AlaFile E-Notice

33-CV-2025-900186.00

Judge: BRIAN P HAMILTON

To: BARNETT WESLEY WARRINGTON
wbarnett@davisnorris.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

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

The following matter was FILED on 11/10/2026 2:41:37 PM

Notice Date: 11/10/2026 2:41:37 PM

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

256-332-8861

ELECTRONICALLY FILED
11/10/2026 2:41 PM
33-CV-2025-900186.00
CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA
DERRICK SCOTT, CLERK

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	**Case No. 33-CV-2025-900186.00**
v.	)	
Playstudios US, LLC,	)	**Hearing Set November 10, 2026 2:00 PM Central Circuit Judge Brian Hamilton**
Defendants.	)	

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement pursuant to Rule 23(e) of the Alabama Rules of Civil Procedure. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiffs' motions for preliminary and final approval of the Settlement Agreement, and petition for attorney's fees and incentive payments together with all exhibits and attachments thereto. The Court held a Final Approval Hearing on November 10, 2026, at which the Court heard argument from counsel and gave opportunity for others to speak or object to the

Settlement. Based on all these materials and the statements at the Final Approval Hearing, the Court issues the following Order and Final Judgment:

1. Settlement Terms. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement. The Court also expressly incorporates the terms of the Settlement Agreement and makes it part of this order.

2. Jurisdiction. The Court has jurisdiction over the Parties, the subject matter of the dispute, and all Settlement Class Members.

3. Class Certification. No Party or Settlement Class Member has requested an evidentiary hearing under Ala. Code § 6-5-641(d). Still, the Court has conducted a rigorous analysis under Ala. Code § 6-5-641(e) and Rule 23, and it finds that Plaintiffs have proved "their entitlement to class certification under Ala.R.Civ.P.23." Ala. Code § 6-5-641(e). As part of that rigorous analysis, the Court makes the following findings of fact and conclusions of law that Plaintiffs have met their burden under Alabama Rule of Civil Procedure 23:

a. **Numerosity:** Plaintiffs have met the numerosity requirement under Rule 23(a)(1) for settlement purposes because the Settlement Class Members are estimated to well exceed two-hundred-thousand members.

b. **Commonality:** Plaintiffs have met the commonality requirement under Rule 23(a)(2) for settlement purposes. Plaintiffs and the Settlement Class allege that they entered into substantially similar transactions with Defendants to buy virtual coins, which allegedly violated the Covered States' laws. There are therefore common questions of law and fact that will apply to the disputes addressed in this case.

c. **Typicality:** Plaintiffs have met the typicality requirement under Rule 23(a)(3) for settlement purposes. Plaintiffs—like the Settlement Class—allege that they suffered injury by spending money on Defendants' Applications, which they claim are illegal gambling.

d. **Adequacy:** Plaintiffs have met the adequacy requirement under Rule 23(a)(4) for settlement purposes. First, the Court finds that Class Counsel is qualified, experienced, and able to conduct the litigation. Second, Plaintiffs do not have interests antagonistic to those of the Settlement Class. The Court has also considered the results of the settlement that Plaintiffs and Class Counsel have been able to achieve to benefit the Settlement Class.

e. **Ascertainability:** In the context of this settlement, the Court finds that the Settlement Class is ascertainable from Defendants' business records. *See Hall v. Env't Litig. Grp., P.C.*, 248 So. 3d 949, 963 (Ala. 2017).

f. **Predominance:** The Court also finds that, for settlement purposes, Plaintiffs have met their burden under Rule 23(b)(3) that common issues of law or fact predominate over individual questions. As noted above, Plaintiffs' and the Settlement Class's claims arose from spending money on Defendants' allegedly illegal Applications. The Court therefore finds that, in this settlement context, Plaintiffs' and the Settlement Class Members' claims predominate over individual claims, arise out of the same nucleus of common facts, and involve common questions of law.

g. **Manageability:** Because this case is being settled, the Court has not determined "whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem Products Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

h. **Superiority:** In the context of this settlement, given the likely costs and expenses associated with individual claims when weighed against the potential recoveries, and the potential waste of judicial resources, the Court finds that Plaintiffs have satisfied the superiority requirement of Rule 23(b)(3).

4. The Court therefore confirms its certification for settlement purposes of the following Settlement Class under Rule 23(b)(3) of the Alabama Rules of Civil Procedure: 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.[1]

5. Class Notice. The Class Notice provided for in the Preliminary Approval Order and given by or at the direction of the Settlement Administrator to the Class was the best practicable notice under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class

[1] 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.

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. The Class Notice and the means of disseminating the same, as prescribed by the Agreement and directed in the Amended Preliminary Approval Order, was appropriate and reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice. The Class Notice and the means of disseminating the same satisfied all applicable requirements of the Alabama Rules of Civil Procedure, federal and state constitutional due process, and any other applicable law.

6. Settlement Approval. In considering whether the settlement is fair, adequate, and reasonable, the Court has considered, among other things, the following factors: "(1) the likelihood of success at trial (including the likelihood of establishing liability . . .); (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; . . . (7) the financial ability of [Defendants] to withstand a greater judgment and the potential for a judgment or judgments in an amount or amounts likely to trigger the Due Process considerations . . . relating to punitive damages"; and (8) "whether proper notice

was given." *Adams v. Robertson*, 676 So. 2d 1265, 1273 (Ala. 1995). Based on the Court's careful consideration of the foregoing factors, and all other relevant facts and circumstances, the Court hereby grants final approval to the Settlement and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Court finds that the Settlement is within the authority of the Parties and the result of extensive, arm's-length negotiations. The Parties are directed to proceed with the Settlement procedures specified under the terms of the Settlement Agreement, including payment and prospective relief.

7. Exclusions from Settlement Class. Class Members were given a fair and reasonable opportunity to exclude themselves from the settlement. Only five individuals requested to be excluded from the Class and the Settlement. This Order is thus binding on all Class Members except as to any of the five exclusion requests that are determined by the Settlement Administrator to be valid under the Settlement and has res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Class Members with respect to the Released Claims.

8. Objections to the Settlement. Only one pro se objection was filed to the Settlement. The Court has fully reviewed all submissions by the sole objector as well as Plaintiffs' responses thereto. The Court gave opportunity to

the Objector to be heard at the final hearing. The objector's concern regarding virtual currency instead of her elected monetary payment is unfounded since all class members who filed approved elections pursuant to the settlement agreement will receive such election. Regarding the objector's raising the delay in posting of the fee petition, the petition was filed with the Court in the public record, the objector herself received a copy, and additionally the fee petition was ultimately posted and deadlines for objection were extended to provide sufficient time to review and file an objection (twenty days). Having reviewed all submissions and heard all arguments, the Court hereby overrules the sole objector.

9. No Admission. Neither this Final Judgment nor the fact or substance of the Settlement Agreement shall be considered a concession or admission by or against Defendants or any other related party, nor shall they be used against Defendants or any other released party as an admission, waiver, or indication with respect to any claim, defense, or assertion or denial of wrongdoing or legal liability.

10. Dismissal with Prejudice. Pursuant to the terms of the Settlement, the action (including all individual claims and class claims) is hereby dismissed with prejudice on the merits, without costs or attorney's fees to any Party except as provided under the terms of the Settlement Agreement, this Final Judgment,

and the Court's Order Granting Class Counsel's Motion for Award of Attorney's Fees and Issuance of Incentive Awards.

11. Releases. This Order incorporates the Releases set forth in the Settlement Agreement and makes them effective as of the Effective Date. All Settlement Class Members who have not properly sought exclusion from the Settlement Class are hereby permanently barred and enjoined 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, as set forth in the Settlement Agreement.

12. Attorneys' Fees and Expenses. The Court hereby Orders and Grants Class Counsel's Motion for Award of Attorneys' Fees and Issuance of Incentive Awards, and the Court awards $3,339,922.86 in attorneys' fees and expenses to Class Counsel.

13. Incentive Awards. The Court additionally Orders and Grants Class Counsel's Motion for Award of Attorneys' Fees and Issuance of Incentive Awards, and the Court awards $10,000 to each of the Class Representatives, Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney.

14. Continuing Jurisdiction. Without affecting the finality of the Final Judgment for purposes of appeal, the Court reserves and retains continuing and

exclusive 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. The Court further reserves and retains continuing and exclusive jurisdiction to resolve any issues raised by the Parties, any Settlement Class Members, or any person in privity with the Parties or Settlement Class Members, or any person who asserts claims through any Plaintiff or Settlement Class Member or asserts claims (or could assert claims) on behalf of any Plaintiff or Settlement Class Member, as to any matters relating to the administration, interpretation, implementation, contested challenge to a claim for benefits under the Settlement Agreement, construction, effectuation, enforcement, challenges to the enforceability or legality of the benefits provided to the class, and consummation of the Settlement and this Order, or the interpretation, validity, or effectiveness of any Release. The Parties and any Settlement Class Members must raise any objections or challenges to the Settlement—including the administration, interpretation, implementation, contested challenge to a claim for benefits, construction, effectuation, enforcement, challenges to its enforceability or legality, and consummation of the Settlement and this Order—in this Court, not any other jurisdiction (including but not limited to any state court, federal court, tribal court, foreign court, or arbitral body).

15. The proposed Settlement filed with this Court on June 30, 2026 is hereby approved. The clerk is directed to enter final judgment and close this case. This Litigation is hereby dismissed with prejudice on the merits against Class Representatives and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

DONE and ORDERED this 10th day of November, 2026.

Brian P. Hamilton
Circuit Judge

FILED
NOV 10 2026
DERRICK SCOTT
CIRCUIT CLERK
FRANKLIN COUNTY, ALABAMA