

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement, dated as of September 26, 2025, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Kevin Meagher and Rebecca Dawson (collectively, “Representative Plaintiffs”), individually and on behalf of all other similarly situated individuals (the “Settlement Class” or “Settlement Class Members,” as defined below), by and through their counsel of record Kennedy M. Brian and William B. Federman of Federman & Sherwood (“Class Counsel”), on the one hand; and (ii) Defendant KTC Holding Company F/K/A The Kingdom Trust Company (“KTC” or “Defendant”), by and through its counsel of record, Jennifer W. Torrez and Christopher G. Dean (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

### **I. RECITALS**

**WHEREAS**, on or around March 1, 2024, KTC became aware of potential unauthorized access to its network through an unauthorized SIM swap (the “Data Incident”). After an investigation, on August 1, 2024, KTC determined personally identifiable information (“PII”) may have been copied from its network. The impacted PII may include Social Security numbers, dates of birth, financial information, driver’s license identification numbers, and passport numbers.

**WHEREAS**, KTC identified approximately 31,676 individuals whose Private Information (defined below) may have been impacted by the Data Incident.

**WHEREAS**, on September 4, 2024, Representative Plaintiff Kevin Meagher filed a lawsuit styled *Kevin Meagher v. Digital Trust, LLC F/K/A The Kingdom Trust Company*, No. 2:24-cv-1630 (D. Nev.). Subsequently, on November 8, 2024, Representative Plaintiff Kevin Meagher

filed a First Amended Class Action Complaint which corrected the name of the defendant and added Representative Plaintiff Rebecca Dawson—*Kevin Meagher and Rebecca Dawson v. KTC Holding Company F/K/A The Kingdom Trust Company*, No. 2:24-cv-01630 (D. Nev.) (the “Litigation”).

**WHEREAS**, the First Amended Class Action Complaint in the Litigation asserts the following claims: (i) negligence; (ii) breach of implied contract; (iii) breach of third-party beneficiary contract; (iv) breach of fiduciary duty; (v) unjust enrichment; (vi) violations of the California Unfair Competition Law; (vii) violations of the California Consumer Privacy Act; (viii) violations of the California Customer Records Act; and (ix) declaratory and injunctive relief.

**WHEREAS**, KTC denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

**WHEREAS**, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

**WHEREAS**, over a period of several months, the Parties engaged in voluntary informal discovery and good faith, arm’s-length negotiations between experienced counsel, and a formal mediation presided over by John DeGroote, Esq. (a highly experienced data breach mediator), reaching an agreement in principle to resolve the Litigation, as outlined herein.

**WHEREAS**, KTC provided Class Counsel with certain additional factual information to aid in negotiations and agreed to provide further confirmatory information as required to confirm

the size of the class.

**WHEREAS**, KTC denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of KTC with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that KTC has asserted or would assert.

**WHEREAS**, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

**WHEREAS**, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against KTC relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against KTC relating to the Data Incident.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and KTC that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released,

and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

## II. DEFINITIONS

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

1. “Agreement” or “Settlement” or “Settlement Agreement” means this agreement.
2. “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).
3. “Claims Administrator” means RG/2 Claims Administration LLC, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.
4. “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.
5. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

6. “Claims Period” means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

7. “Class Counsel” means Kennedy M. Brian and William B. Federman of Federman & Sherwood.

8. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including, without limitation, the costs of providing any notices required under the Class Action Fairness Act.

9. “Court” means the United States District Court for the District of Nevada.

10. “Data Incident” means the potential unauthorized access of certain Private Information on KTC’s systems discovered on or about March 1, 2024, which gave rise to the Litigation.

11. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 71.

12. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) 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 award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

13. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

14. “Judgment” means a judgment rendered by the Court, after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Judgment, which KTC must approve before filing

15. “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

16. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

17. “Notice Deadline” means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

18. “Objection Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

19. “Opt-Out Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

20. “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.

21. “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” mean Kevin Meagher and Rebecca Dawson.

22. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

23. “Private Information” means Social Security numbers, dates of birth, financial information, driver’s license identification numbers, and passport numbers.

24. “Released Claims” shall collectively mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, 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 or territories in the United States ; all consumer protection statutes; violations of any federal or state data breach notification statute; 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, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) 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 Litigation. Released Claims shall not include the right of any Settlement Class Member 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 Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

25. "Released Parties" means KTC Holding Company F/K/A The Kingdom Trust Company, and each of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the



Litigation.

26. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

27. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

28. “Settlement Class” means all individuals who were sent a notice of data breach letter from Defendant concerning the Data Incident discovered by Defendant on or around March 1, 2024. The Settlement Class specifically excludes: Defendant KTC, any entity in which Defendant has a controlling interest, and Defendant’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Settlement Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

29. “Settlement Class List” means the list generated by KTC containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class (approximately 31,676 individuals), which KTC shall provide to the Claims Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Claims Administrator.

30. “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

31. “Settlement Fund” shall mean a non-reversionary common fund in the amount of **\$780,000.00**.

32. “Settlement Website” means the website described in Paragraph 52(c).

33. “Settling Parties” means, collectively, KTC and Plaintiffs, individually and on behalf of the Settlement Class.

34. “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

35. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, 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 Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other 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.**

Settlement Class Members, including Plaintiffs, 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 Plaintiffs, expressly shall have, and each other 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, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and 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 Agreement of which this release is a part.

36. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

37. “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process.

### **III. SETTLEMENT CLASS MEMBER BENEFITS**

38. Settlement Fund. Within 30 days of Preliminary Approval, Defendant shall deposit \$780,000.00 in cash into an account (the “Escrow Account”) to establish the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

39. The Settlement Fund shall be used to pay, in the following order: (1) all Costs of Claims Administration; (2) any service awards awarded to the Class Representatives; (3) any attorneys’ fees and litigation expenses awarded to Class Counsel; and (4) benefits to those Settlement Class Members who submit a Valid Claim.

40. The funds in the Escrow Account shall be deemed a “qualified settlement fund”

within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

41. Settlement Class Member Benefits. When submitting a Settlement Claim, Settlement Class Members may elect to receive both Documented Monetary Losses (as described in Paragraph 42) and a Pro Rata Cash Payment (as described in Paragraph 43). Additionally, Settlement Class Members may also elect to receive Credit Monitoring (as described in Paragraph 44). If a Settlement Class Member does not submit a Valid Claim or opt out, the Settlement Class Member will release his or her claims against Defendant without receiving a benefit.

42. Documented Monetary Losses. Settlement Class Members may submit a Settlement Claim for a cash payment under this section for up to \$10,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but

are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after March 1, 2024, through the date of Settlement Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Settlement Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure his or her Settlement Claim, the Settlement Claim will be rejected and the Settlement Class Member's Settlement Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

43. Pro Rata Cash Payment. In addition to or instead of Documented Monetary Losses, a Settlement Class Member 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, as necessary to exhaust the Settlement Fund.

44. Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim two (2) years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

45. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, KTC will provide a confidential declaration setting forth the remedial measures and the approximate cost of the remedial measures it has implemented since the Data Incident to prevent a similar incident from occurring in the future. KTC will also provide the estimated cost of these remedial measures for the next five (5) years. Class Counsel may disclose the monetary amount of the remedial measures to the Court during the Settlement approval process.

46. Duties of Claims Administrator. The Claims Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a) Administering and overseeing the Settlement funds provided by KTC to pay Approved Claims.
- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing Notice to Settlement Class Members via U.S. mail and/or email;
- e) Establishing and maintaining the Settlement Website;
- f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions

of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

- g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and KTC's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;
- i) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and KTC's Counsel with a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Dates, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to KTC's Counsel;
- j) Working with the provider(s) of Credit Monitoring services to receive and send activation codes within thirty (30) days of the Effective Date;
- k) After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- l) Providing bi-weekly or other periodic reports to Class Counsel and the KTC's Counsel that include information regarding the number of settlement checks mailed and delivered or checks sent via electronic means, settlement checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

- m) In advance of the Final Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or KTC's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and KTC's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

49. Dispute Resolution for Claims.

- a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Paragraph 42; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims



Administrator will consider (i) whether the timing of the loss occurred on or after March 1, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in KTC's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

- b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day

period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

- c) Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.
- d) If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are

reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

50. Settlement Class Certification. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If: (a) the Court does not issue the Preliminary Approval Order or the Judgment; (b) the Effective Date does not occur, or (c) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

#### **IV. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING**

51. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Kennedy M. Brian and William B. Federman of Federman & Sherwood as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of RG/2 Claims Administration LLC as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

52. Notice. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Nevada law and constitutional due process requirements.

- a) Within seven (7) days after the date of the Preliminary Approval Order, KTC shall provide the Settlement Class List to the Claims Administrator.
- b) The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail or email, to the extent mailing addresses or email addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the Claims Deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the Claims Deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard.
- c) The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not

limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.

- d) A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries.
- e) The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- f) If jointly requested by the Parties, the Claims Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days prior to the Claims Deadline.
- g) Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

53. Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order. Any attorneys' fees, costs, and expenses of Class Counsel, and service awards to the Class Representatives, as approved by the Court, also shall be paid from the Settlement Fund. KTC shall have no financial liability in connection with this Settlement Agreement beyond the Settlement Fund.

54. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (a) following the Final Fairness Hearing, and (b) within a reasonable time after the Notice

Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

55. Opt-Out Procedures. Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date.

56. All Persons who submit valid and timely Requests for Exclusion, as set forth above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

57. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to opt out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

58. If more than 50 Settlement Class Members opt out of the settlement, KTC shall in

its sole discretion have the right, but not the obligation, to terminate the Settlement Agreement upon written notice to Class Counsel.

## **V. OBJECTION PROCEDURES**

58. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name, address, telephone number, and e-mail address (if any); (b) 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); (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (d) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (g) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (h) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). 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.

59. Any 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 or to



object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 58.

## **VI. RELEASES**

60. Upon the Effective Date, and in consideration of the settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, 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.

## **VII. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

61. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the Settlement had been agreed upon. KTC and Class Counsel then negotiated and agreed to the provision described in this Section.

62. Class Counsel may petition the court for attorneys' fees not to exceed one-third of the Settlement Fund (\$260,000.00) and documented expenses up to \$20,000.00. KTC takes no

position on the propriety of this request.

63. Class Counsel shall file a Motion for Attorneys' Fees, Costs, and Services Awards fourteen (14) days prior to the Objection Deadline and Opt-Out Deadline. Subject to Court approval, KTC has agreed not to object to a request for a service award in the amount of \$2,500.00 to each of the named Plaintiffs (\$5,000.00 total).

64. If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards from the Settlement Fund, as set forth above, within seven (7) days after the Effective Date.

65. Any award of attorneys' fees, costs, and expenses, and the service awards to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. 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, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

### **VIII. ADMINISTRATION OF CLAIMS**

66. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process. All claims agreed to be paid in full by KTC shall be deemed a Valid Claim.

67. After all claims are reviewed, validated, and finalized (subject to the dispute process identified in Paragraph 49) Payment for Valid Claims shall be issued, via check or electronically,

within thirty (30) days.

68. All 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 Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

69. No Person shall have any claim against the Claims Administrator, claims referee, KTC, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by KTC to implement the Business Practice Changes.

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

#### **IX. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

71. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Notice has been sent, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) the Court has entered the Judgment granting final approval to the Settlement as set

forth herein; and

- e) the Judgment has become Final.

72. If all conditions specified in Paragraph 71(a)–(e) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

73. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete list of all timely and valid Requests for Exclusion (“Opt-Out List”).

74. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party’s counsel; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, KTC shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other

party to the Litigation.

## **X. MISCELLANEOUS**

75. The Settling Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

76. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling 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 Litigation 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 Litigation, except as set forth in the Settlement Agreement.

77. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (a) 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 (b) 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 Settlement Agreement and/or the Judgment in any action 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.

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

79. This Agreement contains the entire understanding between KTC and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the parties, and each party shall bear their own costs. Any agreements reached between KTC, Plaintiffs, and any third party, are expressly excluded from this provision.

80. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

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

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

83. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original

executed counterparts shall be filed with the Court.

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

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

86. All dollar amounts are in United States dollars (USD).

87. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." settlement checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued unless a settlement check is returned as undeliverable. If a participating Settlement Class Member fails to cash a settlement check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

88. All agreements made and orders entered during the course of the Litigation relating

to the confidentiality of information shall survive this Settlement Agreement.

89. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and KTC each acknowledge that each has been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.


90. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

**PLAINTIFFS:**

Signed by:  
  
 228232129173436...  
 Kevin Meagher, Plaintiff  
 Date: 9/22/2025

\_\_\_\_\_  
 Rebecca Dawson, Plaintiff  
 Date: \_\_\_\_\_

**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**

\_\_\_\_\_  
 William B. Federman, OBA #2853  
 (admitted *pro hac vice*)  
 Kennedy M. Brian, OBA #34617  
 (admitted *pro hac vice*)  
**FEDERMAN & SHERWOOD**  
 10205 North Pennsylvania Avenue  
 Oklahoma City, OK 73120  
 T: (405) 235-1560  
 E: wbf@federmanlaw.com  
 E: kpb@federmanlaw.com

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

**PLAINTIFFS:**

\_\_\_\_\_  
Kevin Meagher, Plaintiff

Date: \_\_\_\_\_

DocuSigned by:



724C1E715BF04E8...

\_\_\_\_\_  
Rebecca Dawson, Plaintiff

Date: 9/22/2025

**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**



\_\_\_\_\_  
William B. Federman, OBA #2853  
(admitted *pro hac vice*)

Kennedy M. Brian, OBA #34617  
(admitted *pro hac vice*)

**FEDERMAN & SHERWOOD**

10205 North Pennsylvania Avenue

Oklahoma City, OK 73120

T: (405) 235-1560

E: wbf@federmanlaw.com

E: kpb@federmanlaw.com

Date: 9/22/2025

**DEFENDANT KTC HOLDING COMPANY:**

DocuSigned by:

Sharif Msheiwat

AE6B026BA52A43F...

Name

Title: CLCO

Date: 9/26/2025

**COUNSEL FOR DEFENDANT:**



Christopher G. Dean

Jennifer W. Torrez

(admitted *pro hac vice*)

**MCDONALD HOPKINS**

300 North LaSalle Street

Suite 1400

Chicago, IL 60654

T: (312) 642-7056

E: cdean@mcdonaldhopkins.com

E : jtorrez@mcdonaldhopkins.com

***Attorneys for Defendant***

Date: 09/26/25

# EXHIBIT A

Docusign Envelope ID: C41BBDC5-805C-4D58-8348-C79E88915C67  
KTC Holding Company Data Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Legal Notice

*A court authorized this notice. This is not a solicitation from a lawyer*

**MEAGHER V. KTC HOLDING COMPANY  
F/K/A THE KINGDOM TRUST COMPANY  
CASE NO. 2:24-CV-01630**

**ATTENTION! If you received a Notice of Data Incident Letter from KTC Holding Company regarding a data incident occurring on or around March 1, 2024, you may be eligible for a payment from a class action settlement.**

Learn More At:

**[www.\(website\)](#)**

36778230.1

Postal Service: Please do not mark barcode

«BarCode» TAR «MailCode»  
«FirstName» «LastName»  
«Street»  
«Street2»  
«City», «State» «Zip»

Docusign Envelope ID: C41BBDC5-805C-4D58-8348-C79E88915C67

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 Member Private Information was potentially accessible to an unauthorized third-party who gained access to Defendant's systems (the "Incident").

Who is Included? Settlement Class Members include all individuals who were sent a notice of data breach letter from Defendant concerning the data Incident.

What does the Settlement Provide? The Settlement establishes a \$780,000 Settlement Fund to be used to pay for (1) compensation for Documented Monetary Losses; (2) a Pro Rata Cash Payment; (3) Credit Monitoring; (4) costs of Notice and Settlement Administration; (5) service awards; and (6) attorneys' fees and litigation expenses.

- Documented Monetary Losses: reimbursement for certain documented losses, i.e., money spent, or fees incurred for documented out-of-pocket losses with supporting documentation related to the Incident (up to \$10,000);
- Pro Rata Cash Payment: In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the amount estimated by Class Counsel of \$100. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of Valid Claims filed; AND
- 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 three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.
- Business Practice Changes: KTC has taken remedial measures to prevent a similar incident from occurring in the future.

How To Get Benefits. You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required supporting document if you seek reimbursement for a Documented Monetary Loss. You can file your claim online at [www.settlementwebsite.com](http://www.settlementwebsite.com). To file online, your unique Login and Password is required to access the form (listed above). You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit it by mail.

Your Other Options: If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will be bound by the terms of this Settlement Agreement and you will release any claim you may have (as defined in the Settlement Agreement) related to the KTC Holding Company data Incident, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **DATE**, as more fully described in the Settlement Agreement, available on the Settlement Website.

The Fairness Hearing: The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Judge Cristina D. Silva of the United States District Court for the District of Nevada, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, to consider: (i) whether to approve the Settlement; (ii) whether to approve service awards of \$2,500 per named plaintiff (\$5,000 total), attorneys' fees up to \$260,000, and documented litigation expenses up to \$20,000; and (iii) any objections. You or your attorney (should you choose to hire one) may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the settlement website for details.

# EXHIBIT B

**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**

<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>DATE</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	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 <b>DATE</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Claims Administrator explaining why you do not agree with the Settlement. The deadline to object is <b>DATE</b> .
<b>ATTEND THE FINAL FAIRNESS HEARING</b>	You or your attorney may attend and speak about your objection at the Final Fairness Hearing. The Final Fairness Hearing will be held on <b>DATE</b> .
<b>DO NOTHING</b>	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.settlementwebsite.com](http://www.settlementwebsite.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 a 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 and Class Representatives Kevin Meagher and Rebecca Dawson, sues 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.settlementwebsite.com](http://www.settlementwebsite.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 XXX-XXX-XXXX, by emailing [email@rg2claims.com](mailto:email@rg2claims.com), or by visiting the Settlement Website located at [www.settlementwebsite.com](http://www.settlementwebsite.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 Out-of-Pocket Expenses and/or 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.settlementwebsite.com](http://www.settlementwebsite.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.settlementwebsite.com](http://www.settlementwebsite.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-XXX-XXX-XXXX, and submit by mail.

All Claim Forms must be submitted no later than **DATE**.

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled **MONTH DD, 20YY, at X:XX a.m./p.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 Kennedy M. Brian and 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.settlementwebsite.com](http://www.settlementwebsite.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.settlementwebsite.com](http://www.settlementwebsite.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 **DATE** to the following address:

KTC Holding Company Data Settlement  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
Email@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 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, postmarked no later than **DATE**.

## 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 **MONTH DD, 20YY, at X:XX a.m./p.m.**, at the **Location**. 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 award to Plaintiffs.

The location, date and time of the Final Fairness Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, **www.settlementwebsite.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.settlementwebsite.com](http://www.settlementwebsite.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.settlementwebsite.com](http://www.settlementwebsite.com), call 1-XXX-XXX-XXXX, or email [email@rg2claims.com](mailto:email@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**

# EXHIBIT C

**CLAIM FORM**

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

**United States District Court for the District of Nevada**

**Claims must be postmarked no later than **DATE**. You may also submit a Claim Form online no later than **DATE**.**

This claim form should be filled out online or submitted by mail if you were sent notice that your personal information was potentially accessible by an unauthorized third-party who gained access to KTC Holding Company's systems (the "Data Incident") in March 2024.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, **www.settlementwebsite.com**, or call **1-XXX-XXX-XXXX** for more information.

The Settlement establishes a \$780,000 settlement fund to compensate Settlement Class Members for their Documented Monetary Losses, a Pro Rata Cash Payment, and/or Credit Monitoring, as well as for the costs of notice and administration, certain taxes, service award payment(s), and attorneys' fee awards and costs as awarded by the Court.

You can submit a claim for Documented Monetary Losses as a result of the Data Incident and/or a claim for a Pro Rata Cash Payment. You may get a check or electronic payment if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment. You can also submit a claim for Credit Monitoring services.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. The deadline to submit this claim form online (or have it postmarked for mailing) is **DATE**.

**1. SETTLEMENT CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**2. CLASS MEMBERSHIP.**

☐ Please check this box if you received a Notice related to this class action settlement, and you have your unique Notice ID.

**Notice ID** (Included on the mailed Notice, if known): \_\_\_\_\_

☐ Please check this box if you have not received a Notice but believe that you should be included in the Settlement Class. You must provide documentation demonstrating that you were impacted by the Data Incident and that you are a Settlement Class Member.



### 3. MONETARY REIMBURSEMENT

Check the box for each category of benefits you would like to claim. **You may submit a claim for one or more of these benefits, including a payment for Documented Monetary Losses, a Pro Rata Cash Payment, and/or Credit Monitoring Services.**

Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described below.

**a. Documented Monetary Losses resulting from the Data Incident:**

- ☐ **Check this box if you wish to submit a claim for Documented Monetary Losses.** All Settlement Class Members may submit a claim for up to ten thousand dollars and zero cents (\$10,000.00) for actual, documented, and unreimbursed monetary losses occurring between March 1, 2024, and the date the Claim is submitted, that are fairly traceable to the Data Incident, to be paid out of the Settlement Fund.

**Total amount for this category \$ \_\_\_\_\_** (not more than \$10,000)

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 their 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.

**b. Pro Rata Cash Payment:**

- ☐ **Check this box if you wish to submit a claim for a Pro Rata Cash Payment.** All Settlement Class Members may claim a pro rata cash payment in the amount estimated by Class Counsel of \$100. The payments will 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 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.

**c. Credit Monitoring:**

- ☐ **Check this box if you wish to receive two (2) years of three-bureau Credit Monitoring.**

### 4. PAYMENT PREFERENCE:

☐ Check here if you would like to receive payment for your approved claim, if any, via electronic means.

Please provide the email address for an electronic payment notification:

\_\_\_\_\_

**5. CERTIFICATION:**

By signing my name below, I swear and affirm subject to the laws of my state that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**6. MAIL YOUR CLAIM FORM OR SUBMIT YOUR CLAIM FORM ONLINE.**

This claim form must be postmarked by **DATE** and mailed to: **KTC Holding Company Data Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479**; OR emailed by midnight on **DATE to email address**; OR submitted through the Settlement Website by midnight on **DATE** at: **[www.settlementwebsite.com](http://www.settlementwebsite.com)**.

# EXHIBIT D

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA  
LAS VEGAS**

**KEVIN MEAGHER and REBECCA  
DAWSON** on behalf of themselves and on  
behalf of all other similarly situated individuals,

Plaintiffs,

v.

**KTC HOLDING COMPANY F/K/A THE  
KINGDOM TRUST COMPANY,**

Defendant.

Case No. 2:24-cv-01630-CDC-MDC

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. ) (the "Motion"), the Settlement Agreement (ECF No. ) between Plaintiffs and Defendant KTC Holding Company f/k/a The Kingdom Trust Company ("KTC" or "Defendant") (including its exhibits), and the Declaration of Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. ).<sup>1</sup>

Having fully considered the issue; the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals who were sent a notice of data breach letter from Defendant concerning the Data Incident discovered by Defendant on or around March 1, 2024.

<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement (ECF No. ), unless otherwise indicated.

1  
2 The Settlement Class specifically excludes: Defendant KTC, any entity in which Defendant  
3 has a controlling interest, and Defendant's officers, directors, legal representatives, successors,  
4 subsidiaries, and assigns. Also excluded from the Settlement Class is any judge, justice, or judicial  
5 officer presiding over this matter and members of their immediate families and their judicial staff.

6 Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is  
7 justified. The Court finds that it will likely be able to approve the proposed Settlement as fair,  
8 reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement  
9 Class for purposes of judgment on the Settlement because it meets all the requirements of Rule  
10 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes  
11 that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would  
12 be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c)  
13 the claims of the Class Representative are typical of and arise from the same operative facts and  
14 the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d)  
15 the Class Representative will fairly and adequately protect the interests of the Settlement Class as  
16 the Class Representative has no interests antagonistic to or in conflict with the Settlement Class  
17 and has retained experienced and competent counsel to prosecute this Litigation on behalf of the  
18 Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate  
19 over any questions affecting only individual members; and (f) a class action and class settlement  
20 is superior to other methods available for a fair and efficient resolution of this Litigation.

21 2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds  
22 that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as  
23 the Class Representatives. Additionally, the Court finds that William B. Federman and Kennedy  
24 M. Brian of Federman & Sherwood will likely satisfy the requirements of Rule 23(e)(2)(A) and  
25 should be appointed as Class Counsel pursuant to Rule 23(g)(1).

26 3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the  
27 Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the  
28

1 Settlement Class and accordingly is preliminarily approved. In making this determination, the  
2 Court has considered the monetary and non-monetary benefits provided to the Settlement Class  
3 through the Settlement, the specific risks faced by the Settlement Class in prevailing on their  
4 claims, the good faith, arms' length negotiations between the Parties and absence of any collusion  
5 in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement  
6 Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement  
7 treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and  
8 relevant case law.

9 4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C.  
10 § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in  
11 this District pursuant to 28 U.S.C. § 1391(b).

12 5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on  
13 [REDACTED], 2026, at 333 Las Vegas Blvd. South, Las Vegas, NV 89101,  
14 where the Court will determine, among other things, whether: (a) this action should be finally  
15 certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b)  
16 the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant  
17 to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms  
18 of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly  
19 excluded themselves from the Settlement) should be bound by the releases set forth in the  
20 Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs,  
21 and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the  
22 Class Representatives for Service Awards should be approved.

23 6. **Claims Administrator.** The Court appoints RG/2 Claims Administration LLC as  
24 the Claims Administrator, with responsibility for class notice and settlement administration. The  
25 Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The  
26 Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

27 7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the  
28

1 Notices and Claim Form attached to the Settlement Agreement as exhibits are hereby approved.  
2 Non-material modifications to these Exhibits may be made by the Claims Administrator in  
3 consultation and agreement with the Parties, but without further order of the Court.

4 8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and  
5 method of giving Notice to the Settlement Class as described in the notice program and the  
6 Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the  
7 Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement  
8 Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their  
9 rights under the proposed Settlement, including, but not limited to, their rights to object to or  
10 exclude themselves from the proposed Settlement and other rights under the terms of the  
11 Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all  
12 Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable  
13 requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the  
14 requirements of the Due Process Clause(s) of the United States. The Court further finds that the  
15 Notice provided for in the Settlement Agreement is written in plain language, uses simple  
16 terminology, and is designed to be readily understandable by Settlement Class Members.

17 The Claims Administrator is directed to carry out the Notice program in conformance with  
18 the Settlement Agreement.

19 9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded  
20 from the Settlement Class must individually sign and timely submit written notice of such intent  
21 to the designated Post Office box established by the Claims Administrator in the manner provided  
22 in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the  
23 Settlement Class in accordance with the terms of the Settlement Agreement. To be effective, such  
24 requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than  
25 **sixty (60) days** after the Notice Deadline, as stated in the Notice. The Claims Administrator shall  
26 promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and  
27 valid requests for exclusion (the "Opt-Out List").  
28

1 If a Final Order and Judgment is entered, all Persons falling within the definition of the  
2 Settlement Class who do not request to be excluded from the Settlement Class shall be bound by  
3 the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit  
4 valid and timely notices of their intent to be excluded from the Settlement Class shall not receive  
5 any cash benefits of and/or be bound by the terms of the Settlement Agreement.

6 10. **Objections and Appearances.** A Settlement Class Member (who does not submit  
7 a timely written request for exclusion) desiring to object to the Settlement Agreement may submit  
8 a timely written notice of his or her objection by the Objection Date and as stated in the Notice.  
9 The Notice shall instruct Settlement Class Members who wish to object to the Settlement  
10 Agreement to send their written objections to the Claims Administrator at the address indicated in  
11 the Postcard Notice and Long Notice. The Notice shall advise Settlement Class Members of the  
12 deadline for submission of any objections—the “Objection Date.” Any such notices of an intent to  
13 object to the Settlement Agreement must be written and must include all of the following: (a) the  
14 objector’s full name, address, telephone number, and e-mail address (if any); (b) information  
15 identifying the objector as a Settlement Class Member, including proof that the objector is a  
16 member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);  
17 (c) a written statement of all grounds for the objection, accompanied by any legal support for the  
18 objection the objector believes applicable; (d) a statement as to whether the objection applies only  
19 to the objector, to a specific subset of the class, or to the entire class; (e) the identity of any and all  
20 counsel representing the objector in connection with the objection; (f) a statement as to whether  
21 the objector and/or his or her counsel will appear at the Final Fairness Hearing; (g) a list of all  
22 settlements to which the objector and/or their counsel have objected in the preceding three (3)  
23 years; and (h) the objector’s signature and the signature of the objector’s duly authorized attorney  
24 or other duly authorized representative (along with documentation setting forth such  
25 representation). To be timely, written notice of an objection must be postmarked by the Objection  
26 Deadline and mailed to the designated Post Office box established by the Claims Administrator  
27 and mailed to the clerk of the United States District Court for the District of Nevada, Las Vegas.  
28



1 It must also contain the case name and docket number—*Kevin Meagher and Rebecca Dawson v.*  
2 *KTC Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630.

3 Any Settlement Class Member who fails to comply with the requirements for objecting  
4 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object  
5 to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and  
6 by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement  
7 Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge  
8 to the Settlement Agreement or the “Final Approval Order and Judgment” to be entered upon final  
9 approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not  
10 through a collateral attack.

11 11. **Claims Process.** Settlement Class Counsel and Defendant have created a process  
12 for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily  
13 approves this process and directs the Claims Administrator to make the Claim Form or its  
14 substantial equivalent available to Settlement Class Members in the manner specified in the  
15 Notice.

16 The Claims Administrator will be responsible for effectuating the claims process.  
17 Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in  
18 accordance with the requirement and procedures specified in the Notice and the Claim Form. If  
19 the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit  
20 under the Settlement but fail to submit a claim in accordance with the requirements and procedures  
21 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit,  
22 but will in all other respects be subject to and bound by the provisions in the Final Order and  
23 Judgment, including the releases contained therein.

24 12. **Termination of Settlement.** This Preliminary Approval Order shall become null  
25 and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored  
26 to their respective positions existing before the Court entered this Preliminary Approval Order and  
27 before they entered the Settlement Agreement, if (1) the Court does not issue the Final Approval  
28

Order and Judgment; or (2) the Effective Date does not occur.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

**SETTLEMENT TIMELINE**

Event	Deadline
KTC provides list of Settlement Class Members to the Claims Administrator	Within 7 days of the entry of the Preliminary Approval Order

Notice Deadline	30 days after the entry of the Preliminary Approval Order
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards	14 days before the Objection and Opt-Out Deadlines
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	90 days after the Notice Deadline
Final Fairness Hearing	_____, 2026 (at least 120 days after entry of the Preliminary Approval Order)
Motion for Final Approval	14 days before the Final Fairness Hearing

Date: \_\_\_\_\_

\_\_\_\_\_  
HON. DISTRICT JUDGE

## Certificate Of Completion

Envelope Id: 7A42EBB6-44D0-45F4-A6D0-B0053494156B

Status: Completed

Subject: Complete with Docusign: KTC Settlement Agreement with Exhibits - Execution Copy (Pltfs &amp; F&amp;S Ex...

Source Envelope:

Document Pages: 59

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Sharif Nesheiwat

AutoNav: Enabled

15303 Ventura Boulevard, Suite 1060

Envelopeld Stamping: Enabled

Sherman Oaks, CA 91403

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

sharif.nesheiwat@waofintech.com

IP Address: 173.56.207.161

## Record Tracking

Status: Original

Holder: Sharif Nesheiwat

Location: DocuSign

9/26/2025 10:46:06 AM

sharif.nesheiwat@waofintech.com

## Signer Events

Sharif Nesheiwat

sharif.nesheiwat@waofintech.com

CLCO

WAO Fintech, LLC

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

AE6B026BA52A43F...

Signature Adoption: Pre-selected Style

Using IP Address: 173.56.207.161

## Timestamp

Sent: 9/26/2025 10:48:42 AM

Viewed: 9/26/2025 10:48:50 AM

Signed: 9/26/2025 10:49:08 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

jennifer Torrez

jtorrez@mcdonaldhopkins.com

Counsel

Security Level: Email, Account Authentication  
(None)

Sent: 9/26/2025 10:48:43 AM

Viewed: 9/26/2025 10:49:11 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Miranda Zimmerman

miranda@digitaltrust.com

Digital Trust, LLC

Security Level: Email, Account Authentication  
(None)

Sent: 9/26/2025 10:48:43 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/26/2025 10:48:43 AM
Certified Delivered	Security Checked	9/26/2025 10:48:50 AM
Signing Complete	Security Checked	9/26/2025 10:49:08 AM
Completed	Security Checked	9/26/2025 10:49:08 AM
Payment Events	Status	Timestamps