

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Kevin Meagher, et al.,
Plaintiffs
v.
KTC Holding Company,
Defendant

Case No. 2:24-cv-01630-CDS-MDC

**Order Granting Final Approval of Class
Action Settlement, Motion for Attorney’s
Fees, and Judgment**

[ECF Nos. 39, 40]

Plaintiffs Kevin Meagher and Rebecca Dawson (collectively, “Plaintiffs”), on behalf of themselves and on behalf of all others similarly situated, by and through Class Counsel, Federman & Sherwood, having moved this court for an order granting final approval of class action settlement, and defendant KTC Holding Company f/k/a The Kingdom Trust Company (“KTC” or “Defendant”), through its attorneys, appeared for a final fairness hearing on March 17, 2026.¹ Mins., ECF No. 43.

The court granted preliminary approval of the parties’ Settlement Agreement in the above-captioned action (the “Litigation”) on November 3, 2025 (“Preliminary Approval Order”).

Notice to the Settlement Class Members was sent in accordance with the Preliminary Approval Order providing an opportunity for Settlement Class Members to receive benefits under the Settlement Agreement, opt-out, or submit objections.

Zero Settlement Class Members submitted an objection, zero Settlement Class Members submitted a request for exclusion, and zero Settlement Class Members appeared at the final fairness hearing.

Now, upon careful consideration of the Settlement Agreement and annexed exhibits, the Motion for Final Approval (ECF No. 40), the Motion for Attorney’s Fees, Costs, Expenses, and Service Awards (ECF No. 39), and after hearing counsel for all of the parties at the March 17,

¹ The transcript of the hearing is incorporated as if fully set forth herein.

1 2026 fairness hearing (ECF No. 43), the court GRANTS final approval of the Settlement
2 Agreement, and hereby finds and orders for purposes of settlement only:

3 1. Capitalized terms used in this Order and Judgment and not otherwise defined
4 herein have the definitions assigned to them in the Settlement Agreement.

5 2. This court has jurisdiction over the subject matter of the Litigation and over all
6 parties to the Litigation, including all Settlement Class Members with respect to the following
7 Class certified under Rule 23 of the Federal Rules of Civil Procedure:

8 All individuals who were sent a notice of data breach letter from the Defendant
9 concerning the Data Incident discovered by the Defendant on or around March 1, 2024.

10 3. The court hereby fully, finally and unconditionally approves the Settlement
11 embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and
12 compromise of the claims asserted in the Litigation.

13 4. The Settlement Class Members have been given proper and adequate notice of
14 the Settlement, fairness hearing, Class Counsel's application for attorney's fees, and the service
15 award to the Settlement Class Representatives.

16 5. A declaration of the Claims Administrator's compliance with the Notice process
17 has been filed with the Court. ECF No. 40-2. The Notice process as set forth in the Settlement
18 Agreement and ordered in the Preliminary Approval Order constitutes the best notice
19 practicable under the circumstances and constitutes valid, due, and sufficient notice to all
20 Settlement Class Members in accordance with the requirements of Federal Rule of Civil
21 Procedure 23(c)(2).

22 6. The court hereby orders that the Settlement Agreement must be implemented in
23 accordance with its terms and conditions pursuant to the Settlement Agreement.

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1 7. In accordance with the Settlement Agreement, Class Counsel is hereby awarded
2 attorneys' fees in the amount of \$260,000.00 and costs in the amount of \$6,560.09 to be paid as
3 specified in the Settlement Agreement.²

4 8. In accordance with the Settlement Agreement, the Settlement Class
5 Representatives are hereby awarded \$2,500.00 each (\$5,000.00 total), to be paid as specified in
6 the Settlement Agreement.

7 9. The Litigation is hereby dismissed with prejudice in its entirety as to the
8 Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the
9 Settlement Agreement, and all the claims of the Settlement Class Members must be, and hereby
10 are, dismissed and released pursuant to the Settlement Agreement.

11 10. Each Settlement Class Member is bound by this Judgment and Order, including,
12 without limitation, the release of certain claims as set forth in the Settlement Agreement.

13 11. As of the final date of the opt-out period, zero opt-outs were received.

14 12. As of the final date of the objection period, zero objections were received.

15 13. The court has considered all the documents filed in support of the Settlement,
16 and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received
17 at the Final Approval Hearing, all other papers and documents comprising the record herein,
18 and all oral arguments presented to the court.

19 14. This Judgment and Order, and the Settlement Agreement, and all papers related
20 thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability,
21 claim or wrongdoing in this Litigation or in any other proceeding.

22 15. In the event that the Settlement Agreement does not become effective in
23 accordance with its terms, then this Final Approval Order and Judgment are rendered null and
24 void to the extent provided by and in accordance with the Settlement Agreement and will be

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26 ² Accordingly, the court also grants the plaintiffs' motion for attorney's fees, expenses, and service
awards. Mot., ECF No. 39.

1 vacated, and in such event, all orders entered in connection herewith will be null and void to the
2 extent provided by and in accordance with the Settlement Agreement.

3 16. The court hereby finds that there is no just reason for delay of entry of this
4 Judgment and hereby directs its entry.

5 Without affecting the finality of this Judgment in any way, the court hereby retains
6 continuing jurisdiction over (a) implementation of this Settlement Agreement; (b) disposition of
7 the settlement funds; and (c) all parties hereto for the purpose of construing, enforcing and
8 administering the Settlement Agreement and this Judgment.

9 The Clerk of Court is kindly directed to close this case.

10 Dated: March 19, 2026

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13 Cristina D. Silva
14 United States District Judge
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