

Proposed Final Judgment

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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

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

[PROPOSED] FINAL JUDGMENT

Plaintiffs,

v.

GOLDEN ENTERTAINMENT (NV), INC.,

Defendant.

IT IS on this ____ day of _____, 2021, HEREBY ADJUDGED AND DECREED
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 THAT:

1. The Settlement of *Miranda, et al. v. Golden Entertainment (NV), Inc.*, Case No. 2:20-cv-00534-APG-DJA, pending in the United States District Court for the District of Nevada (the “Action”), on the terms set forth in the Parties’ Stipulation of Class Action Settlement, with exhibits (collectively, the “Agreement”), and definitions included therein, signed and filed with this Court on October 12, 2020, is finally approved.

2. The following class is granted final certification, for settlement purposes only, under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure (“FRCP”): all customers, vendors, and current and former employees of Golden Entertainment (NV), Inc. (“Golden”) to whom Golden mailed notice that between May 30, 2019, and October 6, 2019, Golden was the target of a cyberattack in which third parties sent phishing emails to Golden’s employees in the hopes of gaining access to Golden’s computer systems, and might have resulted in unauthorized parties accessing personal information. The Settlement Class specifically excludes: (i) Golden and its respective officers and directors; (ii) all Settlement Class Members who timely opt-out of the settlement; (iii) the judge assigned to evaluate the fairness of this settlement; and (iv) any other person found by a court of competent jurisdiction to be guilty under

1 criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the
2 Phishing Attack or who pleads nolo contendere to any such charge.

3 3. The dissemination of the Class Notice in accordance with the terms of the
4 Agreement and this Court's Preliminary Approval Order, as described in the claims
5 Administrator's Declaration filed before the Fairness Hearing: (a) constituted the best practicable
6 notice to Class Members under the circumstances; (b) constituted notice that was reasonably
7 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the
8 terms of the Settlement, and their rights under the Settlement, including, but not limited to, their
9 right to object to any aspect of the proposed Settlement or exclude themselves from the proposed
10 Settlement and to appear at the Fairness Hearing, and the binding effect of the Final Orders and
11 this Final Judgment on all persons and entities who did not request exclusion from the Class; (c)
12 was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be
13 provided with notice; and (d) met all applicable requirements of law, including, but not limited to,
14 the FRPC, 28 U.S.C. § 1715, the United States Constitution (including the Due Process Clause),
15 and the Rules of this Court, as well as complied with the Federal Judicial Center's illustrative
16 class action notices.

17 4. The Court finds that one Class Member, Kevin Berghel, has submitted a valid
18 request for exclusion from the Class, and, accordingly, all Class Members other than Mr. Berghel
19 shall be bound by this Order.

20 5. The claims in the Action are dismissed on the merits and with prejudice pursuant
21 to the terms (including the Release) set forth in the Parties' Agreement and in the Court's Final
22 Order Approving Class Action Settlement and Final Order Approving Attorneys' Fees and
23 Expenses and Incentive Awards, without costs to any party except as provided in these Final
24 Orders.

25 6. Plaintiffs and Class Members and/or their representatives, and all persons acting
26 on behalf of, or in concert or participation with, Plaintiffs or Class Members (including but not
27 limited to the Releasing Parties), who have not been timely excluded from the Class are hereby
28 permanently barred and enjoined from: (a) filing, commencing, asserting, prosecuting,

1 maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits
2 from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any
3 jurisdiction based upon or asserting any of the Released Claims; and (b) bringing an individual
4 action or class action on behalf of Plaintiffs or Class Members seeking to certify a class that
5 includes Plaintiffs or Class Members, or continuing to prosecute or participate in any previously
6 filed and/or certified class action, in any lawsuit based upon or asserting any of the Released
7 Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this
8 permanent injunction is necessary and appropriate in aid of the Court's continuing jurisdiction
9 and authority over the Action.

10 7. Plaintiffs' Counsel shall take all steps necessary and appropriate to provide Class
11 Members with the benefits to which they are entitled under the terms of the Agreement and
12 pursuant to the Orders of the Court.

13 8. Plaintiffs' Counsel shall be awarded \$224,500.00 in attorneys' fees and \$481.49 in
14 costs and expenses, which amount is approved as fair and reasonable, in accordance with the
15 terms of the Agreement.

16 9. Plaintiffs Jennifer Miranda and Patricia Terry shall each be awarded \$3,000.00 as
17 a Service Award in their individual capacity as representative Plaintiffs in the Action.

18 10. The Court will retain continuing jurisdiction over the parties and the Action for the
19 reasons and purposes set forth in this Final Judgment, the Final Order Approving Class Action
20 Settlement, and the Final Order Approving Attorneys' Fees and Expenses and Incentive Awards.
21 Without in any way affecting the finality of these Final Orders and/or this Final Judgment, this
22 Court expressly retains jurisdiction as to all matters relating to the administration, consummation,
23 enforcement, and interpretation of the Agreement and of these Final Orders and this Final
24 Judgment, and for any other necessary purpose. *See Kokkonen v. Guardian Life Ins. Co. of Am.*,
25 511 U.S. 375, 381-82 (1994).

26
27 DATED: _____

UNITED STATES DISTRICT JUDGE