

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company
Case No. 2:24-cv-01630

If KTC Holding Company F/K/A The Kingdom Trust Company (“KTC” or “Defendant”) notified you of a data incident, you may be eligible for benefits from a class action settlement.

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

- A proposed Settlement has been reached with KTC Holding Company F/K/A The Kingdom Trust Company (“KTC” or “Defendant”) arising out of a data security incident in March 2024 during which Settlement Class Members’ Private Information was potentially accessible by an unauthorized third-party who gained access to Defendant’s systems (the “Data Incident”).
- The lawsuit is called *Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A/ The Kingdom Trust Company*, Case No. 2:24-cv-01630. The lawsuit alleges that the Data Incident potentially impacted Private Information of Plaintiffs and the members of the class.
- The Settlement Class includes all individuals who were sent a notice of data breach letter by KTC concerning the Data Incident discovered on or around March 1, 2024. Settlement Class Members specifically exclude: (a) all individuals who are directors or officers of KTC, any entity in which KTC has a controlling interest, and KTC’s officers, directors, legal representatives, successors, subsidiaries, and assigns, and (b) any judge, justice or judicial officer presiding over this matter, and members of their immediate families and their judicial staff.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is MARCH 3, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is FEBRUARY 3, 2026 .
OBJECT TO THE SETTLEMENT	Write to the Claims Administrator explaining why you do not agree with the Settlement. The deadline to object is FEBRUARY 3, 2026 .
ATTEND THE FINAL FAIRNESS HEARING	You or your attorney may attend and speak about your objection at the Final Fairness Hearing. The Final Fairness Hearing will be held on MARCH 17, 2026 .
DO NOTHING	You will not get any benefits from the Settlement, and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.KTCDataSettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with KTC. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs, in this case, Plaintiffs/Class Representatives Kevin Meagher and Rebecca Dawson, sued on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs allege that they suffered injuries and damages related to the diminution of value to their Private Information, opportunity costs, annoyance, interference, and inconvenience, as a result of the Data Incident.

Defendant denies that it is liable for the claims made in the lawsuit and denies any allegations of wrongdoing, fault, or liability of any kind whatsoever. More information about the complaint in the lawsuit can be found on the Settlement Website at www.KTCDataSettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you were sent a notice of data breach letter from Defendant concerning the Data Incident discovered by Defendant on or around March 1, 2024

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Claims Administrator by calling **866-742-4955**, by emailing **KTCDataSettlement@rg2claims.com**, or by visiting the Settlement Website located at **www.KTCDataSettlement.com**.

This Settlement Class does not include: (a) all individuals who are directors or officers of KTC, any entity in which KTC has a controlling interest, and KTC's officers, directors, legal representatives, successors, subsidiaries, and assigns, and (b) any judge, justice or judicial officer presiding over this matter, and members of their immediate families and their judicial staff.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the proposed Settlement, KTC will pay (or cause to be paid) \$780,000.00 into a Settlement Fund. The Settlement Fund will be used to pay for: (1) compensation for Documented Monetary Losses and Pro Rata Cash Payment; (2) Credit Monitoring; (3) costs of Notice and Settlement Administration; (4) service award; and (5) attorneys' fees and litigation expenses.

Documented Monetary Losses. All Settlement Class Members may submit a claim for up to ten thousand dollars and zero cents (\$10,000.00) for documented out-of-pocket losses that are fairly traceable to the Data Incident, to be paid out of the Settlement Fund. Examples of kinds of documented out-of-pocket losses that may be claimed include, in part: (i) out of pocket credit monitoring costs incurred on or after March 1, 2024, through the date of Claim Submission; (ii) unreimbursed losses relating to fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

Settlement Class Members with losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if his or her Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected and the Settlement Class Member's claim will be treated as if he or she elected a Pro Rata Cash Payment only.

Pro Rata Cash Payment: In addition to electing any other benefits, Settlement Class Members may claim a pro rata cash payment in the amount estimated by Class Counsel of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of the Costs of Claim Administration, any Court-approved service awards and attorneys' fees, costs and expenses; Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible

claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of Valid Claims filed.

Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim two (2) years of Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

For complete details, please see the Settlement Agreement, whose terms control, available at www.KTCDataSettlement.com.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at www.KTCDataSettlement.com. To complete the Claim Form online, your unique Login and Password is required to access the form. The Login and Password are located on the Postcard Notice you received in the mail. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number 1-866-742-4955, and submit your paper Claim Form by mail at:

KTC Holding Company Data Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
KTCDataSettlement@rg2claims.com

All Claim Forms must be submitted no later than March 3, 2026.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled **March 17, 2026 at 10:00 a.m.** If the Court approves the Settlement, eligible Settlement Class Members with Valid Claims will be sent payment after all appeals, disputes and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed William B. Federman of Federman & Sherwood as “Settlement Class Counsel” and/or “Class Counsel” to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees not to exceed \$260,000.00 which were incurred in connection with the Litigation, plus reimbursement of documented costs not to exceed \$20,000.00. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award of \$2,500.00 to each of the named Plaintiffs, to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to Plaintiffs.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service award for Plaintiffs with the Court, which will also be posted on the Settlement Website, at www.KTCDataSettlement.com.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue KTC about the Data Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at www.KTCDataSettlement.com.

12. What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against KTC for the claims or legal issues released in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and KTC in this class action lawsuit.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Claims Administrator stating that you want to be excluded from the Settlement in *Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630. Your written notification must include: (i) your full name and address; (ii) your signature and/or the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative; and (iii) clearly state that your intent to be excluded from the Settlement Class. You must mail your exclusion request, postmarked no later than **February 3, 2026** to the following address:

KTC Holding Company Data Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
KTCDataSettlement@rg2claims.com

You cannot exclude yourself by phone. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No mass or group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue KTC for the claims or legal issues released in this Settlement, even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Claims Administrator and the clerk of the United States District Court for the District of Nevada, Las Vegas stating that you object to the Settlement in *Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630.

The objection must be in writing and be personally signed by you or your attorney. The objection must include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and e-mail address; (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, 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 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 signature and/or the 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 and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection must be postmarked by the Objection Deadline and mailed to the designated Post Office box established by the Claims Administrator and mailed to the clerk of the United States District Court for the District of Nevada, Las Vegas. It must also contain the case name and docket number—*Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630.

You must mail your objection to the Claims Administrator at KTC Holding Company Data Settlement c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, and the clerk of the United States District Court for the District of Nevada, Las Vegas located at, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, postmarked no later than **February 3, 2026**.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Fairness Hearing **March 17, 2026, at 10:00 a.m.**, at the United States District Court for the District of Nevada, 333 Las Vegas Blvd. South, Las Vegas, NV 89101. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Plaintiffs.

The location, date and time of the Final Fairness Hearing are subject to change by Court order. Any changes will be posted on the Settlement Website, www.KTCDataSettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Fairness Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.KTCDataSettlement.com or by writing to Claims Administrator at KTC Holding Company Data Settlement c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

23. How do I get more information?

Visit www.KTCDataSettlement.com, call 1-866-742-4955, or email KTCDataSettlement@rg2claims.com.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT
WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS**