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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,)

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, Donovan 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 AllahBeautifull, 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, Donovan 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’s 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 20th 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) _____

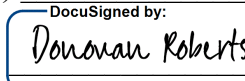
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized attorneys.

Date: _____

By: (signature) _____

Date: 11/12/2025 _____

Name: (printed) _____

By: (signature)  _____

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) _____

//

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) 

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) _____

//

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) _____

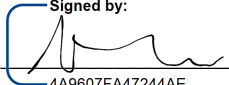
Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

Date: 11/12/2025

By: (signature) 

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) _____

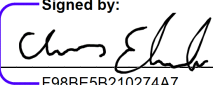
Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

Date: 11/18/2025

By: (signature) 

Signed by:

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) _____

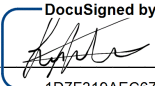
Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

Date: 11/13/2025

By: (signature) 

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) 

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 indicated. To find your Player ID(s), select the **Settings** button in the game (it's the gear icon).

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Email Address</u>			<u>Phone Number</u>
<u>(only complete the following boxes for the games you have played and made purchases)</u>			
<u>myVEGAS Facebook Player ID(s)</u>	<u>myVEGAS Mobile Player ID(s)</u>	<u>www.myvegas.com Player ID(s)</u>	<u>Pop! Slots Player ID(s)</u>
<u>myKONAMI Slots Player ID(s)</u>	<u>MGM Slots Live Player ID(s)</u>	<u>myVEGAS Blackjack Player ID(s)</u>	<u>myVEGAS Bingo Player ID(s)</u>
<u>All email addresses associated with any of the foregoing game accounts.</u>			
<u>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.</u>			

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 <u>OR</u> 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

QUESTIONS? CALL _____ TOLL FREE, OR VISIT [HTTP://](http://)_____

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, Donovan 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.

QUESTIONS? CALL _____ TOLL FREE, OR VISIT HTTP://_____

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.

QUESTIONS? CALL _____ TOLL FREE, OR VISIT HTTP:// _____

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.”

QUESTIONS? CALL _____ TOLL FREE, OR VISIT HTTP:// _____

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 you want to be excluded 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

QUESTIONS? CALL _____ TOLL FREE, OR VISIT HTTP:// _____

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

QUESTIONS? CALL _____ TOLL FREE, OR VISIT HTTP:// _____

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.

QUESTIONS? CALL _____ TOLL FREE, OR VISIT [HTTP://](http://)_____