

If ArbiterSports Notified You In 2020 That Your Personal Information May Have Been Exposed In A 2020 Data Security Incident, You May Be Eligible For Payment And 18 Months Of Free Credit Monitoring From A Class Action Settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed class action settlement has been reached in *Quezada, et al. v. ArbiterSports, LLC*, Case No. 2:20-CV-05193-TJS (E.D. Pa.).
- Plaintiffs Victor Alfonso Rodriguez Quezada, Brendan Monaghan, Kevin Schmid, and John Schmid (“Class Representatives”) allege that in July 2020, cyber-criminals accessed certain devices in Defendant ArbiterSports, LLC’s (“ArbiterSports” or “Defendant”) network and accessed and obtained personal information of ArbiterSports’ users which may have included their account user names and passwords, names, addresses, dates of birth, email addresses, and Social Security Numbers (“Data Security Incident”). Plaintiffs allege that ArbiterSports notified the individuals whose information was potentially impacted on or around August 24, 2020. A full copy of the First Amended Class Action Complaint may be reviewed at the Settlement Website: www.ArbiterSettlement.com.
- There has been no admission of wrongdoing or liability by ArbiterSports. Instead, Plaintiffs and ArbiterSports have agreed to a settlement to avoid the risk, cost, and time of further litigation.
- You are a Settlement Class Member if ArbiterSports sent you a notification via email or mail on or around August 24, 2020 that your personal information may have been exposed to unauthorized third parties as a result of the Data Security Incident.
- **Even if you did not receive or do not recall receiving that notice, if you have received the Notice of the Proposed Class Action Settlement, you are likely a Settlement Class Member.**
- The proposed settlement has been preliminarily approved by the Court. This notice provides information about the lawsuit, the Settlement, and the rights and options of Settlement Class Members. If you are a Settlement Class Member, you may be entitled to a cash payment and you are eligible for eighteen (18) months of free comprehensive credit monitoring and credit restoration protections. **To receive one or both of these benefits, you must file a claim as detailed below.** You also have the right to object to the Settlement or to exclude yourself from the Settlement. You may also do nothing. These options are explained below.
- A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.ArbiterSettlement.com. This Notice contains only a summary of the Settlement Agreement.
- Your legal rights are affected whether or not you act. **Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a Claim for Settlement benefits online or by mail • Be bound by the Settlement • Give up your right to sue or continue to sue ArbiterSports for the claims released by the Settlement 	Submit online or postmarked by November 19, 2021
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Settlement Class and receive no Settlement benefits • Keep your right to sue or continue to sue ArbiterSports for the claims released by the Settlement • You cannot request exclusion and still object 	Postmarked by October 22, 2021
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement • You will still be bound by the Settlement • You may still file a Claim for Settlement benefits • You cannot both request exclusion and object 	Postmarked by October 22, 2021
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlement • If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by October 22, 2021 	December 14, 2021 at 10:00 a.m., Eastern
DO NOTHING	<ul style="list-style-type: none"> • Receive no Settlement benefits • Give up your right to sue or continue to sue ArbiterSports for the claims released by the Settlement 	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.ArbiterSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will occur only if the Court approves the proposed Settlement and after any appeals are resolved in favor of upholding the Settlement. This can take time. Please be patient.

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BASIC INFORMATION

1. Why did I get notice of this Settlement?

You received notice of this Settlement because records show that you were sent notice by ArbiterSports on or around August 24, 2020 that your personal information may have been exposed to unauthorized third parties as a result of the Data Security Incident, which is further described in the First Amended Class Action Complaint (“Complaint”).

2. What is this lawsuit about?

The Class Representatives filed a Complaint against ArbiterSports. The Complaint alleges that in July 2020, cyber-criminals accessed certain devices in ArbiterSports’ network and accessed and obtained the personal information of ArbiterSports’ users, which may have included account user names and passwords, names, addresses, dates of birth, email addresses, and Social Security Numbers. Plaintiffs allege that ArbiterSports notified the individuals whose information was potentially impacted on or around August 24, 2020. The personal information of approximately 539,199 of ArbiterSports’ users were potentially impacted in the Data Security Incident.

As noted above, there has been no admission of wrongdoing or liability by ArbiterSports. Instead, Plaintiffs and ArbiterSports have agreed to a settlement to avoid the risk, cost, and time of further litigation. The Court has not decided that ArbiterSports has violated any laws. This Notice is not an expression of any opinion by the Court on the claims in the lawsuit.

3. Why is this a class action?

In a class action, one or more people called Class Representatives sue not only for themselves but also on behalf of people who have similar claims. If the Court finds that the legal requirements for establishing a class are met, then all of these people with similar claims and interests form a class.

When a court decides a class action case or approves a class action settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has given its preliminary approval to the Settlement and to the Settlement Class defined below in Question 5. A copy of the Court’s order granting preliminary approval may be found at www.ArbiterSettlement.com.

4. Why is there a Settlement?

Plaintiffs and ArbiterSports have agreed to the proposed Settlement to avoid the risk, cost, and time of further litigation. The Court has not decided in favor of the Class Representatives or ArbiterSports. The Class Representatives and Class Counsel appointed by the Court to represent the Settlement Class believe the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

If you were one of the approximately 539,199 individuals to whom ArbiterSports sent notification via email or mail on or around August 24, 2020 that their personal information may be been exposed to unauthorized third parties as a result of the data security incident, which is further described in the First Amended Class Action Complaint (“Data Security Incident”), you are a member of the Settlement Class.

6. What if I am not sure if I am included in the Settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, you may visit the Settlement Website, www.ArbiterSettlement.com, for detailed information regarding the Settlement, or call the Claims Administrator toll-free at 1-833-677-1096.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

7. What can I get from the Settlement?

Settlement Class Members who timely submit a Valid Claim may receive: (1) compensation for documented, out-of-pocket expenses incurred as a result of the Data Security Incident up to \$350.00, and if extraordinary circumstances exist to establish good cause, up to \$5,000.00; (2) compensation for up to five (5) hours of lost time spent as a result of the Data Security Incident at a rate of \$20.00 per hour; and (3) eighteen (18) months of complimentary credit monitoring and credit restoration protections. ArbiterSports has also verified, and Plaintiffs have confirmed, that the security-system and practices enhancements relating to its information security are presently in place and/or will be put in place, and that ArbiterSports will implement third-party IT security audits to ensure compliance for the next two (2) years. Below are additional details for each of the Settlement benefits.

1. Ordinary Expense Reimbursement: All Settlement Class Members who submit a timely and Valid Claim are eligible 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. Documented, out-of-pocket expenses include:

- long distance telephone charges;
- cell minutes (if charged by 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);
- postage;
- documented costs associated with miscellaneous expenses such as notary, fax, postage, copying, and mileage;
- documented costs associated with credit freezes;
- documented costs of credit monitoring services active between July 8, 2020 and November 19, 2021;
- reimbursement of ArbiterSports’ fees incurred by Settlement Class Members for the issuance of paper checks between July 8, 2020 and November 19, 2021;

- 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;
- 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;
- 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; and
- 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;
- If the claims rate for undocumented lost time claims is below 2%, ArbiterSports will distribute to Settlement Class Members who have submitted 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: If a Settlement Class Member believes there are extraordinary circumstances sufficient to increase the individual cap from \$350.00 up to an amount not to exceed \$5,000.00 per Settlement Class Member, the Class Member must include a separate statement with supporting documentation.

The process for reviewing any separate statement and documentation for this Extraordinary Circumstances Increase will follow the dispute resolution process for claims identified in the Settlement Agreement, available at www.ArbiterSettlement.com. If a separate statement or supporting documentation is not provided, the Claim will be denied, but only after the Settlement Class Member is given notice of the defect and one (1) opportunity to fix the defect within thirty (30) days.

3. Credit Monitoring and Credit Restoration Protections: ArbiterSports agrees to offer eighteen (18) months of credit monitoring protections and credit restoration protections for all Settlement Class Members (the “Credit Monitoring Protections”). The credit monitoring will be provided through Identity Guard’s Total Plan, powered by IBM Watson, and will include at least the following, or similar, services:

- Up to \$1 million dollars reimbursement insurance from AIG (\$0 deductible) covering losses due to identity theft and stolen funds;
- Three bureau credit monitoring providing notice of certain changes to the enrolled Settlement Class Member’s credit profile;
- 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;
- 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;
- 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;

- 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;
- 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;
- Anti-phishing Applications for iOS & Android Mobile devices; and
- Safe browsing software for personal computers and Macs to help protect the enrolled Settlement Class Member’s computer(s) against malicious content with an add-on for Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash (the extension also blocks content and tracking cookies to help protect personal information).

Settlement Class Members may elect to (1) receive the Credit Monitoring Protections following the date upon which the Settlement becomes effective and final (the “Effective Date”); or (2) defer the Credit Monitoring Protections for one (1) year following the date upon which the Settlement becomes effective and final.

To receive the Credit Monitoring Protections benefit, you must submit a Claim Form by **November 19, 2021**, elect to either start the credit monitoring following the Effective Date or elect to defer the credit monitoring for one (1) year, and follow the enrollment instructions that will be emailed to you following Final Approval of this Settlement.

4. Confirmatory Discovery and Security Improvements: ArbiterSports has verified, and Plaintiffs have confirmed, that the security-system and practices enhancements relating to ArbiterSports’ information security are presently in place and/or will be put in place. Generally, ArbiterSports will implement and enhance its security systems and practices. It will work to align its information security programs with the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework, or a reasonable equivalent. ArbiterSports will also implement third-party IT security audits to ensure compliance with applicable certifications for the next two years following Final Approval of this Settlement.

HOW TO GET SETTLEMENT BENEFITS

8. How can I get Settlement benefits?

To be eligible for Settlement benefits, you must complete and submit a timely and Valid Claim. The Claim Form can be obtained online at www.ArbiterSettlement.com or by writing the Claims Administrator at the address listed below. The completed Claim Form must be submitted to the Claims Administrator online at www.ArbiterSettlement.com or by mail to the address below.

ArbiterSports Settlement
c/o JND Legal Administration
P.O. Box 91340
Seattle, WA 98111

Claim Forms must be submitted online or postmarked by **November 19, 2021**; otherwise you will not be entitled to any of the Settlement benefits, but you will be bound by the Settlement and the Court’s judgment.

QUESTIONS? VISIT WWW.ARBITERSETTLEMENT.COM OR CALL TOLL-FREE AT 1-833-677-1096

9. When would I get my Settlement benefits?

Settlement benefits will be made to Settlement Class Members who submit a timely and Valid Claim after the Court grants “final approval” to the Settlement and after any and all appeals are resolved in favor of upholding the Settlement. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

10. What am I giving up to get Settlement benefits or stay in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Claims. It also means that all the decisions by the Court will bind you.

More information regarding the Released Parties and the Released Claims can be found in the Settlement Agreement available at www.ArbitratorSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment, eighteen (18) months of credit monitoring and restoration protections from the Settlement, or you want to keep the right to sue or continue to sue the Released Parties for the Released Claims, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting-out” of the Settlement.

11. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must mail a written request for exclusion. The request must include the following:

- A statement saying “I wish to exclude myself from the Settlement in *Quezada, et al. v. ArbitratorSports, LLC*, Case No. 2:20-cv-05193-TJS, in the United States District Court for the Eastern District of Pennsylvania”; and
- Your full name, address, and signature.

You must mail your exclusion request so that it is **postmarked by October 22, 2021** to the following:

ArbitratorSports Settlement
c/o JND Legal Administration
P.O. Box 91340
Seattle, WA 98111

You cannot exclude yourself by telephone or by sending an email. If you ask to be excluded, you will not get any Settlement benefits and you cannot object to the Settlement. You will not be legally bound by the Settlement, and you may be able to sue (or continue to sue) the Released Parties for the Released Claims.

12. If I don't exclude myself, can I sue ArbiterSports for the same thing later?

No. Unless you exclude yourself, you give up any right to sue ArbiterSports and/or the Released Parties for the claims released by the Settlement whether or not you already have your own lawsuit pending. If you properly exclude yourself from the Settlement, then you will not be bound by any orders or judgments entered in the class action relating to the Settlement and can pursue your own claims.

13. If I exclude myself, can I still get Settlement benefits?

No. You will not get any Settlement benefits if you exclude yourself.

DO NOT SUBMIT BOTH A CLAIM FORM AND REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, THE REQUEST FOR EXCLUSION WILL BE DISREGARDED.

THE LAWYERS REPRESENTING YOU

14. Do I need to hire my own lawyer?

No. The Court has appointed Scott H. Wolpert, Christine M. Gordon, and Keith T. Vernon of Timoney Knox, LLP; and Jonathan Shub and Kevin Laukaitis of Shub Law Firm, LLC as Class Counsel. 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.

15. How will the lawyers be paid?

The Parties have agreed that the Court will determine the amount of any award of attorneys' fees, costs, and incentive awards to be paid by ArbiterSports. Class Counsel will submit a motion to the Court requesting attorneys' fees, costs, and incentive awards no later than **August 20, 2021**. When filed, Class Counsels' motion for attorneys' fees, costs, and incentive awards will be posted on the Settlement Website at www.ArbiterSettlement.com. ArbiterSports has retained any and all rights to oppose such motion on all available grounds related to the amount of any attorneys' fees, costs, and/or incentive awards.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Each Settlement Class Member who wishes to object to any term of this Settlement must do so, in writing, by delivering a written objection to the Court, Class Counsel, and ArbiterSports' Counsel at the addresses listed below so that it is **postmarked by October 22, 2021**.

To be valid, the written objection must include:

- full name, address, telephone number, and email address (if any);
- information identifying yourself as a Settlement Class Member;

- a written statement of all grounds for your objection, accompanied by any legal support you care to submit;
- the identity of all lawyers (if any) representing you;
- the identity of all of your lawyers (if any) who will appear at the Final Fairness Hearing;
- a list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature or the signature of your lawyer or representative;
- a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last three (3) years;
- a list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years; and
- a list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

Your objection, along with supporting materials, must be mailed and **postmarked by October 22, 2021** to the following three (3) addresses below:

<u>Court</u>	<u>Class Counsel</u>	<u>ArbiterSports' Counsel</u>
United States District Court for the Eastern District of Pennsylvania 601 Market Street, Room 2609 Philadelphia, PA 19106	Scott H. Wolpert TIMONEY KNOX, LLP 400 Maryland Drive Fort Washington, PA 19034	Casie D. Collignon BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202

17. What is the difference between objecting and excluding?

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

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **December 14, 2021 at 10:00 a.m., Eastern**. The Final Fairness Hearing will be held at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Courtroom 9A, Philadelphia, PA 19106.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsels' request for attorneys' fees, costs, and incentive awards to the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The date and time are subject to change, as is the Court's decision whether to hold the Final Fairness Hearing in person or by video. Please continue to check the Settlement Website (www.ArbitratorSettlement.com) for updates.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend if you choose, but it's not necessary.

20. May I speak at the Final Fairness Hearing?

Yes. You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and ArbitratorSports' Counsel no later than **October 22, 2021**.

Any such request must state your name, address, and telephone number, as well as the name, address, and telephone number of any person that may appear on your behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, will be deemed ineffective and will waive your right to appear and to comment on the Settlement at the Final Fairness Hearing. Persons or entities that opt-out may not request to appear and be heard at the Final Fairness Hearing.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will not get any Settlement benefits. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against ArbitratorSports about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.Arbitersettlement.com. If you have additional questions you can visit the Settlement Website, call toll-free at 1-833-677-1096 or contact the Settlement Administrator by mail at:

Arbitersports Settlement
c/o JND Legal Administration
P.O. Box 91340
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT