

Notice of Crystal Bay Casino Data Breach Class Action Settlement

If you received notice from Crystal Bay Casino, LLC that your Personal Information was potentially compromised in the data security Incident disclosed in February 2023, you could get benefits from a class action settlement.

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

Please read this notice carefully and completely, your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A settlement has been proposed in a class action lawsuit against Crystal Bay Casino, LLC. (“Crystal Bay” or “Defendant”). The settlement resolves claims brought by customers impacted by the data incident disclosed in February 2023 and resulting in the potential compromise of customers’ personally identifying information (“PII”) (the “Incident”).
- You may also be eligible to receive an Alternative Cash Payment, currently estimated to be between \$25 and \$50, but increased or decreased depending upon the number of claims filed.
- In lieu of an Alternative Cash Payment, you may be eligible to claim reimbursement for documented monetary losses (maximum payment of up to \$10,000) from the proposed settlement. Monetary losses may include up to 5 hours of time spent dealing with the effects of the Incident, reimbursed at a rate of \$20 per hour. To receive a payment, you must complete and submit a Claim Form.
- You may be eligible to claim 3-years of credit monitoring.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment or Credit Monitoring Services.	Online or Postmarked by June 4, 2024.
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against Crystal Bay for the same claims resolved by this settlement.	Postmarked by May 6, 2024.
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the settlement should be approved. You can also ask to speak to the Court at the hearing on August 5, 2024 about the fairness of the settlement, with or without your own attorney.	Received by May 6, 2024.
DO NOTHING	Get no payment and be bound by the terms of the settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement after any appeals are resolved.

Questions? Go to www.crystalbaysettlement.com or call (833) 463-3472.

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BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you have been identified as a Person who previously received a notice from Crystal Bay mailed in or around February 2023 that your PII may have been accessed or exposed during the data security Incident. Three similarly-situated individuals brought a proposed class action lawsuit against Crystal Bay in 2023, alleging that Crystal Bay was negligent due to its data security practices. Crystal Bay denied the allegations and denied that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A Court authorized this notice because you have a right to know about your rights under the proposed class action settlement before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows, and the pending legal claims against Crystal Bay will be released and dismissed.

This package explains the lawsuit, the settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The case is *Mendoza et al. v. Crystal Bay Casino, LLC*, No. 3:23-cv-00092, currently pending in the United States District Court for the District of Nevada, Reno Division. The Honorable Miranda M. Du, United States District Court Judge, is in charge of this case.

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from a data security incident whereby a cybercriminal gained unauthorized access to certain of Crystal Bay’s computer systems and data resulting in potential access to allegedly sensitive Personal Information associated with current and former Crystal Bay customers. Crystal Bay is a casino and entertainment venue that, in the course of its business, collects personally identifiable information (“PII”) from customers. The lawsuit asserts common law claims against Crystal Bay for alleged negligent data security practices and alleged breach of contract.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The Persons who sued here (Fernando Mendoza, Sophie Mendoza, and Huey Nguyen) are called the Plaintiffs. The entity they sued—Crystal Bay—is called the Defendant.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Representative Plaintiffs and Settlement Class Counsel think the settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the settlement?

The Settlement Class is defined as: “all individuals that received notice from Crystal Bay in or around February 2023, of a data security incident involving their Personal Information.”

There are approximately 93,950 Settlement Class Members.

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Crystal Bay’s officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Claims Administrator, at (833) 462-3472 or you can visit www.crystalbaysettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Under the settlement, Crystal Bay will establish a non-reversionary Settlement Fund in the amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00). These funds will be used to pay for all valid claims made by Settlement Class Members, notice and Administration Costs, Service Awards, and attorneys' fees and costs. In no event shall Crystal Bay pay more than \$675,000.00.

9. What can I get from the settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits.

ALTERNATIVE CASH PAYMENT. As an alternative to filing a claim for reimbursement of Ordinary Losses, Attested Time Spent, or Extraordinary Losses, Settlement Class Members may submit a claim to receive a *pro rata* Alternative Cash Payment from the Net Settlement Fund. It is currently anticipated that this Alternative Cash Payment will be between \$25 and \$50, but this amount will likely increase or decrease depending upon the number of claims filed.

IF YOU SELECT THIS CASH BENEFIT, YOU MAY NOT CLAIM ANY OF THE OTHER MONETARY BENEFITS BELOW, BUT YOU MAY STILL CLAIM CREDIT MONITORING.

Documented Ordinary Losses: Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Incident, up to \$500.00 per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and (iii) 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 out-of-pocket losses reasonably related to the Incident or to mitigating the effects of the Incident. **You must provide proper documentation to make a successful claim for Ordinary Losses.**

Attested Lost Time: A Settlement Class Member who spent time remedying issues related to the Incident can receive reimbursement for up to five (5) hours of lost time at a rate of \$20 per hour with an attestation that they spent the claimed time responding to issues raised by the Incident. No documentation other than an attestation shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Losses subject to the \$500.00 aggregate individual cap. Time spent may include (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incident, its impact, or how to protect themselves from harm due to a data incident.

Documented Extraordinary Losses: Settlement Class Members are eligible for compensation for Extraordinary Losses resulting from the Incident, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incident; (iii) the loss occurred between June 1, 2022 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. **You must provide proper documentation to make a successful claim for Extraordinary Losses.**

CREDIT MONITORING: In addition to either the Alternative Cash Payment or the other monetary benefits, all Settlement Class Members will be offered the opportunity to claim a 3-year membership of 1-bureau Credit Monitoring Services with at least \$1 million in fraud protection. Credit Monitoring and a claim for either an Alternative Cash Payment or monetary losses can be made together.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other Released Parties concerning the claims released by this settlement. The Class Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Class Settlement Agreement can be viewed at www.crystalbaysettlement.com.

How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form by **June 4, 2024**. Claim Forms may be submitted online at www.crystalbaysettlement.com or printed from the settlement website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Claims Administrator will review your claim to determine the validity and amount of your payment.

This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members will be rejected.

Questions? Go to www.crystalbaysettlement.com or call (833) 463-3472.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims. It is anticipated that the Settlement Fund will be sufficient to provide the full amount of the Alternative Cash Payments for all Settlement Class Members – however, should the claims exceed the amount of funds available, payments will be reduced on a *pro rata* basis.

If you are claiming monetary losses under the settlement, you must describe the loss, any out-of-pocket expenses, their amount, and when and why you incurred them. If your claim is for expenses related to a credit freeze, credit monitoring, identity theft protection, similar services, or other expenditure, you must also attest that you incurred those losses in response to the Incident in this case.

Your monetary loss claim must be reasonably documented—you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is reasonably attributable to the Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

To claim reimbursement for time spent dealing with the effects of the Incident, you must merely attest that you spent the time claimed dealing with the effects of the Incident.

13. When will I get my payment?

The Court will hold a hearing on **August 5, 2024**, to decide whether to approve the settlement. Payments will be made after the settlement is approved and becomes Final (meaning there is no appeal from the order approving the settlement). Updates regarding the settlement will be posted on the settlement website, www.crystalbaysettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Thiago M. Coelho of WILSHIRE LAW FIRM, PLC and David K. Lietz of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC represent the Settlement Class. These lawyers are called Settlement Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Settlement Class Counsel plans to ask the Court to award attorneys' fees from the Settlement Fund, not to exceed one third of the Settlement Fund (i.e. not more than \$225,000). Settlement Class Counsel also may petition the Court for their out-of-pocket costs and expenses.

Questions? Go to www.crystalbaysettlement.com or call (833) 463-3472.

The Settlement Class is represented by three named individuals (the “Representative Plaintiffs”). In addition to the benefits that the Representative Plaintiffs will receive as a member of the Settlement Class—and subject to the approval of the Court—Settlement Class Counsel will ask the Court to award a \$1,000 Service Award to each of the Representative Plaintiffs for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Settlement Class Counsel and the proposed Service Awards to the Representative Plaintiffs. Settlement Class Counsel will file an application for fees, expenses, and Service Awards no later than **April 22, 2024**. The application will be available on the settlement website, www.crystalbaysettlement.com, or you can request a copy by contacting the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the settlement?

If you are a Settlement Class Member and you do not want the benefits from the settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may Opt-Out of the settlement by **May 6, 2024**. To Opt-Out, you must send a letter or postcard via U.S. mail to the address below. You should include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Mendoza et al. v. Crystal Bay Casino, LLC*, No. 3:23-cv-00092);
- Your full name, address, telephone number, and signature;
- The words “Requests for Exclusion” at the top of the document or a clear statement that you want to Opt-Out of the settlement.

You must mail your Opt-Out request via First-Class postage prepaid U.S. Mail, postmarked no later than **May 6, 2024**, to:

Crystal Bay Claims Administrator
Mendoza et al. v. Crystal Bay Casino, LLC
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5324

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the settlement, including all releases.

18. If I am a Settlement Class Member and don’t Opt-Out, can I sue the Defendant for the same thing later?

No. You must Opt-Out of the settlement to keep your right to sue Defendant or other Released Parties for any of the claims resolved by the settlement.

19. What happens if I Opt-Out?

If you Opt-Out of the settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the settlement. You will not be bound by the settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you Opt-Out of the settlement you cannot object to this settlement because the settlement no longer affects you. If you object to the settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the settlement?

If you are a Settlement Class Member and you do not Opt-Out of the settlement, you can object to the settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change or order a different settlement; the Court can only approve or deny this settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) Your full name, address, telephone number, and email address (if any);
- b) a clear and detailed written statement that identifies the basis of the specific objection that you assert;
- c) the identity of any counsel representing you;
- d) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e) a statement whether you have received any payment in exchange for making the objection;
- f) your signature and the signature of your duly authorized attorney or other duly authorized representative (if any).

Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

Completed objections must also be submitted via postal mail to the Claims Administrator at the following address. The objection must be filed with the Claims Administrator and must be postmarked – no later than **May 6, 2024**.

Crystal Bay Claims Administrator
Mendoza et al. v. Crystal Bay Casino, LLC
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5324

Questions? Go to www.crystalbaysettlement.com or call (833) 463-3472.

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the settlement. You can object to the settlement only if you are a Settlement Class Member and do not Opt-Out of the settlement. Opting out of the settlement is telling the Court that you don't want to be part of the settlement. If you Opt-Out of the settlement, you cannot object to it because it does not affect you.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) on **August 5, 2024, at 1:30 p.m.** at the United States Courthouse located at 400 S. Virginia Street, Reno, Nevada 89501 before Chief Judge Miranda M. Du. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate; Settlement Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve a Service Awards to the Representative Plaintiffs. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the settlement website, www.crystalbaysettlement.com for updates.

Settlement Class Counsel will file a motion for final approval of the settlement by **July 22, 2024**.

23. Do I have to come to the Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. Notwithstanding the foregoing, it is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you Opt-Out or exclude yourself from the Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this settlement, and you will not be able to sue the Defendant or other Released Parties for the claims released by the Class Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the settlement available?

This notice summarizes the proposed settlement—more details are in the Class Settlement Agreement and other case documents available at www.crystalbaysettlement.com by reviewing the case docket and filings online at

<https://pacer.login.uscourts.gov/csologin/login.jsf?pscCourtId=NVDC&appurl=https://ecf.nvd.uscourts.gov/cgi-bin/showpage.pl?16>

or by visiting the office of the Clerk of the Court for the United States District Court for the District of Nevada 400 S. Virginia Street, Reno, NV 89501 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

27. How do I get more information?

Visit the settlement website, www.crystalbaysettlement.com, where you will find more information, including the Claim Form, a copy of the Class Settlement Agreement, and answers to questions about the settlement and other information to help you determine whether you are eligible for a payment.

Contact the Claims Administrator, Kroll Settlement Administration, LLC, at (833) 462-3472 or by writing to Attn: Crystal Bay Settlement at:

Crystal Bay Claims Administrator
Mendoza et al. v. Crystal Bay Casino, LLC
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5324

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.