

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated September 25, 2024, is made and entered into by and between Daniel Davila, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 27) (together, “Plaintiffs”), and New Enchantment Group, LLC (“Defendant”) (collectively, the “Parties”), in the action styled *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, pending in the United States District Court for the District of Arizona (the “Action”).

RECITALS

WHEREAS, on June 14, 2023, the Action was filed against Defendant in the United States District Court for the District of Arizona;

WHEREAS, the Action is based on and arises from an unauthorized access to Defendant’s network and data breach that occurred on October 3–4, 2022, and about which Defendant provided notice to affected individuals on February 28, 2023, and June 6, 2023, and which is the subject of the allegations and claims in the Action (the “Data Breach”);

WHEREAS, Defendant denies: (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action; (b) that the class representative(s) in the Action and the class they purport to represent have suffered any injury or damage and that any alleged injury or damage was caused by the Data Breach or any other act or omission of Defendant; and (c) that the Action satisfies the requirements to be certified or tried as a class action under the Federal Rules of Civil Procedure Rule 23;

WHEREAS, the Parties agreed to engage the Honorable David E. Jones (Ret.) of Resolute Systems, LLC as a mediator to oversee settlement negotiations in the Action. In advance of formal mediation, Defendant provided informal discovery related to the merits of Plaintiffs’ claims and class certification and the Parties discussed their respective positions on the merits of the claims and class certification; and

WHEREAS, following extensive arm’s length settlement negotiations, conducted through Judge Jones that included a mediation session on August 15, 2024, the Parties agreed to a term sheet setting forth the essential terms of this Agreement;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, pending in the United States District Court for the District of Arizona.
2. “Alternative Cash Payment” means an Alternative Cash Payment of \$75.00 in lieu of any claims for Attested Time, Out-of-Pocket Expenses, and Financial Losses.
3. “Approved Claim” means a Claim Form timely submitted by a Participating Settlement Member that has been approved by the Settlement Administrator.
4. “Attested Time” means time spent remedying issues related to the Data Breach, if at least one full hour was spent, upon submission of an attestation detailing how and why the time was spent.
5. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Attested Time, Out-of-Pocket Costs, or Financial Losses, and/or to claim an Alternative Cash Payment and/or Credit Monitoring Services under the terms of the Settlement, which is attached hereto as **Exhibit 1**.
6. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur 60 days from the Notice Deadline.
7. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.
8. “Class Counsel” means William B. Federman and Kennedy M. Brian with the law firm of Federman & Sherwood.
9. “Class Representative” means Daniel Davila.
10. “Court” means the Honorable Susan R. Bolton in the United States District Court for the District of Arizona, or such other judge to whom the Action may hereafter be assigned.
11. “Credit Monitoring Services” means two (2) years of credit monitoring services that provide monitoring of one’s credit report with the three major credit bureaus (Experian, Equifax, and Transunion), alerts about changes in information to the credit report, dark web scanning for personal information, and identify theft insurance, and access to assistance to help investigate and resolve any issues.
12. “Data Breach” means the data breach alleged in the Class Action Complaint in the Action, which occurred on or about October 3–4, 2022 and for which Defendant provided notice to affected individuals on or about February 28, 2023, and on or about June 6, 2023.
13. “Defendant’s Counsel” means Freeman Mathis & Gary, LLP.

14. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

15. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments as set forth in Paragraphs 72 and 74.

16. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel, in an amount to be determined and subject to approval by the Court, but which in no event shall exceed the total sum of \$282,500.00.

17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Federal Rules of Civil Procedure 23 and 58, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which Defendant must approve before filing.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

19. “Financial Losses” means proven monetary losses arising from financial fraud or identity theft, if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between October 3, 2022, and the Claims Deadline; (4) the loss is not already covered as Attested Time or an Out-of-Pocket Expense; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

20. “Litigation Costs and Expenses” means reasonable costs and expenses actually incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action, in an amount to be determined and subject to approval by the Court.

21. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, and which shall include the Postcard

Notice (**Exhibit 2**) mailed to Settlement Class Members for whom Defendant has mailing addresses, the Website Notice (**Exhibit 3**) on Defendant's website for a period of 60 days from the date of the Notice Deadline, and the Longform Notice (**Exhibit 4**) to be posted on the Settlement Website.

22. "Notice and Administrative Expenses" means the fees and expenses incurred and charged by the Settlement Administrator for administering the terms of this Agreement, including, but not limited to, all expenses or costs associated with providing Notice to the Settlement Class; locating Settlement Class Members; processing claims; determining the eligibility of any person to be a Settlement Class Member; and administering, calculating, and distributing the Settlement funds to Settlement Class Members.

23. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur 45 days after entry of the Preliminary Approval Order.

24. "Objection Deadline" is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) days after the Notice Deadline.

25. "Opt-Out Deadline" is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) days after the Notice Deadline.

26. "Out-of-Pocket Costs" means the following documented costs or expenditures that a Settlement Class Member actually incurred because of the Data Breach, that have not already been reimbursed by a third party, and which were incurred between the date of notice of the Data Breach to the Settlement Class Member and the date of the Preliminary Approval Order: (1) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, copying, or gasoline for local travel; (2) professional fees including attorneys' fees, accountants' fees, notary fees, and fees for credit repair services; and (3) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

27. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

28. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a Motion for Preliminary Approval and accompanying proposed Preliminary Approval Order, both of which Defendant must approve before they are filed by Class Counsel.

29. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, demands, or petitions, and any allegations of wrongdoing, demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasers (as defined in Paragraph 39) had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined in Paragraph 70) that are based on, arise out of, or are in any way related to the Data Breach, including, but not limited to, all claims or facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in the Action, or which could have been alleged, argued, raised, or asserted in the Action or any other proceeding.

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

31. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this litigation, which shall not exceed \$1,500.00 to the Settlement Class Representative, as approved by the Court.

32. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator, including the Notice and Administrative Expenses.

34. “Settlement Administrator” means A.B. Data, Ltd., subject to Court approval. Class Counsel and Defendant’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

35. “Settlement Class” means the 5,568 individuals identified by Defendant as having personally identifiable information compromised by the Data Breach and to whom Defendant provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023. The Settlement Class shall not include Defendant or its parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; any judge providing over the Lawsuit and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs’ counsel, Class Counsel, and Defendant’s Counsel; and the legal representatives, successors, and assigns of any such excluded persons.

36. “Settlement Class List” means the list generated by Defendant containing the full names, current or last known mailing addresses, and birthdates for Settlement Class members under the age of 18 (if known), for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 30 days after entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraphs 49–53.

39. “Settlement Website” means the website the Settlement Administrator will establish as soon as practicable after entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

II. COMPENSATION AND BENEFITS TO SETTLEMENT CLASS MEMBERS

40. **Submission of Claim Forms.** Settlement Class Members must timely submit a valid Claim Form to the Settlement Administrator electronically via the Settlement Website during the Claims Period and on or before the Claims Deadline, or via mail, postmarked during the Claims Period and on or before the Claims Deadline, in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants with an opportunity to cure in the manner set forth below.

41. **Compensation and Benefits Available.** Settlement Class Members may elect to file a claim for (1) Credit Monitoring Services; and either (2) reimbursement for Attested Time, Out-of-Pocket Costs, and/or Financial Losses; or (3) an Alternative Cash Payment.

42. **Reimbursement for Attested Time.** Unless a claim is made for an Alternative Cash Payment, Defendant will provide compensation to Settlement Class Members for Attested Time of up to five (5) hours of time at a rate of \$30.00 per hour (up to a maximum amount of \$150.00) for time spent remedying issues related to the Data Breach, if at least one full hour was spent, upon

submission of a timely and valid Claim Form with an attestation detailing how and why the time was spent.

43. Reimbursement of Out-of-Pocket Costs. Unless a claim is made for an Alternative Cash Payment, Defendant will provide compensation to Settlement Class Members for Out-of-Pocket Costs up to a maximum amount of \$500.00 that were actually incurred because of the Data Breach, upon submission of a timely and valid Claim Form with supporting documentation establishing the Out-of-Pocket Costs within the requirements of the term Out-of-Pocket Costs as defined herein.

44. Compensation for Financial Losses. Unless a claim is made for an Alternative Cash Payment, Defendant will provide compensation to Settlement Class Members for Financial Losses up to a maximum amount of \$4,000.00 upon submission of a timely and valid Claim Form with supporting documentation establishing the Financial Losses within the requirements of the term Financial Losses as defined herein.

45. Alternative Cash Payment. In lieu of any claims for Attested Time, Out-of-Pocket Costs, or Financial Losses, Defendant will provide compensation to Settlement Class Members for an Alternative Cash Payment of \$75.00, upon submission of a timely and valid Claim Form and conditioned upon the Settlement Class Member not making any claims or receiving any reimbursement or compensation for Attested Time, Out-of-Pocket Expenses, or Financial Losses.

46. Credit Monitoring Services. In addition to any claim for Attested Time, Out-of-Pocket Costs, Financial Losses, or an Alternative Cash Payment, Defendant will offer Settlement Class Members the option to enroll in Credit Monitoring Services, to be paid for by the Defendant, upon submission of a timely and valid Claim Form.

47. Assessing Claims. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met, and whether sufficient documentation has been provided, to award payments for Attested Time, Out-of-Pocket Costs, Financial Losses, or Alternative Cash Payments, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator also may contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim before deciding its validity. Where applicable, in assessing what qualifies as "fairly traceable" to the Data Breach, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after October 3, 2022 (or for reimbursement of credit monitoring service costs, if they were incurred after the date on which Defendant notified the Settlement Class Member of the Data Breach on either February 28, 2023, or June 6, 2023); and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in Defendant's notices of the Data Breach.

48. **Disputes.** To the extent the Settlement Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via email, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 10 days of the determination. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

III. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

49. **Payment Timing.** Payments for Approved Claims for Attested Time, Out-of-Pocket Costs, Financial Losses, and Alternative Cash Payments shall be issued in the form of a check ("Settlement Check") mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

50. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue.

51. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to email or call the Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

52. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 180 days after the date of issue, the Settlement Administrator shall: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter

automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

53. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

IV. SETTLEMENT CLASS NOTICE

54. Notice. Within 30 days after the date of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 45 days after the date of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

55. Manner of Giving Notice. Subject to Court approval, the Settlement Administrator will provide Notice to the Settlement Class Members as described herein. The cost of such notice will be paid from the Notice and Administration Expenses. The Claims Period will last for 60 days from the date of Notice. If the claims rate is below 2.0% 30 days before the Claims Deadline, Class Counsel shall have the option to direct the Settlement Administrator to issue a single-sided postcard reminder notice to the Settlement Class Members.

a. Postcard Notice. As soon as practicable, but no later than the Notice Deadline, the Settlement Administrator shall disseminate the Postcard Notice via First Class Mail to all Settlement Class Members whose mailing addresses are known to Defendant. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.

b. Notice on Defendant's Website. By no later than the Notice Deadline, Defendant will publish the Website Notice on its website and continuously maintain it there for a period of 60 days from the date of Notice as a form of alternate notice to the Settlement Class Members and substitute notice to those Settlement Class Members for whom Defendant and the Settlement Administrator are unable to locate mailing addresses for sending the Postcard Notice.

c. Long Form Notice and the Settlement Website. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall meet and confer and choose a mutually acceptable URL for the Settlement Website. The Settlement Website shall remain

accessible until 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Longform Notice.

V. OPT-OUTS AND OBJECTIONS

56. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 45 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

57. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than 45 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

58. **Settlement Administration Process.** After the Court enters the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class Members in accordance with this Agreement. Defendant will cooperate in providing the Settlement Administrator contact information for the Settlement Class Members, which will be kept strictly confidential between the Settlement Administrator, Defendant, and Class Counsel. After the Court

enters the Final Approval Order, the Settlement Administrator shall issue Settlement Checks on the Approved Claims.

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

- a. Administering, and overseeing the Settlement funds provided by Defendant to be paid Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, Objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. Working with the provider of Credit Monitoring Services to receive and send activation codes within 30 days of the Effective Date;
- j. After the Effective Date, processing and transmitting Settlement Checks to Participating Settlement Class Members;

k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

60. Limitation of Liability. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement funds; (iii) the formulation, design or terms of the disbursement of the Settlement funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

61. Indemnification. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement funds; (iii) the formulation, design or terms of the disbursement of the Settlement funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; (v) any losses suffered by, or fluctuations in the value of the Settlement funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

62. Settlement Administration Fees. All settlement administration fees, including the Notice and Administrative Expenses, will be paid by Defendant.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

63. Certification of the Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

64. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within 21 days of its execution, which shall be subject to review and approval by Defendant's Counsel before filing by Class Counsel.

65. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. The motion for final approval and proposed Final Approval Order shall be subject to review and approval by Defendant's Counsel before filing by Class Counsel.

66. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

67. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

68. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

IX. RELEASES

69. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns (collectively, the “Releasers”) shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against Defendant and all of its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, and departments (including but not limited to Tanzerra Resorts, LLC; Boynton Canyon Management Company; Carter Creek Management Company, and 360 Bahamas Ltd.) as well as any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees, and all their predecessors, successors, and assigns, in their individual and official capacities, both jointly and severally (collectively, the “Releasees”). For the avoidance of any doubt, the Released Claims against the Releasees include all claims based on, arising out of, or relating to the Data Breach, including but not limited to, all claims asserted, or which could have been asserted, in the Action, to the fullest extent permitted by law

70. Unknown Claims. The Released Claims also include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that any of the Releasers do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasers shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasers shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasers acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

71. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Releasors shall be enjoined from prosecuting any of the Released Claims in any proceeding against any of the Releasees or based on any actions taken by any of the Releasees that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENTS

72. **Service Award Payments.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representative in recognition for his contributions to this Action. The Settlement Class Representative shall request, and Defendant agrees to pay if approved by the Court, a service award up to \$1,500.00, subject to Court approval. This Service Award Payment shall be separate and apart from any other benefits available to the Settlement Class Representative and Participating Settlement Class Members under the terms of this Agreement. The Settlement Administrator shall make the Service Award Payment to the Settlement Class Representative from the Settlement funds. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than 30 days after the Effective Date.

73. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Service Award Payment or other service awards in the amount requested or at all, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award Payment or other service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

74. **Attorneys' Fees and Costs and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses to be paid from the Settlement funds. Class Counsel agrees it will not seek or accept an award of attorneys' fees and Litigation Costs and Expenses of a combined total amount over \$282,500.00, and Defendant agrees it will not oppose a Fee Application up to that amount. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defendant and the Settlement Administrator a properly completed and duly executed IRS Form W-9.

75. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

76. No Effect on Agreement. In the event the Court declines to approve, in whole or in part, the Fee Application or other requests by Class Counsel for payment of its attorneys' fees or Litigation Costs and Expenses in the amount requested or at all, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court to pay less than the amount of attorneys' fees or Litigation Costs and Expenses sought by Class Counsel, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs or other requests by Class Counsel for its attorneys' fees and Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

77. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. The Releasors, Class Counsel, and Plaintiffs' Counsel expressly acknowledge and agree that Defendant has entered into this Agreement solely for convenience and the avoidance of litigation and that its decision to do so is not and shall not ever be asserted or construed as an admission of liability or wrongdoing of any kind, or that any of the allegations or claims asserted in the Action or released within the Released Claims have any factual or legal merit of any kind, all of which Defendant expressly denies.

78. No Use of Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

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

80. Execution in Counterparts. This Agreement shall become effective upon its execution by the Parties, Class Counsel, and counsel for Defendant. The Agreement may be executed by electronic means or in writing, and the electronic, scanned, or faxed images of signatures shall be sufficient and deemed the equivalent of originals. In addition, the Agreement may be executed in counterparts, with each counterpart being deemed an original, and execution of the counterparts having the same force and effect as if all Parties had signed the same instrument.

81. No Construction Against the Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

82. Entire Agreement and Modification. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

~ Signatures on following page ~

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

DANIEL DAVILA, individually and as Class Representative
on behalf of Participat[redacted] ^{Signed by:} **Daniel Davila** lass Members

Signature: _____

Date: 9/25/2024

FEDERMAN & SHERWOOD, as Class Counsel

By: _____
[Handwritten Signature]

Name: William B. Federman

Date: 9/25/2024

NEW ENCHANTMENT GROUP, LLC, Defendant

By: _____
[Handwritten Signature]

Name: Oscar L. Tang

Title: President, Vencura Ltd., Manager

Date: 9/27/2024

FREEMAN MATHIS & GARY, LLP, as Defendant's Counsel

By: _____
[Handwritten Signature]

Name: David A. Cole

Date: 09/27/2024

EXHIBIT 1

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEW ENCHANTMENT, LLC DATA BREACH CLASS ACTION SETTLEMENT

DAVILA, ET AL. V. NEW ENCHANTMENT GROUP, LLC Case No. 2:23-cv-01098-SRB United States District Court for the District of Arizona

NEW ENCHANTMENT GROUP, LLC

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR A CASH PAYMENT OR UNREIMBURSED LOSSES

GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you are eligible to complete this Claim Form to claim (1) Credit Monitoring Services; and either (2) reimbursement for Attested Time, Out-of-Pocket Costs, and/or Financial Losses; or (3) an Alternative Cash Payment. Please refer to the Notice posted on the Settlement Website [URL], for more information on submitting a Claim Form and information on the limits and requirements applicable to these claims.

To receive any of these benefits, you must submit the Claim Form below by DATE.

This Claim Form may be submitted electronically via the Settlement Website at [URL] or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Davila, et al. v. New Enchantment Group, LLC c/o A.B. Data, Ltd. PO Box xxxx City, State Zip

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name Last Name

Address 1

Address 2

City State Zip Code

Email Address (optional): @

Telephone Number: () -

Questions? Go to [URL] or call [PHONE NUMBER].

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEW ENCHANTMENT, LLC DATA BREACH CLASS ACTION SETTLEMENT

DAVILA, ET AL. V. NEW ENCHANTMENT GROUP, LLC Case No. 2:23-cv-01098-SRB United States District Court for the District of Arizona

NEW ENCHANTMENT GROUP, LLC

II. PROOF OF CLASS MEMBERSHIP

Check this box to certify that you are a person residing in the United States to whom New Enchantment Group, LLC sent its notice of a Data Security Incident on either February 28, 2023, or June 6, 2023.

Enter the Class Member ID Number provided on your postcard Notice or the last four digits of your Social Security Number:

Class Member ID : xxxx

Social Security Number (last four digits only):

III. CREDIT MONITORING SERVICES

Check this box if you wish to receive free Credit Monitoring Services at all three credit bureaus. If you check this box, you will be offered two years of Credit Monitoring Services.

IV. COMPENSATION FOR ATTESTED TIME

Settlement Class Members who have spent time dealing with the Data Breach may claim up to five (5) hours for Attested Time at a rate of \$30.00 per hour.

Hours claimed (up to 5 hours – check one box) 1 Hour 2 Hours 3 Hours 4 Hours 5 Hours

I attest and affirm under penalty of perjury that the time I have claimed above as Attested Time was spent related to the Data Breach.

To receive this payment, you must describe what you did and how the claimed Attested Time was spent related to the Data Breach. Check all activities below that apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
Writing letters or e-mails to banks/credit card companies to have fraudulent transactions reversed.
Time on the internet verifying fraudulent transactions.
Time on the internet updating automatic payment programs due to new card issuance.

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEW ENCHANTMENT, LLC DATA BREACH CLASS ACTION SETTLEMENT

NEW ENCHANTMENT GROUP, LLC

DAVILA, ET AL. V. NEW ENCHANTMENT GROUP, LLC Case No. 2:23-cv-01098-SRB United States District Court for the District of Arizona

- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring. Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports. Other. Provide description(s) here:

V. REIMBURSEMENT FOR OUT-OF-POCKET COSTS

Members of the Settlement Class who submit a valid Claim using this Claim Form are eligible for reimbursement of documented Out-of-Pocket Costs, not to exceed \$500.00 per Settlement Class Member, that were incurred because of the Data Breach. You must submit documentation to obtain this reimbursement.

Table with 3 columns: Cost Type (Fill all that apply), Approximate Date of Loss (mm/dd/yy), Amount of Loss. Row 1: Out-of-Pocket Expenses incurred because of the Data Breach.

Out-of-Pocket Costs means the following documented costs or expenditures that a Settlement Class Member actually incurred because of the Data Breach, that have not already been reimbursed by a third party, and which were incurred between the date of notice of the Data Breach to the Settlement Class Member and the date of the Preliminary Approval Order: (1) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, copying, or gasoline for local travel; (2) professional fees including attorneys' fees, accountants' fees, notary fees, and fees for credit repair services; and (3) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

VI. REIMBURSEMENT FOR FINANCIAL LOSSES

Settlement Class Members who were a victim of actual documented identity theft may submit a Claim Form for reimbursement of documented and proven Financial Losses, not to exceed \$4,000.00 per Settlement Class Member, that were incurred because of the Data Breach.

Financial Losses means proven monetary losses arising from financial fraud or identity theft, if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between October 3, 2022, and the Claims Deadline; (4) the loss is not already covered as Attested Time or an Out-of-Pocket Expense; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss. You must submit documentation to obtain this reimbursement.

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEW ENCHANTMENT, LLC DATA BREACH CLASS ACTION SETTLEMENT

DAVILA, ET AL. V. NEW ENCHANTMENT GROUP, LLC Case No. 2:23-cv-01098-SRB United States District Court for the District of Arizona

NEW ENCHANTMENT GROUP, LLC

Table with 3 columns: Cost Type (Fill all that apply), Approximate Date of Loss, Amount of Loss

Financial Losses incurred because of the Data Breach [Date] \$ [Amount]

Provide a written description of your Financial Losses:

Multiple horizontal lines for providing a written description of financial losses.

YOU MUST SUBMIT DOCUMENTATION OF YOUR FINANCIAL LOSSES.

VII. ALTERNATIVE CASH PAYMENT

In lieu of any claims for Attested Time, Out-of-Pocket Costs, or Financial Losses, members of the Settlement Class who submit a valid claim using this Claim Form are eligible for an Alternative Cash Payment of \$75.00, upon submission of a timely and valid Claim Form and conditioned upon the Settlement Class Member not making any claims or receiving any reimbursement or compensation for Attested Time, Out-of-Pocket Expenses, or Financial Losses.

IF YOU ELECT TO RECEIVE ALTERNATIVE CASH PAYMENT, YOU MAY NOT ALSO ELECT FOR REIMBURSEMENT FOR ATTESTED TIME, OUT-OF-POCKET COSTS, OR FINANCIAL LOSSES.

Alternative Cash Payment

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEW ENCHANTMENT, LLC
DATA BREACH CLASS ACTION SETTLEMENT

DAVILA, ET AL. V. NEW ENCHANTMENT GROUP, LLC
Case No. 2:23-cv-01098-SRB
United States District Court for the District of Arizona

NEW ENCHANTMENT GROUP, LLC

V. PAYMENT SELECTION

If you would like to elect to receive your Settlement payment through electronic transfer, please visit the website and file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____/_____/_____
Date

Print Name

EXHIBIT 2

Exhibit 2 – Postcard Notice

**A proposed Settlement has been reached in a class action lawsuit
known as *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB,
("Lawsuit"), filed in the United States District Court for the District of Arizona**

What is this about? This Lawsuit against New Enchantment Group, LLC ("NEG") is based on the unauthorized access to NEG's computer network that occurred on or around October 3–4, 2022, and about which NEG notified affected individuals on or about February 28, 2023, and June 6, 2023 (the "Data Breach"). The claims asserted are based on allegations that files accessed or acquired during the Data Breach contained personally identifiable information about certain individuals, including names, dates of birth, Social Security numbers, tax identification numbers, driver's license numbers, state/national identification numbers, passport numbers, financial account numbers, credit/debit card numbers (with or without expiration date/CVV/security code), medical treatment or diagnosis information, biometric data, and health insurance information. NEG disagrees with Plaintiffs' claims and denies any wrongdoing.

Who is a Settlement Class Member? You are a Settlement Class Member if you are a person who NEG identified as having personally identifiable information compromised by the Data Breach and to whom NEG provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023.

What are the benefits? The Settlement provides the following benefits:

- Two years of free, triple-bureau Credit Monitoring Service; and
- Either reimbursement for Attested Time (up to \$150), Out-of-Pocket Costs (up to \$500), and/or Financial Losses (up to \$4,000); or an Alternative Cash Payment of \$75.00 in lieu of reimbursement for Attested Time, Out-of-Pocket Costs, and/or Financial Losses.

How to make a claim? To receive benefits from the Settlement, you must submit a Claim Form online at [URL] by [date] or by mail postmarked by [date] and mailed to the Claims Administrator's address below.

What are my other rights?

- **Do nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue, but you will not get any money or benefits; you must submit a Claim Form to get money or benefits.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money or benefits from the Settlement. You must submit an Opt-Out Request to the Claims Administrator by [date].
- **Object:** You can stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [date]. Detailed instructions on how to file a Claim Form, exclude yourself, or object are on the Settlement Website at [URL]. The Court will hold the Final Approval Hearing on [date] at [time] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees, costs, and expenses of up to \$282,500 and request a service award of \$1,500 to the Settlement Class Representative, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Notice, Claim Form, Settlement Class Counsel's application for attorneys' fees and expenses, and other documents, visit [URL] or call [phone]. You may also contact the Claims Administrator at **New Enchantment Group, c/o AB Data, [address]**.

EXHIBIT 3

Exhibit 3 – NEG Website Notice**Notice of Proposed Class Action Lawsuit Settlement**

New Enchantment Group, LLC (“NEG”) is providing this notice to notify potentially affected individuals about a proposed Settlement that has been reached in a class action lawsuit known as *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, (“Lawsuit”), filed in the United States District Court for the District of Arizona.

What is this about? The Lawsuit against NEG is based on the unauthorized access to NEG’s computer network that occurred on or around October 3–4, 2022, and about which NEG notified affected individuals on or about February 28, 2023, and June 6, 2023 (the “Data Breach”). The claims asserted are based on allegations that files accessed or acquired during the Data Breach contained personally identifiable information about certain individuals, including names, dates of birth, Social Security numbers, tax identification numbers, driver’s license numbers, state/national identification numbers, passport numbers, financial account numbers, credit/debit card numbers (with or without expiration date/CVV/security code), medical treatment or diagnosis information, biometric data, and health insurance information. NEG disagrees with Plaintiffs’ claims and denies any wrongdoing.

Who is a Settlement Class Member? You are a Settlement Class Member if you are a person who NEG identified as having personally identifiable information compromised by the Data Breach and to whom NEG provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023.

What are the benefits? The Settlement provides the following benefits:

- Two years of free, triple-bureau Credit Monitoring Services; and
- Either (a) reimbursement for Attested Time (up to \$150), Out-of-Pocket Costs (up to \$500), and/or Financial Losses (up to \$4,000); or (b) an Alternative Cash Payment of \$75.00.

How to make a claim? To receive benefits from the Settlement, you must submit a Claim Form online at [URL] by [date] or by mail postmarked by [date] and mailed to the Claims Administrator’s address below.

What are my other rights?

- **Do nothing:** If you do nothing, you remain in the Settlement. You give up your right to sue, but you will not get any money or benefits; you must submit a Claim Form to get money or benefits.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money or benefits from the Settlement. You must submit an Opt-Out Request to the Claims Administrator by [date].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [date]. Detailed instructions on how to file a Claim Form, exclude yourself, or object are on the Settlement Website at [URL]. The Court will hold the Final Approval Hearing on [date] at [time] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys’ fees, costs, and expenses of up to \$282,500 and request a service award of \$1,500 to the Settlement Class Representative, and to consider whether and if it should be approved. You may attend the hearing, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Notice, Claim Form, Settlement Class Counsel’s application for attorneys’ fees and expenses, and other documents, visit [URL] or call [phone]. You may also contact the Claims Administrator at A.B. Data, Ltd., [address].

EXHIBIT 4

Exhibit 4 – Long Form Notice

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If New Enchantment Group, LLC Notified You Of A Data Breach,
You May Be Eligible For Benefits From A Class Action Settlement.**

- A proposed settlement has been reached in a class action lawsuit known as *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, (“Lawsuit”), filed in the United States District Court for the District of Arizona.
- The Lawsuit against NEG is based on the unauthorized access to NEG’s computer network that occurred on or around October 3–4, 2022, and about which NEG notified affected individuals on or about February 28, 2023, and June 6, 2023 (the “Data Breach”). The claims asserted are based on allegations that files accessed or acquired during the Data Breach contained personally identifiable information about certain individuals, including names, dates of birth, Social Security numbers, tax identification numbers, driver’s license numbers, state/national identification numbers, passport numbers, financial account numbers, credit/debit card numbers (with or without expiration date/CVV/security code), medical treatment or diagnosis information, biometric data, and health insurance information. NEG disagrees with Plaintiffs’ claims and denies any wrongdoing.
- Settlement Class Members can receive the following benefits from the Settlement: (1) two years of free, triple-bureau Credit Monitoring Services; and either (2) reimbursement for Attested Time (up to \$150), Out-of-Pocket Costs (up to \$500), and/or Financial Losses (up to \$4,000); or (3) an Alternative Cash Payment of \$75.00.
- You are included in this Settlement as a Settlement Class Member if you are a person who NEG identified as having personally identifiable information compromised by the Data Breach and to whom NEG provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	You must submit a valid Claim Form to get money or benefits from this Settlement. Claim Forms must be submitted online by <<DATE>> or, if mailed, postmarked no later than <<DATE>>.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or benefits.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your Opt-Out Request must be postmarked no later than <<DATE>>.
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than <<DATE>>.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details. The Final Approval Hearing is scheduled for <<DATE>>, at <<TIME>>.

Exhibit 4 – Long Form Notice

WHAT THIS NOTICE CONTAINS

Basic Information Page 3

- 1. How do I know if I am affected by the Lawsuit and Settlement?
- 2. What is this case about?
- 3. Why is there a Settlement?
- 4. Why is this a class action?
- 5. How do I know if I am included in the Settlement?

The Settlement Benefits Pages 4–5

- 6. What does this Settlement provide?
- 7. How to submit a Claim Form.
- 8. What am I giving up as part of the Settlement?
- 9. Will the Settlement Class Representatives receive compensation?

Exclude Yourself Pages 5–6

- 10. How do I exclude myself from the Settlement?
- 11. If I do not exclude myself, can I sue later?
- 12. What happens if I do nothing at all?

The Lawyers Representing You Page 6

- 13. Do I have a lawyer in the case?
- 14. How will the lawyers be paid?

Objecting to the Settlement Pages 6-7

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing..... Pages 7–8

- 17. When and where will the Court decide whether to approve the Settlement?
- 18. Do I have to come to the hearing?
- 19. May I speak at the hearing?

Get More Information Page 8

- 20. How do I get more information about the Settlement?

Exhibit 4 – Long Form Notice

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are a person who NEG identified as having personally identifiable information compromised by the Data Breach and to whom NEG provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023

The Settlement Class excludes: NEG as well as its parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which NEG or its parents has a controlling interest, or any of their current or former officers and directors; any judge providing over the Lawsuit and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs' counsel and Defendants' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as known as *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, ("Lawsuit"), and it is filed in the United States District Court for the District of Arizona. The person who sued is called the "Plaintiff" and the company he sued, New Enchantment Group, LLC, is known as the "Defendant" in this case. New Enchantment Group, LLC will be called "Defendant" in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information was potentially impacted because of the Data Breach.

The Lawsuit against Defendant is based on the unauthorized access to Defendant's computer network that occurred on or around October 3–4, 2022, and about which NEG notified affected individuals on or about February 28, 2023, and June 6, 2023 (the "Data Breach"). The claims asserted are based on allegations that files accessed or acquired during the Data Breach contained personally identifiable information about certain individuals, including names, dates of birth, Social Security numbers, tax identification numbers, driver's license numbers, state/national identification numbers, passport numbers, financial account numbers, credit/debit card numbers (with or without expiration date/CVV/security code), medical treatment or diagnosis information, biometric data, and health insurance information. Defendant disagrees with Plaintiff's claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiff/Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [\[URL\]](#).

4. Why is this a class action?

In a class action, one or more people called a "Class Representative" sue on behalf of all people who have similar claims. All these people together are the "Settlement Class" or "Settlement Class Members."

Exhibit 4 – Long Form Notice

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

You are included in the Settlement if you are a person who Defendant identified as having personally identifiable information compromised by the Data Breach and to whom Defendant provided written or substitute notice of the Data Breach on either February 28, 2023, or June 6, 2023.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [URL](#), call toll free [Phone number](#), or write to [Address](#).

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Credit Monitoring Services: two (2) years of credit monitoring services that provide monitoring of the credit report with the three major credit bureaus (Experian, Equifax, and Transunion), alerts about changes in information to the credit report, dark web scanning for personal information, and identify theft insurance, and access to assistance to help investigate and resolve any issues.

Reimbursement for “Attested Time”: Unless a claim is made for an Alternative Cash Payment (see below), reimbursement of up to five (5) hours at a rate of \$30.00 per hour of time spent remedying issues related to the Data Breach, if at least one full hour was spent, upon submission of an attestation detailing how and why the time was spent.

Reimbursement for “Out-of-Pocket Costs”: Unless a claim is made for an Alternative Cash Payment (see below), reimbursement of up to \$500.00 of any of the following documented costs or expenditures that a Settlement Class Member actually incurred because of the Data Breach, that have not already been reimbursed by a third party, and which were incurred between the date of notice of the Data Breach to the Settlement Class Member and the date of the [Preliminary Approval Order](#): (1) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, copying, or gasoline for local travel; (2) professional fees including attorneys’ fees, accountants’ fees, notary fees, and fees for credit repair services; and (3) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

Reimbursement for “Financial Losses”: Unless a claim is made for an Alternative Cash Payment (see below), reimbursement of up to \$4,000.00 for proven monetary losses arising from financial fraud or identity theft, if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Data Breach; (3) the loss occurred between October 3, 2022, and the Claims Deadline; (4) the loss is not already covered as Attested Time or an Out-of-Pocket Expense; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

Alternative Cash Payment: In lieu of any claims for Attested Time, Out-of-Pocket Costs, or Financial Losses, Defendant will provide compensation to Settlement Class Members for an Alternative Cash Payment of \$75.00, upon submission of a timely and valid Claim Form and conditioned upon the Settlement Class Member not making any claims or receiving any reimbursement or compensation for Attested Time, Out-of-Pocket Expenses, or Financial Losses.

To receive any of the payments or benefits described above, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator by the Claims Deadline.

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7. How to submit a Claim Form

All Claim Forms will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by <<DATE>> or postmarked no later than <<DATE>>. You can download a Claim Form at [URL](#) or you can call the Claims Administrator at <<PHONE NUMBER>> for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant or its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, and departments (including but not limited to Tanzerra Resorts, LLC; Boynton Canyon Management Company; Carter Creek Management Company, and 360 Bahamas Ltd.) as well as any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees, and all their predecessors, successors, and assigns, in their individual and official capacities, both jointly and severally, (collectively the “Releasees”) regarding the Data Breach or claims in the Lawsuit.

The Settlement Agreement, which includes all provisions about settled claims, releases, and the Releasees, is available at [URL](#).

The only way to keep the right to sue is to exclude yourself (see Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Settlement Class Representatives receive compensation?

Yes. If approved by the Court, the Settlement Class Representative will receive a Service award of up to \$1,500, to compensate him for services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Settlement Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written Opt-Out Request, stating your full name, address, and telephone number. Your Opt-Out Request must be personally signed by you and contain your original signature (or the original signature of a Person previously authorized by law, such as a trustee, guardian, or Person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written Opt-Out Request must be postmarked no later than <<DATE>> to: *Davila et al. v. New Enchantment Group, LLC*, c/o A.B. Data, Ltd., PO Box #####, City, State #####-#####

Instructions on how to submit an Opt-Out Request are available at [URL](#) or from the Settlement Administrator by calling <<PHONE NUMBER>>.

If you exclude yourself, you will not be able to receive any cash benefit or reimbursement of documented out-of-pocket expenses from the Settlement, and you cannot object to the Settlement at the Final

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Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendants on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Releasees (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Releasees (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. William B. Federman and Kennedy M. Brian with the law firm of Federman & Sherwood (called “Settlement Class Counsel”) represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$282,500.00. A copy of Settlement Class Counsel’s Motion for attorneys’ fees, costs, expenses, and Service Award for Settlement Class Representatives will be posted on the Settlement Website, [URL](#), before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an Objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) State the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- b) Contain the objecting Settlement Class Member’s original signature;
- c) Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident);
- d) Set forth a statement of all grounds for the Objection, including any legal support for the Objection that the objector believes applicable;
- e) Identify all counsel representing the objector;

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- f) State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g) Contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Your Objection must be filed with the Clerk of Court and include the case name and docket number, *Davila et al. v. New Enchantment Group, LLC*, Case No. 2:23-cv-01098-SRB, pending in the United States District Court for the District of Arizona, to be received no later than **DATE** at:

Attn: Clerk of the Court
 United States District Court District of Arizona - Phoenix Division
 Sandra Day O'Connor U.S. Courthouse, Suite 130
 401 West Washington Street, SPC 1
 Phoenix, AZ 85003-2118

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Defendants’ Counsel, postmarked no later than **<<DATE>>**:

CLASS COUNSEL	Sheffield (DEFENSE) COUNSEL
Federman & Sherwood c/o William B. Federman and Kennedy M. Brian 10205 N Pennsylvania Ave. Oklahoma City, OK 73120	Freeman Mathis & Gary, LLP c/o David A. Cole 100 Galleria Parkway, Suite 1600 Atlanta, GA 30339

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendants’ Counsel, a notice of appearance no later than forty-five (45) days after the Notice Deadline. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney’s name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney, and;
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness’s expected testimony at least thirty (30) days before the Final Approval Hearing.

If you do not submit your Objection with all requirements, or if your Objection is not received by **<<DATE>>**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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16. What is the difference between objecting and asking to be excluded?

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

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on <<DATE>>, at <<TIME>> in the United States District Court District of Arizona - Phoenix Division, and may also be held virtually. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [URL](#) for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service award to the Settlement Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

GET MORE INFORMATION

20. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for attorneys' fees, costs, expenses, and Service award for Settlement Class Representatives, and more, please visit [URL](#) or call <<PHONE NUMBER>>. You may also contact the Claims Administrator at *Address*.

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**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE
CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' COUNSEL.**