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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

JENNIFER MIRANDA and PATRICIA  
TERRY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

GOLDEN ENTERTAINMENT (NV), INC.,

Defendant.

Case No.: 2:20-cv-00534-JAD-DJA

**CLASS ACTION SETTLEMENT  
AGREEMENT**

This Settlement Agreement, dated as of October 8, 2020, is made and entered into by and among the following Settling Parties (as defined below): Jennifer Miranda and Patricia Terry (“Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at BURSOR & FISHER, P.A. (“Proposed Settlement Class Counsel” or “Class Counsel”) and Golden Entertainment (NV), Inc. (“Golden”) (collectively with Plaintiffs, the “Parties”) by and through its counsel of record, Casie Collignon of Baker & Hostetler LLP and Mark E. Ferrario of Greenberg Traurig, LLP. 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 Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Plaintiffs allege that in between May 30, 2019 and October 6, 2019, Golden was the target of a criminal cyberattack in which third-party criminals sent phishing emails to Golden employees in the hopes of gaining access to Golden’s computer systems (“Phishing Attack”). Plaintiffs allege

1 that, as a result of the Phishing Attack, the criminals gained access to Plaintiffs' and Golden's  
2 customers', current and former employees', and vendors' personal information, including  
3 personal information, including names, Social Security numbers, passport numbers, government  
4 ID numbers, driver's license numbers, dates of birth, usernames, passwords, payment card  
5 numbers, expiration dates, card security codes (CVV), financial account numbers, routing  
6 numbers, health insurance information, and health or treatment information ("PII").  
7

8 After discovering the Phishing Attack, Golden notified approximately 17,683 individuals  
9 of the Phishing Attack. These individuals were offered one year of free credit monitoring by  
10 Golden.

11 Individuals received their notices between November 2019 and February 2020. Plaintiff  
12 Miranda received her notice letter in or about December 2019, while Plaintiff Terry received her  
13 notice letter in or about February 2020. On March 16, 2020, Plaintiffs filed this lawsuit asserting  
14 claims against Golden relating to the Phishing Attack Incident (the "Litigation").  
15

16 From the onset of the Litigation, and over the course of several months, the Parties engaged  
17 in settlement negotiations. As a result of these negotiation, the Parties reached a Settlement  
18 Agreement.

19 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution  
20 of all claims and causes of action asserted, or that could have been asserted, against Golden and  
21 the Released Persons (as defined below) relating to the Phishing Attack, by and on behalf of  
22 Representative Plaintiffs and Settlement Class Members (as defined below).  
23

## 24 **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF** 25 **SETTLING**

26 Plaintiffs believe the claims asserted in the Litigation, as set forth in the First Amended  
27 Class Action Complaint, have merit. Plaintiffs and Proposed Co-Lead Settlement Class Counsel  
28 recognize and acknowledge, however, the expense and length of continued proceedings necessary

1 to prosecute the Litigation against Golden through motion practice, trial, and potential appeals.  
2 They have also considered the uncertain outcome and risk of further litigation, as well as the  
3 difficulties and delays inherent in such litigation, especially in complex class actions. Class  
4 Counsel are highly experienced in class action litigation and very knowledgeable regarding the  
5 relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation.  
6 They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable,  
7 and adequate, and in the best interests of the Settlement Class.  
8

9 **III. DENIAL OF WRONGDOING AND LIABILITY**

10 Golden denies each and all of the claims and contentions alleged against it in the Litigation.  
11 Golden denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the  
12 Litigation. Nonetheless, Golden has concluded that further conduct of the Litigation would be  
13 protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in  
14 the manner and upon the terms and conditions set forth in this Settlement Agreement. Golden has  
15 considered the uncertainty and risks inherent in any litigation. Golden has, therefore, determined  
16 that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms  
17 and conditions set forth in this Settlement Agreement.  
18

19 **IV. TERMS OF SETTLEMENT**

20 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among  
21 Plaintiffs, individually and on behalf of the Settlement Class, Proposed Settlement Class Counsel,  
22 and Golden that, subject to the approval of the Court, the Litigation and the Released Claims shall  
23 be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with  
24 prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members,  
25 except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon  
26 and subject to the terms and conditions of this Settlement Agreement, as follows:  
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1           **1.     Definitions**

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

4           1.1     “Agreement” or “Settlement Agreement” means this agreement.

5           1.2     “Valid Claims” means Settlement Claims in an amount approved by the Claims  
6 Administrator or found to be valid through the claims processing and/or Dispute Resolution  
7 process.

8           1.3     “Claims Administration” means the processing and payment of claims received  
9 from Settlement Class Members by the Claims Administrator.

10           1.4     “Claims Administrator” means Heffler Claims, a company experienced in  
11 administering class action claims generally and specifically those of the type provided for and  
12 made in data breach litigation.

13           1.5     “Claims Deadline” means the postmark and/or online submission deadline for valid  
14 claims pursuant to ¶ 2.1.

15           1.6     “Costs of Claims Administration” means all actual costs associated with or arising  
16 from Claims Administration.

17           1.7     “Court” means the United States District Court for the District of Nevada.

18           1.8     “Dispute Resolution” means the process for resolving disputed Settlement Claims  
19 as set forth in this Agreement.

20           1.9     “Effective Date” means the first date by which all of the events and conditions  
21 specified in ¶ 1.10 herein have occurred and been met.

22           1.10    “Final” means the occurrence of all of the following events: (i) the settlement  
23 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a  
24 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal  
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1 from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the  
2 Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be  
3 taken, and such dismissal or affirmance has become no longer subject to further appeal or review.  
4 Notwithstanding the above, any order modifying or reversing any attorneys' fee award or  
5 incentive award made in this case shall not affect whether the Judgment is "Final" as defined  
6 herein or any other aspect of the Judgment.  
7

8 1.11 "Judgment" means a judgment rendered by the Court.

9 1.12 "Long Notice" means the long form notice of settlement posted on the Settlement  
10 Website, substantially in the form as shown in Exhibit 2 to the Declaration of Yitzchak Kopel in  
11 Support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action  
12 Settlement.  
13

14 1.13 "Objection Date" means the date by which Settlement Class Members must mail  
15 their objection to the Settlement for that objection to be effective. The postmark date shall  
16 constitute evidence of the date of mailing for these purposes.

17 1.14 "Opt-Out Date" means the date by which Settlement Class Members must mail  
18 their requests to be excluded from the Settlement Class for that request to be effective. The  
19 postmark date shall constitute evidence of the date of mailing for these purposes.  
20

21 1.15 "Person" means an individual, corporation, partnership, limited partnership,  
22 limited liability company or partnership, association, joint stock company, estate, legal  
23 representative, trust, unincorporated association, government or any political subdivision or  
24 agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors,  
25 successors, representatives, or assignees.

26 1.16 "Preliminary Approval Order" means the order preliminarily approving the  
27 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling  
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1 Parties' proposed form of Preliminary Approval Order will be attached an Exhibit to Plaintiffs'  
2 Unopposed Motion for Preliminary Approval of the Class Action Settlement.

3 1.17 "Proposed Settlement Class Counsel," "Plaintiffs' Counsel" and "Class Counsel"  
4 means Yitzchak Kopel and Max S. Roberts of BURSOR & FISHER, P.A.

5 1.18 "Related Entities" means Golden's respective past or present parents, subsidiaries,  
6 divisions, and related or affiliated entities, and each of their respective predecessors, successors,  
7 directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes,  
8 without limitation, any Person related to any such entity who is, was or could have been named as  
9 a defendant in any of the actions in the Litigation, other than any Person who is found by a court  
10 of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting  
11 the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any  
12 such charge.  
13

14 1.19 "Released Claims" shall collectively mean any and all past, present, and future  
15 claims and causes of action including, but not limited to, any causes of action arising under or  
16 premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any  
17 country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all  
18 similar statutes in effect in any states in the United States as defined below; violations of Nevada's  
19 Data Breach Law, NRS §§ 603A.010, *et seq.*, and all similar statutes in effect in any states in the  
20 United States; violations of the Nevada Deceptive Trade Practices Act, NRS § 598.0903, *et seq.*,  
21 and similar state consumer-protection statutes; negligence; negligence *per se*; breach of contract;  
22 breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy;  
23 fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;  
24 wantonness; failure to provide adequate notice pursuant to any breach notification statute or  
25 common law duty; and including, but not limited to, any and all claims for damages, injunctive  
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1 relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment  
2 interest, credit monitoring services, the creation of a fund for future damages, statutory damages,  
3 punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a  
4 receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or  
5 contingent, direct or derivative, and any other form of legal or equitable relief that either has been  
6 asserted, was asserted, or could have been asserted, by any Settlement Class Member against any  
7 of the Released Persons based on, relating to, concerning or arising out of the Phishing Attack and  
8 alleged theft of payment card data or other personal information or the allegations, transactions,  
9 occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released  
10 Claims shall not include the right of any Settlement Class Member or any of the Released Persons  
11 to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include  
12 the claims of Settlement Class Members who have timely excluded themselves from the Settlement  
13 Class.  
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15  
16 1.20 "Released Persons" means Golden and its Related Entities and each of their past  
17 or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their  
18 respective predecessors, successors, directors, officers, employees, principals, agents, attorneys,  
19 insurers, and reinsurers.

20  
21 1.21 "Plaintiffs" and "Representative Plaintiffs" mean Jennifer Miranda and Patricia  
22 Terry.

23 1.22 "Phishing Attack" means the phishing attack perpetrated on Golden by criminal  
24 actors between May 30, 2019 and October 6, 2019, which may have allowed unauthorized third  
25 parties to access the PII of Golden's customers, current and former employees, and vendors.

26 1.23 "Settlement Claim" means a claim for settlement benefits made under the terms of  
27 this Settlement Agreement.  
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1           1.24   “Settlement Class” means all persons who were notified by mail of the Phishing  
2   Attack announced by Golden in 2019. The Settlement Class specifically excludes: (i) Golden and  
3   its respective officers and directors; (ii) all Settlement Class Members who timely and validly  
4   request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of  
5   this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty  
6   under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the  
7   Phishing Attack or who pleads *nolo contendere* to any such charge.  
8

9           1.25   “Settlement Class Member(s)” means a Person(s) who falls within the definition  
10   of the Settlement Class.

11           1.26   “Settling Parties” means, collectively, Golden and Plaintiffs, individually and on  
12   behalf of the Settlement Class.

13           1.27   “Short Notice” means the short notice of the proposed class action settlement,  
14   substantially in the form as shown in Exhibit 3 to the Declaration of Yitzchak Kopel in Support  
15   of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement. The  
16   Short Notice will direct recipients to the Settlement Website and inform Settlement Class  
17   Members, *inter alia*, of the Claims Deadline, the Opt-Out and Objection Deadline, and the date of  
18   the Final Fairness Hearing.  
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20           1.28   “Unknown Claims” means any of the Released Claims that any Settlement Class  
21   Member, including any Plaintiffs, does not know or suspect to exist in his/her favor at the time of  
22   the release of the Released Persons that, if known by him or her, might have affected his or her  
23   settlement with, and release of, the Released Persons, or might have affected his or her decision  
24   not to object to and/or to participate in this Settlement Agreement. With respect to any and all  
25   Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs  
26   intend to and expressly shall have, and each of the other Settlement Class Members intend to and  
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1 shall be deemed to have, and by operation of the Judgment shall have, waived the provisions,  
2 rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions,  
3 rights, and benefits conferred by any law of any state, province, or territory of the United States  
4 (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. §  
5 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11),  
6 which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

24 1.29 “United States” as used in this Settlement Agreement includes the District of  
25 Columbia and all territories.

## 26 2. Settlement Benefits

27 2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid  
28 Claim using the Claim Form are eligible for the following documented out-of-pocket expenses,

1 not to exceed \$200 per Settlement Class Member, that were incurred as a result of the Phishing  
2 Attack: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed  
3 overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late  
4 fees; (vi) unreimbursed over-limit fees; (vii) long distance telephone charges; (viii) cell minutes  
5 (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data  
6 usage and incurred solely as a result of the Phishing Attack), and text messages (if charged by the  
7 message and incurred solely as a result of the Phishing Attack); (ix) unreimbursed charges from  
8 banks or credit card companies; (x) interest on payday loans due to card cancellation or due to  
9 over-limit situation incurred solely as a result of the Phishing Attack; (xi) costs of credit report(s)  
10 purchased by Settlement Class Members between November 13, 2017 and the date of the  
11 Preliminary Approval Order (with affirmative statement by Settlement Class Member that it was  
12 purchased primarily because of the Data Incident); and (xii) other losses incurred by Settlement  
13 Class Members determined by the Settlement Administrator to be fairly traceable to the Phishing  
14 Attack. To receive reimbursement for any of the above-referenced out-of-pocket expenses,  
15 Settlement Class Members must submit (i) their name and current address; (ii) supporting  
16 documentation of such out-of-pocket expenses; and (iii) a description of the loss, if not readily  
17 apparent from the documentation. Golden shall reimburse Settlement Class Members for up to,  
18 but not exceeding, \$250,000 in the aggregate for documented out of pocket losses. To the extent  
19 that the total out-of-pocket expenses claimed exceeds \$250,000, each Settlement Class Member's  
20 claim will be reduced on a *pro rata* basis.

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24 Settlement Class Members are also eligible to receive up to three hours of lost time spent  
25 dealing with issues arising out of the Phishing Attack (calculated at the rate of \$15 per hour).  
26 Settlement Class Members must have spent at least one (1) half-hour dealing with issues arising  
27 out of the Phishing Attack. All partial hour increments shall be rounded to the nearest whole hour  
28

1 (i.e., an individual who spent 1.2 hours responding to the Phishing Attack would receive  
2 compensation for one hour, while an individual who spent 1.5 hours responding to the Phishing  
3 Attack would receive compensation for two hours). The Settlement Class Member must attest on  
4 the Claim Form to the time spent. No documentation other than a description of their actions shall  
5 be required for Settlement Class Members to receive compensation for attested time. Claims made  
6 for lost time can be combined with claims made for out-of-pocket expenses and, together with the  
7 out-of-pocket expenses, are subject to the \$200 cap for individuals. Claims for lost time will not  
8 apply to the \$250,000 cap on out-of-pocket expenses.

10 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and  
11 submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before  
12 the 90th day after commencement of mailing notice to Settlement Class Members as set forth in ¶  
13 3.2. The notice to the class will specify this deadline and other relevant dates described herein.  
14 The Claim Form must be verified by the Settlement Class Member with a statement that his or her  
15 claim is true and correct, to the best of his or her knowledge and belief, and is being made under  
16 penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit  
17 reasonable documentation that the out-of-pocket expenses and charges claimed were both actually  
18 incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation  
19 of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in  
20 denial of a claim. No documentation is needed for lost-time expenses. Disputes as to claims  
21 submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.4.

24 2.2 Credit Monitoring. All Settlement Class Members who submit a Valid Claim  
25 using the Claim Form are eligible for one year of free “Identity Guard Total powered by IBM  
26 Watson.” For Settlement Class Members who opted to receive the one year of credit monitoring  
27 initially offered by Golden, as described above, this credit monitoring shall be in addition to that  
28

1 year. “Identity Guard Total powered by IBM Watson” includes, at least, the following, or similar,  
2 services:

- 3 a) Up to \$1 Million Dollars reimbursement insurance from AIG covering  
4 losses due to identity theft and stolen funds;
- 5 b) Three bureau credit monitoring providing notice of certain changes to the  
6 enrolled Participating Settlement Class member’s credit profile, including,  
7 at least, two-credit bureau inquiry alerts in real-time;
- 8 c) Real time authentication alerts, in as little as three seconds, when someone  
9 attempts to make a change to enrolled Participating Settlement Class  
10 members’ personal account information within Identity Guard’s network;
- 11 d) LexisNexis authentication alerts utilizing LexisNexis’ database of legal,  
12 governmental and newsworthy incidents;
- 13 e) Alerts based on searches of payday-loan providers and court records and  
14 monitoring of the top ten largest U.S. financial institutions, for attempted  
15 or actual fraudulent use of the enrolled Participating Settlement Class  
16 members’ information;
- 17 f) Online income tax filing alerts provided by LexisNexis;
- 18 g) Dark web monitoring that will provide notification if an enrolled  
19 Participating Settlement Class member’s information such as social  
20 security number, credit card numbers, financial account numbers, and  
21 health insurance number are found on the dark web;
- 22 h) Threat alerts powered by IBM “Watson’s” artificial intelligence of  
23 potential threats relevant to the enrolled Participating Settlement Class  
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1 members found by IBM Watson’s artificial intelligence, for instance:  
2 breaches, phishing scams, and malware vulnerabilities;

- 3 i) Customer support and victim assistance provided by Identity Guard®;
- 4 j) Anti-phishing applications for iOS & Android mobile devices; and
- 5 k) Safe browsing software for personal computers and Macs to help protect  
6 the enrolled Participating Settlement Class member’s computer(s) against  
7 malicious content with an add-on for Safari, Chrome, and Firefox web  
8 browsers that delivers proactive malware protection by blocking various  
9 malware delivery channels including phishing, malvertisements, and flash  
10 (the extension also blocks content and tracking cookies to help protect  
11 personal information).

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14 2.3 Dispute Resolution for Claims.

15 2.3.1 The Claims Administrator, in its sole discretion to be reasonably  
16 exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant  
17 has provided all information needed to complete the Claim Form, including any documentation  
18 that may be necessary to reasonably support the out-of-expenses described in ¶ 2.1; and (3) the  
19 information submitted could lead a reasonable person to conclude that more likely than not the  
20 claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator  
21 may, at any time, request from the claimant, in writing, additional information as the Claims  
22 Administrator may reasonably require in order to evaluate the claim, e.g., documentation  
23 requested on the Claim Form, information regarding the claimed losses, available insurance and  
24 the status of any claims made for insurance benefits, and claims previously made for identity theft  
25 and the resolution thereof. For any such Claims that the Claims Administrator determines to be  
26 implausible, the Claims Administrator will submit those Claims to the Settling Parties (one  
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1 Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs). If the Settling Parties do  
2 not agree with the Claimant's Claim, after meeting and conferring, then the Claim shall be referred  
3 for resolution to the claim referee, to be selected by the Parties if needed. Any costs associated  
4 with work performed by the claims referee shall be paid by Golden.

5  
6 2.3.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim  
7 Form that is not accompanied by sufficient documentation to determine whether the claim is  
8 facially valid, the Claims Administrator shall request additional information and give the claimant  
9 thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the  
10 claim will be deemed invalid and there shall be no obligation to pay the claim.

11 2.3.3 Following receipt of additional information requested by the Claims  
12 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser  
13 amount, or reject each claim. If, after review of the claim and all documentation submitted by the  
14 claimant, the Claims Administrator determines that such a claim is facially valid, then the claim  
15 shall be paid. If the claim is not facially valid because the claimant has not provided all  
16 information needed to complete the Claim Form and evaluate the claim, then the Settlement  
17 Administrator may reject the claim without any further action. If the claim is rejected in whole or  
18 in part, for other reasons, then the claim shall be referred to the claims referee.

19  
20 2.3.4 Settlement Class Members shall have thirty (30) days from receipt  
21 of the offer to accept or reject any offer of partial payment received from the Claims  
22 Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the  
23 Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and  
24 make a final determination. If the claimant approves the final determination, then the approved  
25 amount shall be the amount to be paid. If the claimant does not approve the final determination  
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1 within thirty (30) days, then the dispute will be submitted to the claims referee within an additional  
2 ten (10) days.

3                   2.3.5           If any dispute is submitted to the claims referee, the claims referee  
4 may approve the Claims Administrator’s determination by making a ruling within fifteen (15)  
5 days. The claims referee may make any other final determination of the dispute or request further  
6 supplementation of a claim within thirty (30) days. The claims referee’s determination shall be  
7 based on whether the claims referee is persuaded that the claimed amounts are reasonably  
8 supported in fact and were more likely than not caused by the Phishing Attack. The claims referee  
9 shall have the power to approve a claim in full or in part. The claims referee’s decision will be  
10 final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate  
11 with the claims referee, including by either providing supplemental information as requested or,  
12 alternatively, signing an authorization allowing the claims referee to verify the claim through  
13 third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The  
14 claims referee shall make a final decision within thirty (30) days of receipt of all supplemental  
15 information requested.  
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18                   2.4           Settlement Expenses. All costs for notice to the Settlement Class as required  
19 under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of  
20 Dispute Resolution described in ¶ 2.4, shall be paid by Golden.  
21

22                   2.5           Settlement Class Certification. The Settling Parties agree, for purposes of this  
23 settlement only, to the certification of the Settlement Class. If the settlement set forth in this  
24 Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated  
25 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and  
26 the certification of the Settlement Class provided for herein, will be vacated and the Litigation  
27 shall proceed as though the Settlement Class had never been certified, without prejudice to any  
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1 Person's or Settling Party's position on the issue of class certification or any other issue. The  
2 Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to  
3 any position asserted by the Settling Parties in any other proceeding, case or action, as to which  
4 all of their rights are specifically preserved.

5 **3. Order of Preliminary Approval and Publishing of Notice of Fairness**  
6 **Hearing**

7 3.1. As soon as practicable after the execution of the Settlement Agreement (and no  
8 later than October 12, 2020), Proposed Co-Lead Settlement Class Counsel and counsel for Golden  
9 shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion  
10 for preliminary approval of the settlement with the Court requesting entry of a Preliminary  
11 Approval Order in the form to be agreed upon by the parties, or an order substantially similar to  
12 such form in both terms and cost, requesting, *inter alia*:

- 14 a) certification of the Settlement Class for settlement purposes only pursuant  
15 to ¶ 2.5;
- 16 b) preliminary approval of the Settlement Agreement as set forth herein;
- 17 c) appointment of Proposed Co-Lead Settlement Class Counsel as Co-Lead  
18 Settlement Class Counsel;
- 19 d) appointment of Plaintiffs as Class Representatives;
- 20 e) approval of a customary form of Short Notice to mailed to Settlement  
21 Class Members in a form substantially similar to the one attached as  
22 Exhibit 3 to Plaintiffs' Unopposed Motion for Preliminary Approval of  
23 the Class Action Settlement;
- 24 f) approval of the Long Notice to be posted on the Settlement Website in a  
25 form substantially similar to the one attached as Exhibit 2 to Plaintiffs'  
26 Unopposed Motion for Preliminary Approval of the Class Action  
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1 Settlement, which, together with the Short Notice, shall include a fair  
2 summary of the parties' respective litigation positions, the general terms  
3 of the settlement set forth in the Settlement Agreement, instructions for  
4 how to object to or opt-out of the settlement, the process and instructions  
5 for making claims to the extent contemplated herein, and the date, time  
6 and place of the Final Fairness Hearing; and  
7

8 g) appointment of Heffler Claims as the Claims Administrator.

9 The Short Notice and Long Notice have been reviewed and approved by the Claims  
10 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the  
11 Court for approval.

12 3.2 Golden shall pay for providing notice to the Settlement Class in accordance with  
13 the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims  
14 Administration. Attorneys' fees, costs, and expenses of Proposed Co-Lead Settlement Class  
15 Counsel and Plaintiffs' Counsel, and incentive awards to Class Representatives, as approved by  
16 the Court, shall be paid by Golden as set forth in ¶ 7 below. Notice shall be provided to Settlement  
17 Class Members by the Claims Administrator as follows:  
18

19 a) *Class Member Information*: No later than fourteen (14) days after entry of the  
20 Preliminary Approval Order, Golden shall provide the Claims Administrator with  
21 the name and last known physical address of each Settlement Class Member  
22 (collectively, "Class Member Information") that Golden possesses.

23  
24 b) No later than fourteen (14) days after entry of the Preliminary Approval Order,  
25 Golden shall provide Class Counsel with a declaration stating the total number of  
26 class members, the total number of class members for whom postal addresses have  
27 been identified, and detailing its exhaustive search to identify all Settlement Class  
28

1 Members affected by the Phishing Attack. Golden shall not be required to disclose  
2 identifying information for Settlement Class Members to Plaintiffs or Class  
3 Counsel.

4 c) The Class Member Information and its contents shall be used by the Claims  
5 Administrator solely for the purpose of performing its obligations pursuant to this  
6 Agreement and shall not be used for any other purpose at any time. Except to  
7 administer the Settlement as provided in this Agreement, or provide all data and  
8 information in its possession to the Settling Parties upon request, the Claims  
9 Administrator shall not reproduce, copy, store, or distribute in any form, electronic  
10 or otherwise, the Class Member Information.

11 d) *Settlement Website:* Prior to the dissemination of the Class Notice, the Claims  
12 Administrator shall establish the Settlement Website that will inform Settlement  
13 Class Members of the terms of this Agreement, their rights, dates and deadlines  
14 and related information. The Settlement Website shall include, in .pdf format and  
15 available for download, the following: (i) the Long Form Notice; (ii) the Claim  
16 Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative  
17 First Amended Class Action Complaint filed in the Litigation; and (vi) any other  
18 materials agreed upon by the Parties and/or required by the Court. The Settlement  
19 Website shall provide Class Members with the ability to complete and submit the  
20 Claim Form electronically.

21 e) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval  
22 Order and to be substantially completed not later than forty-five (45) days after  
23 entry of the Preliminary Approval Order, and subject to the requirements of this  
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1 Agreement and the Preliminary Approval Order, the Claims Administrator will  
2 provide notice to the Settlement Class as follows:

- 3 • via mail to the postal address provided when the Settlement Class Members  
4 conducted transactions with Golden. Before any mailing under this  
5 Paragraph occurs, the Claims Administrator shall run the postal addresses  
6 of Settlement Class Members through the United States Postal Service  
7 (“USPS”) National Change of Address database to update any change of  
8 address on file with the USPS;
- 9 • in the event that a Short Notice is returned to the Claims Administrator by  
10 the USPS because the address of the recipient is no longer valid, and the  
11 envelope contains a forwarding address, the Claims Administrator shall re-  
12 send the Short Notice to the forwarding address within seven (7) days of  
13 receiving the returned Summary Notice;
- 14 • in the event that subsequent to the first mailing of a Short Notice, and at  
15 least fourteen (14) days prior to the Opt-Out and Objection Deadline, a  
16 Summary Notice is returned to the Claims Administrator by the USPS  
17 because the address of the recipient is no longer valid, i.e., the envelope is  
18 marked “Return to Sender” and does not contain a new forwarding address,  
19 the Claims Administrator shall perform a standard skip trace, in the manner  
20 that the Claims Administrator customarily performs skip traces, in an effort  
21 to attempt to ascertain the current address of the particular Settlement Class  
22 Member in question and, if such an address is ascertained, the Claims  
23 Administrator will re-send the Class Notice within seven (7) days of  
24 receiving such information. This shall be the final requirement for mailing.  
25  
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- 1 f) Publishing, on or before the Notice Date, the Short Notice, Claim Form, and Long  
2 Notice on the Settlement Website, as specified in the Preliminary Approval Order,  
3 and maintaining and updating the website throughout the claim period;
- 4 g) A toll-free help line shall be made available to provide Settlement Class Members  
5 with additional information about the settlement. The Claims Administrator also  
6 will provide copies of the forms of Short Notice, Long Notice, and paper Claim  
7 Form, as well as this Settlement Agreement, upon request; and
- 8 h) Contemporaneously with seeking Final Approval of the Settlement, Proposed Co-  
9 Lead Settlement Class Counsel and Golden shall cause to be filed with the Court  
10 an appropriate affidavit or declaration with respect to complying with this  
11 provision of notice.  
12

13 3.3 The Short Notice, Long Notice, and other applicable communications to the  
14 Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and  
15 agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.  
16 The Notice Program shall commence within thirty (30) days after entry of the Preliminary  
17 Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary  
18 Approval Order.  
19

20 3.4 Proposed Settlement Class Counsel and Golden's counsel shall request that after  
21 notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final  
22 approval of the settlement set forth herein.  
23

24 3.5 Golden will also cause the Claims Administrator to provide (at Golden's expense)  
25 notice to the relevant state and federal governmental officials as required by the Class Action  
26 Fairness Act.  
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1           **4.     Opt-Out Procedures**

2           4.1     Each Person wishing to opt-out of the Settlement Class shall individually sign and  
3 timely submit written notice of such intent to the designated Post Office box established by the  
4 Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded  
5 from the Settlement Class. To be effective, written notice must be postmarked no later than sixty  
6 (60) days after the date on which the Notice Program commences pursuant to ¶ 3.2.

7  
8           4.2     All Persons who submit valid and timely notices of their intent to be excluded from  
9 the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive  
10 any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling  
11 within the definition of the Settlement Class who do not request to be excluded from the  
12 Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this  
13 Settlement Agreement and Judgment entered thereon.

14  
15           4.3     In the event that within ten (10) days after the Opt-Out Date as approved by the  
16 Court, there have been more than 150 timely and valid Opt-Outs (exclusions) submitted, Golden  
17 may, by notifying Proposed Co-Lead Settlement Class Counsel and the Court in writing, void this  
18 Settlement Agreement. If Golden voids the Settlement Agreement pursuant to this paragraph,  
19 Golden shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’  
20 fees, costs, and expenses of Proposed Co-Lead Settlement Class Counsel and Plaintiffs’ Counsel  
21 and incentive awards.

22  
23           **5.     Objection Procedures**

24           5.1     Each Settlement Class Member desiring to object to the Settlement Agreement  
25 shall submit a timely written notice of his or her objection by the Objection Date. Such notice  
26 shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any);  
27 (ii) information identifying the objector as a Settlement Class Member, including proof that the  
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1 objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the  
2 Phishing Attack); (iii) a written statement of all grounds for the objection, accompanied by any  
3 legal support for the objection the objector believes applicable; (iv) the identity of any and all  
4 counsel representing the objector in connection with the objection; (v) a statement whether the  
5 objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's  
6 signature and the signature of the objector's duly authorized attorney or other duly authorized  
7 representative (along with documentation setting forth such representation); and (vii) a list, by  
8 case name, court, and docket number, of all other cases in which the objector and/or the objector's  
9 counsel has filed an objection to any proposed class action settlement within the last three (3)  
10 years. To be timely, written notice of an objection in the appropriate form must be filed with the  
11 Clerk of the Court, located at Lloyd D. George Federal Courthouse, 333 Las Vegas Boulevard,  
12 South, Las Vegas, NV 89101, and contain the case name and docket number (*Miranda, et al.*  
13 *Golden Entertainment (NV), Inc.*, Case No. 20-cv-00534-JAD-DJA, no later than sixty (60) days  
14 from the date on which the Notice Program commences pursuant to ¶ 3.2, and served concurrently  
15 therewith upon Proposed Settlement Class Counsel, Yitzchak Kopel, BURSOR & FISHER, P.A.,  
16 888 Seventh Avenue, Third Floor, New York, NY 10019; and counsel for Golden, Casie D.  
17 Collignon, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, Colorado 80202-  
18 2662.

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20  
21  
22 5.2 Any Settlement Class Member who fails to comply with the requirements for  
23 objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately  
24 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement  
25 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means  
26 for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without  
27 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this  
28

1 Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to  
2 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

3 **6. Releases**

4 6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall  
5 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
6 released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and  
7 to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs,  
8 shall, either directly, indirectly, representatively, as a member of or on behalf of the general public  
9 or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or  
10 participating in any recovery in any action in this or any other forum (other than participation in  
11 the settlement as provided herein) in which any of the Released Claims is asserted.

12  
13 6.2 Upon the Effective Date, Golden shall be deemed to have, and by operation of the  
14 Judgment shall have, fully, finally, and forever released, relinquished, and discharged,  
15 Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Co-Lead  
16 Settlement Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based  
17 upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the  
18 Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any  
19 other claims or defenses Golden may have against such Persons including, without limitation, any  
20 claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other  
21 business relationship with such Persons that are not based upon or do not arise out of the  
22 institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released  
23 Claims are specifically preserved and shall not be affected by the preceding sentence.

24  
25 6.3 Notwithstanding any term herein, neither Golden nor its Related Parties shall have  
26 or shall be deemed to have released, relinquished or discharged any claim or defense against any  
27  
28

1 Person other than Representative Plaintiffs, each and all of the Settlement Class Members,  
2 Proposed Settlement Class Counsel and Plaintiffs' Counsel.

3 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Incentive Award**  
4 **to Representative Plaintiffs**

5 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses  
6 and/or incentive award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive  
7 terms of the settlement had been agreed upon, other than that Golden would pay reasonable  
8 attorneys' fees, costs, expenses, and an incentive award to Plaintiffs as may be agreed to by Golden  
9 and Proposed Settlement Class Counsel and/or as ordered by the Court, or in the event of no  
10 agreement, then as ordered by the Court. Golden and Proposed Settlement Class Counsel then  
11 negotiated and agreed to the payment described in ¶ 7.2.

12  
13 7.2 Golden has agreed to pay, subject to Court approval, the amount of \$225,000.00 to  
14 Proposed Settlement Class Counsel for attorneys' fees, inclusive of any costs and expenses of the  
15 Litigation. Proposed Settlement Class Counsel, in their sole discretion, shall allocate and  
16 distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among  
17 Plaintiffs' Counsel.

18  
19 7.3 Subject to Court approval, Golden has agreed to pay an incentive award in the  
20 amount of \$4,500 to each of the Plaintiffs.

21 7.4 If awarded by the Court, Golden shall pay the attorneys' fees, costs, expenses, and  
22 incentive awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within 30 days after the  
23 date on which the settlement pursuant to this Settlement Agreement is approved by the Court.  
24 Proposed Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs,  
25 and expenses among Plaintiffs' Counsel and incentive award to Plaintiffs consistent with ¶¶ 7.2  
26 and 7.3.  
27  
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1           7.5     The amount(s) of any award of attorneys’ fees, costs, and expenses, and the  
2     incentive award to Plaintiffs, are intended to be considered by the Court separately from the  
3     Court’s consideration of the fairness, reasonableness, and adequacy of the settlement. These  
4     payments will not in any way reduce the consideration being made available to the Settlement  
5     Class as described herein. No order of the Court, or modification or reversal or appeal of any order  
6     of the Court, concerning the amount(s) of any attorneys’ fees, costs, expenses, and/or incentive  
7     award ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect whether  
8     the Judgment is Final or constitute grounds for cancellation or termination of this Settlement  
9     Agreement.  
10

11           **8.       Administration of Claims**

12           8.1     The Claims Administrator shall administer and calculate the claims submitted by  
13     Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and Golden  
14     shall be given reports as to both claims and distribution, and have the right to review and obtain  
15     supporting documentation and challenge such reports if they believe them to be inaccurate or  
16     inadequate. The Claims Administrator’s and claims referee’s, as applicable, determination of  
17     whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution  
18     process set forth in ¶ 2.3. All claims agreed to be paid in full by Golden shall be deemed valid.  
19

20           8.2     Checks for Valid Claims shall be mailed and postmarked within sixty (60) days  
21     of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever  
22     is later.  
23

24           8.3     All Settlement Class Members who fail to timely submit a claim for any benefits  
25     hereunder within the time frames set forth herein, or such other period as may be ordered by the  
26     Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits  
27  
28

1 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound  
2 by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

3 8.4 No Person shall have any claim against the Claims Administrator, claims referee,  
4 Golden, Proposed Settlement Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Golden's  
5 counsel based on distributions of benefits to Settlement Class Members.  
6

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

8 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all  
9 of the following events:

- 10 a) the Court has entered the Order of Preliminary Approval and Publishing of Notice  
11 of a Final Fairness Hearing, as required by ¶ 3.1;  
12 b) Golden has not exercised their option to terminate the Settlement Agreement  
13 pursuant to ¶ 4.3;  
14 c) the Court has entered the Judgment granting final approval to the settlement as set  
15 forth herein; and  
16 d) the Judgment has become Final, as defined in ¶ 1.11.  
17

18 9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement  
19 Agreement shall be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class  
20 Counsel and Golden's counsel mutually agree in writing to proceed with the Settlement  
21 Agreement.  
22

23 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall  
24 furnish to Proposed Settlement Class Counsel and to Golden's counsel a complete list of all timely  
25 and valid requests for exclusion (the "Opt-Out List").

26 9.4 In the event that the Settlement Agreement or the releases set forth in paragraphs  
27 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement  
28

1 Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to  
2 their respective positions in the Litigation and shall jointly request that all scheduled litigation  
3 deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or  
4 Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have  
5 no further force and effect with respect to the Settling Parties and shall not be used in the Litigation  
6 or in any other proceeding for any purpose, and any judgment or order entered by the Court in  
7 accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.  
8 Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court  
9 or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs,  
10 expenses, and/or incentive awards shall constitute grounds for cancellation or termination of the  
11 Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to  
12 the contrary, Golden shall be obligated to pay amounts already billed or incurred for costs of notice  
13 to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.3 above  
14 and shall not, at any time, seek recovery of same from any other party to the Litigation or from  
15 counsel to any other party to the Litigation.  
16  
17

18 **10. Miscellaneous Provisions**

19 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this  
20 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and  
21 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts  
22 to accomplish the terms and conditions of this Settlement Agreement.  
23

24 10.2 The Settling Parties intend this settlement to be a final and complete resolution of  
25 all disputes between them with respect to the Litigation. The settlement compromises claims that  
26 are contested and shall not be deemed an admission by any Settling Party as to the merits of any  
27 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith  
28

1 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation  
2 with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that  
3 such party determines to be appropriate, any contention made in any public forum that the  
4 Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no  
5 Party shall have any liability to any other Party as it relates to the Litigation, except as set forth  
6 herein.  
7

8 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act  
9 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
10 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the  
11 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the  
12 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence  
13 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative  
14 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons  
15 may file the Settlement Agreement and/or the Judgment in any action that may be brought against  
16 them or any of them in order to support a defense or counterclaim based on principles of *res*  
17 *judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other  
18 theory of claim preclusion or issue preclusion or similar defense or counterclaim.  
19

20 10.4 The Settlement Agreement may be amended or modified only by a written  
21 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.  
22

23 10.5 This Agreement contains the entire understanding between Golden and Plaintiffs  
24 regarding the payment of the Litigation settlement and supersedes all previous negotiations,  
25 agreements, commitments, understandings, and writings between Golden and Plaintiffs in  
26 connection with the payment of the Litigation settlement. Except as otherwise provided herein,  
27  
28

1 each party shall bear its own costs. This Agreement supersedes all previous agreements made  
2 between Golden and Plaintiffs.

3 10.6 Proposed Co-Lead Settlement Class Counsel, on behalf of the Settlement Class,  
4 is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be  
5 taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and  
6 also are expressly authorized to enter into any modifications or amendments to the Settlement  
7 Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out  
8 the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

9  
10 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of  
11 any party hereto hereby warrants that such Person has the full authority to do so.

12 10.8 The Settlement Agreement may be executed in one or more counterparts. All  
13 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
14 complete set of original executed counterparts shall be filed with the Court.

15  
16 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the  
17 successors and assigns of the parties hereto.

18 10.10 The Court shall retain jurisdiction with respect to implementation and  
19 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the  
20 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in  
21 the Settlement Agreement.

22  
23 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and  
24 “him” means “him, her, or it.”

25 10.12 All dollar amounts are in United States dollars (USD).

26 10.13 Cashing a settlement check is a condition precedent to any Settlement Class  
27 Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90)  
28

1 days after issuance and shall bear the language: “This check must be cashed within ninety (90)  
2 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall  
3 have until six months after the Effective Date to request re-issuance. If no request for re-issuance  
4 is made within this period, the Settlement Class Member will have failed to meet a condition  
5 precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive  
6 monetary relief shall be extinguished, and Golden shall have no obligation to make payments to  
7 the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of  
8 monetary relief. The same provisions shall apply to any re-issued check. For any checks that are  
9 issued or re-issued for any reason more than one hundred eighty (180) days from the Effective  
10 Date, requests for re-issuance need not be honored after such checks become void.  
11

12           10.14 All agreements made and orders entered during the course of the Litigation  
13 relating to the confidentiality of information shall survive this Settlement Agreement.  
14

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

Counsel for Golden Entertainment (NV), Inc.  
and Duly Authorized Signatory

DATED this 9th day of October, 2020

DATED this 12th day of October, 2020

BURSOR & FISHER, P.A.

BAKER & HOSTETLER LLP

By: 

By: 

Yitzchak Kopel (To Be Admitted  
*Pro Hac Vice*)

Casie D. Collignon (admitted *pro hac vice*)  
Matthew D. Pearson (*pro hac vice forthcoming*)

Max S. Roberts (*Pro Hac Vice*)  
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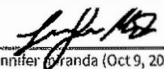
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Tel: (702) 938-6870  
Fax: (702) 792-9002  
[ferrariom@gtlaw.com](mailto:ferrariom@gtlaw.com)

*Attorneys for Plaintiffs*

*Attorneys for Defendant*

Dated: 10/09, 2020

JENNIFER MIRANDA

  
Jennifer Miranda (Oct 9, 2020 09:29 PDT)

By: Jennifer Miranda

Dated: \_\_\_\_\_, 2020

PATRICIA TERRY

By: Patricia Terry

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Proposed Settlement Class Counsel

Counsel for Golden Entertainment (NV), Inc.  
and Duly Authorized Signatory

DATED this \_\_\_\_th day of October, 2020

DATED this \_\_\_\_th day of October, 2020

BURSOR & FISHER, P.A.

BAKER & HOSTETLER LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

Yitzchak Kopel (To Be Admitted  
*Pro Hac Vice*)

Casie D. Collignon (admitted *pro hac vice*)  
Matthew D. Pearson (*pro hac vice forthcoming*)

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*Attorneys for Plaintiffs*

*Attorneys for Defendant*

Dated: \_\_\_\_\_, 2020

JENNIFER MIRANDA

\_\_\_\_\_  
By: Jennifer Miranda

Dated: 10/09, 2020

PATRICIA TERRY

  
\_\_\_\_\_  
patricia terry (Oct 9, 2020 09:23 PDT)

By: Patricia Terry