

# Exhibit C

## NOTICE OF CLASS ACTION SETTLEMENT

SOUTHERN DISTRICT OF NEW YORK  
*In Re UNITE HERE Data Security Incident Litigation*  
Case No. 1:24-cv-01565-JSR (S.D.N.Y.)

### **You may be eligible for benefits from a class action settlement regarding a cybersecurity incident involving UNITE HERE.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with UNITE HERE (“Defendant”) in a class action lawsuit arising out of an alleged security incident impacting Defendant, which occurred on or about October 20, 2023 (the “Incident”). The Settlement provides benefits as described in this notice. If you are a Settlement Class Member, there are benefits available to you from the proposed settlement. The settlement includes all persons residing in the United States whose Private Information was potentially compromised as a result of the Incident. **The easiest way to submit a claim under the Settlement is online at [\[WEBSITE\]](#).**

The settlement provides payments and other benefits to people who submit valid claims for a *pro rata* share of the Settlement Fund, certain documented out-of-pocket expenses, and credit monitoring services. More specifically, the settlement relief includes:

- **Credit Monitoring**: With this Settlement, you can submit a claim for two years of credit monitoring protection services.
- **Compensation for Documented Out-of-Pocket Expenses**: If you have incurred actual, unreimbursed expenses as a result of the cybersecurity Incident, you can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses include: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between October 20, 2023 and the Claims Deadline. You must include documentation to support that the out-of-pocket expenses were the result of the Incident.
- **Pro Rata Cash Fund Payments**: All Settlement Class Members are eligible to make a claim for a cash fund payment, regardless of whether they make a claim for documented Out-of-Pocket Expenses. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund to Settlement Class Members after payment of all approved claims for Out-of-Pocket Expenses, Costs of Settlement Administration, the cost of Credit Monitoring, and any attorneys’ fee and expense award and service awards.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

**Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a claim for Settlement Benefits</b>	<p>You must submit a claim form to receive any of the above-listed benefits. Your claim form must include your Unique Member ID found on the postcard notice sent to you (also available from the Settlement Administrator).</p> <p>For more detailed information, see Question 9.</p>	(75) days from date of Notice
<b>Exclude yourself from the Settlement</b>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator in writing signed by you that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Defendant (or any Released Parties) for claims related to the cybersecurity Incident. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 16.</p>	60 days from date of Notice
<b>Object to or comment on the Settlement</b>	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Defendant (or any Released Parties) for claims related to the cybersecurity Incident, as described in the Settlement Agreement available on the Settlement website, [[WEBSITE]].</p> <p>For more detailed information, see Question 17.</p>	60 days from date of Notice
<b>Do Nothing</b>	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Defendant (or any Released Parties) separately for claims relating to the cybersecurity Incident or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

**Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-XXX-XXX-XXXX**

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION..... Page 5**

1. What is this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

### **WHO IS PART OF THE SETTLEMENT? ..... Page 6**

5. How do I know if I am part of the Settlement?

### **THE SETTLEMENT BENEFITS..... Page 6**

6. What does the Settlement provide?
7. How will the Settlement help me protect against future fraud?

### **HOW DO YOU RECEIVE A BENEFIT? ..... Page 7**

8. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, or a Pro Rata Cash Payment?
9. How will claims be decided?
10. When will I get my payment?

### **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT ..... Page 8**

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

### **THE LAWYERS REPRESENTING YOU ..... Page 9**

12. Do I have a lawyer in this case?
13. How will the lawyers be paid?
14. Will the Settlement Class Representatives receive additional money?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT..... Page 9**

15. How do I exclude myself from the Settlement?

### **OBJECTING TO THE SETTLEMENT ..... Page 10**

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

### **GETTING MORE INFORMATION..... Page 12**

17. How do I get more information?

Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-XXX-XXX-XXXX

## BASIC INFORMATION

### 1. What is this notice?

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was potentially involved in the cybersecurity Incident.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

### 2. What is this lawsuit about?

This lawsuit involves claims that Defendant is responsible for a cybersecurity incident involving the unauthorized access to UNITE HERE's network on or about October 20, 2023, which was the subject of notices provided by Defendant in or around February 23, 2024 (the "Incident").

Defendant denies these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by any Defendant.

### 3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement after arms-length settlement negotiations. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class, as well as the attorneys for the settlement class ("Class Counsel," see Question 13), believe that the settlement is in the best interests of the Settlement Class Members.

Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX

## WHO IS PART OF THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you reside in the United States and your Private Information may have been involved in the Incident.

If you are not sure whether you are included in the settlement, you may contact the Settlement Administrator at 1-888-8888 or [address] with questions.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

The Settlement provides:

- A *pro rata* cash payment from the Settlement Fund;
- Compensation for unreimbursed, out-of-pocket expenses;
- Two years of credit monitoring (Question 7);
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of attorneys' fees, costs, expenses, and service awards as approved by the Court (Question 14).

**Settlement Benefit: Pro Rata Cash Fund Payments:** All Settlement Class Members are eligible to make a claim for a cash fund payment, regardless of whether they make a claim for Documented Out-Of-Pocket Expenses. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund to Settlement Class Members after payment of all approved claims for Out-of-Pocket Expenses, Costs of Settlement Administration, the cost of Credit Monitoring, and any attorneys' fee and expense award and service awards.

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses:** Settlement Class Members that have documented out-of-pocket losses as a result of the cybersecurity Incident can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses that are eligible for reimbursement include the following: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between October 20, 2023 and the Claims Deadline.

To claim reimbursement for Out-of-Pocket Expenses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

Questions? Visit [\[WEBSITE\]](#) or Call 1-XXX-XXX-XXXX

**Settlement Benefit: Credit Monitoring:** You can submit a claim for two years of credit monitoring protection services.

\* \* \*

The Settlement Administrator will decide if your claim is valid. Only valid claims will be paid/approved. The deadline to file a claim for a Pro Rata Cash Payment, Out-of-Pocket Expenses, and/or Credit Monitoring is **[CLAIMS DEADLINE]**. **The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.**

#### **7. How will the Settlement help me protect against future fraud?**

Settlement Class Members can submit a claim for two years of credit monitoring protection

The deadline to file a claim for Credit Monitoring is **[CLAIMS DEADLINE]**. If you submit a valid claim form and elect to enroll in Credit Monitoring, you will receive enrollment instructions by email after the settlement is final.

### **HOW DO YOU RECEIVE A BENEFIT?**

#### **8. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, or a Pro Rata Cash Payment?**

To file a claim for credit monitoring, a *pro rata* cash payment, or Out-of-Pocket Expenses, you will either need to file a claim form with your unique Class Member ID, which can be found on the postcard notice you received, or by contacting the Settlement Administrator directly. **The easiest way to submit a claim form is online, by filling out the form at **[WEBSITE]**.** You can also download a paper claim form and return a completed claim form by mail addressed to:

#### **INSERT**

The deadline to file a claim is **[CLAIMS DEADLINE]** (this is the last day to file online and the postmark deadline for mailed claims).

#### **9. How will claims be decided?**

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

Valid Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

**Questions? Visit **[WEBSITE]** or Call 1-**XXX-XXX-XXXX****

## **10. When will I get my payment?**

The Court will hold a hearing on **[FINAL APPROVAL DATE]** to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

## **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

### **11. What am I giving up as part of the Settlement?**

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the cybersecurity Incident against Defendant and any Released Parties when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendant or any Released Parties for any harm related to the cybersecurity Incident or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 15), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders and cannot bring a lawsuit or be part of another lawsuit against Defendant or any Released Parties regarding the cybersecurity Incident.

Paragraph 6 of the Settlement Agreement defines the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at **[[WEBSITE]]**.

If you have any questions, you can contact the Settlement Administrator (*see* Question 17).

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in this case?**

Yes. The Court appointed Mason A. Barney and Tyler J. Bean of Siri & Glimstad LLP, and John J. Nelson of the law firm Milberg Coleman Bryson Phillips Grossman, PLLC, as Settlement Class Counsel. You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **13. How will the lawyers be paid?**

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees and expenses not to exceed 33% of the \$6,000,000.00 Settlement Fund (\$2,000,000.00). The Court will

**Questions? Visit **[[WEBSITE]]** or Call 1-**XXX-XXX-XXXX****



decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for attorneys' fees and expenses incurred in the Litigation (which must be approved by the Court) will be filed by [DATE] and will be available to view on the Settlement website at [[WEBSITE]].

#### 14. Will the Settlement Class Representatives receive additional money?

Subject to Court approval, Class Counsel will file a motion for approval of a service award in the amount of \$3,500 to the named Plaintiffs (for a total payment of \$7,000).

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 15. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Defendant, and you may file your own lawsuit against Defendant based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must do so online at [WEBSITE] by [DATE] or mail a "request for exclusion," postmarked no later than [DATE], to:

**INSERT**

The statement must contain the following information:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion (or his/her parent or legal guardian, if a minor child);
- (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request (or, in the case of a minor, the personal signature of the minor's parent or legal guardian appears on the request).

**Questions? Visit [WEBSITE] or Call 1-XXX-XXX-XXXX**

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

## **OBJECTING TO THE SETTLEMENT**

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

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (i) Your name, address, telephone number, and email address (if any);
- (ii) information identifying yourself as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- (iv) the identity of any and all counsel representing you in connection with the objection;
- (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing;
- (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel have filed an objection to any proposed class action settlement within the last three (3) years.

To be considered by the Court, your written objection must be postmarked no later than **[DATE]**, to the following designated email address or Post Office box established by the Settlement Administrator and contain the case name and docket number *In Re UNITE HERE Data Security Incident Litigation*, Case No. 1:24-cv-01565-JSR:

**[XXXXXX]**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

**Questions? Visit [\[WEBSITE\]](#) or Call 1-**XXX-XXX-XXXX****

The Court has scheduled a Final Fairness Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **[DATE and TIME]** before the Honorable Jed S. Rakoff in Courtroom 14B of the United States Courthouse located at 500 Pearl St. New York, NY 10007. This hearing date and time may be moved. Please refer to the Settlement Website (**WEBSITE**) for notice of any changes.

## GETTING MORE INFORMATION

### 17. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement Website at **[WEBSITE]** or call **[PHONE]**. You can also contact the Settlement Administrator by mailing a letter to the Settlement Administrator, **[INSERT ADDRESS]**, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

***Please do not contact the Court, its Clerks, or Defendant.***

**Questions? Visit [\[WEBSITE\]](#) or Call 1-**XXX-XXX-XXXX****