

**ARBITERSPORTS, LLC CLASS ACTION SETTLEMENT**  
**CLAIM FORM**

**United States District Court for the Eastern District of Pennsylvania**  
***Quezada, et al. v. ArbiterSports, LLC* (Case No. 2:20-CV-05193-TJS)**

If ArbiterSports sent you notification via email or mail on or around August 24, 2020 that your personal information may have been exposed as a result of the July 2020 Data Security Incident at issue in the above Litigation, you may submit a claim.

**CLAIMS MUST BE FILED NO LATER THAN 11:00 p.m. EST, NOVEMBER 19, 2021.** Claims submitted after this date will not be considered valid, and you will not be paid.

You may submit a claim for the following benefits:

1. **Ordinary Expense Reimbursement**: Settlement Class Members may use this Claim Form to recover compensation for 100% of their documented out-of-pocket expenses, not to exceed \$350.00 per Settlement Class Member, that were incurred between July 8, 2020 and November 19, 2021, as a result of the Data Security Incident. Out-of-pocket expenses include:
  - a) long-distance telephone charges, cell minutes (if charged by the minute), internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Security Incident), and text messages (if charged by the message and incurred solely as a result of the Data Security Incident), and postage;
  - b) documented costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage;
  - c) documented costs associated with credit freezes;
  - d) documented costs of credit monitoring services active between July 8, 2020 and November 19, 2021;
  - e) reimbursement of ArbiterSports' fees incurred by Settlement Class Members for the issuance of paper checks between July 8, 2020 and November 19, 2021;
  - f) documented professional fees and other costs incurred to address identity fraud or theft, including but not limited to falsified tax returns, new account fraud, existing account fraud, and account takeover;
  - g) other documented unreimbursed losses, fees, or charges incurred as a result of identity fraud or theft, including but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellation or due to over-limit situations;
  - h) up to three (3) hours of undocumented lost time compensated at \$20.00 per hour upon attestation (i.e., a statement by you) that the time was spent as a result of the Data Security Incident;

- i) up to two (2) additional hours of lost time compensated at \$20.00 per hour upon attestation (i.e., a statement by you) that the time was spent as a result of the Data Security Incident, a brief written description of how the time was spent related to the Data Security Incident, and documentation regarding how the time was spent;
  - j) If the claims rate for undocumented lost time claims is below 2%, ArbiterSports will distribute to Settlement Class Members who submit a Valid Claim for undocumented lost time an amount equal to a 2% claims rate for undocumented lost time on a per-hour-claimed-pro-rata basis.
2. **Extraordinary Circumstances Increase:** Settlement Class Members may submit a separate statement with supporting documentation to illustrate extraordinary circumstances sufficient to establish good cause to increase the individual's Ordinary Expense Reimbursement cap from \$350.00 up to an amount not to exceed \$5,000.00 per Settlement Class Member. The process for reviewing any separate statement and documentation for the Extraordinary Circumstances Increase will follow the dispute resolution process for claims identified in the Settlement Agreement, available at [www.ArbiterSettlement.com](http://www.ArbiterSettlement.com). **You must submit both a separate statement and supporting documentation to request an Extraordinary Circumstances Increase or your claim for an Extraordinary Circumstances Increase may be denied.**
3. **Credit Monitoring and Credit Restoration Protections:** All Settlement Class Members may receive eighteen (18) months of free credit monitoring and credit restoration protections ("Credit Monitoring Protections"). Settlement Class Members may elect to (1) receive the Credit Monitoring Protections following the Settlement's Effective Date; or (2) defer the Credit Monitoring Protections for one (1) year following the date upon which the Settlement becomes effective and final. The credit monitoring will be provided through Identity Guard's Total Plan, powered by IBM Watson, and will include: (i) Up to \$1 million dollars reimbursement insurance from AIG (\$0 deductible) covering losses due to identity theft and stolen funds; (ii) Three bureau credit monitoring, providing notice of certain changes to the Settlement Class Member's credit profile; (iii) Real time authentication alerts in as little as three seconds when someone attempts to make a change to enrolled Settlement Class Members' personal account information within Identity Guard's network; (iv) Alerts based on searches of payday-loan providers and court records and monitoring of the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the enrolled Settlement Class Members' information; (v) Dark Web Monitoring that will provide notification if an enrolled Settlement Class Member's information such as Social Security number, credit card numbers, financial account numbers, health insurance number, passport number, or email address are found on the Dark Web; (vi) Threat Alerts powered by IBM "Watson's" artificial intelligence of potential threats relevant to the enrolled Settlement Class Members found by IBM Watson's artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities; (vii) customer support and victim assistance, including credit restoration services, provided by Identity Guard, where Settlement Class Members are assigned a specially trained dedicated case manager who monitors the Settlement Class Member's account and acts as his or her primary point of contact for any potentially fraudulent activities; (viii) Anti-phishing Applications for iOS & Android Mobile devices; and (ix) Safe browsing software for personal computers and Macs to help protect the enrolled Settlement Class Member's computer(s) against malicious content

Settlement benefits will be distributed only after the Settlement is approved by the Court and all appeals are resolved in favor of upholding the Settlement. For additional information, please visit [www.ArbiterSettlement.com](http://www.ArbiterSettlement.com) or call 1-833-677-1096.

**Please note: the Settlement Administrator may contact you to request additional documents or information needed to process your claim.**

## I. CLAIMANT INFORMATION

Please fill out the below information to submit a claim. **You must use the name that was included on the Settlement Notice that was emailed to you so that we can match you in our records.**

We will use this information to contact you and process your claim. If any of the following information changes, you must promptly notify us by mail at ArbiterSports Settlement, c/o JND Legal Administration, P.O. Box 91340, Seattle, WA 98111.

Claimant ID: \_\_\_\_\_  
(Your Claimant ID is located on the Settlement Notice you received.)

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Primary Email Address: \_\_\_\_\_  
(to be used to provide you instructions on how to enroll for the free Credit Monitoring Protections benefit).

## II. CREDIT MONITORING

### Credit Monitoring

*You may be eligible to receive free credit monitoring protections.*

All Settlement Class Members who submit a Valid Claim are eligible to receive eighteen (18) months of credit monitoring and credit restoration protections ("Credit Monitoring Protections") paid for by ArbiterSports as detailed above.

Do you wish to sign up for free Credit Monitoring Protections through Identity Guard's Total Plan, powered by IBM Watson?

Yes, I want to sign up to receive free Credit Monitoring Protections.

If you select "yes" for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring Protections will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address or, if you do not have an email address, to your home address.

I want to start the Credit Monitoring Protections once the Settlement become effective and final.

I want to defer the start of the Credit Monitoring Protections for one (1) year after the Settlement becomes effective and final.

I do not want free Credit Monitoring Protections.

### III. REIMBURSEMENT OF TIME SPENT

#### Cash Payment: Reimbursement for Time Spent Related to the Data Security Incident

*You may be eligible to receive \$20 per hour for up to 5 hours of lost time*

If you lost time related to the Data Security Incident, including any time you spent researching issues related to the Data Security Incident, protecting yourself from possible harm, securing identity theft credit services, freezing and unfreezing your credit report, and similar issues, you may seek reimbursement for your time at \$20 per hour for up to three (3) hours. *You do not need to include any documentation in order for your claim for lost time to be valid.* You may also claim up to two (2) additional hours of lost time, for a total of five (5) hours, by including a written description of the lost time and how it was related to the Data Security Incident and providing documentation regarding how the additional time was spent. *You must include documentation of this additional lost time in order for your claim for additional lost time to be valid.*

By signing the claim form below, you attest that the lost time was related to the Data Security Incident.

**Lost Time Claimed:** \_\_\_\_\_ (up to 3 hours)

Please select "Yes" below to confirm that the above lost time was incurred because of the Data Security Incident:

- Yes  
 I am not claiming time under this Section

(You do not need to submit any documentation regarding how the above lost time was spent.)

**Additional Lost Time Claimed:** \_\_\_\_\_ (up to 2 hours)

**(If claiming this Additional Lost Time you must submit documentation regarding how the Additional Lost Time was spent)**

Description of how the Additional Lost Time was spent related to the Data Security Incident:

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Please select "Yes" below to confirm that the above Additional Lost Time was incurred because of the Data Security Incident:

- Yes  
 I am not claiming time under this Section

Have you enclosed documentation regarding how the Additional Lost Time was spent if claimed above?

- Yes
- No (You must include documentation of this Additional Lost Time in order for your claim for Additional Lost Time to be valid and reimbursed)

#### **IV. ORDINARY EXPENSE REIMBURSEMENT**

### **Cash Payment: Reimbursement for Documented Out-of-Pocket Expenses**

*You may be eligible for reimbursement of documented expenses.*

If you have out-of-pocket expenses as a result of the Data Security Incident from July 8, 2020 through November 19, 2021, you may claim those documented expenses, up to a cap of \$350.00, in this Section.

**You must attach and submit any supporting documentation proving these expenses.**

By signing this claim form you attest that you believe the expenses listed below were incurred as a result of the Data Security Incident.

<b><u>Loss Type and Examples of Documents</u></b>	<b><u>Amount</u></b>	<b><u>Description of Out-of-Pocket Expense and Supporting Documents</u></b> (Identify the amount of money you spent or lost, what supporting documents you are attaching, and why)
Payment(s) for freezing or unfreezing your credit report between July 8, 2020 and November 19, 2021  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze.</i>	\$	<hr/> <hr/> <hr/> <hr/> <hr/>
Credit monitoring and identity theft protection purchased between July 8, 2020 and November 19, 2021  <i>Examples: Receipts or statements for credit monitoring services.</i>	\$	<hr/> <hr/> <hr/> <hr/> <hr/>
ArbiterSports' fees incurred for the issuance of paper checks between July 8, 2020 and November 19, 2021  <i>Examples: Account statement with fees highlighted.</i>	\$	<hr/> <hr/> <hr/> <hr/> <hr/>

<p>Other documented unreimbursed losses, fees, or charges due to identity theft or fraud.</p> <p><i>Examples: Unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies.</i></p>	\$	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Professional fees paid to address identity theft between July 8, 2020 and November 19, 2021</p> <p><i>Examples: Receipts, bills, and invoices from accountants, lawyers, or others.</i></p>	\$	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other expenses such as notary, fax, postage, copying, mileage, text messages, cell minutes, or long-distance telephone charges between July 8, 2020 and November 19, 2021</p> <p><i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled.</i></p>	\$	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Please select "Yes" below to confirm that the above expenses (and any supporting documentation attached) were incurred because of the Data Security Incident:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> I am not claiming out-of-pocket expenses under this Section</p>		
<p>Have you enclosed documentation to prove and support ordinary expense reimbursement if claimed above?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No (You must include documentation to prove and support your ordinary expense reimbursement for your claim to be valid and reimbursed)</p>		

## V. EXTRAORDINARY CIRCUMSTANCES INCREASE

### Cash Payment: Reimbursement for Extraordinary Circumstances

*You may be eligible for an additional extraordinary expenses increase.*

If you believe you have extraordinary circumstances sufficient to establish good cause to increase the Ordinary Expense Reimbursement cap from \$350.00 up to an amount not to exceed \$5,000.00, you must include a separate statement, including separate supporting documentation sufficient to establish good cause for this increase.

**If a separate statement and supporting documentation is not provided, the Extraordinary Circumstances Increase claim may be denied.**

Are you claiming extraordinary circumstances?

Yes, I want to claim extraordinary circumstances.

If you select "yes" for this option, you must submit a separate statement with supporting documentation.

Have you enclosed a separate statement and supporting documentation to support extraordinary expense reimbursement if claimed above?

Yes

No (You must provide a separate statement and supporting documentation for your extraordinary expense reimbursement claim to be valid)

## VI. Affirmation

### Signature

I affirm under the laws of the United States that the information supplied in this claim form and any supplemental documentation attached is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

**Signature:** \_\_\_\_\_

**Dated:** \_\_\_\_\_