class Counsel	Counsel for Fontainebleau
[Court Address]	Mason A. Barney Tyler J. Bean Siri & Glimstad, LLP 745 Fifth Av, Ste. 500 New York, New York 10151	John Hutchins Baker & Hostetler, LLP 1170 Peachtree St. Ste. 2400 Atlanta, Georgia 30309

Any Participating Settlement Class Member who fails to strictly comply with the requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of the Settlement and by all proceedings, orders and judgments in the Litigation.

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 will hold a final approval hearing on _____, 2024 at _____ a.m./p.m. C.T., at the [Court Address] in Courtroom _____.

At the final approval hearing, the Court will consider whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to each of the Class Representatives who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (**See Question 17**).

The date and time of this hearing may change without further notice. Please check [Website URL] 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, 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.

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 described 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 about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive a payment or credit monitoring 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, [Website URL].

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

Email: [Email Address]

Toll-Free: 1-XXX-XXX-XXXX

Mail: Fontainebleau Miami Beach Data Breach Settlement, c/o Settlement Administrator, [PO Box Address]

Publicly filed documents can also be obtained by visiting the office of the Clerk of Court for the United States District Court for the Southern District of Florida.

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

VI LIVING DATA BREACH SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

If you are a part of the Settlement Class you may use this form to make a claim for reimbursement for documented out-of-pocket expenses, attested lost time, and/or extraordinary losses, as well as enroll in free credit monitoring services.

The **Settlement Class** includes: All individuals in the United States who were impacted by the Data Incident, including all who were sent a notice of the Data Incident that occurred on or around August 30 to September 2, 2022.

Data Incident means the data security incident alleged in the Complaint whereby between August 30, 2022 and September 2, 2022, an unknown and unauthorized criminal actor gained access to Fontainebleau’s network and accessed certain current and former employees’ Private Information that Fontainebleau collected and maintained.

Private Information means the information potentially accessed during the Data Incident, including individual names, Social Security numbers, and financial account numbers.

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

AVAILABLE BENEFITS

You are not limited to one benefit. If you are eligible for multiple benefits, as described below, you may file a claim for each of them.

Documented Out-of-Pocket Expenses Incurred as a Result of the Data Incident. All Participating Settlement Class Members who submit a Valid Claim using the Claim Form, including providing necessary supporting documentation, are eligible to be reimbursed for any documented ordinary losses that were incurred as a result of the Data Incident, including but not limited to: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 30, 2022 and [CLAIMS DEADLINE] (“Out-of-Pocket Expenses”). To receive reimbursement for Out-of-Pocket Expenses, Participating Settlement Class Members must submit documentation supporting their claims, to the Settlement Administrator.

Reimbursement for Attested Lost Time. Participating Settlement Class Members are also eligible to receive reimbursement for up to six (6) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25.00 per hour). Participating Settlement Class Members may receive up to three (3) hours of lost time if the Participating Settlement Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident (“Lost Time”).

Your claim must be submitted online or postmarked by: [DEADLINE]

Your claim must be submitted online or postmarked by: [DEADLINE]

FONTAINEBLEAU MIAMI BEACH LITIGATION SETTLEMENT CLAIM FORM

Participating Settlement Class Members may also claim an additional three (3) hours of lost time if that lost time can be supported by reasonable documentation establishing a connection between the lost time and the Data Incident, which may not be self-prepared, whereby the Settlement Administrator shall have final authority to determine if the submitted documentation supports the requested hours ("Additional Lost Time").

The total amount validly claimed by each Participating Settlement Class Member for documented Out-of-Pocket Expenses, Lost Time, and Additional Lost Time may not exceed \$1,000.00 per Participating Settlement Class Member.

Compensation for Extraordinary Losses for a Victim of Actual Identity Theft. Participating Settlement Class Members are eligible for the following compensation for actual identity theft, not to exceed \$4,000.00 per Participating Settlement Class Member, for proven monetary losses as a result of actual identity theft if: (i) the loss was an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly related to the Data Incident; (iii) the loss occurred between August 30, 2022, and [CLAIMS DEADLINE]; (iv) the loss is not already covered by one of the documented Out-of-Pocket Expenses categories; and (v) the Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance ("Extraordinary Losses").

Identity Theft Protection and Credit Monitoring. Participating Settlement Class Members who did not previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept two years of free credit monitoring services. Participating Settlement Class Members who did previously enroll in the credit monitoring offered by Fontainebleau may submit a Claim to accept one year of free credit monitoring services in addition to the one year of credit monitoring they are already enrolled in for a total of two years of such credit monitoring. The services shall provide three-bureau monitoring and shall include: (i) real time monitoring of credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (with no deductible); and (vi) access to fraud resolution agents.

Settlement Class Members will need to enroll to receive this benefit. Fontainebleau will pay for the credit monitoring services separate and apart from other Settlement benefits.

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT [WEBSITE URL].

You may also print out and complete this Claim Form, and submit it by U.S. mail to: Fontainebleau Miami Beach Data Breach Settlement, c/o Settlement Administrator, [PO Box Address]. An electronic image of the completed Claim Form can also be submitted by email to [email address].

The deadline to submit a Claim Form online is [DEADLINE]. If you are mailing your Claim Form, it must be mailed with a postmark date no later than [DEADLINE].

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

FONTAINEBLEAU MIAMI BEACH LITIGATION SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [DEADLINE]

Your claim must be submitted online or postmarked by: [DEADLINE]

- Check this box if you are seeking reimbursement for **actual, documented** Extraordinary Losses that were incurred as a result of the Data Incident. You **must** (i) fill out the information below and/or on a separate sheet submitted with this Claim form; (ii) submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement for; and (iii) sign the attestation at the end of this Claim Form (section VI).

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

Cost Type & Date	Description of Documentation Provided	Amount
<i>Example: Monetary loss as a result of actual identity theft that occurred between August 22, 2022 and [DEADLINE]</i>	<i>Example: Unauthorized tax returns filed using the Social Security Number compromised in the Data Incident where the IRS mailed your return to an unauthorized address.</i>	<i>\$XX.00</i>
	TOTAL LOSSES:	

IV. REIMBURSEMENT FOR ATTESTED LOST TIME (UP TO \$75)

- Check this box if are seeking reimbursement for Lost Time spent dealing with the Data Incident. By checking this box, you are hereby attesting that the lost time claimed below was spent responding to issues raised by the Data Incident.

Indicate the number of hours spent: 1 Hour 2 Hours 3 Hours

V. REIMBURSEMENT FOR ADDITIONAL LOST TIME (UP TO \$75)

- Check this box if you are seeking reimbursement for Additional Lost Time spent dealing with the Data Incident. By checking this box, you are hereby attesting that the lost time claimed below was spent responding to issues raised by the Data Incident.

Indicate the number of hours spent: 1 Hour 2 Hours 3 Hours

Provide and identify here supporting documentation to show how the additional lost time you are claiming was spent related to the Data Incident:

Your claim must be submitted online or postmarked by: **[DEADLINE]**

McDowell v. Fontainebleau Florida Hotel, LLC

Case No. 1:23-CV-22042

United States District Court for the Southern District of Florida

FONTAINEBLEAU MIAMI BEACH LITIGATION SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: **[DEADLINE]**

VI. CREDIT MONITORING SERVICES

Check this box if you wish to accept two years of free credit monitoring services or one additional year for Class Members who already enrolled in Fontainebleau’s previous offer for one year of credit monitoring services. You must provide a valid email address in Section I to receive instructions for how to enroll in credit monitoring services.

VII. PAYMENT SELECTION

Please select **one** of the following payment options if you are seeking reimbursement under Sections II or III above.

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.

VI. 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