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 11/3/2026 2:02:16 PM

C001 WHITE HALEY

C002 ROBERTS DONOVAN

C003 MURNAGHAN HOPE

C004 ALLAHBEAUTIFUL PRINCE

C005 EBERSOLE CHRISTOPHER

C006 WHITNEY LUKE

PLAINTIFF'S MOTION AND BRIEF FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[Filer: HARGETT EVAN MICHAEL]

Notice Date: 11/3/2026 2:02:16 PM

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CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA
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STATE OF ALABAMA Revised 3/5/08
Unified Judicial System
33-FRANKLIN ☐ **District Court** ☑ **Circuit Court**

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HALEY WHITE ET AL V. PLAYSTUDIOS US, LLC.

CIVIL MOTION COVER SHEET

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

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.
EVAN MICHAEL HARGETT
P.O. BOX 669
RUSSELLVILLE, AL 35653
Attorney Bar No.: HAR411

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

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

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

☐ Local Court Costs $ 0

Motions Not Requiring Fee

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

Check here if you have filed or are filing contemoraneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐	Date: 11/3/2026 1:58:15 PM	Signature of Attorney or Party /s/ EVAN MICHAEL HARGETT

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

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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.	)	**Hearing Set November 10, 2026 1:30 PM Central**
Playstudios US, LLC,	)	**Circuit Judge Brian Hamilton**
Defendants.	)	

PLAINTIFFS' MOTION AND BRIEF FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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Rules

Alabama Rules of Civil Procedure Rule 23(e) 1

III. INTRODUCTION.

Pursuant to Rule 23(e) of the Alabama Rules of Civil Procedure, Plaintiffs Haley White, Donavan Roberts, Hope Murnaghan, Prince AllahBeautiful, Christopher Ebersole, and Luke Whitney hereby request that this Court grant final approval to the settlement reached in this Class Action. As addressed by prior submissions, this settlement is fair, reasonable, and adequate as to the plaintiffs and class, and is due to be approved. Settlement Administrator has submitted the attached declaration as Exhibit A which sets forth all of the tasks provided for in this Court's Amended Preliminary Approval Order.

IV. STANDARDS FOR FINAL COURT APPROVAL

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Ala. R. Civ. P. 23(e). Judicial policy favors voluntary settlement as the means of resolving class-action cases; however, the court has an independent duty to ensure that the settlement is fair, adequate, and reasonable. Austin v. Hopper, 28 F.Supp.2d 1231 (M.D. Ala. l998). Courts review a proposed class action settlement for fairness, reasonableness, and adequacy. Ala. R. Civ .P. 23(e); Perdue v. Green, 127 So. 3d 343, 356 (Ala. 2012). Factors that courts consider in deciding whether a class action settlement is fair, reasonable, and adequate include: (1) likelihood of success at trial; (2) range of possible recovery; (3) range of possible recovery at which settlement is fair, adequate, and reasonable; (4) the anticipated

complexity, expense, and duration of litigation; (5) opposition to settlement; and (6) stage of proceedings at which settlement was achieved. See Faught v. American Home Shield Corp., 668 F.3d 1233 (11th Cir. 2011). Othni Lathram and Anil A. Mujumdar, Alabama Civil Procedure § 5.83, pp. 5-160~61 (2015 ed.), point out that these and similar factors were adopted by the Alabama Supreme Court in Adams v. Robertson, 676 So. 2d 1265, 1273 (Ala. 1995); see 4 William B. Rubenstein, Newberg on Class Actions § 13:15, p. 322 (5th ed. 2014) (presenting a similar list of factors).

V. DETAILED EXAMINATION OF THE EIGHT ADAMS FACTORS

The American Bar Association Survey of State Class Action Law states that Alabama courts focus on the factors laid out in Adams:

> Pursuant to Rule 23(e), there can be no settlement of a class action without the trial court's approval, and the burden is on the proponents of the settlement to show that it is "fair, adequate, and reasonable." Adams v. Robertson, 676 So. 2d 1265, 1272–73 (Ala. 1995). In determining whether to approve a settlement, a trial court may consider the following factors: (1) the likelihood of success at trial; (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 the defendant(s) to withstand a greater judgment and the potential for a judgment or judgments in an amount or amounts likely to trigger due process considerations relating to punitive damages; and (8) whether proper notice was given. Id. at 1273; see also Perdue v. Green, 127 So. 3d 343, 356 (Ala. 2013).

American Bar Association Survey of State Class Action Law, Alabama § 6.c. As shown below, all of these factors support a finding of the reasonableness and fairness of the proposed settlement.

A. The Likelihood of Success at Trial

The probability of success at trial and the range of possible recovery are the most important factors in determining whether a settlement is reasonable. Campos v. I.N.S., 1999 WL 1044233 (S.D. Fla. 1999).[1] In weighing this factor, the trial court does not have "the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute." Cotton v. Hinton, 559 F. 2d 1326, 1330 (5th Cir. 1977). "The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, 'It has been held proper to take the bird in the hand instead of a prospective bird in the bush.'" Oppenlander v. Standard Oil Co., 64 F.R.D. 597, 624 (D. Colo. 1947). Many courts have applied this quote in the years since. Fontes v. Heritage Operating, L.P., No. 14CV1413, 2016 WL 1465158, *3 (S.D. Cal. April 14, 2016); Diakos v. HSS Sys., LLC, No. CV 14-61784-CIV, 2016 WL 3702698, *3 (S.D. Fla.

[1] "The most important of the factors to be considered in reviewing a settlement is the probability of success on the merits. The likelihood of success, in turn, provides a gauge from which the benefits of the settlement must be measured." In re Polyurethane Foam Antitrust Litig., No. 1:10 MD 2196, 2016 WL 320182, *6 (N.D. Ohio Jan. 27, 2016). "The 'most important factor relevant to the fairness of a class action settlement' is the first one listed: the strength of plaintiff's case on the merits balanced against the amount offered in the settlement." In re Capital One Tel. Consumer Prot. Act Litig., 80 F. Supp. 3d 781, 788 (N.D. Ill. 2015).

Feb. 5, 2016); Faught v. Am. Home Shield Corp., No. 2:07-CV-1928 -RDP, 2010 WL 10959223, *23 (N.D. Ala. April 27, 2010), aff'd, 668 F.3d 1233 (11th Cir. 2011). "A generally accepted principle is that unless the proposed settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." William B. Rubenstein, Newberg on Class Actions, Appendix VIII-D (4th ed.).

In evaluating the likelihood of success at trial, the Court should take into account the merits of the class members' claims, the defenses raised by the defendants, and the manageability of the trial, but "should not reach any ultimate conclusions with respect to issues of fact or law involved in the case." Knight v. Alabama, 469 F.Supp.2d 1016, 1033 (N.D. Ala. 2006). Instead, the Court should determine whether the risks faced by the parties and the difficulty of trial weigh in favor of approving the settlement. Id. Here, as shown below, the likelihood of success at trial for either party was undercut by the risk, difficulty, and expense of further litigation. The final outcome of continued litigation in this case was highly uncertain. Both sides faced the risk of loss at trial. In addition, defendants would likely challenge or appeal any verdict in favor of the plaintiff. Therefore, the fact that settlement prevents further litigation is a benefit that weighs in favor of approving the settlement. See Diaz v. Hilsborough County Hospital Authority, 2000

WL 1682918, *3 (M.D. Fla. 2000) (approving settlement where continued litigation posed risk of defendant's successful assertion of qualified immunity defense).

In contrast, the Settlement Agreement is a win for both parties, ending defendants' potential greater monetary liability, while also ensuring that the Settlement Class will all recover benefits from the settlement - rather than a diminished, or nonexistent, damage award that could have been subject to further uncertainties on appeal. Not only is every case outcome an uncertainty, but here there were a mixtures of courts and arbitrators that carries the potential of inconsistent rulings. "[V]ictory - even at the trial stage - is not a guarantee of ultimate success," given the risks and expense of appeal. In re Michael Miliken & Assoc., 150 F.R.D. 46, 53 (S.D. N.Y. 1993); In re Am. Int'l Grp., Inc. Sec. Litig., 916 F. Supp. 2d 454, 469 (S.D. N.Y. 2013) (same). The fact that settlement allows both parties to avoid the risk and expense of appeals litigation is a significant factor in support of settlement approval.

Courts have emphasized that, "[i]n class actions, the 'complexities of calculating damages increase geometrically.'" Chatelain v. Prudential-Bache Securities, Inc., 805 F.Supp. 209, 214 (S.D. N.Y. 1992); Cohn v. Nelson, 375 F. Supp. 2d 844, 858 (E.D. Mo. 2005). Further, the "risk of proving damages [can] not be eliminated until after a successful trial and exhaustion of all appeals." In Re General Instrument Securities Litigation, 209 F.Supp.2d 423, 430 (E.D. Pa. 2001).

Accordingly, courts routinely find that avoiding the difficulties of proving damages - particularly where the damages litigation will likely become "an expensive battle of the experts" - is a benefit to the parties that weighs in favor of approving a class settlement. Id; In re Warner Communications Securities Litigation, 618 F.Supp. 735, 744 (S.D. N.Y. 1985) (settlement approved where litigation of damages would be "battle of the experts where it was virtually impossible to predict with any certainty which testimony would be credited."); In re Rent-Way Sec. Litig., 305 F. Supp. 2d 491, 506 (W.D. Pa. 2003) (same).

This first factor, likelihood of success, is the major factor. In fact, this factor, by itself, fully supports the decision to approve this settlement. See Pinto v. Princess Cruise Lines, 2007 WL 853431, *4 (S.D. Fla. 2007) (approving settlement where plaintiff's case had merit but "the risk of going forward was substantial"). The Court should, therefore, grant final approval of this proposed settlement.

B. The Range of Possible Recovery

Settlements, by definition, are compromises which "need not satisfy every concern of [the] plaintiff class, but may fall anywhere within a broad range of upper and lower limits." Alliance to End Repression v. City of Chicago, 561 F. Supp. 537, 548 (N.D. Ill. 1982), quoted by Adams v. Robertson, 676 So. 2d 1265, 1291 (Ala. 1995). "In weighing the likelihood of success and the amount of potential recovery if the case continued against the amount offered in settlement, the court need only

determine that the settlement falls within the reasonable range of fairness to the class." 6A Federal Procedure, Lawyers Edition § 12:380 (database updated February 2022).

Courts have recognized that "[a] recoupment of at least a material portion of the class's damages fits well within the range of reasonableness" that will justify approval of a proposed class action settlement. Strougo v. Bassini, 258 F.Supp.2d 254 (S.D. N.Y. 2003). Class action settlements which provide the class with just 20% or less of its claimed damages are commonly found to be a reasonable rate of recovery that will justify the settlement of litigation. See City of Detroit v. Grinnell Corp., 356 F.Supp. 1380, 1386 (S.D. N.Y. 1972). See also In Re Medical X-Ray Film Antitrust Litigation, 1998 WL 661515 at *7 (E.D. N.Y. 2000) (settlement representing a 17% rate of recovery on claimed damages for the class was excellent result); In re Crazy Eddie Sec. Litig., 824 F.Supp. 320, 326 (E.D. N.Y. 1993) (settlement representing 10% of claimed damages was favorable outcome); In re General Instr. Sec. Litig., 209 F.Supp.2d 423, 431, 434 (E.D. Pa. 2001) (approving cash settlement representing 11% of the plaintiffs' estimated damages); Cullen v. Whitman Medical Corp., 197 F.R.D. 136, 147 (E.D. Pa. 2000) (same); and In re Corel Corp., Inc. Sec. Litig., 293 F.Supp.2d 484, 489-90, 498 (E.D. Pa. 2003) (settlement fund that comprised about 15% of damages found to be reasonable). As the District Court for the District of Columbia explained:

> the settlement represents closer to 13% of plaintiffs' best possible recovery. But 13% is hardly a damning figure. Settlements representing a similar percentage of best case recovery have been approved. See, e.g., In re Fed. Nat'l Mortg. Ass'n Sec., Derivative, & "ERISA" Litig., 4 F.Supp.3d 94, 103 (D. D.C. 2013) ("4–8%"); Trombley, 826 F.Supp.2d at 198 ("approximately 12% to 30%"); In re Baan Co. Sec. Litig., 284 F.Supp.2d 62, 65 (D. D.C. 2003) ("over 16%").

In re APA Assessment Fee Litig., 311 F.R.D. 8, 19 (D. D.C. 2015).

The ultimate amount of damages that might have been awarded had this matter gone on to a final conclusion would have likely been subject of competing expert analyses. This would have turned the damages phase of the matter into a "battle of the experts where it was virtually impossible to predict with any certainty which testimony would be credited." In Re Warner Communications, 618 F.Supp. 735, 744 (S.D. N.Y. 1985). The fact that the Settlement Agreement provides a rate of recovery that is far greater than average for class settlements - without the cost of such a battle - is a compelling reason to approve this settlement. In evaluating the adequacy of the rate of recovery for the class, the Court compares the amount of the total settlement to the amount that the class as a whole would likely have recovered at trial. Knight, 469 F.Supp.2d at 1033. Thus, the Court should evaluate the recovery rate in this case based upon the total amount of the Settlement Fund, compared with the possible overall damages that might have been awarded at trial. Allapatah Services, Inc. v. Exxon Corporation, 2006 WL 1132371 at *11 (S.D. Fla. 2006) (total settlement amount in common fund found to be reasonable recovery for class).

Courts throughout the country have determined that substantially similar, if not identical, settlements were fair, reasonable, and adequate. See, e.g., Sornberger v. Sciplay, No. CV-2025-900003.00 (Cir. Ct. Franklin Co., Alabama Nov. 26, 2025); Reed v. Scientific Games, No. 2:18-cv-00565-RSL (W.D. Wash. 2022) (Doc. 164-1, Class Action Settlement Agreement); Benson v. DoubleDown Interactive, LLC, 2023 WL 3761929 (W.D. Wash. 2023); Wilson v. Playtika, Ltd., 2021 WL 512230 (W.D. Wash. 2021); Kater v. Churchill Downs, Inc., 2021 WL 511203 (W.D. Wash. 2021); Fernando v. Zynga, Inc., 2022 WL 17741841 (W.D. Wash. 2022); Wilson v. Huuuge, Inc., 2021 WL 512229 (W.D. Wash. 2021); Kingston vs. SpinX Games Ltd., Case No. 24-CI-00062, in the Kentucky Circuit Court for Henderson County; Armstead v. VGW Malta Ltd, Case No. 2022-CI-00553, in the Kentucky Circuit Court for Henderson County Circuit Court; Wyland v. Woopla Inc., Case No. 2023-CI-00356, in the Kentucky Circuit Court for Henderson County.

C. The Point on or below the Range of Possible Recovery at Which the Settlement Is Fair, Adequate, and Reasonable

This factor substantially overlaps with factor # 2, above. The adequacy of the amount offered in settlement is judged "not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs' case." In re "Agent Orange" Prod. Liab. Litig., 597 F. Supp. 740, 762 (E.D. N.Y. 1984), aff'd, 818 F.2d 145 (2d Cir. 1987); Hart v. RCI Hosp. Holdings, Inc., No. 09 CIV. 3043 PAE, 2015 WL 5577713 at *11 (S.D. N.Y. Sept. 22, 2015)

(same); Woodward v. NOR-AM Chem. Co., No. CIV. 94-0780-CB-C, 1996 WL 1063670 at *17 (S.D. Ala. May 23, 1996) (Butler, J.) (same); Denver Area Meat Cutters & Employers Pension Plan v. Clayton, 209 S.W.3d 584, 591 (Tenn. Ct. App. 2006) (same). "[T]he Court is not to compare the terms of the Settlement with a hypothetical or speculative measure of a recovery that might be achieved by prosecution of the litigation to a successful conclusion." In re Veeco Instruments, Inc. Sec. Litig., No. 05 MDL 01695, 2007 U.S. Dist. LEXIS 85629 at *33 (S.D. N.Y. Nov. 7, 2007); Karic v. Major Auto. Companies, Inc., No. 09 CV 5708 (CLP), 2016 WL 1745037 at *6 (E.D. N.Y. April 27, 2016) (same). Rather, a court need only determine whether the settlement falls within a "range of reasonableness" - i.e., a range which "recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion." Newman v. Stein, 464 F.2d 689, 693 (2d Cir. 1972), repeated at Wal-Mart Stores, Inc. v. Visa U.S.A., Inc., 396 F.3d 96, 116 (2d Cir. 2005). See also In re Global Crossing Sec. and ERISA Litig., 225 F.R.D. 436, 461 (S.D. N.Y. 2004) (noting that "the certainty of [a] settlement amount has to be judged in [the] context of the legal and practical obstacles to obtaining a large recovery"); In re Indep. Energy Holdings PLC Sec. Litig., No. 00-6689, 2003 U.S. Dist. LEXIS 17090 at *12-13 (S.D. N.Y. Sept. 29, 2003) (noting few cases tried before a jury result in the full amount of claimed damages being awarded). As noted above, courts, including

this Court, have already determined that substantially similar settlements providing for the same percentage of recovery were well within the range of reasonable recoveries. This factor, too, supports approval of the settlement.

D. The Complexity, Expense, and Duration of the Litigation

This case has involved complex, unique issues, dealing with the law of multiple jurisdictions and forums, and involving ancient concepts and statutes. This Court is already well-aware of the complexities as it has overseen more than a few substantially similar matters. The complexity is also discussed in Class Counsel's Fee Application and Application for Incentive Awards to Plaintiffs. This litigation has required the testimony, analysis, and/or assistance of multiple expert witnesses; extensive briefing before multiple courts and arbitration tribunals, and the production of thousands of pages of data from third-party platforms. Proceeding to a contested class certification and trial in this case would have incurred significantly more costs, time, and resources, with no certain outcome for either party. In view of this, the Settlement Agreement is a fair and reasonable alternative to continued litigation. The Class urges final approval of the proposed settlement.

Complex litigation - like the instant case - can occupy a forum's docket or administration for years, depleting the resources of the parties. Cotton v. Hinton, 559 F. 2d 1326, 1331 (5th Cir. 1977). For this reason, "public policy strongly favors the pretrial settlement of class action lawsuits." In re Oil and Gas Litigation, 967 F.2d

489, 493 (11th Cir. 1992), quoted in In re HealthSouth Corp. Sec. Litig., 572 F.3d 854, 862 (11th Cir. 2009), and Adams v. Robertson, 676 So. 2d 1265, 1292 (Ala. 1995); Braynen v. Nationstar Mortgage, LLC, No. 14-CV-20726, 2015 WL 6872519 at *6 (S.D. Fla. Nov. 9, 2015). This settlement is the result of litigation involving both court and arbitration in six states over a period of years. The length of time necessary to reach a final result would have occupied more years of tribunal resources and vast amounts of additional attorney time and case expenses. As a prominent commentator has written:

> One of the factors most courts consider is whether the settlement will save significant time and money because of the complexity and expense of continued litigation. Class action litigation is inherently complex, and complexity makes litigation especially costly in terms of both time and money. Thus, while the judicial system always favors settlement, it especially welcomes settlement in complex cases such as class suits, and even more so, the more complex the class action. Legal complexity, factual complexity, even complexity in one portion of the case (such as determining damages), all weigh in favor of settlement. This is true even if the plaintiffs have a strong case and good chance of winning at trial.

4 William B. Rubenstein, Newberg on Class Actions § 13:52, pp. 475-76 (5th ed. 2014) (electronic database updated 2022).

There can be no doubt that the defendants would have challenged and/or appealed any decision in favor of Plaintiffs. This settlement will spare class members, the defendants, and the Courts and arbitral forums in which these cases would proceed the delay and expense of continued litigation. Even if the Class could

recover a larger judgment after a trial, the additional delay through trial, post-trial motions, and the appellate process could deny the Class any recovery for years to come, further reducing its value. See In re Sony SXRD Rear Projection Television Class Action Litig., No. 06-5173, 2008 U.S. Dist. LEXIS 36093 at *16 (S.D. N.Y. May 1, 2008); Strougo v. Bassini, 258 F. Supp. 2d 254, 261 (S.D. N.Y. 2003) ("even if a shareholder or class member was willing to assume all the risks of pursuing the actions through further litigation ..., the passage of time would introduce yet more risks ... and would, in light of the time value of money, make future recoveries less valuable than this current recovery"); Hicks v. Morgan Stanley & Co., No. 01-10071, 2005 U.S Dist. LEXIS 24890, at *16 (S.D. N.Y. Oct. 19, 2005) ("Further litigation would necessarily involve further costs [and] justice may be best served with a fair settlement today as opposed to an uncertain future settlement or trial of the action"). The proposed settlement eliminates those complexities and expenses, and the probable additional years of continued appellate litigation.

E. The Substance and Amount of Opposition to the Settlement

The reaction of the class to the settlement is a significant factor in assessing its fairness and adequacy, and "'the absence of objectants may itself be taken as evidencing the fairness of a settlement.'" In re PaineWebber Ltd. P'ships Litig., 171 F.R.D. 104, 126 (S.D. N.Y.), aff'd, 117 F.3d 721 (2d Cir. 1997); Kiefer v. Moran Foods, LLC, No. 12-CV-756 WGY, 2014 WL 3882504 at *5 (D. Conn. Aug. 5,

2014) (same); In re High Pressure Laminate Antitrust Litig., No. M2005-01747-COA-R3CV, 2006 WL 3681147 at *5 (Tenn. Ct. App. Dec. 13, 2006) (same); In re Luxottica Grp. S.p.A. Sec. Litig., 233 F.R.D. 306, 311-12 (E.D. N.Y. 2006) (same). One court noted that the reaction of the class to a settlement "is considered perhaps 'the most significant factor to be weighed in considering its adequacy.'" In re Veeco Instruments, Inc. Sec. Litig., No. 05 MDL 01695, 2007 U.S. Dist. LEXIS 85629, at *21-22 (S.D. N.Y. Nov. 7, 2007) (quoting Maley v. Del Global Techs. Corp., 186 F. Supp. 2d 358, 362 (S.D. N.Y. 2002)).

Here, as of the date of this filing, only one pro se objector has filed an objection. Having only one single objection to date weighs heavily in favor of approving the proposed settlement. The Settlement Administrator identified 203,459 class members. (Ex. A, ¶5). The deadline for opt-outs expired on October 21, 2026, and the deadline for objections was extended to November 9, 2026. As for opt-outs, Settlement Administrator EisnerAmper received only five requests. (Ex. A¶23).

As courts have repeatedly explained, a positive reaction (or lack of a negative reaction) from a class further supports settlement approval. See Hanlon v. Chrysler Corp., 150 F.3d 1011, 1027 (9th Cir. 1998) ("the fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness."); In re Prudential Ins. Co. of Am. Sales Practices Litig., 962 F. Supp. 450, 537-38 (D. N.J. 1997), aff'd, 148 F.3d 283

(3d Cir. 1998) (although a numerical assessment is not dispositive, lack of significant negative feedback from the class supports approval of the settlement). As the Eastern District of Michigan found:

> "A certain number of....objections are to be expected in a class action." In re Cardizem, 218 F.R.D. at 527. "Although the Court should consider objections to the settlement, the existence of objections does not mean that the settlement is unfair." In re Telectronics, 137 F.Supp.2d at 1018. "If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement." In re Cardizem, 218 F.R.D. at 527.

New York State Teachers' Retirement System v. General Motors Company, 315 F.R.D. 226 (E.D. Mich. May 19, 2016). Newberg on Class Actions concurs:

> One of the factors most courts consider is the reaction of the absent class members, specifically the quality and quantity of any objections and the quantity of class members who opt out.
>
> In some sense, the class's reaction should be the central factor courts look to, as the judicial function at settlement is precisely to safeguard the absent class members' interest. It would seem that there would be no better indicator of those interests than the feedback the court gets from class members themselves....
>
> Regarding objectors, the court will take note of both the nature and merits of objections and the proportion of class members who object. The substance of objections will be evaluated on their merits. Evaluating the quantity of objectors is a little trickier. Courts have often held that if only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.... [O]n average about 1% of the class objects....
>
> If the class contains particularly significant class members - e.g., institutional investors with large stakes in securities cases - who do not object, those class members' acquiescence may be more meaningful.

4 William B. Rubenstein, Newberg on Class Actions § 13:54, pp. 479-83 (5th ed. 2014) (electronic database updated 2022) (emphasis added).

Again, this settlement resulted in only one single objection to date and very few opt-outs, which supports that this settlement is fair, reasonable, and adequate, and the Court should approve the settlement.

F. The Stage of Proceedings at Which the Settlement Was Achieved

This factor weighs just as heavily as all the others in support of approving the proposed settlement. This factor is designed to "assure the Court that counsel for the plaintiffs have weighed their position based on a full consideration of the possibilities facing them." In re Global Crossing Sec. and ERISA Litig., 225 F.R.D. 436, 458 (S.D. N.Y. 2004); Precision Associates, Inc. v. Panalpina World Transp. (Holding) Ltd., No. 08-CV-42 JG VVP, 2013 WL 4525323, *8 (E.D. N.Y. Aug. 27, 2013) (same).

The broader litigation covered six states in either arbitration or court. The parties were preparing to go to final hearing in one of the Arbitration proceedings. Numerous issues had been briefed and argued in multiple other matters. Each parties' attorneys were and are well-versed in all the complex intricacies of the matter. In order to reach a fair settlement, the "parties must have an adequate appreciation of the merits of the case before negotiating." In re Prudential Insurance Company, 148 F.3d 283, 319 (3d Cir. 1998); Gevaerts v. TD Bank, No. 1:14-CV-

20744-RLR, 2015 WL 6751061 at *7 (S.D. Fla. Nov. 5, 2015). When the case is ready for trial, this "ordinarily assures sufficient development of the facts to permit a reasonable judgment of the possible merits of the case." Knight v. Alabama, 469 F.Supp.2d 1016, 1033 (N.D. Ala. 2006). A leading commentator on class actions stated:

> One of the factors most courts consider is how much formal discovery the parties have undertaken prior to settlement. This inquiry is undertaken for two reasons. First, if extensive discovery has been done, a court may assume that the parties have a good understanding of the strengths and weaknesses of their respective cases and hence that the settlement's value is based upon such adequate information. Second, full discovery demonstrates that the parties have litigated the case in an adversarial manner and is, therefore, an indirect indicator that a settlement is not collusive but arms-length. In short, the more formal discovery that occurred prior to settlement, the more likely the court is to find the settlement is substantively adequate and procedurally fair.

4 William B. Rubenstein, Newberg on Class Actions § 13:50, p. 467 (5th ed. 2014) (electronic database updated June 2016)

If a Court finds that a proposed settlement is free from collusion, then "[a] proposed class action settlement enjoys a strong presumption that it is fair, reasonable, and adequate…." Teachers' Ret. Sys. v. A.C.L.N., Ltd., No. 01-11814, 2004 U.S. Dist. LEXIS 8608 at *5 (S.D. N.Y. May 14, 2004). See also Wal-Mart Stores, Inc. v. Visa U.S.A., Inc., 396 F.3d 96, 116 (2d Cir. 2005) (a class action settlement is entitled to a presumption of fairness, adequacy and reasonableness when there were "arm's length negotiations between experienced, capable counsel

after meaningful discovery."). It is well settled that such "negotiated result of an adversarial proceeding is an indication of its fairness." Domingue v. Sun Elec. & Instrumentation, No. 09-682, 2010 WL 1688793 at *1 (M.D. La. Apr. 26, 2010); see also In re Train Derailment Near Amite La., No.1531, 2006 WL 1561470 at *19 (E.D. La. May 24, 2006) ("The fact that a class action settlement is reached after arms' length negotiations by experienced counsel generally gives rise to a presumption that the settlement is fair, reasonable, and adequate…."); In re Mills Corp. Sec. Litig., 265 F.R.D. 246, 255 (E.D. Va. 2009) ("Negotiations were sufficiently thorough, contentious, and at arm's length to ensure the propriety of Class Counsel's decision to enter into the settlement and the proceedings leading thereto"). Here, as in the cases cited, negotiations were conducted at arms length, with the assistance of a mediator, and proved contentious over an extended period before reaching the settlement. Further, there were no negotiations that created a conflict between the Class and the payment of attorneys' fees because, here, fees will be paid out of the settlement, not by the defendants.

There has been no fraud or collusion between the parties. In approving a settlement agreement, the Court must first examine whether the agreement has resulted from fraud or collusion; i.e., "whether the settlement was achieved in good faith after arms-length negotiations." Knight v. Alabama, 469 F.Supp.2d 1016, 1033 (N.D. Ala. 2006). This requirement is easily met here, where the settlement

agreement resulted from arms-length negotiations after multiple formal and informal mediation processes. This factor weighs heavily in favor of the final approval of the proposed settlement.

G. The Financial Ability of the Defendant(s) to Withstand a Greater Judgment

The Class asserts that this is a non-factor or an irrelevant factor. While the defendants are likely financially able to fight this case or any case to ultimate conclusion vigorously, the fact that this settlement results in such a high recovery, squarely within substantially similar settlements throughout the country means that the defendant's financial situation is frankly irrelevant. See, e.g., D'Amato v. Deutsche Bank, 236 F.3d 78, 86 (2d Cir. 2001). "[T]he fact that a defendant is able to pay more than it offers in settlement does not, standing alone, indicate that the settlement is unreasonable or inadequate." In re PaineWebber Ltd. P'ships Litig., 171 F.R.D. 104, 129 (S.D. N.Y.), aff'd, 117 F.3d 721 (2d Cir. 1997). "[A] defendant is not required to 'empty its coffers' before a settlement can be found adequate." In re Sony SXRD Rear Projection Television Class Action Litig., No. 06-5173, 2008 U.S. Dist. LEXIS 36093, at *23 (S.D. N.Y. May 1, 2008); Fleisher v. Phoenix Life Ins. Co., No. 11-CV-8405 (CM), 2015 WL 10847814, *9 (S.D. N.Y. Sept. 9, 2015) (same). "Where, as here, the other ... factors weigh in favor of approval, this factor alone does not suggest the settlement is unfair." In re Sony at *23-24.

H. Whether Proper Notice Was Given

Pursuant to the Preliminary Approval Order, notice was sent by Settlement Administrator on September 21, 2026, again on October 14, 2026, and an additional notice of the extension to the deadline for objections was sent beginning October 21, 2026. (Exhibit A, Declaration of Blake Ross for Settlement Administrator). Additionally, Amazon, who, at its request, the parties agreed would send notice to its customers itself, sent notice to all of its users who are possibly in the class on or about September 21, 2026 and again on or about October 14, 2026. The deadline for elections and opt-outs was October 21, 2026. The deadline for objections was extended to November 9, 2026. Class Counsel's Application for Attorneys' Fees and Incentive Awards was filed on October 7, 2026[2] in accordance with the Amended Preliminary Approval Order. The Settlement Administrator additionally implemented all notice procedures including digital advertising during the required period. (Exhibit A, Declaration of Blake Ross for Settlement Administrator). All notice procedures were approved by this Court and found to comport with due process. Nothing has changed in this regard, and the Class urges the Court to give final approval to the notice processes utilized in this case. The Class contends that the notice regime in this case has met, and actually greatly exceeded, the requirements of due process.

[2] The fee petition was mistakenly not posted to the settlement website. Once Settlement Administrator discovered it was missing, it was immediately posted to the website on October 20, 2026.

Ala. R. Civ. P. 23(c)(2) requires notice "that (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel." The notices in this case included all these requirements. Federal due process requires that notice of a class action settlement "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings." Weinberger v. Kendrick, 698 F.2d 61, 70 (2d Cir. 1983). "It is widely recognized that for the due process standard to be met it is not necessary that every class member receive actual notice, so long as class counsel acted reasonably in selecting means likely to inform persons affected." In re Prudential Sec. Inc. Ltd. P'Ships Litig., 164 F.R.D. 362, 368 (S.D. N.Y.), aff'd, 107 F.3d 3 (2d Cir. 1996); Lopez v. Hayes Robertson Grp., Inc., 2015 WL 5726940, *7 (S.D. Fla. Sept. 29, 2015) (same); Juris v. Inamed Corp., 685 F.3d 1294, 1321 (11th Cir. 2012) ("due process does not require that class members actually receive notice"). Here, the form and method of notice to the class members satisfy the requirements of both Rule 23 and due process.

The claims administrator, EisnerAmper, administered the settlement notice process. (See Exhibit A, the declaration of Settlement Administrator). As this Court

approved in its Amended Preliminary Approval Order on August 27, 2026, settlement notice herein utilized the emailing of notice, and where available or necessary the mailing of notice to the best addresses available for all known potential class members. Settlement Administrator additionally created and maintained a settlement class website with all relevant documents and the ability to file elections through the website. The Manual for Complex Litigation, Fourth, § 21.311, p. 288 (Federal Judicial Center 2004) notes that, "referring class members to an Internet site for further information can provide complete access to a wide range of information about a class settlement. Many courts include the Internet as a component of class certification and class settlement notice programs." See Stoffels ex rel. SBC Tel. Concession Plan v. SBC Commc'ns, Inc., 254 F.R.D. 294, 299 (W.D. Tex. 2008) (same).

VI. OBJECTION

As of the date of this filing, counsel is aware of one single pro se objector, Amy Moore-Ramirez. Ms. Moore-Ramirez mailed an objection on October 3, 2026, a supplemental objection on October 13, 2026, and emailed a notice of belated website publication on October 21, 2026. Ms. Moore-Ramirez's documents complain about the structure of the settlement because of her stated addiction to the game. As an initial matter to responding to the sole objector, this matter has never been about addiction, and the complaint does not make any claims about addiction.

If Ms. Moore-Ramirez is concerned about her addiction and potential claims involving addiction, she was free to opt-out of this settlement and pursue such claims. Other lawsuits claiming addiction have been filed in the United States, but this is not one. Ms. Moore-Ramirez next complains about the cap of monetary payments in the settlement. Since the election deadline has passed, and the cap of monetary payments was not exceeded, any concerns about the proportional reduction of monetary benefits as a result of a cap are unfounded.

In her supplemental objection, Ms. Moore-Ramirez complains that the Fee Petition was not posted to the Settlement Website.[3] Though the petition was filed on October 7, 2026 in accordance with the Amended Preliminary Approval Order, due to an error it was not posted on the Settlement Website on that date. On October 20, 2026, as soon as Settlement Administrator discovered the error, the petition was posted. Although the objector complained the petition was not posted, Ms. Moore-Ramirez quotes from the petition in her October 13, 2026 supplement, so she did see it before the original deadline. The Court extended the deadline for objections to November 9, 2026 so that all class members have access to the petition on the

[3] Ms. Moore-Ramirez also pointed out two typos in the fee petition. First, she pointed out a reference to the figure $105,000 on page 48. That is indeed a typo from using a prior draft. Each Class Representative is seeking $10,000 incentive award for a total of $60,000 as correctly stated on page 1 and 51. Secondly, she points out the percentage 0.001 percent. Again, this is a similar typo in the document from a prior draft. Each incentive being sought is approximately 0.1 percent, and well below the average service award in the study referenced on page 48-49 of the petition.

website for more than two weeks prior to the objection deadline. The delay in notice has therefore been cured.

Regarding the fee petition request, Class Counsel addressed the law and adequacy of the requested fee in the filed petition. The Court is in the best position having directly witnessed much if not most of the litigation that has occurred in this matter. The Court has directly witnessed the time and complexity of these matters including a substantially similar settlement that the Court has already finally approved.

VII. CONCLUSION

WHEREFORE, Plaintiffs and the Plaintiff Class respectfully request that the Court finally approve: (i) the fairness of the proposed settlement to all class members; (ii) the due process fairness of the forms of notice and methods of transmitting the notices; and (iv) the proposed choice of EisnerAmper as Settlement Administrator.

Note that defendants and defendants' counsel disclaim: (a) any duty or obligation to the Plaintiffs or the Plaintiff Class, including any duty or obligation to act as proponents of whether the settlement is fair, reasonable, or adequate to and in the best interests of Plaintiffs and the Plaintiff Class; or (b) any duty to review, supplement, clarify, or correct any submissions, presentations, or statements to the Court by Plaintiffs or Class Counsel relating to whether the settlement is fair,

reasonable, or adequate to and in the best interests of Plaintiffs and the Plaintiff Class. Defendants, nevertheless, do not object to this motion.

Class counsel conclude and assert that the proposed settlement is fair, reasonable, adequate, and in the best interest of the Class. See In re PaineWebber Ltd. P'ships Litig., 171 F.R.D. 104, 125 (S.D. N.Y.), aff'd, 117 F.3d 721 (2d Cir. 1997) ("great weight is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation.") (internal citation and quotations omitted); Chatelain v. Prudential-Bache Sec., Inc., 805 F. Supp. 209, 212 (S.D. N.Y. 1992) ("[a] substantial factor in determining the fairness of the settlement is the opinion of counsel involved in the settlement."). A close examination of the pertinent eight Adams factors supports the final approval of the present settlement.

The court may rely on the opinions of class counsel about the agreement's fairness and adequacy. Cotton v. Hinton, 559 F.2d 1326, 1330 (5th Cir. 1977). "Courts often accord great weight to the opinions of counsel for the class in approving class action settlements." Holmes v. Cont'l Can Co., 706 F.2d 1144, 1149 (11th Cir. 1983). "The judgment of class counsel is also important in addressing the fairness, adequacy, and reasonableness of a consent decree." Shuford v. Alabama State Bd. of Educ., 897 F. Supp. 1535, 1549 (M.D. Ala. 1995) (Thompson, J.). "In deciding whether to approve a settlement or not, the court also may take into account class counsel's recommendation regarding the proposed settlement." 7B Charles

Alan Wright, Arthur R. Miller, Mary Kay Kane, Richard L. Marcus, A. Benjamin Spencer, and Adam N. Steinman, Federal Practice & Procedure § 1797.1 (3d ed.) (April 2016 update). "In assessing a settlement of a class action, the courts will consider the opinion of a competent counsel as to the propriety of the settlement." 32B Am. Jur. 2d Federal Courts § 1872 (database updated July 2016). Class counsel fully supports the settlement reached herein. The Court should grant final approval to the settlement.

Respectfully submitted this 3rd day of November, 2026,

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CERTIFICATE OF SERVICE

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

/s/ Jeffrey L. Bowling
Of Counsel

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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 Allah Beautiful, Christopher Ebersole, and Luke Whitney, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

Playstudios US, LLC,

Defendant.

Case No. 33-CV-2025-900186.00

DECLARATION OF BLAKE ROSS REGARDING THE STATUS OF NOTICE AND SETTLEMENT ADMINISTRATION

I, Blake Ross, hereby declare and state as follows:

INTRODUCTION

1. I am an Associate Director for the Court-appointed Settlement Administrator[1], Eisner Advisory Group, LLC ("EisnerAmper" or "EAG")[2], a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. I am personally familiar with the facts set forth in this Declaration.

[1] All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

[2] "EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group, LLC provide professional services. EisnerAmper LLP is a licensed CPA firm. Eisner Advisory Group, LLC and its subsidiaries are not licensed CPA firms.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and the information provided by other experienced employees working under my supervision.

BACKGROUND

3. On June 30, 2026, the Court entered an order preliminarily approving the Settlement Agreement and the appointment of EAG as the Settlement Administrator. On August 27, 2026, the Court entered an Amended Preliminary Approval Order resetting the settlement deadlines. After the Court's preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Plan.

4. I submit this Declaration to evidence EAG's compliance with the terms of the Settlement Agreement, Preliminary Approval Order, and Amended Preliminary Approval Order, and detail EAG's execution of its role as the Settlement Administrator.

CLASS NOTICE PROGRAM EXECUTION

5. ***Class List.*** On July 27, 2026, EAG received one (1) file from Defendant's Counsel containing Player ID, Spending Amount, and to the extent available, the names and email addresses for each Settlement Class Member. On August 14, 2026 and August 19, 2026, Defendant provided updated files. EAG used the August 19, 2026 file as the final Class List data. The file contained 228,889 records associated with 203,459 unique Settlement Class Members.

6. ***Notice Database.*** EAG maintains a database of 252,981 records which was used to effectuate the notice campaign as outlined within the Settlement Agreement. EAG compiled this database as follows: EAG received Settlement Class contact information from two Platform Providers in response to subpoenas issued by Class Counsel. On June 30, 2026, Apple provided six (6) files, one for each state, containing 85,805 records. On July 28, 2026, Google provided one (1) file containing 77,617 records. To create the Notice List, EAG consolidated the Class List and the Platform Provider files and deduplicated the data based on email address. EAG then

incorporated records from the Class List for which an email address did not exist in the Platform Provider files or for which only a mailing address was available. After consolidation and deduplication, EAG determined that a total of 252,981 records were available to attempt Notice (the "Notice List"). Amazon separately identified 8,684 email addresses of potential Settlement Class Members and sent notice to them directly, which brings the total records receiving direct notice, including the Amazon records, to 261,665.

7. ***Email Notice.*** Before sending the Email Notice, EAG performed an email hygiene and verification process on the 252,551 email addresses included in the Notice List. The hygiene and verification process was designed to protect the integrity of the email campaign and maximize deliverability, and included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Ultimately, 247,558 email addresses passed the hygiene and verification process. Beginning on September 21, 2026, EAG commenced sending the Email Notice to the 247,558 email addresses on the Notice List that passed the hygiene verification process. The Email Notice was successfully delivered to 229,246 email addresses. A true and correct copy of the Email Notice sent is attached hereto as **Exhibit A**.

8. ***Mail Notice.*** EAG coordinated and caused the Mailing Notice to be mailed via First-Class Mail to individuals with a mailing address and for whom an email was not available or was identified as undeliverable through the hygiene and verification process, as well as to individuals whose Email Notice was not successfully delivered and for whom a mailing address was available in the Platform Provider records. The Mailing Notice included the web address to the case website for access to additional information, a description of the rights and options as a Settlement Class Member, and the dates by which to act on those options. A true and correct copy of the Mailing Notice is attached hereto as **Exhibit B.**

9. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding

Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 23,735 records without a deliverable email address, 7,595 records also had a mailing address that passed the validation procedures outlined above.

10. ***Mail Notice Delivery.*** In the mailing campaign, EAG executed Notice mailings to 7,595 records that passed address validation. Ultimately, 6,936 Notices were successfully delivered, and 659 Notices were returned.

11. ***Digital Publication Notice.*** Beginning on September 21, 2026 and continuing through October 21, 2026, EAG coordinated digital notice across the Google Display Network, Facebook and Instagram. EAG targeted:

- Individuals in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and New Jersey who are current or past users or downloaders of myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, or myVEGAS Bingo.

In total, 1,091,952 impressions were delivered between September 21, 2026 and October 21, 2026.

12. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box for the Settlement Program:

Playstudios Settlement Administrator
P.O. Box 1548
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Class Members to submit exclusion requests, Election Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Election Form, and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

13. ***Settlement Website.*** On September 21, 2026, EAG published the Settlement

Website, www.GamingAppSettlement.com. Visitors to the Settlement Website can download the Notices, the Election Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Plaintiffs' motions, Orders of the Court, and other relevant documents. A true and correct copy of the Website Notice is attached hereto as **Exhibit C**, with a copy of the Election Form as **Exhibit D**. Visitors to the Settlement Website are also able to submit elections electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of November 3, 2026, the Settlement Website received 71,070 unique visitors.

14. ***Toll-Free Number.*** EAG established a dedicated toll-free telephone number, 1-844-586-2442 (the "Toll-Free Number"), which is available twenty-four hours a day, seven days a week. Class Members can call and interact with an interactive voice response system ("IVR") that provides important settlement information and offers the option to leave a voice message to address specific requests or issues and receive a call back from the Settlement Administrator. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website, and will remain active through the close of this Settlement Program.

15. ***Email Support.*** EAG established an Email address, info@GamingAppSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

16. ***Election Notice.*** In addition to the notice procedures outlined above, on October 14, 2026, EAG sent a reminder email notice to 223,132 email addresses whose initial Email Notice was delivered and who had not filed an election. EAG is also aware that Amazon successfully delivered a reminder notice on October 14, 2026, to the same 8,684 email addresses that received Amazon's initial notice on September 21, 2026. A true and correct copy of the Election Notice is attached as **Exhibit E**.

17. ***Fee Application.*** Class Counsel filed the Motion for an Award of Attorneys' Fees and Incentive Awards on October 7, 2026. EAG posted the motion to the Settlement Website on October 20, 2026, and it will have been available there for 20 days as of the extended

objection deadline.

18. ***Notice of Extended Objection Deadline.*** On October 21, 2026, following the Court's Order extending the deadline to object to the Settlement to November 9, 2026, EAG sent an email notice of the extended deadline to 252,551 email addresses on the Notice List and posted the Court's Order and the revised deadline on the Settlement Website. A true and correct copy of that notice is attached as **Exhibit F**.

19. ***Supplemental Digital Notice.*** Beginning on October 23, 2026 and continuing through November 9, 2026, EAG coordinated supplemental digital notice across the Google Display Network, Facebook and Instagram. EAG targeted:

- Individuals in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and New Jersey who downloaded the app from the Amazon App Store and are current or past users or downloaders of myVEGAS Facebook, myVEGAS Mobile, www.myvegas.com, Pop! Slots, myKONAMI Slots, MGM Slots Live, myVEGAS Blackjack, or myVEGAS Bingo.

The campaign runs through November 9, 2026, and is scheduled to deliver at least 100,000 impressions.

DIRECT NOTICE REACH

20. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct notice to 249,227 records on the Notice List. As of November 3, 2026, 236,182 records on the Notice List received direct notice, or 93.36%. Additionally, EAG is aware that Amazon successfully delivered notice to 8,684 email addresses on the Notice Date. Including the Amazon notices, direct notice reached 244,866 of 261,665 records, or 93.58%. Table 1 below provides an overview of dissemination results and reach statistics for direct notice.

Table 1: Notice Dissemination Statistics		
Description	**Volume (#)**	**Percentage of Records (%)**
Notice List	261,665	100.00%
Email Notice		
Total Email Notices Sent	247,558	94.61%
Total Email Notices Delivered	229,246	87.61%
Total Email Notices Bounced/Undeliverable	18,312	7.00%
Mail Notice		
Total Postcard Notices Mailed	7,595	2.90%
Total Postcard Notices Returned as Undeliverable	659	0.25%
Amazon Email Notice		
Total Email Notices Sent and Delivered	8,684	3.32%
Direct Notice Reach		
Received Direct Notice	**244,866**	**93.58%**

ELECTION ACTIVITY

21. ***Election Intake and Processing.*** Class Members could submit elections online by visiting the Settlement Website or by mailing an Election Form to the Settlement Administrator. The online election submission feature became available on the Settlement Website beginning on September 21, 2026. The deadline for Settlement Class Members to submit an election was October 21, 2026. As of November 2, 2026, EAG has received a total of 12,273 election submissions. Table 2 below provides summary statistics of election submissions received.

22. The cumulative maximum cap under the Settlement Agreement is 17% of the Total Settlement Amount, or $1,703,360.66. The Approved Elections total $1,279,051.06 in Settlement Payments (before expenses and fees), or 75.09% of the cap. If all pending elections with a partial match were approved, total Settlement Payments (before expenses and fees) would be $ 1,378,358.54, or 80.92% of the cap. Elections with no match currently represent no payment unless additional information is provided. EAG will continue to intake and analyze elections mailed to the Settlement P.O. Box and to resolve elections pending review.

Table 2: Submitted Elections Summary		
Description	**Elections (#)**	**Associated Payments ($)**
Total Elections Submitted	12,273	$1,382,544.16
(-) Duplicate Records	-235	$0.00
(-) Invalid Elections	-17	-$4,185.62
Total Net Elections	**12,021**	**$1,378,358.54**
Approved Elections	**7,673**	**$1,279,051.06**
Pending Review – Partial Match	**738**	**$99,307.48**
No Match	**3,610**	**-**

EXCLUSIONS AND OBJECTIONS

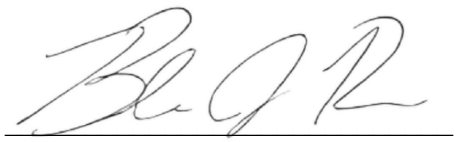
23. ***Exclusions (Opt-Outs) Received.*** The Preliminary Approval Order directs that Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement do so by submitting a request for exclusion to the Settlement Administrator. The deadline for Class Members to request to be excluded from the Settlement was October 21, 2026. EAG has received five (5) exclusion requests from Class Members as of November 3, 2026. A list of the individuals that have requested exclusion is attached as **Exhibit G**.

24. ***Settlement Objections.*** The Preliminary Approval Order directs that any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval to the Settlement by submitting a written objection that is filed with or otherwise received by the Court and emailed or delivered to Class Counsel and Defendant's Counsel, and as more set forth in the Settlement Agreement. Following the Court's Order filed on October 21, 2026, the deadline to object to the Settlement was extended from October 21, 2026 to November 9, 2026. Because the Motion for Final Approval is being filed before that deadline, the objection count below is as of the date stated and will be updated. EAG has received one (1) objection from Class Members as of November 3, 2026.

CERTIFICATION

I, Blake Ross, declare under the penalty of perjury that the foregoing is true and correct.

Executed on this 3rd day of November, 2026, in Baton Rouge, Louisiana.



Blake Ross

Exhibit A: Email Notice

Settlement Claim ID:

CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

White, et al. v. Playstudios US, LLC

Case No. 33-CV-2025-900186.00

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 June 30, 2026.
Ohio: any Application from July 26, 2022, through June 30, 2026.
New Jersey: any Application from January 2, 2024, through June 30, 2026.
Massachusetts: any Application from July 26, 2022, through June 30, 2026.
Tennessee: any Application from November 12, 2022, through June 30, 2026.
Kentucky: any Application from July 5, 2018 through June 29, 2023.

More information is available at www.GamingAppSettlement.com.

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 may be affected by the number of elections made as the total amount of elections for money payment are subject to an aggregate cap of seventeen percent (17%) of the Total Settlement Amount. In the event an election 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 October 21, 2026**. You may request an election form by emailing info@GamingAppSettlement.com or submit one online at www.GamingAppSettlement.com.

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 October 21, 2026** saying that you want to 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 October 21, 2026**. Specific instructions about how to object to or exclude yourself from the settlement are available at www.GamingAppSettlement.com. 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 on **November 10, 2026 at 2:00 p.m.** in the Circuit Court of Franklin County, 410 N. Jackson Avenue, Russellville, Alabama 35653. 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 www.GamingAppSettlement.com, or contact the Settlement Administrator at 1-844-586-2442.

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

Playstudios Settlement Administrator
PO Box 1548
Baton Rouge, LA 70821

Unsubscribe - Unsubscribe Preferences

Exhibit B: Mailing Notice

Am I Included? 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 June 30, 2026. **Ohio:** any Application from July 26, 2022, through June 30, 2026. **New Jersey:** any Application from January 2, 2024, through June 30, 2026. **Massachusetts:** any Application from July 26, 2022, through June 30, 2026. **Tennessee:** any Application from November 12, 2022, through June 30, 2026. **Kentucky:** any Application from July 5, 2018 through June 29, 2023. More information is available at www.GamingAppSettlement.com.

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 October 21, 2026**. You may request an Election Form or submit one online at www.GamingAppSettlement.com.

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 October 21, 2026**. 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 October 21, 2026**. Specific instructions about how to object to or exclude yourself from the settlement are available at www.GamingAppSettlement.com.

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 **2:00 p.m. on November 10, 2026** 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.

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.

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

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 have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

How Do I Get More Information? For more information, including the full Notice, Election Form and Settlement Agreement go to www.GamingAppSettlement.com, or contact the Settlement Administrator at 1-844-586-2442.

Playstudios Settlement Administrator
P.O. Box 1548
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

1*1*1*****AUTO**All For SCF 400!!!
Settlement Claim ID: ABC-1234567
Class Member
123 Example St.
New York, NY 12345-0000

Postal Service: Do Not Mark or Cover Barcode

OX05

Exhibit C: Website Notice

CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

White, et al. v. Playstudios US, LLC

Case No. 33-CV-2025-900186.00

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 June 30, 2026.
    - **Ohio:** any Application from July 26, 2022, through June 30, 2026.
    - **New Jersey:** any Application from January 2, 2024, through June 30, 2026.
    - **Massachusetts:** any Application from July 26, 2022, through June 30, 2026.
    - **Tennessee:** any Application from November 12, 2022, through June 30, 2026.
    - **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 an election for money payment is reduced as a result of the cap, such reduction will be provided in virtual currency.
- Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive the benefits in virtual currency and will give up your rights to sue Playstudios about the claims in this case.

SUBMIT AN ELECTION Deadline: October 21, 2026	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 Deadline: October 21, 2026	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 Deadline: October 21, 2026	Write to the Court explaining your opinion of the Settlement.
GO TO THE HEARING Date: November 10, 2026 at 2:00 p.m.	Ask to speak in Court about your opinion of the Settlement.

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

BASIC INFORMATION

1. **Why was this notice issued?**

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

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

2. **What is a class action?**

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

3. **What is this lawsuit about?**

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

4. **Why is there a settlement?**

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

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

WHO IS INCLUDED IN THE SETTLEMENT

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

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

- **Alabama:** any Application from March 8, 2022, through June 30, 2026.
- **Ohio:** any Application from July 26, 2022, through June 30, 2026.
- **New Jersey:** any Application from January 2, 2024, through June 30, 2026.
- **Massachusetts:** any Application from July 26, 2022, through June 30, 2026.
- **Tennessee:** any Application from November 12, 2022, through June 30, 2026.
- **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 1-844-586-2442. Or you can get free help by calling the lawyers appointed to represent class members in this case at 1-800-667-6759.

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 elections made as the total amount of elections for money payment are subject to an aggregate cap of seventeen percent (17%) of Total Settlement Amount. In the event an election for money payment is reduced as a result of the cap, such reduction will be provided for in virtual currency.

7. When will I get my benefits?

If you file an Election Form, you should receive a check or electronic payment from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final approval of the Settlement is scheduled for November 10, 2026 at 2:00 p.m. 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 two years.

HOW TO FILE AN ELECTION

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 October 21, 2026. You may request an election form or submit one online at www.GamingAppSettlement.com.

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 an election 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 1-800-667-6759 or you can, of course, talk to your own lawyer if you have questions about what this means.

11. **What happens if I do nothing at all?**

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

THE LAWYERS REPRESENTING YOU

12. **Do I have a lawyer in the case?**

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

13. **How will the lawyers be paid?**

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. **How do I get out of the settlement?**

You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than October 21, 2026. 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 www.GamingAppSettlement.com.

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 "White, et al. v. Playstudios US, LLC" 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 ID(s), Support Code(s), 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 October 21, 2026, to:

Playstudios Settlement Administrator

info@GamingAppSettlement.com

P.O. Box 1548, Baton Rouge, LA 70821

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 an Election Form to ask for benefits because you won't receive any.

OBJECTING TO THE SETTLEMENT

17. **How do I object to the settlement?**

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

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. All written objections and supporting papers must include: (i) all Player ID(s) and/or Support Code(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 October 21, 2026.

Class Counsel will file with the Court and post on the website available to Class Members its request for attorneys' fees by October 7, 2026.

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 on November 10, 2026 at 2:00 p.m. in the Circuit Court of Franklin County, 410 N. Jackson Avenue, Russellville, Alabama 35653. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to $10,000 each from the Settlement. The Court may award less than these amounts. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

20. **Do I have to come to the hearing?**

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

21. **May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in White, et al. v. Playstudios US, LLC." 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 October 21, 2026.

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 www.GamingAppSettlement.com, or by contacting the Settlement Administrator at 1-844-586-2442. 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 ELECTION PROCESS. All questions regarding the Settlement or elections process should be directed to the Settlement Administrator or to Class Counsel.

Exhibit D: Election Form

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 OCTOBER 21, 2026. 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 GamingAppSettlement.com.

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

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

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

Signature: _____ Date: _____/_____/_____

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

☐ Check **Mailing Address:**	☐ Zelle® **Email Address OR Phone Number:**	☐ PayPal® **Email Address:**	☐ Venmo **Email Address OR Phone Number:**

Exhibit E: Election Notice

Settlement Claim ID: default

CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

REMINDER ELECTION NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

White, et al. v. Playstudios US, LLC

Case No. 33-CV-2025-900186.00

If you received this notice, we have **NOT** received an Election submission from you. Please be advised that the deadline to submit your Election is **October 21, 2026.**

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 June 30, 2026.
Ohio: any Application from July 26, 2022, through June 30, 2026.
New Jersey: any Application from January 2, 2024, through June 30, 2026.

Massachusetts: any Application from July 26, 2022, through June 30, 2026.
Tennessee: any Application from November 12, 2022, through June 30, 2026.
Kentucky: any Application from July 5, 2018 through June 29, 2023.

More information is available at www.GamingAppSettlement.com.

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 may be affected by the number of elections made as the total amount of elections for money payment are subject to an aggregate cap of seventeen percent (17%) of the Total Settlement Amount. In the event an election 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 October 21, 2026**. You may request an election form by emailing info@GamingAppSettlement.com or submit one online at www.GamingAppSettlement.com.

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 October 21, 2026** saying that you want to 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 October 21, 2026**. Specific

instructions about how to object to or exclude yourself from the settlement are available at www.GamingAppSettlement.com. 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 on **November 10, 2026 at 2:00 p.m.** in the Circuit Court of Franklin County, 410 N. Jackson Avenue, Russellville, Alabama 35653. 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 www.GamingAppSettlement.com, or contact the Settlement Administrator at 1-844-586-2442.

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

Playstudios Settlement Administrator
PO Box 1548, Baton Rouge, LA 70821
Unsubscribe - Unsubscribe Preferences

Exhibit F: Notice of Extended Objection Deadline

CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

Notice of Extension to Objection Deadline

White, et al. v. Playstudios US, LLC

Case No. 33-CV-2025-900186.00

The Court has extended the deadline for objections to the settlement. You are not required to do anything, but if you wish to, you may object in accordance with paragraph 4.4 of the Settlement Agreement by November 9, 2026. For more information visit www.gamingappsettlement.com.

Playstudios Settlement Administrator
P.O. Box 1548
Baton Rouge, LA 70821

Unsubscribe - Unsubscribe Preferences

Exhibit G: Exclusion List

Exclusion Requests White, et al. v. Playstudios US, LLC, Case No. 33-CV-2025-900186.00			
Count	**Name**	**State**	**Submission Date**
1	Debra Hammonds	AB	10/14/2026
2	Anthony Perryman	NJ	10/19/2026
3	Paula Millar	MA	10/20/2026
4	Pamela "Dennis" Weishuhn	MI	9/23/2026
5	Jason David Knight	OH	10/11/2026