AlaFile E-Notice

33-CV-2025-900186.00

Judge: BRIAN P HAMILTON

To: EVAN MICHAEL HARGETT
evan@rbmattorneys.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

HALEY WHITE ET AL V. PLAYSTUDIOS US, LLC.
33-CV-2025-900186.00

The following matter was FILED on 6/30/2026 12:10:56 PM

C001 WHITE HALEY

C002 ROBERTS DONOVAN

C003 MURNAGHAN HOPE

C004 ALLAHBEAUTIFUL PRINCE

C005 EBERSOLE CHRISTOPHER

C006 WHITNEY LUKE

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Filer: HARGETT EVAN MICHAEL]

Notice Date: 6/30/2026 12:10:56 PM

DERRICK SCOTT
CIRCUIT COURT CLERK
FRANKLIN COUNTY, ALABAMA
P. O. BOX 160
RUSSELLVILLE, AL, 35653

256-332-8861

STATE OF ALABAMA Revised 3/5/08

Unified Judicial System

33-FRANKLIN ☐ **District Court** ☑ **Circuit Court**

Cas

CV2

CIVIL MOTION COVER SHEET

HALEY WHITE ET AL V. PLAYSTUDIOS US, LLC.

Name of Filing Party: C001 - WHITE HALEY
C002 - ROBERTS DONOVAN
C003 - MURNAGHAN HOPE
C004 - ALLAHBEAUTIFUL PRINCE
C005 - EBERSOLE CHRISTOPHER
C006 - WHITNEY LUKE

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

EVAN MICHAEL HARGETT
P.O. BOX 669
RUSSELLVILLE, AL 35653

Attorney Bar No.: HAR411

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

- ☐ Default Judgment ($50.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e.Summary Judgment, Judgment on the Pleadings, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion not pursuant to Rule 12(b)) ($50.00)
- ☐ Summary Judgment pursuant to Rule 56($50.00)
- ☐ Motion to Intervene ($297.00)
- ☐ Other ______

pursuant to Rule ______($50.00)

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Costs $ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☑ Other Plaintiff's Motion for Preliminary Approval of Class Action Settlement

pursuant to Rule . (Subject to Filing Fee)

Check here if you have filed or are filing contemoraneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐	Date: 6/30/2026 12:09:49 PM	Signature of Attorney or Party /s/ EVAN MICHAEL HARGETT

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

ELECTRONICALLY FILED
6/30/2026 12:10 PM
33-CV-2025-900186.00
CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA
DERRICK SCOTT, CLERK

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	
Playstudios US, LLC,	)	**Case No. 33-CV-2025-900186.00**
Defendants.	)	

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I. TABLE OF CONTENTS

II. TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

III. INTRODUCTION.

Pursuant to Rule 23(e) of the Alabama Rules of Civil Procedure, Plaintiffs Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney hereby request that this Court certify the classes described herein for settlement purposes and grant preliminary approval of the parties' settlement and the notice plan described herein. The settlement before the Court deals with litigation that includes multiple court and arbitration cases alleging that social casino apps constitute illegal gambling. These matters are pending in several states against multiple app developers. One of those developers is Playstudios (which will be used herein to refer to defendant Playstudios US, LLC). While the actions against Playstudios were in various stages, the parties began arm's-length settlement negotiations. These efforts, after litigation and discovery in the various matters involving Playstudios, were eventually successful, allowing current plaintiffs Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney to reach a settlement with Playstudios.

Plaintiffs believe that their claims have merit and that they would have ultimately prevailed on the merits at trial. Nonetheless, Plaintiffs and their counsel recognize that Playstudios has raised legal and factual arguments and defenses that present a risk to Plaintiffs' ability to prevail. Plaintiffs and counsel have taken into account this uncertain outcome, as well as the expense, difficulty, delay, and risk inherent in any litigation, especially complex class litigation. This settlement thus represents the best interests of the class in the professional judgment of class counsel and in the estimation of the named plaintiffs.

The proposed settlement in this case provides significant benefits to all class members valued at a total of approximately $_____. Settlement class members will receive approximately twenty seven percent (27%) (less costs of administration and awarded attorney's fees and incentive payments) of their net purchase amounts in virtual currency. In addition, settlement class members have the right to elect to receive approximately twenty three percent (23%) in monetary form up to an aggregate cap as described in the settlement agreement. In the event the cap is reached on elections for monetary benefits, each class member will still receive a prorated amount of monetary benefit dependent upon the number of claims filed, and will receive the remaining value of their benefit in virtual currency. As such, each and every class member will receive the full value of the settlement.

In relation to the amount at issue, this recovery is on par with other settlements concerning social casino themed games which have been reached in other cases. Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025); Reed v. Scientific Games, No. 2:18-cv-00565-RSL (W.D. Wash. 2022) (Doc. 164-1, Class Action Settlement Agreement); Benson v. DoubleDown

Interactive, LLC, 2023 WL 3761929 (W.D. Wash. 2023); Wilson v. Playtika, Ltd., 2021 WL 512230 (W.D. Wash. 2021); Kater v. Churchill Downs, Inc., 2021 WL 511203 (W.D. Wash. 2021); Fernando v. Zynga, Inc., 2022 WL 17741841 (W.D. Wash. 2022); Wilson v. Huuuge, Inc., 2021 WL 512229 (W.D. Wash. 2021); Kingston vs. SpinX Games Ltd., Case No. 24-CI-00062, in the Kentucky Circuit Court for Henderson County; Armstead v. VGW Malta Ltd, Case No. 2022-CI-00553, in the Henderson County Circuit Court, Commonwealth of Kentucky; and Wyland v. Woopla Inc., Case No. 2023-CI-00356, in the Kentucky Circuit Court for Henderson County, among other similar settlements.

In addition to this valuable consideration going to the class, Playstudios has also agreed to implement changes to its relevant applications providing meaningful prospective relief. These changes are above and include providing enough free virtual currency to allow a class member to continue with more than one additional spin if they run out of virtual coins in the applications.

The Class Action Settlement for which the parties seek this court's approval is entered into by the named plaintiffs listed above as individuals and as representatives of statewide classes in Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts, along with defendant Playstudios US, LLC. The parties intend this agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), subject to the terms and conditions of the agreement and the final approval of the court. This settlement represents a fair compromise between the parties, and meets the standard for class action settlement approval, as will be fully explained below. The court should grant this motion for preliminary approval and proceed with class notice and the scheduling of a final approval hearing.

IV. SUMMARY OF THE LITIGATION

The present litigation between the parties consists of court cases in state court in two states (Alabama and Tennessee) as well as arbitration proceedings in other additional states (Kentucky, Ohio, and Massachusetts), and a federal court proceeding in Kentucky. New Jersey is additionally included as a compromised state to prevent suit from being instituted there. Each of these cases except the Kentucky case were filed in late 2022 or 2023, and the procedural history of each case will be detailed in Section B below. None of the cases has reached final decision of the merits, and each is currently stayed or closed pending the resolution of this action and approval of the class action settlement.

A. Factual Background

Playstudios publishes a number of applications available for smart phones in the Apple App Store and the Google Play Store, among other platforms, including myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, my KONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo.

These applications contain individual games designed to mimic either slot machines, blackjack, or bingo. These games operate via virtual coins that players use to play the simulated slot machines, black jack, and bingo games. New players of the games are allotted a number of coins for free, and players can receive additional free coins in various ways while playing the games. They can also purchase virtual coins inside the games.

Plaintiffs allege that people who buy the virtual coins do so to gamble them on games of chance within the apps. Plaintiffs say the coins serve no purpose other than to be risked on the games in the apps, and winning more coins allows the player to achieve additional play and amusement without additional expense. Plaintiffs further allege that when a player runs out of coins, or goes below the lowest spin amount on a given slot machine, the game pops up a screen encouraging them to buy more coins. If that screen is closed, the game gives them enough coins for a single spin, and if that spin does not win additional coins, the process is repeated. In Plaintiffs' view, people buy coins to continue risking them on the games of chance in Playstudios' apps without undergoing this tedious and unamusing process.

Playstudios disagrees with Plaintiffs' contentions. Playstudios has argued, among other things, that the virtual coins have no real-world value because they can only be used to play the games within the apps for entertainment purposes and cannot be cashed out or transferred. Playstudios has also emphasized that players never have to purchase coins in order to play the games. Players can play all of the games within the apps for free, without limit. Indeed, Playstudios has pointed out that the majority of players never spend any money in the apps and play exclusively for free.

None of the cases has reached the merits stage where these contentions will be tested. Each party recognizes the uncertainty surrounding whether a particular court or arbitration panel will determine that the games constitute illegal gambling. This uncertainty incentivized the parties to reach a reasonable compromise.

B. Legal Background

Each of the cases has been brought pursuant to a gambling loss recovery statute that allows people who lose money at illegal gambling to sue to recover their losses. Furthermore, Plaintiffs contend that in each state, caselaw establishes that free play, or additional amusement, is a thing of value. Playstudios disputes this contention. A brief overview of the relevant states' laws follows.

1. Alabama

Alabama's gambling loss recovery statute is found at Section 8-1-150 of the state's code. Subsection (a) of the statute voids all gambling contracts and allows gamblers to recover any money lost at illegal gambling:

> (a) All contracts founded in whole or in part on a gambling consideration are void. Any person who has paid any money or delivered any thing of value lost upon any game or wager may recover such money, thing, or its value by an action commenced within six months from the time of such payment or delivery.

Ala. Code § 8-1-150(a). Plaintiff Haley White seeks to represent a class of Alabama residents, defined in Section VI.A below, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Plaintiff White contends that these apps constitute illegal gambling under Alabama law because they allow the player to win additional coins, and thus additional opportunities to play the game without charge. The Alabama code defines gambling as follows:

> A person engages in gambling if he stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under his control or influence, upon an agreement or understanding that he or someone else will receive something of value in the event of a certain outcome.

Ala. Code § 13A-12-20(4). The code also defines a thing of value for the purposes of state gambling laws:

> Any money or property, any token, object or article exchangeable for money or property or any form of credit or promise directly or indirectly contemplating transfer of money or property or of any interest therein, or involving **extension of a service entertainment or a privilege of playing at a game or scheme without charge.**

Ala. Code § 13A-12-20(11) (emphasis added).

Plaintiff White and the Alabama class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus the extension of a service entertainment and privilege of playing the game without charge. Thus, they seek the return of that money pursuant to Section 8-1-150(a) of the Alabama Code.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

2. Tennessee

Tennessee's gambling loss recovery statute, codified at Section 29-19-104, is very similar to Alabama's. It allows "[a]ny person who has paid any money or delivered anything of value, lost upon any game or wager" to "recover such money, thing, or its value, by action commenced within ninety (90) days from the time of such payment or delivery." Tenn. Code Ann. § 29-19-104. Plaintiff Luke Whitney seeks to represent a class of Tennessee residents, as defined below in Section VI.A, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Plaintiff Whitney and the Tennessee class contend that these apps constitute illegal gambling under Tennessee law because they allow the player to win additional coins, and thus additional opportunities to play the game without charge. Tennessee law bans "risking anything of value for a profit whose return is to any degree contingent on chance, or any games of chance associated with casinos, including, but not limited to, slot machines, roulette wheels and the like." Tenn.

Code Ann. § 39-17-501. Tennessee courts have found that free play constitutes a thing of value in multiple cases. See, e.g., Brackner v. Estes, 698 S.W.2d 637, 641 (Tenn. Ct. App. 1985); State v. Burkhart, 1999 WL 1096051 (Tenn. Ct. Crim. App. 1999).

Plaintiff Whitney and the Tennessee class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus the extension of a service entertainment and privilege of playing the game without charge. Thus, their claims seek the return of that money pursuant to Section 29-19-104 of the Tennessee Code.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

3. Kentucky

Kentucky also has a gambling loss recovery statute, codified at K.R.S. § 372.020. In pertinent part, it states:

> If any person loses to another at one (1) time, or within twenty-four (24) hours, five dollars ($5) or more, or anything of that value, and pays, transfers or delivers it, the loser or any of his creditors may recover it, or its value, from the winner, or any transferee of the winner, having notice of the consideration, by action brought within five (5) years after the payment, transfer or delivery.

K.R.S. § 372.020. Plaintiff Donovan Roberts seeks to represent a class of Kentucky residents, as defined below in Section VI.A, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Kentucky law defines "gambling" as "staking or risking something of value upon the outcome of a contest, game, gaming scheme, or gaming device which is based upon an element of chance in accord with an agreement or understanding that someone will receive something of value in the event of a certain outcome." K.R.S. § 528.010(3)(a). Plaintiff Roberts and the Kentucky class contend that Playstudios' apps constituted illegal gambling under Kentucky law at the time the initial claims were filed against Playstudios and throughout the statute of limitations period leading up to that filing. Though the law has since been amended, during the class period (defined below), Kentucky law made it clear that free play was something of value under the gambling laws:

> "Something of value" means any money or property, any token, object, or article exchangeable for money or property, or any form of credit or promise directly or indirectly contemplating transfer of money or property or of any interest therein, or ***involving extension of a service, entertainment, or a privilege of playing at a game or scheme without charge***.

K.R.S. § 528.010(11) (emphasis added).

Plaintiff Roberts and the Kentucky class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus the extension of a service entertainment and privilege of playing the game without charge. Thus, their claims seek the return of that money pursuant to Section 372.020 of the Kentucky Revised Statutes.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

4. Ohio

Ohio's gambling loss recovery statute is codified at Section 3763.02 of the Ohio Revised Code. This statute states that "money lost at games may be recovered," specifying as follows:

> If a person, by playing a game, or by a wager, loses to another, money or other thing of value, and pays or delivers it or a part thereof, to the winner thereof, such person losing and paying or delivering, within six months after such loss and payment or delivery, may sue for and recover such money or thing of value or part thereof, from the winner thereof, with costs of suit.

O.R.C. § 3763.02. Plaintiff Christopher Ebersole seeks to represent a class of Ohio residents, as defined in Section VI.A below, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Plaintiff Ebersole contends that Playstudios' apps constitute illegal gambling pursuant to Ohio law. Ohio law prohibits both "schemes of chance," which are defined to include "a slot machine unless authorized under Chapter 3772 of the Revised Code," as well as any other scheme "in which a participant gives a valuable consideration for a chance to win a prize." O.R.C. 2915.01. The Ohio Revised Code includes free play as such a prize:

> Valuable consideration is deemed to be paid for a chance to win a prize in the following instances:
>
> (7) A participant may purchase additional game entries by using points or credits won as prizes while using the electronic device.

O.R.C. § 2915.01(C)(7). The Ohio Supreme Court has also made it clear that free play must be considered a thing of value in interpreting the state's gambling laws, holding that "[a]musement is a thing of value. Were it not so, it would not be commercialized. The less amusement one receives, the less value he receives, and the more amusement, the more value he receives." Westerhaus Co. v. City of Cincinnati, 135 N.E. 2d 318, 336 (Ohio 1956).

Plaintiff Ebersole and the Ohio class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus additional amusement without additional charge. Thus, their claims seek the return of that money pursuant to Section 3763.02 of the Ohio Revised Code.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

5. New Jersey

The New Jersey Statutes state that "[a]ll wagers, bets or stakes made to depend upon any race or game, or upon any gaming by lot or chance, or upon any lot, chance, casualty or unknown or contingent event, shall be unlawful." N.J.R.S. § 2A:40-1. New Jersey also has a gambling loss recovery act that builds upon this statute. It states:

> If any person shall lose any money, goods, chattels or other valuable thing, in violation of section 2A40-1 of this title, and shall pay or deliver the same or any part thereof to the winner, or to any person to his use, or to a stakeholder, such person may sue for and recover such money, or the value of such goods, chattels, or other valuable thing, from such winner, or from such depositary, or from such stakeholder, whether the same has been delivered or paid over by such stakeholder or not, in a civil action provided such action is brought within 6 calendar months after payment or delivery.

N.J.R.S. § 2A:40-5. Plaintiff Prince AllahBeautiful seeks to represent a class of New Jersey residents, as defined in Section VI.A below, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Plaintiff AllahBeautiful and the New Jersey class contend that Playstudios' apps constitute illegal gambling pursuant to New Jersey law. As noted above, Section 2A:40-1 makes all wagering of anything of value unlawful. New Jersey courts have made it clear that free play is a thing of value. Hunter v. Mayor and Council of Teaneck Twp., 24 A. 2d 553 (N.J. 1942) ("since amusement has value, and added amusement has additional value, and since that additional amusement is obtained by chance without the payment of additional compensation therefor, there is involved in the game the three necessary elements of gambling, viz., chance, price, and prize.") (citing Alexander v. Martin, 6 S.E.2d 20 (S.C. 1939) and Alexander v. Hunnicutt, 13 S.E.2d 630 (S.C. 1941)).

Plaintiff AllahBeautiful and the New Jersey class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus additional amusement without additional charge. Thus, their claims seek the return of that money pursuant to Section 2A:40-5 of the New Jersey Revised Statutes.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

6. Massachusetts

Section 1 of Chapter 137 of the Massachusetts General Law provides the basis of Plaintiff's claims in Massachusetts. It states:

> Whoever, by playing at cards, dice or other game, or by betting on the sides or hands of those gaming, except for gaming conducted in licensed gaming establishments pursuant to chapter 23K or sports wagering conducted pursuant to chapter 23N, loses to a person so playing or betting money or goods, and pays or delivers the same or any part thereof to the winner, or whoever pays or delivers money or

> other thing of value to another person for or in consideration of a lottery, policy or pool ticket, certificate, check or slip, or for or in consideration of a chance of drawing or obtaining any money, prize or other thing of value in a lottery or policy game, pool or combination, or other bet, may recover such money or the value of such goods in contract; and if he does not within three months after such loss, payment or delivery, without covin or collusion, prosecute such action with effect, any other person may sue for and recover in tort treble the value thereof.

M.G.L. Ch. 137 § 1. Plaintiff Hope Murnaghan seeks to represent a class of Massachusetts residents, as defined in Section VI.A below, who purchased virtual coins to use in Playstudios' social casino themed games during the class period defined below.

Plaintiff Murnaghan and the Massachusetts class contend that Playstudios' apps constitute illegal gambling pursuant to Massachusetts law. Case law in Massachusetts defines illegal gambling as having three elements: price, chance, and prize. Commonwealth v. Rivers, 82 N.E. 2d 216, 219 (Mass. 1948). When Plaintiff Murnaghan and the members of the class purchased coins, that satisfied the price element. Because Playstudios' apps contain games of chance, that satisfies the chance element. Finally, Massachusetts courts have made it clear that winning free play satisfies the prize element of illegal gambling. Id. at 219 ("It is the free play itself that is the 'property of value' however evidenced.")

Plaintiff Murnahan and the Massachusetts class contend that they lost money at illegal gambling by spending real money for the virtual coins they risked on the games of chance in Playstudios' apps in the hopes of winning additional virtual coins and thus additional amusement without additional charge. Thus, their claims seek the return of that money pursuant to Chapter 137, Section 1 of the Massachusetts General Law.

Playstudios maintains that the games in its apps are not illegal gambling and that the claimants are not legally entitled to any recovery for in-app purchases of virtual coins. The parties seek to compromise these claims.

C. Procedural History

Though the complaint in this case was filed on November 20, 2025, each Plaintiff's claim against Playstudios, that the parties now seek to settle, has a longer history.

In Alabama, a complaint was filed in 2023, bringing claims on behalf of the family members of losing gamblers pursuant to Alabama's third-party gambling recovery statute, section 8-1-150(b), which allows "any other person" to recover the gambling losses "for the use of the wife or, if no wife, the children or, if no children, the next of kin of the loser." Ala. Code § 8-1-150(b). The case was filed in 2023, in the Circuit Court of Franklin County, Alabama. Playstudios attempted to remove the case to federal court on October 5, 2023. The case was remanded on January 7, 2025. Shortly thereafter the parties reached a settlement on January 18, 2025. Though the present case brings claims under Section 8-1-150(a) rather than (b), directly by the losers of the money, it is a continuation of the same controversy as the initial Franklin County case and will settle these claims.

In Tennessee, claims were filed on December 14, 2023 seeking recovery on behalf of family of any and all Tennessee gambling losers. Tennessee Code § 29-19-105 (2015) authorizes “any other person” to recover a gambler’s losses for the use of his or her family. That case, through “any other person,” sought to recover all losses on behalf of all gambler’s families. The action was initially removed by Playstudios on December 15, 2023, but was remanded on September 26, 2024. Playstudios petitioned the Sixth Circuit Court of Appeals for permission to appeal the Remand Order, and subsequently moved to stay the action pending this settlement. The case has remained stayed through the present. On November 20, 2025, as a part of this settlement, Plaintiff Luke Whitney filed a class action in this Court seeking losses pursuant to TN Code §29-19-104.

In Kentucky, the case began with a demand for arbitration filed by Plaintiff Donovan Roberts with the American Arbitration Association (“AAA”) on July 5, 2023. In addition to the first-party gambling loss recovery act noted above, Kentucky law allows “any person” to recover the losses of individuals in the state to illegal gambling during the limitations period. K.R.S. § 372.040. Plaintiff Roberts initially brought his claim pursuant to this statute, and Playstudios moved to dismiss the claim for multiple reasons, including that Claimant’s claims were barred by a provision of its terms of service forbidding class and representative claims, and that the terms of service prohibited claimant from recovering more than what he personally spent on the games. The parties stayed that arbitration pending this settlement. A separate court action was also filed in the Western District of Kentucky, and has been stayed since a court order of January 14, 2025, as the parties have worked on finalizing this settlement. The parties intend for the present settlement to resolve each of these actions.

In Massachusetts and Ohio, arbitrations were filed by Plaintiffs Hope Murnaghan (MA) and Christopher Ebersole (OH). Playstudios moved to dismiss these arbitrations, seeking threshold rulings on several issues, including whether claimants' claims were barred by the choice-of-law provision in Playstudios' terms of service; whether the class waiver in the terms barred claimants from recovering the losses of other residents of their state; and whether the statutes themselves allowed for recovery of the losses of multiple unnamed individuals. The parties began the process of negotiating the settlement, placing the cases in abeyance with the American Arbitration Association. The parties intend the current settlement to resolve both of these cases.

In New Jersey, Plaintiff Prince AllahBeautiful likewise was prepared to file an arbitration with the AAA against Playstudios. The case filing was postponed while the parties began the settlement discussions. The parties intend for the present settlement to resolve the AllahBeautiful claims as well.

D. Risks of Continued Litigation

At all times, Playstudios denied the allegations from Plaintiffs, and vigorously asserted defenses in the various above referenced matters. While some issues were briefed and litigated, they were far from complete in the litigation sense. In addition to potential hurdles related to opposed class certification to potentially dispositive issues such as standing, personal or subject matter jurisdiction, defenses arising from the terms of service, and merits fights related to whether the applications constitute gambling or the virtual coins constitute "things of value," the Plaintiffs recognize there are risks involved in continued litigation of these matters. Given the risks involved with both sides, the parties believe that the Settlement Agreement provides a fair, adequate, and reasonable remedy to all involved.

V. TERMS OF THE SETTLEMENT

A. Recitations and Definitions Relevant to Settlement Approval

The settlement agreement reached by the parties is attached hereto as Exhibit 1. After reciting the cases at issue and the process by which the parties reached their agreement, including multiple telephone calls and videoconferences as well as in-person meetings between opposing counsel, the settlement notes that negotiations began in approximately December of 2024 and that a term sheet was signed on January 18, 2025, and that the signed Settlement Agreement was ultimately signed on November 18, 2025. The settlement further recites that Plaintiffs and Class Counsel believe their claims have merit, but that Playstudios has raised legal arguments and defenses that mean Plaintiffs may not prevail, making it desirable and in the best interests of the Settlement Class to compromise and settle the Released Claims. Playstudios likewise believes that its defenses have merit and denies that any of its games are illegal gambling. Recognizing the potential risk, time, and expense of proceeding with the litigation, Playstudios has concluded that the wiser course is to settle the claims according to the terms described below.

In defining the scope of the settlement, the parties list out the actions described above, and also define the applications involved to be myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, my KONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo. (Exhibit 1, Settlement Agreement, at 3). The parties also explicitly define the class periods involved, which vary from state to state. These dates will be explained in section VI.A below. Id. at 4. The Settlement class in each state is defined as all individuals in that state (as reasonably determined by billing address information, IP address information, or other information furnished by Playstudios) who spent money to play the applications at issue, not including any Judge or Magistrate presiding over the action, Defendants or related entities, or persons who properly execute a timely request for exclusion along with their representatives, successors, or assigns. Id. at 10.

The claims released by the Settlement class in the settlement are defined broadly to include all claims, whether under the laws of the states at issue, federal law, or the laws of any other jurisdiction, that arise out of the relationship between any class member and the applications at issue. Id. at 7-8. The released claims include but are not limited to any allegations that the applications are illegal gambling or illegal lotteries, or that the virtual coins used therein have any value. The released parties include Playstudios US, LLC, and any other present or former parents, subsidiaries and affiliates, and additional related entities. Id. at 8-9.

B. Settlement Relief to the Class

Each member of the settlement class who does not timely and properly file an opt out request will receive the benefits outlined in the settlement and also have the option to file an Election Form, which will essentially allow him or her to choose between two forms of relief. Each settlement class member who does not file an election will receive a return of twenty-seven percent of the virtual currency that they purchased during the class period in the settlement states, net of platform fees, and after the deduction for costs of administration, awarded attorney's fees, and incentive awards. Id. at 12-13. The settlement also explains that these coins will be distributed in installments, beginning within thirty days of the settlement becoming effective, with installments over a twenty-four month period. Id. The coins distributed can be used to play the games for free without expenditure of any money.

Settlement class members will also have the option of filing an Election to receive monetary a benefit in the same amount. Any class member who files an Approved Election will receive a monetary payment equal to twenty-three percent of the money they spent to purchase virtual currency in the applications during the class period in the settlement states, net of platform fees, and after the deduction for costs of administration, awarded attorney's fees, and incentive awards. Id. at 13. These cash payments are subject to a cumulative cap of seventeen percent of the Total Settlement Amount. Id. If the cap is reached, the payment to class members will be proportionately reduced, but the amount of the reduction shall be given to those class members in the form of virtual currency as described above. Id. All such Approved Elections shall be paid from the settlement fund by electronic payment or check within sixty days of the settlement taking effect. Id. at 14.

In addition to this direct relief to class members, Playstudios will also take additional steps within 180 days of an order granting preliminary approval. First, Playstudios has periodically reviewed the free play options in the games during the litigation, and will ensure that it continues to do so to ensure the free play features are continuously enabled in the games. Playstudios will also make the free play feature as conspicuous as any alternative offers in the games, and make sure the players do not have to leave the games or applications to continue to play for free. Exhibit 1, Settlement Agreement, at 14-15. These additional aspects of injunctive relief provide value to the class and allow players to play a more fully functional version of the game without purchasing virtual coins with real money.

C. Released Claims and Agreements on Notice

In return for the relief provided to the class, plaintiffs and the class members relinquish their claims pursuant to the first-party gambling recovery statutes above, including all claims that the applications are illegal gambling, that they are an illegal lottery, and that the virtual chips are things of value. (Exhibit 1, Settlement Agreement, at 7-8, 15-16). Specifically, anyone who does not opt out and becomes a valid member of the class agrees that they will not argue in future litigation that the virtual coins represent anything of value under Alabama, Tennessee, Kentucky, Ohio, New Jersey, or Massachusetts law. Id. at 15-16. If Playstudios does as promised in the prior section and the changes regarding gameplay remain implemented, members of the settlement class are estopped from contending that the virtual objects in the applications are things of value, that the applications or anything in them constitute illegal gambling under the specified state laws, or that the games are deceptive, unfair, or illegal under the laws of those states. Id. at 15-16.

Regarding notice, the parties recognize that the first step to providing notice is to generate a class list. Id. at 17. To do so, Defendants will provide proposed class counsel (Davis & Norris, LLP) and the Settlement Administrator with the contact information reasonably available for all putative class members. Id at 17. The parties also have worked with platform providers including: Amazon, Apple, Facebook, and Google, to obtain additional contact information in their possession. Id. at 18. The parties have worked diligently to obtain email addresses from the platform providers through subpoenas, which has been an intensive multi-month process. The contact information obtained from the platforms either has been or will be provided to the settlement administrator to create a confidential class list. Id. Where available to Playstudios, U.S. Mail addresses of the class members will also be provided. (However, U.S. Mail addresses are available for only a small fraction of the total settlement class.)

The settlement administrator will use this information to send the class notice to the emails of class members, and, if no valid email address is available, to their available U.S. Mailing address. Id. at 18. The electronic form of the notice is attached as Exhibit B to the Settlement, while the U.S. Mail notice is attached as Exhibit C to the Settlement. The information on these two notices is quite similar, informing the recipient that they are a class member if they paid to play the listed Playstudios games on specified dates within specified states set forth in the notice. The notice goes on to inform the putative class members that they may, but are not required to, elect to receive virtual currency or a cash payout and how to file an election for the latter. Once approved by the court, it will also contain important dates like the deadline to submit an election form and the date of the Final Approval Hearing.

The notice will also contain a link to the Election Form, which class members will need to submit if they elect to receive cash instead of virtual currency. (Exhibit 1, Settlement Agreement, at 18). The parties also have a plan to send a reminder notice concerning the election deadline, at seven days before the deadline. Id. In addition, the settlement requires the administrator to supplement the direct notices described above with notice in digital publications targeted to the states at issue and running for at least a month, designed to deliver more than one million total impressions to potential class members. Id. at 18-19. The notice will also inform class members of their rights to opt out of the settlement or object to it. Id. at 19.

This plan provides more than sufficient constitutional notice to class members, under both Alabama and federal law. Rule 23(e) of the Alabama Rules of Civil Procedures requires that the claims of a class certified for settlement purposes may be compromised only with the court's approval, and states that "notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." Ala. R. Civ. Proc. 23(e). Because Plaintiffs seek to certify these classes pursuant to both Rule 23(b)(3), not solely under Rule 23(b)(2), notice in this instance is also governed by Rule 23(c)(2), which requires that "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Ala. R. Civ. Proc. 23(c)(2). The rule states that such best notice can include "United States mail, electronic means, or other appropriate means." Id. As noted above, the parties have endeavored to obtain from the platforms the email addresses of class members. The parties have further agreed that notice of the settlement will be posted on a website and in digital publications. These are appropriate ways to reach people who engage in online gaming.

Rule 23(c)(2) also prescribes the contents of the notice, stating that it "shall advise each member that (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel." Ala. R. Civ. Proc. 23(c)(2). The Alabama Supreme Court has cited with approval the Northern District of Alabama's discussion of class notice for settlement purposes in Battle v. Liberty Nat'l Life Ins., 770 F.Supp. 1499, 1522 (N.D. Ala. 1991):

> A class settlement notice need only properly identify the plaintiff class and generally describe the terms of the settlement so as to alert members "with adverse viewpoints to investigate and to come forward and be heard." Mendoza v. Tucson School Dist. No. 1, 623 F.3d 1338,

> 1352 (5th Cir. 1979). See In re Southern Florida Waste Disposal Antitrust Litig., 896 F. 2d 493, 495 (11th Cir. 1990) (per curiam); Burns v. Elrod, 757 F.2d 151, 155 (7th. Cir. 1985). The notice is "not required to provide a complete source of settlement information." In re Gypsum Antitrust Cases, 565 F.2d 1123, 1125 (9th Cir. 1977). See also Greenspun v. Bogan, 492 F.2d 375, 382 (1st Cir. 1974).

Perdue v. Green, 127 So.3d 343, 405 (Ala. 2012) (quote appears as in Perdue, cleaned up from Battle.) The Alabama Supreme Court went on to state that the notice in Perdue informed class members of the proposed settlement's change to their rights and that approval thereof would constitute a final adjudication of their claims, as required by Rule 23(c). Id. at 406. The notice at issue also included sufficient information to place class members who might be adverse to the settlement on investigative notice and informed them "how to formally object to final approval." Id. Notice of how to object serves the same purpose as notice of the right to intervene in Rule 23(c)(2).

In this case, the parties' proposed notice plan provides sufficient detail in all three aspects. The parties have put together a multi-part notice plan that taps EisnerAmper, a large and well-respected settlement firm to serve as Settlement Administrator. (Exhibit 2, Barnett Aff Exhibit B, EisnerAmper Resume). The Administrator will not only send email and, if necessary, U.S. Mail notices to class members containing all requisite information, but will also create and maintain a Settlement Website. (Exhibit 1, Settlement Agreement, at 18-19). This website will contain extensive information about the settlement, and will also allow class members to file election forms online. Id. As required by Alabama law, both the notice (whether in electronic or paper form) and the website will inform class members about the upcoming approval hearing, their ability to object, and the deadline to do so. As noted above, notice will also be published in digital publications, and a reminder notice will be sent seven days prior to the deadline for class members to elect to receive cash benefits. All of this easily meets the requirements for notice as articulated by both the Alabama and United States Supreme Courts. Perdue, 127 So.3d at 405; see also Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 173 (1974).

D. Attorney's Fees and Incentive Awards

The parties agree that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement in an amount determined by the Court as the Fee Award. Under the settlement, Class Counsel have reserved the right to petition the Court for an award of Attorneys' Fees and Expenses, to be paid from Playstudios. (Exhibit 1, Settlement Agreement, at 28). Defendant has reserved its right to oppose any request for fees and expenses if it chooses. Lastly, the parties have agreed that in the event the relieve provided in Paragraph 2.1(a)(ii) (up to the cap) and the attorney's fees awarded under Paragraph 8.1 together exceed the sum value of 43.5% of the Total Settlement Amount as defined in the Settlement

Agreement, the attorney's fees awarded under Paragraph 8.1 will be reduced so that the sum total equals 43.5% of the Total Settlement Amount.

Additionally, the parties have agreed that given the participation in lengthy litigation in both arbitration and courts across six states, that the Plaintiffs should be entitled to an incentive award for their work representing the classes subject to Court approval. (Exhibit 2, Barnett Aff., pp.5-7). The parties have agreed that the petition for incentive awards to each Plaintiff and purported Class Representative will be limited to no more than $10,000 each. (Exhibit 1, Settlement Agreement, at 28-29). Defendant reserves its right to oppose the incentive awards if it chooses. Id.

VI. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS PROPER

As noted above, Rule 23(e) contemplates that a class may be "proposed to be certified for purposes of settlement." Ala. R. Civ. Proc. 23(e). "When the court has not yet entered a formal order determining that the action may be maintained as a class action, the parties may stipulate that it be maintained as a class action for the purpose of settlement only." Ex parte First Nat. Bank of Jasper, 717 So.2d 342, 344 (Ala. 1997) (quoting Newberg on Class Actions § 7.33 (3d ed. 1992). The Alabama Supreme Court has recognized that such settlement classes "promote the strong policy favoring settlements." Id. Nonetheless, the trial court must conduct an analysis applying the prerequisites of Rule 23 when approving the settlement. Disch v. Hicks, 900 So. 2d 399, 408 (Ala. 2004). Here, for the reasons explained in detail below, the Court should be satisfied that the four prerequisites of Rule 23(a) as well as the requirements of Rule 23(b)(2) and 23(b)(3) are met.

A. The Class Definition and Time Periods

The class settlement defines the class as follows:

> all individuals who, in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and/or New Jersey (as reasonably determined by billing address information, IP address information, or other information furnished by Playstudios), spent money to play the Applications during the Class Period. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

Exhibit 1, Settlement Agreement, at 10. This definition meets the standards articulated by the Alabama Supreme Court, which has stated that "Rule 23 requires only that the class representatives propose a class definition that that is objectively ascertainable" meaning that it allows the court "to determine who will be bound by rulings once the class is certified." Hall v. Environmental Litig. Group, P.C., 248 So.3d 949, 963 (Ala. 2017) (citing Moore v. Walter Coke, Inc., 294 F.R.D. 620, 627 (N.D. Ala. 2013). The definition chosen by the parties allows for the identification of people who spent money in the given states during specified time periods, and are thus part of the settlement class.

Because the statutes of limitations are different in each of the states at issue, as are the dates the Plaintiffs first brought their claims in each state, the parties also specified the class period in each Alabama, Ohio, New Jersey, Massachusetts and Tennessee as follows:

1.8.1. Alabama: March 8, 2022 through Preliminary Approval;

1.8.2. Ohio: July 26, 2022 through Preliminary Approval;

1.8.3. New Jersey: January 2, 2024 through Preliminary Approval;

1.8.4. Massachusetts: July 26, 2022 through Preliminary Approval;

1.8.5. Tennessee: November 12, 2022, through Preliminary Approval; and

1.8.6. Kentucky: July 5, 2018 through June 29, 2023.

See Ex. A at 4.

B. The Proposed Classes Meet the Requirements of Rule 23(a)

As noted above, the trial court conducts an analysis of the proposed settlement class applying the prerequisites of Rule 23. There are four prerequisites in Rule 23(a) of the Alabama Rules of Civil Procedure:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if
>
> (1) The class is so numerous that joinder of all members is impracticable
>
> (2) There are questions of law or fact common to the class
>
> (3) The claims or defenses of the representative parties are typical of the claims or defenses of the class, and

(4) The representative parties will fairly and adequately protect the interests of the class.

Ala. R. Civ. Proc. 23(a). All factors were determined by this Court to be met in the substantially similar settlement of Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025). As will be demonstrated below, the proposed settlement classes meet each of these prerequisites in this case as well.

1. The classes members are numerous.

Rule 23(a)(1) requires that "the class is so numerous that joinder of all members is impracticable." Ala. R. Civ. Proc. 23(a)(1). "For purposes of Rule 23(a)(1), impracticability is not equated in impossibility, but relates to the difficulty or inconvenience in joining all class members." Cheminova America Corp. v. Corker, 779 So. 2d 1175, 1179 (Ala. 2000) (internal citations removed). Both the Alabama and federal courts have made it clear that "[t]he numerosity requirement imposes no absolute minimum number, but is subject to examination of the specific facts of each case." Id. (citing, inter alia, General Tel. Co. of the Northwest, Inc. v. EEOC, 446 U.S. 318 (1980)). Though no specific minimum number of class members is required, courts have generally held that classes of more than forty members are sufficient. See, e.g., Vega v. T-Mobile USA, Inc., 564 F.3d 1256 (11th Cir. 2009); Cox v. Am. Cast Iron Pipe Co., 784 F.2d 1546, 1553 (11th Cir. 1986) ("while there is no fixed numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors.”).

Here, each class consists of all persons who have spent money to play the games in a given state, and during a specified class period. Playstudios’ customers in each of these states number in the thousands, far more than the forty class members courts find presumptively adequate. (Exhibit 2, Barnett Aff. Pp. 17). Furthermore, these class members are not confined to a specific geographic area within the state, but, in each class, may be dispersed to all corners of the state. This contributes to the impracticality of joining all members of the class as parties, and to their hardship and expense of participating in the case individually. See Ex parte Russell Corp., 703 So. 2d 953, 958 (Ala. 1997) (“The Court further finds that joinder of the Class Members as parties would cause them strong litigational hardship” even where “the Class consists of the ownership of approximately sixty residential parcels of land” in a single subdivision.”) It is clear in this case that joining all members of any of the proposed classes would be impracticable. Thus, the numerosity requirement in Rule 23(a)(1) is met.

2. The commonality requirement is met.

The next prerequisite in Rule 23(a) that “there are questions of law or fact common to the class.” Ala. R. Civ. Proc. 23(a)(2). The United States Supreme Court has held that commonality is construed permissively, and that it is demonstrated when the claims of all class members "depend upon a common contention," with "even a single common question" sufficing. Barnhart v. Ingalls, 275 So.3d 1112, 1128 (Ala. 2018) (quoting Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 350, 359 (2011) (citation omitted)). A "common question" is one that is capable of a classwide answer, such that the "determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." Dukes, 564 U.S. at 350; Barnhart, 275 So.3d at 1128 (Ala. 2018); Williams v. Mohawk Indus., Inc., 568 F.3d 1350, 1355 (11th Cir. 2009).

Courts have noted that the requirement of commonality is often "analytically similar" to that of typicality and to the Rule 23(b)(3) requirement of predominance. National Sec. Fire & Cas. Co. v. DeWitt, 85 So.3d 355, 368 (Ala. 2011) (citing Avis Rent A Car Sys., Inc. v. Heilman, 876 So.2d 1111, 1116 (Ala. 2003). Nonetheless, it is clear that commonality is a less rigorous requirement than predominance, because it requires only the existence of any common question of law or fact. Commonality is generally met "[w]here the complaint alleges that the Defendants have engaged in a standardized course of conduct that affects all class members." In re Terazosin Hydrochloride, 220 F.R.D. 672, 685 (S.D. Fla. 2004). "[I[t is not necessary that members of the proposed class share every fact in common," (Evon v. Law Offices of Sidney Mickell, 688 F.3d 1015, 1030 (9th Cir. 2012) (internal quotations omitted)) so long as there is a "common nucleus of operative facts." Keele v. Wexler, 149 F.3d 589, 594 (7th Cir. 1998).

Here, Playstudios treated all members of the class, who all purchased virtual coins, exactly the same, and all of the class members' claims arise out of a common nucleus of operative facts. Thus, the present case is replete with common questions of law and fact. The gameplay of Playstudios' games are the same for all members of the class, as are the rules under which the applications operate. This raises common questions of fact concerning the nature of the virtual currency, whether it can be used for anything other than playing the social casino themed games, and whether the games are games of chance that cannot be affected by the player's skill. The legal questions raised by the claims are likewise the same within each class. The central legal questions in each state include whether the games violate state law and whether the individual class members have a statutory right to recover the money they spent on them. Each of these factual and legal questions are capable of classwide resolution because the relationship between the games and the players is consistent across class members, as is the meaning of the statutes at issue. The commonality requirement is met.

3. Plaintiffs' claims are typical of those of settlement class members.

Rule 23(a)(3) requires that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Ala. R. Civ. Proc. 23(a)(3). In other words, the question under this prerequisite is whether the claims of the named plaintiff representing each class are sufficiently similar to those of the absent class members. Typicality is determined by examining "whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named class plaintiffs, and whether other class members have been injured by the same course of conduct." In re Checking Account Overdraft Litig., 307 F.R.D. 630, 641 (S.D. Fla. 2015) (quoting Hanon v. Dataprods. Corp., 976 F.2d 497, 508 (9th Cir. 1992)). Furthermore, claims are typical when a class representative "possess[es] the same interest and suffer[s] the same injury" as the class members. Banker v. Circuit City Stores, Inc., 7 So. 3d 992, 997 (Ala. 2008) (citing General Tel. Co. of the Southwest v. Falcon, 475 U.S. 147, 156 (1982)). Finally, the Court can also test typicality by determining that the claims of the class representatives and other class members "arise from the same events, practice, or conduct and are based on the same legal theories." Navelski v. Int'l Paper Co., 244 F. Supp. 3d 1275, 1306 (N.D. Fla. 2017) (citing Kornberg v. Carnival Cruise Lines, Inc., 741 F.2d 1332, 1337 (11th Cir. 1984)).

Here, the individual plaintiffs all have claims that are typical of the class, because the claims of all plaintiffs and class members arise out of the same conduct alleged against Playstudios. (Exhibit 2, Barnett Aff., pp. 6). Each class member, including the named plaintiffs, purports to have suffered injury because they spent money on alleged illegal gambling. All of the claims of the named plaintiffs and the members of the classes represented by them rest on exactly the same legal theories, and named plaintiffs have no interests that are antithetical to those of the absent class members. The only difference between individual class members lies in how much money they spent on Playstudios' social casino themed games. Courts have held that "[d]ifferences in the amount of damages between the class representative and other class members do not affect typicality." Cordova v. R & A Oysters, Inc., 2016 WL 5311889 at *2 (S.D. Ala. 2016) (citing Kornberg v. Carnival Cruise Lines, Inc., 741 F.2d 1332, 1337 (11th Cir. 1984)).

4. Plaintiffs and Class Counsel will adequately represent the classes.

Subsection 4 of Rule 23(a) requires that "the representative parties will fairly and adequately protect the interests of the class." Ala. R. Civ. Proc. 23(a)(4). "The adequacy-of-representation requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action." Busby v. JRHBW Realty, Inc., 513 F.3d 1323 (11th Cir. 2008) (internal citations omitted). On the first of these questions, Alabama has "typically construed" the adequacy-of-representation requirement "to foreclose the class action where there is a conflict of interest between the named plaintiffs and the members of the putative class. Cutler v. Orkin Exterminating Co., Inc., 770 So.2d 67, 71 (Ala. 2000) (citing

General Tel. Co. of the Northwest, Inc. v. EEOC, 446 US 318, 331 (1980). Evaluation of the second question, whether the representatives "will adequately prosecute the action," turns in large part on the adequacy of the attorneys they have chosen. Cutler, 770 So. 2d at 71 (noting that this inquiry "involves questions regarding whether the attorneys representing the class are 'qualified, experienced, and generally able to conduct the proposed litigation.'" (quoting Griffin v. Carlin, 755 F.2d 1516, 1533 (11th Cir. 1985). Putting the two inquiries together, "Adequacy of representation requires that the class representative 'have common interests with unnamed members of the class' and that the representative 'will vigorously prosecute the interests of the class through qualified counsel." Id. (quoting In re American Med. Sys., Inc., 75 F. 3d 1069, 1083 (6th Cir. 1996) (quoting in turn Senter v. General Motors Corp., 532 F.2d 511, 525 (6th Cir. 1976).

Here, both aspects of the adequacy-of-representation requirement are met, because none of the plaintiffs have interests that are adverse to the class (Exhibit 2, Barnett Aff., pp. 6), and because they have hired experienced and competent class actions attorneys. (Exhibit 2, Barnett Aff., pp. 3). The U.S. Supreme Court has noted that when a plaintiff's claims are typical of the class, appointing that plaintiff as the class representative will also ensure that the interests of the class remain adequately protected. See Dukes, 564 U.S. at 349 n.5 (discussing how the fulfillment of the typicality requirement usually also supports a finding of adequacy because an adequate representative will have claims that are typical of the class.) Because each of the named plaintiffs has the same claims, and thus the same interests, as every other member of the class, the representatives will adequately protect those interests. Furthermore, each of the plaintiffs has been a willing and diligent participant in pursuing these claims vigorously. (Exhibit 2, Barnett Aff., pp. 5-6). Each of the plaintiffs has thus demonstrated that he or she will fairly and adequately protect the interests of the class he or she represents. City of St. Petersburg v. Total Containment, Inc., 256 F.R.D. 630, 651-52 (S.D. Fla. 2010) (finding lead plaintiffs to be adequate where, as here, they "do not have any apparent substantial conflicts of interest with potential class members" and "they are actively participating in th[e] litigation").

Similarly, proposed Class Counsel has and will continue to adequately protect the interests of the proposed classes. Alabama courts have looked to the experience, qualifications, and expertise of the attorneys chosen by the class, and have relied on affidavits from counsel. Gladwin Corp. v. Patterson, 2001 WL 1772714 at *8 (Montgomery Co. Cir. Ct. 2001) (noting that firms representing plaintiff class "have extensive experience in class action litigation… and they are capable of representing the class more than adequately.") (citing "affidavits regarding qualifications of class counsel and curricula vitae."). As noted above, Alabama courts also look to federal courts in evaluating whether the prerequisites of Rule 23 are met, and federal courts have identified four factors regarding the adequacy of Class Counsel:

> (i) the work class counsel has done in identifying or investigating potential claims in this action; (ii) class counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this action; (iii) class counsel's knowledge of the applicable law; and (iv) the time and resources class counsel have committed to representing the class.

Chambers v. Groome Transp. of Alabama, Inc., 2015 WL 5124952 at *2 (M.D. Ala. Sept. 1, 2015).

Here, along with counsel Rogers, Bowling, & McReynolds, P.C. and other associated and local counsel, plaintiffs have chosen Davis & Norris, LLP, an experienced and qualified class action firm. (Exhibit 2, Barnett Aff., pp. 3). Proposed Class Counsel are well-financed, well-qualified and experienced members of the plaintiffs' bar who have extensive experience in class actions of similar size, scope, and complexity to the present case. Id. Class Counsel have frequently been appointed lead class counsel by courts throughout the country and have the resources necessary to conduct litigation of this nature. See, e.g., Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025) (appointing same Davis & Norris, LLP attorneys as class counsel); McWhorter v. Ocwen Loan Servicing, 2019 WL 9171207 at *9 (N.D. Ala. Aug. 1, 2019) (noting that "[t]he class representative and class counsel have adequately represented the plaintiff class."); and Faught v. Am. Home Shield Corp., 2009 WL 10263452 at *3 (N.D. Ala. Oct.

30 2009) (appointing Davis & Norris, LLP as class counsel) (aff'd 688 F.3d 1233 (11th Cir. 2011). Furthermore, Class Counsel have already diligently investigated, prosecuted, and dedicated substantial resources to the claims in this action, and will continue to do so through its pendency. (Exhibit 2, Barnett Aff., pp. 3-5), See City of St. Petersburg, 265 F.R.D. at 651 (finding class counsel to be adequate where, as here, they were "well-qualified to prosecute th[e] action … and have demonstrated skill in pursuing th[e] litigation."). Rule 23(a)(4)'s adequacy of representation requirement is clearly met.

C. The Proposed Classes Meet the requirements of Rule 23(b)(2) and 23(b)(3).

In addition to meeting all four of Rule 23(a)'s prerequisites for certification, a proposed class must also satisfy the additional requirements laid out in at least one of the subsections of Rule 23(b). Here, the proposed classes meet the requirements of Rules 23(b)(2) and 23(b)(3), which state:

> (2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole: or
>
> (3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;

> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

Ala. R. Civ. Proc. 23(b)(2)-(3).

Rule 23(b)(2) applies because Playstudios offered the same games, which Plaintiffs contend to be illegal gambling games, to all members of the class, and applied the same Terms of Service to these offers. Thus, injunctive relief applicable to the class as a whole is appropriate. Rule 23(b)(3) is met because the questions of law or fact common to the class predominate over the individual questions, and a class action is the superior means of resolving this controversy.

1. Playstudios has acted on grounds generally applicable to the classes, making injunctive relief appropriate.

The Alabama Supreme Court has held that Rule 23(b)(2) has two separate parts:

> By its terms, … Rule 23(b)(2) imposes two independent but related requirements. In the first place, the defendants' actions or inactions must be … generally applicable to all class members. … The latter half of Rule 23(b)(2) requires that final injunctive relief be appropriate for the class as a whole."

Ryan v. Patterson, 23 So. 3d 12, 19 (Ala. 2009) (quoting Shook v. Board of County Comm'rs of County of El Paso, 543 F.3d 597, 604 (10th Cir. 2008). In answering these inquiries, the court has stated that "the interests of the different members of a (b)(2) class are by no means identical" but that "the substantial cohesion of those interests makes it likely that representative members can adequately represent the interests of absent members." Id. (quoting Holmes v. Continental Can Co., 706 F.2d 1144, 1155 (11th Cir. 1983).

2. Questions of law and fact common to the members of the classes predominate over individual questions.

While Rule 23(a)(2) asks whether there are issues common to the class, Rule 23(b)(3) asks whether "common questions of fact or law predominate over individual questions." Cheminova America Corp. v. Corker, 779 So.2d 1175, 1181 (Ala. 2000). Rule 23(b)(3)'s predominance requirement tests "whether [the] proposed class[] [is] sufficiently cohesive to warrant adjudication by representation." Carriulo v. Gen. Motors Co., 823 F.3d 977, 985 (11th Cir. 2016) (citing Anchem Prods., Inc. v. Windsor, 521 U.S. 591, 623–24 (1997)). Whether common issues predominate depends on "the elements of the underlying cause of action." Erica P. John Fund, Inc. v. Halliburton Co., 563 U.S. 804, 809 (2011).

Here, as detailed above, the elements of the Settlement Class Members' claims present common factual and legal questions, including (a) whether the applications involve chance as alleged, (b) whether virtual currency is a thing of value as alleged, and thus (c) whether the apps constitute illegal gambling under relevant states' laws. Plaintiffs contend that each of these common questions can be resolved in a single stroke for all members of the proposed Settlement Class. As a result, common issues of law and fact predominate over any individualized issues. See, e.g., Cheminova, 779 So.2d at 1181.

3. A class action is the superior means of resolving this controversy.

Finally, certification of this suit as a class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the Settlement Class. To meet the superiority requirement, a plaintiff must show that a class action is superior to other available methods for the fair and efficient adjudication of the [controversy]." Busby v. JRHBW Realty, Inc., 513 F.3d 1314, 1326 (11th Cir. 2008). Efficiency is the primary focus in determining whether the class action is the superior method for resolving the controversy presented. "[T]he class action procedure allows for the efficient and economical litigation of a question potentially affecting every class member." Kelly v. Sabretech Inc., 195 F.R.D. 48, 51 (S.D. Fla. 1999). Because Plaintiffs seek class certification for settlement purposes, the Court need not inquire into whether this action, if tried, would present intractable management problems. Amchem, 521 U.S. at 620; Carriuolo, 823 F.3d at 988; In re Am. Int'l Grp., Inc. Sec. Litig., 689 F.3d 229, 242 (2d Cir. 2012) ("[M]anageability concerns do not stand in the way of certifying a settlement class.").

Additionally, in determining superiority, the Court should consider the "inability of the poor or uninformed to enforce their rights, and the improbability that large numbers of class members would possess the initiative to litigate individually." Haynes v. Logan Furniture Mart, Inc., 503 F.2d 1161, 1165 (7th Cir. 1974).

Here, a large majority of claims of class members are small, and as such, "[i]ndividual class members do not have a great interest in controlling the prosecution of separate actions." Dibb v. AllianceOne Receivables Mgmt., Inc., No. C14-5835-RJB, 2015 WL 8970778, at *13 (W.D. Wash. Dec. 16, 2015) (finding superiority met); see also Roundtree v. Bush Ross, P.A., 304 F.R.D. 644, 663 (M.D. Fla. 2015) (certifying class "given the large number of claims, the relatively small amount of damages available, the desirability of consistently adjudicating the claims, the high probability that individual members of the proposed classes would not possess a great interest in controlling the prosecution of the claims, and the fact that it would be uneconomical to litigate the issues individually").

Instead of repeating identical trials with the same evidence and arguments for each one of the thousands of members of the proposed Settlement Class, and accruing the costs and judicial inefficiencies that would come with them, all of the Settlement Class Members' claims can and should be resolved in a single action.

Accordingly, a class action is the superior method for adjudicating the controversy between the Parties, and as all requirements of class certification under Rule 23 are met, the proposed class should be certified.

VII. THIS SETTLEMENT SHOULD BE APPROVED BY THE COURT

A. Standards for Settlement Approval in Alabama

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Ala. R. Civ. P. 23(e). Judicial policy favors voluntary settlement as a means of resolving class action cases; however, the court has an independent duty to ensure that the settlement is fair, adequate, and reasonable. Austin v. Hopper, 28 F. Supp.2d 1231 (M.D. Ala. 1998). Courts review a proposed class action settlement for fairness, reasonableness, and adequacy. Ala. R. Civ. P. 23; Perdue v. Green, 127 So. 3d 343, 356 (Ala. 2012). Factors for courts to consider in deciding whether a class action settlement is fair, reasonable and adequate include (1) likelihood of success at trial; (2) range of possible recovery; (3) range of possible recovery at which settlement is fair, adequate and reasonable; (4) the anticipated complexity, expense, and duration of litigation; (5) opposition to settlement; and (6) stage of proceedings at which settlement was achieved. See Faught v. American Home Shield Corp., 668 F.3d 1233 (11th Cir. 12011). Othni Lathram and Anil A. Mujumdar, Alabama Civil Procedure § 5.83, pp. 5-160 (2015 ed.), points out that these and similar factors were adopted by the Alabama Supreme Court in Adams v. Robertson, 676 So. 2d 1265, 1273 (Ala. 1995).

At the preliminary approval stage, however, the “fair, reasonable, and adequate” standard is lowered, with emphasis only on whether the settlement is within the range of possible approval due to an absence of any glaring substantive or procedural deficiencies. See, e.g., White v. Nat'l Football League, 836 F. Supp. 1458, 1466 (D. Minn. 1993); Schwartz v. Dallas Cowboys Football Club, Ltd., 157 F.Supp.2d 561, 570 (E.D. Pa. 2001). In making this preliminary determination, courts should consider issues such as whether the settlement carries the hallmarks of collusive negotiation or uninformed decision-making, and whether the settlement is unduly favorable to class representatives or certain class members. See, e.g., Dillard v. City of Foley, 926 F.Supp. 1053 (M.D. Ala. 2000), cited at Perdue v. Green, 127 So. 3d 343,360 (Ala. 2012). The Court should give weight to the views of Class Representatives and Class Counsel. See Austin v. Hopper, 28 F.Supp.2d 1231 (M.D. Ala. 1998).

These important considerations notwithstanding, a proposed settlement is presumptively reasonable at the preliminary approval stage, and there is an accordingly heavy burden of demonstrating otherwise. See Brotherton v. Cleveland, 141 F.Supp.2d 894, 904 (S.D. Ohio 2001), and Schoenbaum v. E.I Dupont De Nemours & Co., 2009 WL 4782082, *3 (E.D. Mo. Dec. 8, 2009). See 4 William B. Rubenstein, Newberg on Class Actions § 13:10, pp. 301-02 (5^{th} ed. 2014):

> The general rule is that a court will grant preliminary approval where the proposed settlement "is neither illegal nor collusive and is within the range of possible approval." This approach contains both procedural and substantive elements. The procedural element focuses on the nature of the settlement negotiations and the possibility of collusion, while the substantive element focuses on the terms of the

> agreement itself. As discussed more fully in succeeding sections, courts in most circuits use some variation of this dual test relying in particular on a phrase that appeared in an early version of the Manual for Complex Litigation calling for approval if "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible [judicial] approval." Thus, if a court's preliminary evaluation of the proposed settlement shows that it meets this test, the court will direct that notice of the settlement be given to the class members, launching the second stage of settlement review.

Newberg, id., at § 13:13, pp. 310-11, explains further that:

> [T]he goal of preliminary approval is for a court to determine whether notice of the proposed settlement should be sent to the class, not to make a final determination of the settlement's fairness. Accordingly, the standard that governs the preliminary approval inquiry is less demanding than the standard that applies at the final approval phase. Some courts go so far as to state that a proposed settlement is "presumptively reasonable at the preliminary approval stage, and there is an accordingly heavy burden of demonstrating otherwise."

B. The Settlement was Negotiated at Arms Length

The history of this case, with which the Court is no doubt familiar, is set forth herein. Prior to agreeing to the settlement, Plaintiffs' counsel devoted substantial time, energy, and financial investment in litigating countless issues both in courts and arbitrations across the six states at issue here as described above. (Barnett Aff.). The Plaintiffs too have aided and assisted in filing and litigating the myriad of issues that have been raised through the wide-ranging history of the litigation. Id. The litigation was hard-fought over the past several years, with the parties briefing issues related to standing, compelling arbitration, term waivers, limitations on claims, and choice of law, among other legal issues. Eventually, the parties agreed to an arms-length negotiations. (Exhibit 2, Barnett Aff.). After exchanging information, numerous calls, and after several in-person meetings between opposing counsel, the parties ultimately were able to reach this settlement. There is no evidence of collusion whatsoever.

C. The Relief Provided by the Settlement is More than Adequate

There have been a long list of similar cases involving social casino themed games that have settled across the country, as stated before, including before this Court. Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025); Reed v. Scientific Games, No. 2:18-cv-00565-RSL (W.D. Wash. 2022) (Doc. 164-1, Class Action Settlement Agreement); Benson v. DoubleDown Interactive, LLC, 2023 WL 3761929 (W.D. Wash. 2023); Wilson v. Playtika, Ltd., 2021 WL 512230 (W.D. Wash. 2021); Kater v. Churchill Downs, Inc., 2021 WL 511203 (W.D. Wash. 2021); Fernando v. Zynga, Inc., 2022 WL 17741841 (W.D. Wash. 2022); Wilson v. Huuuge, Inc., 2021 WL 512229 (W.D. Wash. 2021); Kingston vs. SpinX Games Ltd., Case No. 24-CI-00062, in the Kentucky Circuit Court for Henderson County; Armstead v. VGW Malta Ltd, Case No. 2022-CI-00553, in the Henderson County Circuit Court, Commonwealth of

Kentucky; Wyland v. Woopla Inc., Case No. 2023-CI-00356, in the Kentucky Circuit Court for Henderson County.

The relief in this settlement of twenty seven percent of the net purchases (less the proportional, Court approved costs of administration, awarded attorney's fees, and incentive awards) back in virtual coins or, at any class member's election, twenty three percent in dollars (less the proportional, Court approved costs of administration, awarded attorney's fees, and incentive awards), is on par with the prior settlements benefits which have generally been in the twenty five percent range. Courts in each of those cases have approved those settlements as fair, reasonable, and adequate. Here too, this Settlement, including the relief provided, is fair, reasonable, and adequate.

D. The Settlement Treats Class Members Equitably Relative to Each Other.

The relief provided in this settlement, including the prospective measures, treats every class member equally across the board. (Exhibit 1, Settlement Agreement). Each class member will receive relief in the settlement even if they do nothing at all. Id. Of course, all class members have the option to opt out or object as the notice explains, and all class members also have the option to elect monetary relief subject to an aggregate cap as explained above. Id.

VIII. CONCLUSION

After years of litigating, the parties have through arms-length negotiations been able to reach a fair, reasonable, and adequate resolution of this matter. The Settlement meets and exceeds all minimum standards or requirements for approval under Ala. R. Civ. P. 23 and Alabama Law.

Class Counsel and Class Representatives firmly believe based on the foregoing that this settlement is fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the Class. Accordingly, Plaintiffs submit that the Settlement should be Preliminarily Approved, and the Court should order notice to the Settlement Class as per the plan set forth in the Settlement Agreement.

Respectfully submitted this 30th day of June, 2026,

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CERTIFICATE OF SERVICE

I hereby certify that I have on this day electronically filed the foregoing document with the Clerk of the Court using the AlaFile Electronic Filing System which will affect service of this filing on all counsel of record on the foregoing date of filing.

/s/ Jeffrey L. Bowling
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IN THE CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA

Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Playstudios US, LLC,

Defendant.

Case No. ___________________

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Agreement", "Settlement", or "Settlement Agreement") is entered into by and among the Class Representatives (as defined below, including Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, for themselves individually and on behalf of the Settlement Class (as defined below), Defendant Playstudios US, LLC ("Defendant" or "Playstudios") (altogether, the "Parties"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

RECITALS

A. Beginning in 2022, Class Counsel filed arbitrations and lawsuits against Defendant alleging that Defendant's Applications (as defined below) are illegal gambling and that players can recover their losses under Alabama, Kentucky, Massachusetts, New Jersey, Ohio, and Tennessee law based on Plaintiffs' use of and purchases of virtual items in Defendant's Applications. These matters (hereafter referred to as the "Pending Actions") include:

a. *Roberts v. Playstudios US, LLC*, AAA Case Number 01-23-0002-9985
b. *Murnaghan v. Playstudios US, LLC*, AAA Case Number 01-23-0003-3233
c. *Ebersole v. Playstudios US, LLC*, AAA Case Number 01-23-0003-3229
d. *Pilati v. Playstudios US, LLC*, Circuit Court of Franklin County, Alabama 33-CV-2023-900032
e. *Tipmore v. Playstudios US, LLC*, US District Court for Western District of Kentucky, 4:24-CV-00085
f. *Duckworth v. Playstudios US LLC*, Circuit Court for 14th District of Tennessee 2023-CV-49183

B. The Parties have since litigated numerous issues relating to defenses Defendant raised such as motions to dismiss on choice of law, statutory standing, contractual bars, and the merits of whether Playstudios' Applications are illegal gambling, and motions to compel arbitration. The Parties have exchanged information, including Playstudios' confidential data.

C. The Parties have conducted depositions of expert witnesses in the arbitration proceedings.

D. While litigation was ongoing, counsel for the Parties had numerous telephone calls, in person meetings, and videoconferences to discuss the possibility of reaching a negotiated resolution.

E. The Parties began settlement discussions around December of 2024.

F. The Parties' efforts eventually resulted in a term sheet agreement on January 18, 2025.

G. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against Defendant, and the potential defenses available.

H. Plaintiffs believe that their claims have merit and that they would have ultimately prevailed on the merits at trial. Nonetheless, Plaintiffs and Class Counsel recognize that Playstudios has raised factual and legal arguments and defenses that present a risk Plaintiffs may not prevail on their claims. Plaintiffs and Class Counsel have also taken into account the uncertain outcome, expense, and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs and Class Counsel believe that it is desirable, and in the best interest of the Settlement Class, that the Released Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

I. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class Members to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement.

J. At all times, Playstudios has denied—and continues to deny—all allegations of wrongdoing and liability, and it denies all material allegations in the Pending Actions. Specifically, Playstudios denies that the Applications constitute or constituted illegal gambling under the law of any State, deny that money spent to purchase virtual items in any of the Applications can be recovered, deny that any aspect of the Applications' operation constituted unfair business practices or resulted in unjust enrichment, and oppose class certification of a litigation class. Playstudios is prepared to continue its vigorous defense. Even so, taking into account the uncertainty, costs, and risk inherent in litigation, Playstudios has agreed to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representatives, the Settlement Class, and Defendant that, subject to the Court's final approval after a hearing as provided for in this Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1. **"Action"** means this case captioned *White, et al. v. Playstudios US, LLC* filed in the Circuit Court of Franklin County, Alabama.

1.2. **"Agreement"** or **"Settlement"** or "**Settlement Agreement"** means this Class Action Settlement Agreement.

1.3. **"Applications"** means myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo.

1.4. **"Approved Election"** means an Election Form submitted by a Settlement Class Member that (a) is timely submitted in accordance with the directions on the Election Form and the terms of this Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested by the Election Form; (c) is signed by the Settlement Class

Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.5. **"Election Form"** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Election Form, to be completed by Settlement Class Members who wish to file an election for a Settlement Payment, shall be available in electronic and paper format. The Election Form shall request that the Settlement Class Member provide the following information: (i) full legal name; (ii) list of any and all Application(s) played; (iii) Player ID(s) associated with any and all Application(s) account(s); (iv) email address(es) associated with any and all Application(s) account(s); (v) email addresses associated with Facebook, Apple, Google, and/or Amazon accounts from which in-Application purchases of virtual items were made, and (vi) current telephone number, U.S. Mail address, and email address. The Election Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically or via check.

1.6. **"Election Deadline"** means the date by which all Election Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be 30 days after the Notice Date. The Election Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Election Form.

1.7. **"Class Counsel"** means D. Frank Davis and Wesley W. Barnett of Davis & Norris, LLP, and Jeffrey L. Bowling of Bedford, Rogers & Bowling, P.C.

1.8. **"Class Period"** means the following date ranges for each of the following States:

1.8.1. Alabama: March 8, 2022 through Preliminary Approval;

1.8.2. Ohio: July 26, 2022 through Preliminary Approval;

1.8.3. New Jersey: January 2, 2024 through Preliminary Approval;

1.8.4. Massachusetts: July 26, 2022 through Preliminary Approval;

1.8.5. Tennessee: November 12, 2022, through Preliminary Approval; and

1.8.6. Kentucky: July 5, 2018 through June 29, 2023.

1.9. "Class Representative(s)" means Plaintiffs Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney.

1.10. "Court" means the Circuit Court of Franklin County, Alabama.

1.11. "Defendant" means Playstudios US, LLC

1.12. "Defendant's Counsel" means Jeremy W. Richter and Stacy L. Moon of Gordon Rees Scully Mansukhani, LLP.

1.13. "Effective Date" means the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award(s), the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal or resolution of any proceeding on certiorari with respect to the Final Judgment. The Effective Date is further subject to the conditions set forth in Section 9.1.

1.14. "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Escrow Account will be at a depository institution(s) of the Settlement Administrator's choice (subject to either Party's reasonable veto) that is insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account consistent with the provisions in Section 2.1 below, and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.15. "Fee Award" means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.16. "Final" means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari,* leaving the Final Judgment intact in all material respects.

1.17. "Final Approval Hearing" means the hearing before the Court where the Plaintiffs will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and any incentive award(s) to the Class Representative(s).

1.18. "Final Judgment" means the final judgment and order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19. "Game(s)" means the social casino-themed games available in the Applications.

1.20. "Net Settlement Fund" means the Settlement Fund, plus any interest or investment income earned on the Settlement Fund, less any Fee Award, incentive award(s) to the Class Representatives, taxes, and Settlement Administration Expenses.

1.21. "Notice" means the notice of this Settlement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement and approved by the Court, is consistent with the requirements of Due Process and Rule 23, and which is substantially in the form of Exhibits B, C, and D attached hereto.

1.22. "Notice Date" means the date upon which the Notice set forth in Section 4.1 is complete, which shall be a date no later than 30 days after entry of Preliminary Approval.

1.23. "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than 30 days following the Notice Date and no sooner than 14 days after papers supporting the Fee Award are filed with the Court and made available to the Settlement Class on the Settlement Website, or such other date as ordered by the Court.

1.24. "Plaintiffs" means Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, the plaintiffs in the Pending Actions.

1.25. "Platform Litigations" means the following cases: *In Re: Apple Inc. App Store Simulated Casino-Styled Games Litigation*, Case Number 5:21-md-02985-EJD (N.D. CA); *In Re: Google Play Store Simulated Casino-Style Games Litigation*, Case Number 5:21-md-03001-EJD (N.D. CA); *In re: Facebook Simulated Casino-Style Games Litigation*, Case Number 5:21-cv-02777-EJD (N.D. CA); and *Horn v. Amazon.com, Inc.*, Case No. 2:23-cv-01727 (W.D. Wash.).

1.26. "Platform Provider(s)" means Amazon, Apple, Facebook, and/or Google.

1.27. "Player ID" means the unique identifier assigned by Playstudios to a person who has an account or log-in with any of the Applications referenced in Section 1.2 of this agreement.

1.28. "Preliminary Approval" means the order preliminarily approving the Settlement, preliminarily certifying the Settlement Class for settlement purposes, preliminarily appointing Class Counsel and the Class Representative(s), and approving the form and manner of the Notice.

1.29. "Released Claims" means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity; arbitrable or not; accrued or unaccrued; direct, individual or representative; of every nature and description whatsoever; whether based on violations of Alabama, Tennessee, Kentucky, Ohio, Massachusetts, or New Jersey law, or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, that are or have been alleged or otherwise raised in the Action or the Pending Actions or that arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act relating to the Applications, operation of the Applications, and/or the sale of virtual coins or other virtual items in the Applications, against the Released Parties or any of them. The Released Claims include, but are not limited to, claims that the Applications are illegal gambling; that the Applications are an illegal lottery; that virtual items in the Applications are "thing(s) of value," "valuable thing(s)," "anything of value," "something of value," "representative of value," "prize(s)," or "goods"; that any Settlement Class Member or any Application user is a loser or any Released Party a winner; that money spent to purchase virtual items in the Applications can be recovered by a player or any third party; or that aspects of the Applications are deceptive or unfair. Claims within the scope of this release shall be released up to the Effective Date of this Settlement Agreement and all conduct arising from or related to the facts, activities or circumstances alleged in the Actions that occurs after the Effective Date of this Settlement Agreement. For Clarity, this release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

1.30. "Released Parties" means Playstudios US, LLC, and any of its present or former parents, subsidiaries, divisions, corporate affiliates, divisions, holding companies, predecessors, and successors, and any of its respective present or former administrators, affiliates, assigns, investors, employees, agents, representatives, consultants, independent contractors, directors, owners, service providers, licensors, licensees, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, and investment advisors. For clarity, the release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

1.31. "Releasing Parties" means Plaintiffs, Class Representatives, and other Settlement Class Members and their respective past, present, and future heirs; children; spouses; next of kin; beneficiaries; conservators, executors; estates; administrators; assigns; agents; consultants; independent contractors; insurers; attorneys; accountants; financial and other advisors; investment bankers; underwriters; lenders; and any other representatives of any of these persons and entities.

1.32. "Settlement Administration Expenses" means any and all the expenses incurred by the Settlement Administrator, including without limitation for providing Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing funds for Approved Elections, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), as well as all fees and expenses of any Settlement Special Master the Court may appoint, if applicable, all fees and expenses related to the resolution of any disputed claims (as described below in paragraph 5.4), and all expenses, excluding the fees and expenses of Class Counsel and Defendant's Counsel, related to any work required by the Court to confirm that Notice is consistent with Due Process and Rule 23..

1.33. "Settlement Administrator" means EisnerAmper, subject to approval of the Court, which will administer the Notice and Settlement Website, process Approved Elections, distribute Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform other such settlement administration matters as set forth in or contemplated by this Agreement.

1.34. "Settlement Class" means all individuals who, in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and/or New Jersey (as reasonably determined by billing address information, IP address information, or other information furnished by Playstudios), spent money to play the Applications during the Class Period. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, and employees, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

1.35. "Settlement Class Member" means any person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.36. "Settlement Fund" means the cash fund that shall be established by Defendant. Within 14 days after entry of the Final Judgment, Defendant shall deposit $3 million into the Escrow Account. From the Settlement Fund, the Settlement Administrator shall pay all Approved Elections made by Settlement Class Members, Settlement Administration Expenses, any incentive award(s) to Class Representatives, taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. As additional amounts are required from the Settlement Fund, Defendant shall make additional deposits as necessary. In the event there are funds left after the payment of all required payments under this agreement (including Settlement Payment, Administration Expenses, Incentive Awards, and Attorneys' Fees and Expenses), the remaining funds shall be donated to a charity chosen by Class Counsel after consultation with Defendant's Counsel and approved by the Court. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the amounts in the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligation under this Agreement.

1.37. "Settlement Payment(s)" means the payment(s) from the Net Settlement Fund to be made to Settlement Class Members with Approved Elections according to this settlement.

1.38. "Settlement States" means Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and New Jersey.

1.39. "Settlement Website" means the website to be created, launched, and maintained by the Settlement Administrator which shall allow for the electronic submission of Election Forms and shall provide class members access to relevant case documents including the Notice, information about the submission of Election Forms, and other case-related documents. The Settlement Website shall remain accessible by Settlement Class Members until at least 30 days after the Effective Date.

1.40. "Spending Amount" means the total amount of money a Settlement Class Member spent within the Applications during the Class Period in the Settlement States.

1.41. "Total Settlement Amount" means the value of benefit to all Settlement Class Members whether it be in free in-Application credits awarded pursuant to Section 2.1(a)(i), Settlement Payment for an Approved Election pursuant to Section 2.1(a)(ii), or both, prior to the deduction of Administrative Expenses, Incentive Awards, and Attorney's Fees and Expenses. Total Settlement Amount can be estimated by calculating 25% of the Spending Amount of all Class Members during the Class Period in the Settlement States net of Platform Fees (30%).

1.42. "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not object to the Settlement, or to seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties 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 § 1542 of the California Civil Code (if applicable), 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, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF

2.1. Consideration

(a) The consideration for this Settlement shall consist of the following:

i. For each Settlement Class Member who does not file an Approved Election or file an opt-out request, the receipt of free in-Application credits equal to 27% of Playstudios' revenues from such Settlement Class Member's Spending Amount to the nearest extent calculable, less such Settlement Class Member's *pro rata* Platform Fees (which amount to 30%), Settlement Administration Expenses, Incentive Awards, and Attorney Fees and Expenses. For the avoidance of doubt, Playstudios' revenues exclude any platform fees ("Platform Fees") paid to or retained by a Platform Provider in connection with such

Spending Amounts. The in-Application credits pursuant to this paragraph can be distributed by Defendant in installments over a 24-month period following the Effective Date, except that Defendant may in its discretion choose to accelerate this deposit schedule for some or all players in the Settlement Class. The first distribution of in-Application credits will occur within 30 days of the Effective Date.

ii. For any Settlement Class Member who files an Approved Election, a monetary payment equal to 23% of Playstudios' revenues from such Settlement Class Member's Spending Amount, less such Settlement Class Member's *pro rata* Platform Fees (which amount to 30%), Settlement Administration Expenses, Incentive Awards, and Attorney Fees and Expenses. For the avoidance of doubt, Playstudios' revenues exclude any Platform Fees. All Approved Elections are subject to a cumulative maximum cap of 17% of Total Settlement Amount. If the cumulative maximum cap is reached, each Settlement Payment will be proportionately reduced, and each such proportional reduction shall be given in free in-Application credits provided for in Section 2.1(a)(i).

and

iii. Defendant will make the changes set forth in Section 2.2 below.

(b) Settlement Class Members shall have until the Election Deadline to submit an Election Form.

(c) Within 60 days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Elections by check or electronic payment.

(d) Each payment issued to a Settlement Class Member via check will state on the face of the check that it will become null and void unless cashed within 90 calendar days after the date of issuance.

(e) In the event that an electronic deposit to a Settlement Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member within 30 calendar days to correct the problem.

(f) To the extent that a check issued to a Settlement Class Member is not cashed within 90 calendar days after the date of issuance or an electronic deposit is unable to be processed within 90 calendar days after the first attempt, such funds shall be returned to the Settlement Fund and such Settlement Class Member shall be provided free in-Application credits pursuant to Section 2.1(a)(i).

(g) If the game account of a Class Member is not active on the date of distribution then Playstudios will wait 30 days to determine if it becomes active within that time, and if it remains inactive after that period the virtual items that would have otherwise been distributed to the Class Member will be deemed distributed.

(h) In no event shall any amount be paid to Class Counsel except for the amount of an approved Fee Award.

2.2. Prospective Measures. Defendant shall take the following steps in connection with this Settlement within 180 days of an order granting Preliminary Approval:

2.2.1. Certain features of the Games in the Applications that provide additional free play options have been periodically reviewed and audited during the pendency of litigation involving these games.

2.2.2. Ensure that it continues to regularly review and audit the Applications to ensure that the additional free play feature is continuously enabled in those Games.

2.2.3. Make the additional free play feature either:

2.2.3.1. at least as prominent in size and font as the in-game offer to purchase virtual items that is presented to a player when their available virtual items is less than the lowest amount necessary to spin the reels in the Game they are playing, or

2.2.3.2. presented in the in-game offer to purchase virtual items; and

2.2.4. make the additional free play feature such that the player (i) does not have to leave the Game they are playing in order to obtain the additional virtual items, or (ii) will be able to continue to play Games within the Application they are playing, in either case without needing to purchase additional virtual items or wait until they would have otherwise received free additional virtual items in the ordinary course.

3. RELEASES

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action, the Pending Actions, and any and all Released Claims, as against all Released Parties.

3.2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

3.3. Upon the Effective Date, the Released Parties, and each of them, further shall by operation of the Final Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement, or resolution of the Action and Pending Actions, except for claims to enforce the terms of the Settlement.

3.4. Plaintiffs and all Settlement Class Members stipulate that, with the changes delineated in Section 2.2 above, and because of the benefits conferred in this settlement, they will agree in any future litigation that virtual coins or other virtual currencies or virtual items in the Applications are gameplay enhancements, not:

3.4.1. A “thing” or “anything of value” under Ala. Code § 8-1-150, or “something of value” under Ala. Code § 13A-12-20(11);

3.4.2. An “other thing” under Ky. Rev. Stat. Ann. § 372.010, “anything of that value” under Ky. Rev. Stat. Ann. § 372.020, a “thing lost” under Ky. Rev. Stat. Ann. § 372.040, or “something of value” under Ky. Rev. Stat. Ann.

§ 528.010 both before and after the amendment to that statute enacted on June 29, 2023;

3.4.3. An “other thing of value,” “prize,” or “goods” under Mass. Gen. Laws Ann. ch. 137, § 1, “prize” under Mass. Gen. Laws Ann. ch. 271, § 5B, “goods” under Mass. Gen. Laws Ann. ch. 271, § 1, or “representative of value” or “other representative value” or “thing of value” under Mass. Gen. Laws Ann. ch. 23K, § 2;

3.4.4. An “other valuable thing” under N.J. Stat. Ann. § 2A:40-5, “thing” or “things” under N.J. Stat. Ann. § 2A:40-6, or “something of value” under N.J. Stat. Ann. § 2C:37-1;

3.4.5. An “other thing of value” or “thing of value” under Ohio Rev. Code §§ 3763.02, 3763.04, or “valuable consideration,” “anything of value,” “thing of value,” or “prize” under Ohio Rev. Code § 2915.01;

3.4.6. An “anything of value” under Tenn. Code Ann. § 29-19-104, a “thing” under Tenn. Code Ann. § 29-19-105, or “anything of value” under Tenn. Code Ann. § 39-17-501 (West).

3.5. Plaintiffs and all Settlement Class Members further stipulate that, as long as those measures delineated in Section 2.2 above remain implemented in the Applications, all Plaintiffs and Settlement Class members are estopped from contending that (1) virtual coins or other virtual currencies or virtual items in the Applications fall under any of the definitions in section 3.4.1–3.4.6; (2) virtual coins or other virtual currencies or virtual items in the Applications, or the Applications themselves, fall under any definition of gambling or lottery under any law of the Settlement States; or (3) any aspects of the Games are deceptive, unfair, or otherwise illegal under the laws of the Settlement States.

4. NOTICE

4.1. Class List. To effectuate the Notice Plan:

(a) Defendant shall provide the Class Counsel and the Settlement Administrator with a list which will identify Settlement Class Members by IP address that will contain the Player ID, email address on file (where reasonably available), and the Spending Amount for each Player ID for all Applications for the Class Period. Such list will be provided within 75 days of signing the Settlement Agreement. All information for the foregoing list will be provided by Defendant, except that the following information, and the following information only, shall be obtained by subpoena issued from Plaintiffs to each of the Platforms within thirty (30) days of filing the complaint in the Action, provided that Defendant may request additional time if needed due to vendor delays, as follows:

> For Player IDs that made a purchase in the Applications for whom Defendant does not have an associated email address on file, the Platforms will be asked to identify the name, postal address, and email address for each Player ID provided by Defendant.

(b) Defendant and Class Counsel shall each provide the Settlement Administrator the information reflected in any opt-out letters received by either of them before the date of the execution of this Settlement Agreement.

(c) The Settlement Administrator will use the information obtained through this section to create the "Class List." The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity, mailing, and e-mail addresses of all persons, strictly confidential. To prepare the Class List for potential Settlement Payments, the Settlement Administrator will (1) *first*, attach to each unique and identifiable person all of his/her associated Applications accounts (*e.g.*, by Player IDs); (2) *second*, use Election Forms to supplement, amend, verify, adjust, and audit the foregoing data, as necessary; and (3) *third*, calculate the total Spending Amount for each unique and identifiable person. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights, distributing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

4.2. Notice Plan. The Notice Plan shall consist of the following:

(a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Election Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable: (i) correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice, and (ii) if no valid email address is in the class list, but a valid U.S. Mailing address is provided in the Class List, send Notice substantially in the form attached as Exhibit C via First Class U.S. Mail.

(b) *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

(c) *Reminder Notice*. Seven (7) days before the Election Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Election Form, to all Settlement Class Members for whom a valid email address is available in the Class List. The reminder emails shall be substantially in the form of Exhibit B, with minor, non-material modifications to indicate that it is an Election Notice email rather than an initial notice.

(d) *Settlement Website*. Within seven (7) days after Preliminary Approval, Notice shall be provided on a website the address of which shall be provided in the Notice, accessible by Settlement Class Members which shall be administered and maintained by the

Settlement Administrator and shall include the ability to file Election Forms online, provided that such Claim Forms, if signed electronically, will be binding for purposes of applicable law and contain a statement to that effect. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto. The Settlement Website will also advise the Settlement Class of the total value of the Settlement Fund and provide Settlement Class Members the ability to approximate their Settlement Payments.

(e) *Digital Publication Notice*. The Settlement Administrator will supplement the direct notice program with a digital publication notice program that will deliver more than one million (1,000,000) impressions to likely Settlement Class Members. The digital publication notice campaign will be targeted, to the extent reasonably possible, to the Settlement States, will run for at least one month, and will contain active hyperlinks to the Settlement Website. The final digital notice advertisements, and the overall digital publication notice program to be used, shall be subject to the final approval of Defendant, which approval shall not be unreasonably withheld.

(f) *Notice to Government Entity*. To the extent Notice of this Settlement Agreement is required to be provided to any governmental entity, the Settlement Administrator shall provide such notice.

(g) *Contact from Class Counsel*. Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.3. The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement or its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Class Member making the objection (a) files notice of an intention to do so and at the same time files copies of such papers he or she proposes to be submitted at the Final Approval Hearing and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel. An unrepresented Class Member may submit such papers to the Clerk of the Court or, through the Court's electronic filing system. A Class Member represented by counsel *must* timely file any objection through the Court's electronic filing system.

4.4. Right to Object or Comment. Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) the objector's name, address, current contact telephone number, and email address, (ii) any Player ID(s) , (iii) an explanation of the basis upon which the objector claimed to be a Settlement Class Member, including any Player IDs and/or any email address(es) associated with the use of the Applications, (iv) all grounds for the objection, stated with specificity, including any citations to legal authority and evidence supporting the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with or otherwise received by the Court, and e-mailed or delivered to Class Counsel and Defendant's Counsel, no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.5. Right to Request Exclusion. Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case name, "*White, et al. v. Playstudios US, LLC, et al.*" or in some substantially similar, reasonably identifiable fashion, (iii) states the individual's Player ID(s), and email addresses associated with the Applications, (iv) states the individual's current contact telephone number, U.S. Mail address, and email address, (v) is physically signed by the individual seeking exclusion (a signature solely by an attorney purporting to represent the individual is insufficient), and (vi) contains the statement "I hereby request to be excluded from the proposed Settlement Class, " or some substantially similar statement. The Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not received within the time specified shall be invalid, and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved by the Court. Any person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6. Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the

Pending Actions and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. ELECTION PROCESS AND SETTLEMENT ADMINISTRATION

5.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Election Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, and the number and value of electronic payments unprocessed. Without limiting the foregoing, the Settlement Administrator shall:

(a) Receive requests to be excluded from the Settlement Class and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(b) Provide Class Counsel and Defendant's Counsel with drafts of all administration-related documents, including but not limited to follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) business days before the Settlement Administrator is required to or intends to publish or use such communications, unless

Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a document-by-document basis;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel regarding the number of Election Forms received, the amount of the Settlement Payments associated with those Election Forms, and the categorization and description of Election Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel and Defendant's Counsel the Election Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator shall distribute Settlement Payments according to the provisions enumerated in Section 2.1.

5.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen elections for abuse or fraud and deny Election Forms where there is evidence of abuse or fraud, including by cross-referencing Approved Elections with the Class List. The Settlement Administrator shall determine whether an Election Form submitted by a Settlement Class Member is an Approved Election and shall reject Election Forms that fail to (a) comply with the instructions on the Election Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Election Form. In the event a person submits a timely Election Form by the Election Deadline but the Election Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than 28 calendar days after the Election Deadline. In the event the Settlement Administrator receives such information more than 28 calendar days after the Election Deadline, then any such election shall be denied. The Settlement Administrator may contact any person who has submitted an Election Form to obtain additional information necessary to verify the Election Form.

5.4. Class Counsel and Defendant's Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of any particular Election Form *or* the amount proposed to be paid on account of any particular Settlement Class Member's claim. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed claim. Where Class Counsel and Defendant's Counsel disagree, the Settlement Administrator will finally resolve the dispute and the claim will be treated in the manner designated by the Settlement Administrator.

5.5. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.6. All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

6.1. Promptly after execution of this Agreement, Class Counsel shall move the Court to enter an order preliminarily approving the Settlement, and attach this Agreement (along with its exhibits) as an exhibit to the motion. The proposed preliminary approval order shall include, among other provisions, a request that the Court:

(a) Appoint Plaintiffs as Class Representatives of the Settlement Class for settlement purposes only;

(b) Appoint Class Counsel to represent the Settlement Class for settlement purposes only;

(c) Preliminarily certify the Settlement Class under Ala. R. Civ. P. 23 for settlement purposes only;

(d) Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;

(e) Approve the form and contents of the Notice and the method of its dissemination to the Settlement Class;

(f) Authorize the Parties, without further approval from the Court, to mutually agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Playstudios; and

(g) Schedule a Final Approval Hearing to review comments and/or objections regarding the Settlement; to consider its fairness, reasonableness, and adequacy; to consider the application for any Fee Award and incentive award(s) to the Class Representative(s); and to consider whether the Court shall issue a Final Judgment approving this Agreement and dismissing the Action with prejudice.

6.2. Final Approval Order. After Notice is given, and no earlier than fourteen (14) days following the Election Deadline, Class Counsel shall move the Court for final approval and entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

6.2.1. Find that the Court has personal jurisdiction over all Settlement Class Members and Defendant for settlement purposes only and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

6.2.2. Approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members;

6.2.3. Direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions;

6.2.4. Declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, Plaintiffs, members of the Settlement Class, and the Releasing Parties with respect to the Released Claims;

6.2.5. Find that the Notice implemented pursuant to the Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of the Alabama Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

6.2.6. Find that the Class Representative(s) and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

6.2.7. Upon the Effective Date to Dismiss and/or direct Class Counsel to dismiss the Pending Actions (including all individual claims and class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

6.2.8. Incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

6.2.9. Permanently bar and enjoin all Settlement Class Members who have not properly sought exclusion from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

6.2.10. Without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;

6.2.11. Incorporate any other provisions as necessary or appropriate to effectuate the terms and conditions of the Settlement Agreement

6.3. The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF SETTLEMENT

7.1. Defendant shall each have the right, but not the obligation, to terminate the Settlement Agreement if more than 3% of the members of the Settlement Class or more than 6% of the Spending Amount associated with the Settlement Class exclude themselves from the settlement. Notification of intent to terminate the Settlement Agreement must be provided within ten (10) calendar days of the date the Parties receive a final tabulation from the Settlement Administrator of the elections, objections, and requests for exclusion timely received by the Election Deadline and the Objection/Exclusion Deadline. If this Settlement Agreement is terminated, it will be deemed null and void *ab initio*.

7.2. Subject to Sections 9.1–9.3 below, the Parties to this Settlement Agreement shall additionally have the right to terminate this Agreement by providing a Termination Notice to all other Parties hereto within 21 calendar days of any of the following events: (i) the Court's refusal to grant Preliminary Approval or Final Approval of this Agreement; (ii) the Court's refusal to enter the Final Judgment in the Action; (iii) the Court's entry of any judgment in this Action other than a Final Judgment; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. In the event of termination pursuant to Section 7, Class Counsel shall cause the prompt return of the Settlement Fund in full to Playstudios, including any interest accrued while in the Escrow Account, minus one-half (50%) of any amounts reasonably incurred by the Settlement Administrator until the date of termination.

8. INCENTIVE AWARD(S) AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1. The Fee Award. Pursuant to Ala. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount determined by the Court as the Fee Award. Class Counsel retains their right to petition for attorneys' fees and expenses of a percentage of the Total Settlement Amount, plus reimbursement of expenses. Defendant has retained its right to oppose any request for fees and expenses if it chooses. Payment of any and all Fee Award shall be made from the Settlement Fund, and shall reduce on a pro rata basis the relief provided for in Paragraph 2.1. In the event the cap described in Paragraph 2.1(a)(ii) and the attorney's fees awarded under this paragraph together exceed the sum value of 43.5% of the Total Settlement Amount, the attorney's fees provided for in this paragraph will be reduced to ensure the sum total equals 43.5% of the Total Settlement Amount.

8.2. At Class Counsel's election, up to 50% of the Fee Award shall be payable within 30 days after entry of the Court's Final Judgment. The remaining amounts of the Attorneys' Fees and Costs will be paid within 30 business days after the Effective Date. Payment of the Fee Award shall be made by wire transfer(s) to Class Counsel in accordance with wire instructions to be provided by Class Counsel to the Escrow Account agent, after completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) or otherwise does not become Final, then Class Counsel shall return such funds to Defendant.

8.3. Incentive Awards. Class Counsel intends to file a motion for Court approval of incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for these limitations, Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney will each seek no more than $10,000 as an incentive award. Defendant has retained its right to oppose the foregoing request for incentive awards if it chooses. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Any award shall be paid by the Settlement Administrator from the Settlement Fund out of the Escrow Account (in the form of a check to the Class Representative that is sent care of Class Counsel) within 5 business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement and, if there have been such objections, within 5 business days after the Effective Date. Such Court approved incentive awards shall reduce on a pro rata basis the relief provided for in Paragraph 2.1.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

9.1. Consistent with Section 1.13, the Effective Date shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

9.1.1. The Parties and their counsel have executed this Agreement;

9.1.2. The Court has granted Preliminary Approval;

9.1.3. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Alabama Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects;

9.1.4. Defendant has funded the Settlement Fund; and

9.1.5. The Final Judgment has become Final, or in the event that the Court enters an order and final judgment in a form other than that provided above

("Alternative Judgment"), and that is not terminated pursuant to Section 7.2, such Alternative Judgment becomes Final.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Sections 7.1 through 7.2 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or incentive awards to the Class Representatives set forth in Section 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties shall be returned to the status quo ante as if this Settlement Agreement had never been entered into.

9.4. In the event the Settlement is terminated or fails to become effective for any reason or in the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, the Settlement Fund, including any accrued interest, less any taxes paid or due, less fifty percent (50%) of Settlement Administrative Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to Defendant within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendant' Counsel to Class Counsel and the Settlement Administrator. At the request of Defendant's Counsel, the Settlement Administrator or their designees shall apply for any tax refund owed on the amounts in the Settlement Fund and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to Defendant or as otherwise directed. In the event the Fee Award awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall, within thirty (30) days of such event, return the amount vacated or modified, including any accrued interest, to the Settlement Fund.

10. CONFIDENTIALITY AND PUBLIC STATEMENTS

10.1. Except as otherwise agreed by Class Counsel and Defendant's Counsel in writing and in advance, and/or as required by legal disclosure obligations, all terms of this Agreement will remain confidential and subject to Rule 408 of the Alabama Rules of Evidence, and any other state and federal equivalents, until presented to the Court along with Plaintiffs' motion for preliminary approval.

11. OTHER IMPORTANT PROVISIONS

11.1. If any of the states is excluded from the settlement, or otherwise not approved by the Circuit Court, the total settlement amount will be reduced proportionally based on the total Spending Amounts of Class Members during the Covered Time Period for that excluded state.

11.2. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Preliminary Approval, and entry of the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

11.3. To the extent they have not already done so, the Parties shall file a joint request, contemporaneous with the filing of the motion for preliminary approval, for a stay of all of the

Pending Actions described in paragraph A of the "Recitals" above. The Parties shall work together to ensure that the Pending Actions remain stayed while the terms of this Settlement Agreement are being effectuated. In the event the Court does not give Final Approval to this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner approved by the relevant courts or tribunals.

11.4. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Class Representatives, the Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant in bad faith or without a reasonable basis.

11.5. Each signatory to this Agreement warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

11.6. The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

11.7. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered, or received against the Released Parties as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action and/or Pending Actions would have exceeded or would have been less than any particular amount.

11.8. The Parties acknowledge and agree that any Party may request that the Court appoint a Settlement Special Master. Each Party explicitly reserves the right to oppose any such request. Any fees earned or costs incurred by any such Settlement Special Master shall be paid exclusively from the Settlement Fund and shall be treated in the same manner as Settlement Administration Expenses.

11.9. The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, nor that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

11.10. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

11.11. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

11.12. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

11.13. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

11.14. This Settlement Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

11.15. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action and/or Pending Actions.

11.16. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that Plaintiffs are fully entitled to release the same.

11.17. Each person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

11.18. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

11.19. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

11.20. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without reference to the conflicts of laws provisions thereof.

11.21. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or any admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class. Defendant denies all liability in this Action and the Related Actions.

11.22. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, no Party is entitled to have this Settlement Agreement construed against any other Party on the basis of such Party's capacity as drafter of any provision of this Settlement Agreement.

11.23. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

For Plaintiff: Wesley W. Barnett, Davis & Norris, LLP, The Bradshaw House, 2154 Highland Avenue South, Birmingham, AL 35205.

For Defendant: Jeremy W. Richter, Gordon Rees Scully Mansukhani, LLP, 505 20^{th} Street North, Suite 1650, Birmingham, AL 35203.

11.24. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any provision of this Agreement.

11.25. Defendant shall be given an opportunity to review and provide comments to Plaintiffs' preliminary and final approval briefs, and Plaintiffs shall consider in good faith all such comments.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date: 11-12-2025 By: (signature) Haley White

Name: (printed) Haley White

Date:__________ By: (signature) __________

Name: (printed) __________

Date:__________ By: (signature) __________

Name: (printed) __________

Date:__________ By: (signature) __________

Name: (printed) __________

Date:__________ By: (signature) __________

Name: (printed) __________

Date:__________ By: (signature) __________

Name: (printed) __________

Davis & Norris, LLP

Date:__________ By: (signature) __________

Name: (printed) __________

//

Playstudios US, LLC

Date:__________ By: (signature) __________

Title: __________

Name: (printed) __________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date: 11/12/2025 By: (signature) DocuSigned by: Donovan Roberts 82AC71B2E13A476...

Name: (printed) Donovan Roberts

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Davis & Norris, LLP

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

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Playstudios US, LLC

Date:__________________ By: (signature) ____________________

Title: ______________________________

Name: (printed) ____________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date: 11/12/2025 By: (signature) Signed by: AFF97A7AC3554D4...

Name: (printed) Hope Murnaghan

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Davis & Norris, LLP

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

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Playstudios US, LLC

Date:____________________ By: (signature) ______________________

Title: _________________________________

Name: (printed) ______________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date: 11/12/2025 By: (signature) Signed by: 4A9607FA47244AE...

Name: (printed) Prince Imanifest Allah Beautiful

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Davis & Norris, LLP

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

//

Playstudios US, LLC

Date:__________________ By: (signature) ____________________

Title: ______________________________

Name: (printed) ____________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date: 11/18/2025 By: (signature) Signed by: [signature] F98BE5B210274A7...

Name: (printed) Christopher Ebersole

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Davis & Norris, LLP

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

//

Playstudios US, LLC

Date:____________________ By: (signature) ______________________

Title: ________________________________

Name: (printed) ______________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

Date: 11/13/2025 By: (signature) DocuSigned by: 1D7F319AEC67471...

Name: (printed) Luke Whitney

Davis & Norris, LLP

Date:___________________ By: (signature) _____________________

Name: (printed) _____________________

//

Playstudios US, LLC

Date:___________________ By: (signature) _____________________

Title: _______________________________

Name: (printed) _____________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Date:____________________ By: (signature) ______________________

Name: (printed) ______________________

Davis & Norris, LLP

Date: November 18, 2025 By: (signature) Wesley W. Barnett

Name: (printed) Wesley W. Barnett

//

Playstudios US, LLC

Date:____________________ By: (signature) ______________________

Title: ________________________________

Name: (printed) ______________________

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

Davis & Norris, LLP

Date:_________________ By: (signature) ___________________

Name: (printed) ___________________

//

Playstudios US, LLC

Date:_________________ By: (signature) ___________________

Title: General Counsel

Name: (printed) Joel Agena

Exhibit A – Claim Form

Exhibit B – Email Notice

Exhibit C – Mailing Notice

Exhibit D – Website

Exhibit A

PLAYSTUDIOS ELECTION FORM

YOU DO NOT NEED TO COMPLETE THIS FORM IF YOU WANT TO RECEIVE VIRTUAL COINS. IF YOU WANT TO RECEIVE MONEY RATHER THAN VIRTUAL COINS YOU MUST SUBMIT THIS ELECTION FORM ONLINE OR BY MAIL POSTMARKED BY [CLAIMS DEADLINE]. THE ELECTION FORM MUST BE SIGNED AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

The Settlement Administrator will review your Election Form. If accepted, you will receive the portion of the Settlement Fund you are entitled to under the Settlement in money. This process takes time, please be patient. If you have any questions, visit the Settlement Website _______________.

Instructions. Fill out each section of this form and sign where indicted. To find your Player ID(s), select the **Settings** button in the game (it's the gear icon).

First Name		**Last Name**	
Street Address			
City		**State**	**Zip Code**
Email Address			**Phone Number**
(only complete the following boxes for the games you have played and made purchases)			
myVEGAS Facebook Player ID(s)	**myVEGAS Mobile Player ID(s)**	**www.myvegas.com Player ID(s)**	**Pop! Slots Player ID(s)**
myKONAMI Slots Player ID(s)	**MGM Slots Live Player ID(s)**	**myVEGAS Blackjack Player ID(s)**	**myVEGAS Bingo Player ID(s)**
All email addresses associated with any of the foregoing game accounts.			
All email addresses associated with Facebook (App Center), Apple (App Store), Google (Play Store), Amazon, and Microsoft accounts from which you played any of the foregoing games.			

Settlement Class Member Affirmation: By submitting this Election Form you affirm under penalty of perjury that, to the best of your knowledge, the Player ID(s) and email address(es) listed above are yours.

Signature: ______________________________ Date: _______/_____________/____________

Select Payment Method. Select **ONE** box for how you would like to receive payment and provide the requested information.

☐ Check **Mailing Address:**	☐ Zelle® **Email Address OR Phone Number:**	☐ PayPal® **Email Address:**	☐ACH Direct Deposit **Name of Bank or Credit Union:** ☐**Checking** ☐**Savings** **Routing Number:** **Account Number:**

Exhibit B

From: [Email]
To: [Email]
Re: LEGAL NOTICE OF CLASS ACTION

If you played myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, or myVEGAS Bingo while in the States of Alabama, Tennessee, Kentucky, Ohio, New Jersey, or Massachusetts, you may be part of a class action settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit against Playstudios US, LLC ("Playstudios"), alleging claims under Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts State laws based on the sale of virtual chips in the following social casino-themed games: myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo (the "Applications"). Playstudios denies all claims and denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Settlement Class Member?

Our records indicate that you may be a Settlement Class Member. Settlement Class Members are persons who spent money to play the Applications in the following time periods in the following States:

Alabama: any Application from March 8, 2022, through [preliminary approval date].

Ohio: any Application from July 26, 2022, through [preliminary approval date].

New Jersey: any Application from January 2, 2024, through [preliminary approval date].

Massachusetts: any Application from July 26, 2022, through [preliminary approval date].

Tennessee: any Application from November 12, 2022, through [preliminary approval date].

Kentucky: any Application from July 5, 2018 through June 29, 2023.

More information is available at ___________.

What can I get?

If approved by the Court, Defendants will provide twenty-seven percent (27%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in virtual currency of the game. Settlement Class Members also have the option, but not the obligation, to file an Election Form to elect to receive twenty-three percent (23%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in money rather than virtual currency. The amount paid for a valid and Approved Claim may be affected by the number of claims made as the total amount of claims for money payment are subject to an aggregate cap of seventeen percent (17%) of Total Settlement Amount. In the event a claim for money payment is reduced as a result of the cap, the claimant will receive virtual currency in place of the reduced money.

Do I have to file an Election?

No, in order to get the virtual currency benefit, you do not have to file an Election.

How do I file an Election?

You must submit a timely and properly completed Election Form no later than [claims deadline]. You may request an election form by emailing ____________or submit one online at ________________.

What are my other options?

You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline] saying that you want be excluded. If you exclude yourself, you will not receive any settlement benefits, but you keep any rights you may have to sue Playstudios over the claims in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to or exclude yourself from the settlement are available at ______________. If you file an election or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments in this case. In addition, your claims relating to the allegations in this case against Playstudios and other Released Parties will be released.

Who represents me?

The Court has appointed lawyers from Davis & Norris, LLP and Bedford, Rogers, & Bowling, P.C. These attorneys are called "Class Counsel." You will not be charged for the lawyers, but they will be compensated from the settlement as set out in the Agreement. If you want to be represented by your own lawyer in this case, you may hire one at your expense. The Plaintiffs in the case who are Settlement Class Members from each of the States have asked the Court to appoint them as "Class Representatives."

When will the court consider the proposed settlement?

The Court will hold the Final Approval Hearing at ________ on _______________[date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to $10,000 each from the Settlement. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

How do I get more information?

For more information, including the full Notice, Election Form and Settlement Agreement, go to _________________, or contact the Settlement Administrator at 1 ___-___- __ _.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

Exhibit C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you have played myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, or myVEGAS Bingo while in the States of Alabama, Tennessee, Kentucky, Ohio, New Jersey, or Massachusetts, you may be part of a class action settlement.

Playstudios Settlement
Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class Mail
US Postage
Paid rmit #

Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated:
[**date**]

XXX

A settlement has been reached in a class action lawsuit against Playstudios US, LLC ("Playstudios"), alleging claims under Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts state laws based on the sale of virtual chips in the following social casino-themed games: myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo (collectively, "Applications"). Playstudios denies all claims and that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case

Am I a Settlement Class Member? Our records indicate that you may be a Settlement Class Member. Settlement Class Members are persons who played the Applications in the following States during the following time periods:

Alabama: any Application from March 8, 2022, through [preliminary approval date].

Ohio: any Application from July 26, 2022, through [preliminary approval date].

New Jersey: any Application from January 2, 2024, through [preliminary approval date].

Massachusetts: any Application from July 26, 2022, through [preliminary approval date].

Tennessee: any Application from November 12, 2022, through [preliminary approval date].

Kentucky: any Application from July 5, 2018 through June 29, 2023.

More information is available at ___________.

What Can I Get? If approved by the Court, Defendants will provide twenty seven percent (27%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in virtual currency of the game. Settlement Class Members also have the option, but not the obligation, to file an Election Form to elect to receive twenty three percent (23%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in money transfer rather than virtual currency. The amount paid for a valid and Approved Election may be affected by the number of claims made as the total amount of claims for money payment are subject to an aggregate cap of seventeen percent (17%) of the Total Settlement Amount. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided for in virtual currency.

Do I have to file an Election? No, in order to get the virtual currency benefit, you do not have to file an Election.

How do I file an Election? You must submit a timely and properly completed Election Form no later than [claims deadline]. You may request a claim form or submit one online at ________________.

What are My Other Options? You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you will not receive any settlement benefits, but you keep any rights you may have to sue Playstudios over the claims in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to or exclude yourself from the settlement are available at ______________. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments in this case. In addition, your claims relating to the allegations in this case against Playstudios and other Released Parties will be released.

Who Represents Me? The Court has appointed lawyers from Davis & Norris, LLP and Bedford, Rogers, & Bowling, P.C. These attorneys are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. The Plaintiffs in the case who are Settlement Class Members from each of the States have asked the Court to appoint them as "Class Representatives."

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at ________ on _______________[date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to $10,000 each from the Settlement. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to _________________, or contact the Settlement Administrator at 1 ___-___- __ _.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel

Exhibit D

CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

If you played myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, or myVEGAS Bingo while in the States of Alabama, Tennessee, Kentucky, Ohio, New Jersey, or Massachusetts, you may be part of a class action settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Playstudios US, LLC ("Playstudios"), alleging claims under Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts State laws based on the sale of virtual chips in the following social casino-themed games: myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo (collectively "Applications"). Playstudios denies all claims and that they violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

- You are a Settlement Class Member if you spent money to play the Applications in the following time periods in the following States:
  - **Alabama:** any Application from March 8, 2022, through [preliminary approval date].
  - **Ohio:** any Application from July 26, 2022, through [preliminary approval date].
  - **New Jersey:** any Application from January 2, 2024, through [preliminary approval date].
  - **Massachusetts:** any Application from July 26, 2022, through [preliminary approval date].
  - **Tennessee:** any Application from November 12, 2022, through [preliminary approval date].
  - **Kentucky:** any Application from July 5, 2018 through June 29, 2023.

- All Class Members will receive benefits from the settlement. Those who do not file an election will receive twenty seven percent (27%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in virtual currency of the game. Class Members who choose to file a timely and properly completed Election will be eligible to receive twenty three percent (23%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in money transfer rather than virtual currency, subject to a cumulative cap of seventeen percent (17%) of the Total Settlement Amount. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided in virtual currency.

- Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will receive the benefits in virtual currency and will give up your rights to sue Playstudios about the claims in this case.
SUBMIT AN ELECTION	You must submit a valid election form either online or by mail. You may receive the benefits in a payment, virtual currency, or both.
EXCLUDE YOURSELF	To exclude yourself, you must affirmatively submit a request to be excluded in accordance with the settlement. You will receive no benefits, but you will retain any rights you currently have to sue Playstudios about the claims in this case.
OBJECT OR COMMENT	Write to the Court explaining your opinion of the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

These rights and options – **and the deadlines to exercise them –** are explained in this Notice.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Brian P. Hamilton of the Circuit Court in Franklin County, Alabama is overseeing this class action. The lawsuit is known as *White, et al. v. Playstudios US, LLC*. The people who sued, Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, are the "Class Representatives." The company that got sued is Playstudios US, LLC, which agreed to settle the lawsuit.

2. What is a class action?

In a class action, one or more people called class representatives sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who choose to exclude themselves from the class.

3. What is this lawsuit about?

The lawsuit claims that Playstudios violated Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts state gambling laws through the sale of virtual chips in the following social casino-themed games: myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo (collectively "Applications"). Playstudios denies all claims and that it violated any law.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation now rather than years from now, if at all.

More information about the Settlement and the lawsuit are available to Class Members on the settlement website, or by accessing the Court docket in this case, through the Court's electronic filing system at https://alacourt.com, or by visiting the office of the Clerk of the Court for the Circuit Court of Franklin County, Alabama, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court decided that everyone who fits this description and chooses not to request to be excluded is a member of the Settlement Class: All persons who spent money to play the Applications in the following States in the following time periods:

Alabama: any Application from March 8, 2022, through [preliminary approval date].

Ohio: any Application from July 26, 2022, through [preliminary approval date].

New Jersey: any Application from January 2, 2024, through [preliminary approval date].

Massachusetts: any Application from July 26, 2022, through [preliminary approval date].

Tennessee: any Application from November 12, 2022, through [preliminary approval date].

Kentucky: any Application from July 5, 2018 through June 29, 2023.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the defendants or their parents have a controlling interest and their current or former officers, directors, and employees, (3) persons who properly execute and file a timely request for exclusion from the settlement class, and (4) the legal representatives, successors or assigns of any such excluded persons.

If you are not sure whether you are included, you can call the Settlement Administrator at [ENTER NUMBER]. Or you can get free help by calling the lawyers appointed to represent class members in this case at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

If approved by the Court, Playstudios will provide twenty seven percent (27%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in virtual currency of the game. Settlement Class Members also have the option, but not the obligation, to file an Election Form to elect to receive twenty three percent (23%) of the amount spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in money transfer rather than virtual currency. The amount paid for a valid and Approved Election may be affected by the number of claims made as the total amount of claims for money payment are subject to an aggregate cap of seventeen percent (17%) of Total Settlement Amount. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided for in virtual currency.

7. When will I get my benefits?

If you file an Election Form, you should receive a check or electronic payment from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final approval of the Settlement is scheduled for [Fairness Hearing Date.] If you select to receive your payment via check, please keep in mind that checks will expire and become void 90 days after they are issued. If you do not file an Election Form, you will receive virtual coins in installments over either two years.

HOW TO FILE A CLAIM

8. Do I have to file an Election?

No, in order to get the virtual currency benefit, you do not have to file an Election.

9. How do I file an Election?

If you are a Settlement Class Member and you want to receive a payment instead of virtual currency, you must submit a valid and timely Election Form no later than [claims deadline]. You may request an election form or submit one online at ________________.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes final, you will give up your right to sue Playstudios for the claims being resolved by this Settlement. The specific claims you are giving up are described in the Settlement Agreement. You will be "releasing" Playstudios and certain related parties (collectively, the "Released Parties"), described in the Settlement Agreement. Unless you exclude yourself (see Question 14), you are releasing the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available to Class Members through the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free by calling 1-XXX-XXX-XXXX, or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you will receive your benefits of virtual coins under the settlement, and you will release Playstudios for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed lawyers from Davis & Norris, LLP and Bedford, Rogers, & Bowling, P.C. These attorneys are called "Class Counsel." You will not be charged for the lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. The Plaintiffs in the case who are Settlement Class Members from each of the States have asked the Court to appoint them as "Class Representatives."

13. How will the lawyers be paid?

Class Counsel attorneys' fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

Subject to approval by the Court, each Class Representative may be paid an "Incentive Award" from the Settlement Fund for helping to bring and settle this case. No Class Representative will ask for more than $10,000 as an incentive award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the settlement?

You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you will not receive any settlement benefits, but you keep any rights you may have to sue Defendants over the claims in the lawsuit. Specific instructions about how to object to or exclude yourself from the settlement are available at _______________. To exclude yourself from the settlement, you must email, mail, or otherwise deliver a letter (or request for exclusion) stating that <u>you want to be excluded</u> from the "_____________" case. Your letter or request for exclusion must include your (a) name (b) telephone number (c) U.S. Mail address, (d) email address, (e) Player IDs and/or email addresses associated with myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, and (f) your individual ink-signed signature. You must email or mail your exclusion request no later than [DATE], to:

Playstudios Settlement Administrator

[EMAIL ADDRESS]

[ADDRESS]

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

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you should not submit a Claim Form to ask for benefits because you won't receive any.

OBJECTING TO THE SETTLEMENT

17. How do I object to the settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement being proposed. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue. If that is what you want to happen, and you want to do something to advocate that, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. All written objections and supporting papers must include: (i) all Player ID(s) associated with myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, (ii) all email address(es) associated with myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, and myVEGAS Bingo, (iii) current telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission). All written objections must be emailed or otherwise delivered to Class Counsel and Defendants' Counsel, and filed with the Court before [DATE].

Class Counsel will file with the Court and post on the website available to Class Members its request for attorneys' fees by [two weeks prior to objection deadline].

18. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means 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 from the Settlement Class 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 case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at ________ on _______________[date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to $10,000 each from the Settlement. The Court may award less than these amounts. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend as described elsewhere herein, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to

Appear in _______________." As described in Question 17 more fully, it must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and sent no later than [objection deadline].

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at ______________________, or by contacting the Settlement Administrator at 1 ___-___- __ _. More information about the Settlement and the lawsuit are available by accessing the Court docket in this case, through the Court's electronic filing system at https://alacourt.com, or by visiting the office of the Clerk of the Court for the Circuit Court of Franklin County, Alabama, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

DOCUMENT 37

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, individually and on behalf of all others similarly situated,	)
Plaintiffs,	) **Case No. 33-CV-2025-900186.00**
v.	)
Playstudios US, LLC,	)
Defendants.	)

AFFIDAVIT OF WESLEY W. BARNETT

1. My name is Wesley W. Barnett. I am over the age of nineteen and competent to state the testimony below.

2. I am a partner with Davis & Norris, LLP. I have approximately twenty two years of experience practicing law. I have personally handled a wide range of large and complex cases including environmental, personal injury, consumer protection, mass actions, mass arbitrations, and class actions.

3. Attached hereto as Exhibit A is a firm resume for Davis & Norris, LLP outlining the qualifications and experience of the firm and attorneys. The firm resume is an accurate depiction of relevant experiences.

4. I have personally been involved in investigating, researching, drafting, planning, briefing, negotiating, mediating, and communicating with clients in relation to the broad litigation involving Playstudios.

5. Through my contact with Class Representatives, Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, I have personal knowledge of their involvement in the matter. Each has participated extensively in helping to investigate the applications and how they work as well as determining what locations the applications were involved in. Each has remained in communication and up-to-date about the matters in which they were involved.

6. I personally made the Class Representatives aware of their duties and responsibilities in representing the class, and they readily and willingly agreed to be Class Representatives. Class Representatives all have the same claims as all other class members in this case, and have no interest adverse to the class.

7. Class Representatives were all made aware of the terms of the Settlement, agreed to the Settlement, and believe that the Settlement is fair, reasonable, and adequate, and that it is in the best interest of the entire class.

8. The litigation involving Playstudios generally began as far back as 2022 when Class Counsel began filing arbitrations and lawsuits against companies similar to Playstudios alleging that their applications are illegal gambling and that players

can recover losses under Alabama, Kentucky, Massachusetts, New Jersey, Ohio, and Tennessee law.

9. The arbitrations and lawsuits, including those against Playstudios, have been through extensive litigation involving motions to dismiss, motions to compel arbitration, removals, motions to remand, petitions for permission to appeal, arbitration hearings, and similar legal fights.

10. Beginning in December of 2024, the parties began to discuss the potential for a global resolution of the matters. The negotiations included several in person meetings in addition to telephone conversations. The parties additionally exchanged information during the negotiations that ultimately led to this settlement.

11. The parties reached agreement on the broad terms of a settlement and signed a term sheet on January 18, 2025. The parties ultimately signed a fulsome settlement agreement was on November 18, 2025.

12. Once settled, Plaintiffs filed the present case on November 20, 2025, in order to effectuate the settlement.

13. The parties filed a notice of settlement and moved to stay all responsive deadlines in the matter. Around that same time, the Court ordered expedited subpoenas to be issued, stayed all deadlines, and entered a protective order.

14. Since that time, I have been issuing subpoenas, domesticating subpoenas, and negotiating with counsel for each subpoenaed party to obtain information necessary to provide notice of the settlement to class members. The

subpoenaed parties include platform entities such as Google, Apple, Amazon, and Facebook. The process was highly complicated, dealt with numerous hurdles that were different for each entity, extremely time consuming for the entities and their IT departments, and in some cases required reissuance and re-domestication of subpoenas. The information sought is expected to be provided on or soon after June 30, 2026.

15. Based upon data reviewed during the course of this matter, I believe the class will consist of hundreds of thousands of members.

16. After interviewing several potential administrators, the parties have chosen to use EisnerAmper, a nationally recognized accounting, audit, and tax firm. See EisnerAmper resume attached hereto as Exhibit B.

6/30/26
Date

Wesley W Barnett
Affiant

STATE OF Alabama)
COUNTY OF Jefferson)

Before me, Janet Denise Haynes, a Notary Public in and for said county in said State, personally appeared Affiant, who being first duly sworn, makes oath that they have read the foregoing Affidavit and knows the contents thereof, and that the facts alleged therein are true and correct.

Subscribed and sworn to before me this 30 day of June, ~~2025~~. 2026.

Janet Denise Haynes
Notary Public
(SEAL)

JANET DENISE HAYNES
Notary Public, Alabama State at Large
My Commission Expires April 5, 2028

EXHIBIT A

Davis & Norris, LLP was formed in 2003 when its two founding partners, D. Frank Davis and John E. Norris, left their long-time employment with a large defense law firm setting out to even the playing field for the average American. Wesley W. Barnett who joined the firm in 2008 became a partner in 2020. Dargan M. Ware, a senior associate with the firm joined in 2014. Davis & Norris, LLP has helped tens of thousands seek justice in a variety of complex legal matters.

Founding partner, D. Frank Davis, has been practicing for over forty years. During that time, he has devoted a substantial portion of his practice to class action and mass tort litigation. He has represented both plaintiffs and defendants in countless class actions. He has both settled and tried class actions. Mr. Davis is a member of the Alabama and Tennessee bars and is currently admitted to practice in the United States Supreme Court, the Fifth and Eleventh Circuit Courts of Appeals, and each federal district court in Alabama. He has been admitted, at one time or another, on a pro hac vice basis, in federal and state courts in most of the states in the Country.

Prior to forming Davis & Norris, LLP, Mr. Davis participated in numerous class action and mass tort cases where he was either lead counsel or co-lead counsel including:

a) Williams v. America Online, Inc.: Lead counsel for the defendant in a national consumer class action over purported false statements about a service.
b) Leonard v. National Rent-A-Car: Lead counsel for the defendant in a national consumer class action involving purported false statements about a service.
c) Hammack v. Quaker State Corporation: Lead counsel for the plaintiffs in a case of purported false statements about a product. The case of consumers was certified as a national class action and concluded with a multi-million dollar settlement.
d) Singleton v. Splitfire, Inc.: Lead counsel for the Plaintiffs. The case involved purported false statements about a product. It was certified as a national consumer class action and concluded with a multi-million dollar settlement.
e) Wilson v. Dahberg: Lead counsel for the Plaintiffs. The case concerned alleged false statements about a product. It was certified as a national consumer class action and concluded with a multi-million dollar settlement.
f) Dyer v. Monsanto, et al.: Lead counsel for plaintiff property owners in a class action for damages arising from the pollution of a lake by PCBs. The case settled for $43 million.
g) Tolbert v. Monsanto, et al.: Co-lead counsel for approximately 18,000 plaintiffs for damages to persons and property from PCBs manufactured by Defendant. The case combined cases settled for more than $600 million.
h) Aaron v. Chicago Housing Authority, et al.: Mr. Norris and Mr. Davis handled this plaintiff class action until they left their prior firm in January of 2003. The case settled shortly thereafter for a multi-million dollar number.

In addition to these actions Mr. Davis has been counsel in dozens and dozens of other class actions. Some of them were of historic importance such as Swint v. Pullman Standard, and Hayes v. Republic Steel.

Founding partner, John E. Norris, has been practicing law for over 29 years. He has devoted a substantial portion of his practice to class actions. Mr. Norris has represented parties in a significant number of class action cases resulting in important decisions on class action law, including Pettway v. American Cast Iron Pipe Co., Cox v. USX, and Beavers v. American Cast Iron Pipe Co. Mr. Norris is a member of the bars of the State of Alabama, the State of Tennessee, the United States Supreme Court, the Nineth Circuit Court of Appeals, the Eleventh Circuit Court of Appeals, and all of the United States District Courts in Alabama. Mr. Norris has additionally been admitted on a pro hac vice basis in numerous state and federal courts throughout the Country. Johnny Norris is a veteran trial and appellate lawyer and a founding partner of Davis & Norris. He was one of the co-lead counsel in Tolbert v Monsanto, an environmental case involving thousands of personal injury and property damage claims. The 2004 settlement in that case was the largest toxic tort settlement in history. Mr. Norris has handled numerous class and other complex cases throughout the country. His experience as a partner in a large regional defense law firm gives him valuable insight into the perspective of large companies.

An Alabama native, Mr. Norris graduated magna cum laude from Birmingham-Southern College in 1988, where he was a member of Phi Beta Kappa. He was on the Managing Board of the Alabama Law Review at the University of Alabama School of Law, from which he graduated in 1991. Before practicing law he clerked for the late Judge William M. Acker, Jr. of the United States District Court for the Northern District of Alabama.

Wesley W. Barnett is a partner in the firm. Mr. Barnett joined the firm in 2008 from a firm that handled numerous complex legal matters such as mass torts, toxic torts, products liability, and Multi-District Litigation throughout the Country. At his former firm, Mr. Barnett worked on the In re: Ephedra Products Liability Litigation, MDL-2071 in the Southern District of New York. Mr. Barnett also worked on large toxic tort matters such as the infamous PCB litigation in Anniston, Alabama in Tolbert v. Monsanto, and chemical spill litigation against Chevron in Lake Charles, Louisiana. Mr. Barnett has handled all aspects of complex litigation from inception through trial, and even appeal in his 21 years of practice. While with Davis & Norris, LLP, Mr. Barnett was principally responsible for the firm's involvement as non-settling plaintiff's counsel in the confirmatory discovery for In re: In re: Hyundai and Kia Fuel Economy Litigation, MDL-2424. Mr. Barnett has participated in the trial of multiple-million-dollar federal jury cases to more than two hundred individual consumer arbitration cases, and everything in between. Mr. Barnett is licensed in or has practiced in Alabama, all federal courts within Alabama, Washington DC, Eleventh Circuit Court of Appeals, Fifth Circuit Court of Appeals, Eighth Circuit Court of Appeals, Ninth Circuit Court of Appeals, Sixth Circuit Court of Appeals, Connecticut District Court, District Court for the Northern District of New York, and numerous other courts on a pro hac vice basis. Mr. Barnett is also in the process of being admitted to practice in Tennessee. Mr. Barnett is recognized as a Top 100 attorney by The National Trial Lawyers Association.

Dargan Ware is the principle researcher and brief writer for Davis & Norris. He graduated in the top 5% of his class at the University of Alabama School of Law and then clerked for the Honorable L. Scott Coogler in the Northern District of Alabama. He has worked for Davis and Norris since 2014. Mr. Ware has been principally responsible for drafting motions and briefs filed in state and federal courts throughout the nation, including the Northern District of California. He has successfully handled numerous appeals in both state and federal appellate courts, including the Ninth Circuit. Mr. Ware is licensed to practice in Alabama and California as well as numerous other courts and jurisdictions throughout the United States either by admission or on a pro hac vice basis.

Since Davis & Norris, LLP was formed, counsel with the firm has handled numerous complex litigation such as class actions and mass cases including:

a) Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025): Lead counsel in a six-state class action settlement involving apps and website gambling themed games.
b) The Vietnam Assoc. for Victims of Agent Orange/Dioxin, et al. v. Dow Chemical Co., et al.: Co-lead as counsel for a purported plaintiff class of between 2-4 million Vietnamese nationals and residents of Vietnam who suffered damages as a result of Dioxin exposure during the Vietnam War.
c) Faught v. American Home Shield: Lead counsel in a nationwide consumer class action over claims handling. The case involved approximately 4.3 million consumers. The creative nationwide settlement in this case was affirmed by the Eleventh Circuit Court of Appeals.
d) Abney v. American Home Shield: Lead counsel in a nationwide consumer class action involving RESPA. This case settled on a nationwide basis.
e) Barker v. Old Republic Home Protection Company: Lead counsel in a nationwide consumer class action.
f) Green v. Bissell Homecare, and Boyd v. TTl Floorcare: Lead counsel with in a nationwide consumer class action involving misleading advertising in the sale of steam-vac carpet cleaners that in no way uses steam in its operation.
g) Robinson, et al. v. T-Mobile USA: Lead counsel in an action related to T- Mobile's practice of reactivating own stolen or lost cell phones for use on its network.
h) Veal v. Citrus World, Inc.: Lead counsel in a nationwide class action related to the marketing and sales practices of orange juice manufactured and sold by Citrus World, Inc. The case was transferred to an MDL and later resolved. Davis & Norris, LLP was appointed to the leadership structure of the Plaintiffs.
i) Maturani v. Hyundai: A purported class action filed against Hyundai related to inflated miles per gallon claims. The case was transferred to an MDL where Davis & Norris, LLP participated with non-settling plaintiffs' counsel from across the Country in performing confirmatory discovery which lead to an eventual settlement. Davis & Norris, LLP was awarded a fee in the matter for its efforts in the case.
j) Numerous cases alleging misleading or false "Made in the USA" claims against pet food manufacturers and vitamin manufactures. The cases settled on confidential bases.
k) McWhorter v. Ocwen – Lead counsel on a class action case involving illegal fees charged to make payments on loans. The case settled for approximately $9.7 million.
l) Morandi v. Mr. Cooper - Potential class action now on interlocutory appeal to the 9th circuit, involving illegal fees to make payments on loans.

l) Lemp v. Seterus - Potential class action currently awaiting class certification decision by the Eastern District of California, involving illegal fees to make payments on loans.
m) Garcia v. Nationstar – Davis & Norris, LLP was co-lead counsel in a consumer class action related to fees charged while making payments on a mortgage. The case resulted in an approved class-wide settlement.
n) Consumer TCPA and FDCPA – Davis & Norris, LLP represented approximately 4,000 consumers in litigation against a sub-prime auto lender for violations of the TCPA and FDCPA in federal court and in arbitrations. The complex legal matter extended over several years, and ultimately resulted in confidential settlements.
o) McWhorter v. Ocwen: Mr. Davis, Mr. Norris, and Mr. Barnett were appointed as class counsel in a multi-million dollar nationwide settlement completed in 2017.
p) Consumer Deceptive Trade Claims Against Windstream – Davis & Norris represented several thousand customers of Windstream bringing claims over substandard internet speeds in individual arbitrations. The cases resulted in numerous claimant verdicts until Respondent Windstream declared bankruptcy.
q) Consumer Deceptive Trade Claims Against An Internet Service Provider – Davis & Norris, LLP represented several hundred claimants against an internet service provider for substandard internet speeds that resulted in a confidential settlements.
r) Discrimination Claims Against An App Service Provider – Davis & Norris, LLP represented several hundred claimants in individual arbitrations under California's Unruh Act related to discrimination in charges for the service. The matters resulted in confidential settlements.
s) Consumer Deceptive Trade Claims Against Samsung Electronics America – Davis & Norris, LLP currently represents numerous claimants with claims against Samsung for misleading advertisements in individual arbitrations.
t) Consumer Deceptive Trade Claims Against Intuit – Davis & Norris, LLP represents numerous claimants regarding Intuit's conduct of misleadingly charging for tax return services that should have been provided for free. These matters are proceeding as individual consumer arbitrations.
u) Consumer Magnuson Moss Claims Against a Home Service Warranty Provider – Davis & Norris, LLP represented numerous individuals with claims against a Home Service company that wrongly denied claims for repair. The matters resulted in confidential settlements.
v) Mel Comes et al v. Harbor Freight Tools USA, Inc. – Davis & Norris is co-lead counsel in consolidated nationwide class actions in the United States District Court for the Central District of California related to recalled and defective automobile jack stands.
w) Consumer Deceptive Trade Claims against Apple – Davis & Norris represents numerous claimants with deceptive trade claims related to Apple's throttling update.
x) In re: Vioxx Products Liability Litigation, MDL 1657 – Davis & Norris, LLP represented approximately 700 claimants in the MDL proceedings that resulted in a large dollar settlement.

Davis & Norris, LLP has been recognized by federal courts by appointment to leadership roles including as a member of the executive committee in an MDL in the United States District

Court for the Western District of Missouri against The Coca-Cola Company in In re: Simply Orange Orange Juice Marketing and Sales Practices Litigation, MDL-2361. Davis & Norris, LLP has also been involved as non-settling plaintiffs during confirmatory discovery in In re: Hyundai and Kia Fuel Economy Litigation, MDL-2424.

We are prepared to commit the necessary substantial resources in time, financing, and personnel to this case. We have repeatedly done so in similar cases.

DOCUMENT 38

Exhibit B

Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than $14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than $14 billion dollars in settlement claims.

Sample Case Experience*

Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873) - Public Water System Settlement
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.

Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.

Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)[4]
- In re: Interior Molded Doors Antitrust Litigation (Indirect)

Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[1]
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[1]
- In re: Paraquat Products Liability Litigation (MDL 3004)[1]
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)[2]
- Essure Product Liability Settlement[3]
- Porter Ranch (JCCP 4861)

Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.

Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit

Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*
[1]Services provided in cooperation with the Court-Appointed Special Master
[2]Appointed As Common Benefit Trustee
[3]Inventory Settlement

EISNERAMPER

EAG Gulf Coast, LLC

EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Hezi v. Celsius Holdings, Inc.***, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

  The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- ***Scott Gilmore et al. v. Monsanto Company, et al.***, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

  The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- ***John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.***, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Sanders et al. v. Ibex Global Solutions, Inc. et al.***, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

  An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Vaccaro v. Super Care, Inc.,*** No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Gonshorowski v. Spencer Gifts, LLC***, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

  The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- ***Vaccaro v. Delta Drugs II, Inc.,*** No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Pagan, et al. v. Faneuil, Inc.***, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

  The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- ***LaPrairie v. Presidio, Inc., et al.***, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

  The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Nelson v. Bansley & Kiener, LLP***, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

  The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- ***Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al***, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

  Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- ***Rivera, et al. v. Google LLC,*** No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

  Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

  The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP***, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.***, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Hosch et al. v. Drybar Holdings LLC,*** No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed

Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Baldwin et al. v. National Western Life Insurance Company,*** No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

  The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- ***Chapman et al. v. voestalpine Texas Holding LLC,*** No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

  The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

  (a) Constituted the best practicable notice, under the circumstances;
  (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;
  (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and
  (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).

- ***Clopp et al. v. Pacific Market Research LLC,*** No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).

- ***Whitlock v. Christian Homes, Inc., et al,*** No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Hanson v. Welch Foods Inc.,*** No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

  The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Dein v. Seattle City Light,*** No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

  The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- ***Frank v. Cannabis & Glass, LLC, et al,*** No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

  Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including *individual notice to all Settlement Class Members who could be identified through reasonable effort.*

- ***McMorrow, et al. v. Mondelez International, Inc,*** No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

  Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- ***Daley, et al. v. Greystar Management Services LP, et al.,*** No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

  The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class….was the best practicable notice under the circumstances. The Class Notice program….was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action….

- ***Mansour, et al. v. Bumble Trading, Inc.,*** No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

  The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- ***Hadley, et al. v. Kellogg Sales Company*****,** No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Miracle-Pond, et al. v. Shutterfly, Inc.*****,** No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

  This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Jackson-Battle, et al. v. Navicent Health, Inc.*****,** No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation*****,** No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

  The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable *under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- ***Krommenhock, et al. v. Post Foods, LLC,*** No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Winters, et al. v. Two Towns Ciderhouse, Inc,*** No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)…Thus, the Court finds the Notice complies with due process.…With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- ***Siddle, et al. v. The Duracell Company, et al.,*** No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- ***Fabricant v. Amerisave Mortgage Corporation*,** No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

  The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.*,** No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

  The Court makes the following findings and conclusions regarding notice to the Settlement Class:

  a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
  b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.*,** No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

  The Court makes the following findings and conclusions regarding notice to the Class:

  a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

  b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably *calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections,*** No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

  The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.,*** No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

  The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

  The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- ***Paul Story v. Mammoth Mountain Ski Area, LLC,*** No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

  The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- ***John Burford, et al. v. Cargill, Incorporated,*** No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

  Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- ***In RE: FEMA Trailer Formaldehyde Product Liability Litigation,*** MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

  After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

  (a) constituted the best practicable notice to Class Members under the circumstances;
  (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;
  (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;
  (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;
  (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;

(f) *afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
(g) *was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
(h) *fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*

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- ***Brim v. Prestige Care Inc Data Breach,*** Case No. 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled on April 21, 2025:

  The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.,*** Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

  Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]

- ***Milan, et al. v. Clif Bar and Company,*** Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

  The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- ***In Re: Hapy Bear Surgery Center Data Security Incident Litigation***, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

  The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tecku v. Yieldstreet, Inc.,*** Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

  In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice.…The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

  The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Webb, et al. v. Injured Workers Pharmacy, LLC,*** Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

  The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tracey, et al. v. Elekta, Inc., et al.,*** Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

  The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***Meholic, et al. v. Seattle Arena Company,*** Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

  The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- ***Kandel, et al. v. Dr. Dennis Gross Skincare, LLC,*** Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

  The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws…The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- ***Ayala v. Commonwealth Health Physician Network, et al.,*** Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

  The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

- ***M.S. and D.H. v. Med-Data, Inc.,*** Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

  On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).

  P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and

Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.

The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.

- ***McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper,*** Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqui ruled on April 25, 2024:

  The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.

- ***Andrade-Heymsfield v. NextFoods, Inc.,*** Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

  The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)…In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.

- ***Hymes v. Earl Enterprises Holdings,*** Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

  The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice *to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.*

- ***Tucker v. Marietta Area Health Care Inc.,*** Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

  The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient…The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***In re: Cathode Ray Tube (CRT) Antitrust Litigation* (Indirect Purchasers),** Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

  The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.

- ***Buck v. American General Life Insurance Company,*** Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

  [T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.

- ***Fabricant v. Top Flite Financial, Inc.***, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process

- ***Easter v. Sound Generations,*** Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

  The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- ***Hezi v. Celsius Holdings, Inc.***, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

  The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- ***Scott Gilmore et al. v. Monsanto Company, et al.***, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

  The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- ***John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.***, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the *requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- ***Sanders et al. v. Ibex Global Solutions, Inc. et al.***, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

  An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Vaccaro v. Super Care, Inc.,*** No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Gonshorowski v. Spencer Gifts, LLC***, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

  The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- ***Vaccaro v. Delta Drugs II, Inc.,*** No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Pagan, et al. v. Faneuil, Inc.***, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

  The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- ***LaPrairie v. Presidio, Inc., et al.***, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

  The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Nelson v. Bansley & Kiener, LLP***, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

  The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- ***Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al***, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

  Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures *set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*

- ***Rivera, et al. v. Google LLC,*** No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

  Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

  The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Davonna James, et al. v. CohnReznick LLP***, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.***, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Hosch et al. v. Drybar Holdings LLC,*** No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Baldwin et al. v. National Western Life Insurance Company,*** No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

  The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- ***Chapman et al. v. voestalpine Texas Holding LLC,*** No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

  The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

  (a) Constituted the best practicable notice, under the circumstances;

  (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;

  (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and

  (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).

- ***Clopp et al. v. Pacific Market Research LLC,*** No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient *notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).*

- ***Whitlock v. Christian Homes, Inc., et al,*** No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Hanson v. Welch Foods Inc.,*** No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

  The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Dein v. Seattle City Light,*** No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

  The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- ***Frank v. Cannabis & Glass, LLC, et al,*** No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

  Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.

- ***McMorrow, et al. v. Mondelez International, Inc,*** No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

  Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- ***Daley, et al. v. Greystar Management Services LP, et al.,*** No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

  The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class…. was the best practicable notice under the circumstances. The Class Notice program…. was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action….

- ***Mansour, et al. v. Bumble Trading, Inc.,*** No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

  The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- ***Hadley, et al. v. Kellogg Sales Company,*** No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice *to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Miracle-Pond, et al. v. Shutterfly, Inc.,*** No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

  This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Jackson-Battle, et al. v. Navicent Health, Inc.,*** No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation***, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

  The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- ***Krommenhock, et al. v. Post Foods, LLC,*** No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy

Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Winters, et al. v. Two Towns Ciderhouse, Inc*,** No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

  The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)…Thus, the Court finds the Notice complies with due process.… With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- ***Siddle, et al. v. The Duracell Company, et al.*,** No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

  The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- ***Fabricant v. Amerisave Mortgage Corporation*,** No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

  The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.*,** No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

  The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.,*** No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

  The Court makes the following findings and conclusions regarding notice to the Class:

  a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

  b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections,*** No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

  The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.,*** No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

  The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the

> *Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*
>
> *The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- ***Paul Story v. Mammoth Mountain Ski Area, LLC,*** No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

> *The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.*

- ***John Burford, et al. v. Cargill, Incorporated,*** No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

> *Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.*

- ***In RE: FEMA Trailer Formaldehyde Product Liability Litigation,*** MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

> *After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:*
>
> *(a) constituted the best practicable notice to Class Members under the circumstances;*
>
> *(b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*

(c) *was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*

(d) *was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*

(e) *focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*

(f) *afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*

(g) *was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*

(h) *fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*