



AlaFile E-Notice

33-CV-2025-900186.00

Judge: BRIAN P HAMILTON

To: BARNETT WESLEY WARRINGTON
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

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

The following matter was FILED on 12/2/2025 4:21:23 PM

Notice Date: 12/2/2025 4:21:23 PM

DERRICK SCOTT
CIRCUIT COURT CLERK
FRANKLIN COUNTY, ALABAMA
P. O. BOX 160
RUSSELLVILLE, AL, 35653
256-332-8861



**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,	)	
	)	
<i>Plaintiffs,</i>	)	Case No.: 33-CV-2025-900186.00
	)	
v.	)	
	)	
Playstudios US, LLC.	)	
	)	
<i>Defendant.</i>	)	

PROTECTIVE ORDER

This Protective Order is entered to cover any documents, information, or things produced by nonparties: Amazon.com, Inc. (“Amazon”), Apple, Inc. (“Apple”), Meta Platforms, Inc. (“Facebook”), and Alphabet, Inc. including subsidiary Google LLC (collectively or separately “Google”), (all nonparties individually and collectively “Platform or Platforms”) in response to subpoenas issued in the action captioned above (“Action”). The Parties and Platforms anticipate that the Platforms will produce documents in this action that contain sensitive information that is necessary to provide notice of the Class Action Settlement Agreement to members of the Settlement Class because Defendant does not possess this information.

Pursuant to Rule 26(c) of the Alabama Rules of Civil Procedure, the Court finds good cause for the following Protective Order Regarding The Use And Disclosure Of Discovery Produced By Nonparty Platforms.

PURPOSES AND LIMITATIONS

The Platform Protected Material designated under the terms of this Order shall be used by the Parties solely for the purpose of providing notice to and verifying and paying the recovery

amount owed to each member of the Settlement Class. The Platform Protected Material shall not be used directly or indirectly for any other purpose whatsoever.

No Platform Protected Material provided by the Platforms to the Class Action Administrator under the terms of this Order may be shared with anyone other than the Parties, unless specifically authorized by this Order.

It is the intention of the Platforms and the Parties that this Order will protect all materials produced by the Platforms in the Action unless otherwise specified.

DEFINITIONS

“Class Action Administrator” means EisnerAmper, acting as class action administrator to effectuate the Class Action Settlement Agreement entered.

“Class Action Settlement Agreement” means the document anticipated to be filed in the Action.

“Outside Counsel” means (i) outside counsel who appear on the pleadings as counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably necessary to disclose the information for this litigation.

“Platform Protected Material” means any discovery produced by each of the Platforms in the Actions.

“Settlement Class” has the meaning provided in the Class Action Complaint and anticipated Class Action Settlement Agreement.

COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Order shall be governed by the provisions for computing time set forth in Alabama Rules of Civil Procedure 6.

SCOPE

The protections conferred by this Order cover not only the Platform Protected Material governed by this Order as addressed herein, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,

conversations, or presentations by the Parties or their counsel in court or in other settings that might reveal the Platform Protected Material.

Nothing in this Order shall prevent or restrict the Platforms' own disclosure or use of its own Platform Protected Material for any purpose, and nothing in this Order shall preclude the Platforms from showing its Platform Protected Material to an individual who prepared the Platform Protected Material.

DURATION

Even after the termination of this case, the confidentiality obligations imposed by this Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise directs, subject to the Final Disposition clause herein.

ACCESS TO THE PLATFORMS PROTECTED MATERIAL

Basic Principles. All Platform Protected Material shall be used solely for the purpose of providing notice to and verifying and paying the recovery amount owed to members of the Settlement Class, and not for any other purpose whatsoever, including without limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function. The Platform Protected Material shall not be provided, distributed, disclosed, or made available to anyone except as expressly provided in this Order.

Secure Storage, No Export. The Platform Protected Material must be stored and maintained by a Receiving Party at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Order. To ensure compliance with applicable United States Export Administration Regulations, the Platform Protected Material may not be exported outside the United States or released to any foreign national (even if within the United States).

Legal Advice Based on Platform Protected Material. Nothing in this Order shall be construed to prevent counsel from advising their clients with respect to this case based in whole

or in part upon Platform Protected Materials, provided counsel does not disclose the Platform Protected Material itself except as provided in this Order.

Limitations. Nothing in this Order shall restrict in any way a Platforms' use or disclosure of its own Platform Protected Material.

Designation. For the avoidance of doubt, in all circumstances not specifically addressed by this Order, all Platform Protected Material shall be treated as if designated "CONFIDENTIAL" regardless of whether the Platform Protected Material has been stamped or marked in accordance with that Order.

USE OF PROTECTED MATERIAL

It is the Platforms' and the Parties' intention that the Platforms will produce the Platform Protected Materials directly to the Class Action Administrator, with no production to any of the Parties.

Unless otherwise ordered by the Court or authorized through the prior written consent of the Platforms, the Class Action Administrator may disclose Platform Protected Materials only to those members of the Class Action Administrator's staff, or to any copying, clerical or other support services working at the direction of the Class Action Administrator, to whom disclosure is reasonably necessary in order to provide notice to and/or to verify and pay the recovery amount owed to members of the Settlement Class, provided that each such person to whom disclosure is made must first agree to be bound by the provisions of this Order by signing a copy of Exhibit A.

Nothing in the foregoing paragraph is intended to restrict the Class Action Administrator from disclosing to a member of the Settlement Class any Platforms Protected Material that specifically relates to that individual.

CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL

This Order is intended to provide no mechanism to the Parties through which they can challenge the designation or protected status of the Platform Protected Materials.

SUBPOENAS OR COURT ORDERS

If at any time the Platform Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to the Platforms and to its counsel and shall provide the Platforms with an opportunity to move for a protective order regarding the production of the Platform Protected Materials implicated by the subpoena.

FILING PROTECTED MATERIAL

Absent written permission from the Platform or a court Order secured after appropriate notice to all interested persons, the Parties may not file or disclose in the public record any Platform Protected Material.

INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER

In the event of a disclosure of any Platform Protected Material pursuant to this Order to any person or persons not authorized to receive such disclosure under this Order, or in any circumstance not authorized under this Order, the party responsible for having made such disclosure, and each party with knowledge thereof, must immediately notify counsel for Platforms (a) in writing, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

Unauthorized or inadvertent disclosure does not change the status of Platform Protected Material or waive the right to hold the disclosed document or information as Protected.

FINAL DISPOSITION

Not later than ninety (90) days after Final Disposition of this case, each Party and the Class Action Administrator shall return all Discovery Material of a Producing Party to the respective outside counsel of the Producing Party or destroy such Material, at the option of the Platform. For purposes of this Order, “Final Disposition” occurs after an order, mandate, or dismissal finally terminating the above-captioned action with prejudice, including all appeals.

All parties that have received any such Discovery Material, as well as the Class Action Administrator, shall certify in writing that all such materials have been returned to counsel for Platforms or destroyed.

MISCELLANEOUS

Termination of Matter and Retention of Jurisdiction. The Parties agree that the terms of this Order shall survive and remain in effect after the Final Determination of the Actions. The Court shall retain jurisdiction after Final Determination of the matter to hear and resolve any disputes arising out of this Order.

Successors. This Order shall be binding upon Platforms and the Parties hereto, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

Discovery Rules Remain Unchanged. Nothing herein shall alter or change in any way the discovery provisions of the Alabama Rules of Civil Procedure, or the Court's own orders. Identification of any individual pursuant to this Order does not make that individual available for deposition or any other form of discovery outside of the restrictions and procedures of the Alabama Rules of Civil Procedure, or the Court's own orders.

Dated: 12-2-2025


BRIAN HAMILTON
CIRCUIT JUDGE

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DERNICK JOO
CIRCUIT CLERK
FRANKLIN COUNTY, ALABAMA

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order Regarding The Use And Disclosure Of Discovery Produced By Nonparty Platforms ("Order") in _____. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]