



## AlaFile E-Notice

33-CV-2025-900003.00

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

TIMOTHY SORNBERGER ET AL V. SCIPLAY CORPORATION ET AL  
33-CV-2025-900003.00

The following EXHIBIT LIST was FILED on 8/5/2025 3:51:38 PM

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33-CV-2025-900003.00  
CIRCUIT COURT OF  
FRANKLIN COUNTY, ALABAMA  
DERRICK SCOTT, CLERK

**IN THE CIRCUIT COURT OF  
FRANKLIN COUNTY, ALABAMA**

Timothy Sornberger, Donovan Roberts, )  
Matthew Sprinkle, Hope Murnaghan, Luke )  
Whitney, Prince Imanifest Allah Beautiful, and )  
Christopher Ebersole, individually and on )  
behalf of all others similarly situated, ) Case No. \_\_\_\_\_

*Plaintiffs,*

v.

Sciplay Corporation and Sciplay Games, LLC.

*Defendants.*

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “Agreement”, “Settlement”, or “Settlement Agreement”) is entered into by and among the Class Representatives (as defined below, including Timothy Sornberger, Donovan Roberts, Matthew Sprinkle, Hope Murnaghan, Luke Whitney, Prince Imanifest Allah Beautiful, and Christopher Ebersole, (collectively “Plaintiffs”)), for themselves individually and on behalf of the Settlement Class (as defined below), Defendants SciPlay Corp. (“SciPlay Corp.”), and SciPlay Games, LLC (“SciPlay Games,” and together with SciPlay Corp., “Defendants” or “SciPlay”) (altogether, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

### **RECITALS**

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

- a. *Sornberger v. SciPlay Corp.*, No. 3:23-cv-01284-CLS (N.D. Ala.)
- b. *Roberts v. SciPlay Corp.*, AAA Case No. 01-23-0003-3236
- c. *Fuqua v. SciPlay Corp.*, No. 4:24-cv-89-DJH (W.D. Ky.)
- d. *Murnaghan v. SciPlay Corp.*, AAA Case No. 01-23-0003-3235
- e. *Allah Beautiful v. SciPlay Corp.*, AAA Case No. 01-22-0005-2886
- f. *Sprinkle v. SciPlay Corp.*, AAA Case No. 01-22-0005-2145
- g. *Ebersole v. SciPlay Corp.*, AAA Case No. 01-23-0003-3234
- h. *Ewing v. SciPlay Corp.*, 4:23-cv-00060 (CLC) (SKL) (E.D. Tenn.)

B. The Parties have since litigated numerous issues relating to defenses Defendants raised such as motions to dismiss on choice of law, statutory standing, contractual bars, and the merits of whether SciPlay’s games are illegal gambling, and motions to compel arbitration. The Parties have also conducted discovery, including written discovery, document and data productions, and expert reports and depositions.

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

D. Those discussions eventually led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before Ms. Dana Welch, a neutral affiliated with Welch ADR and the American Arbitration Association.

E. In the days leading up to the mediation, the Parties were in frequent communication with the mediator and each other in order to start narrowing the potential frameworks for resolution. The Parties submitted briefs to the mediator on the core facts, legal issues, litigation risks, and potential settlement structures, and the Parties supplemented that briefing with telephonic correspondence with each other and with the mediator, clarifying each other's positions in advance of the mediation.

F. The Parties conducted a videoconference mediation session on September 27, 2024, with Mediator Welch.

G. The parties were unable to reach a resolution during the mediation.

H. Following the end of the mediation session, the parties continued to discuss open issues and details of a potential settlement. Negotiation continued over the weekend and culminated in the signing of a term sheet on September 30, 2024.

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

J. Plaintiffs believe that their claims have merit and that they would have ultimately prevailed on the merits at trial. Nonetheless, Plaintiffs and Class Counsel recognize that SciPlay has raised factual and legal arguments and defenses that present a risk Plaintiffs may not prevail on their claims. Plaintiffs and Class Counsel have also taken into account the uncertain outcome, expense, and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs and Class Counsel believe that it is desirable, and in the best interest of the Settlement Class, that the Released Claims be fully and

finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

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

L. Defendants have at all times denied—and continue to deny—all allegations of wrongdoing and liability, and deny all material allegations in the Pending Actions. Specifically, Defendants deny that the Applications constitute or constituted illegal gambling under the law of any State, deny that money spent to purchase virtual currency in any of the Applications can be recovered, deny that any aspect of the Applications’ operation constituted unfair business practices or resulted in unjust enrichment, and oppose class certification of a litigation class. Defendants are prepared to continue their vigorous defense. Even so, taking into account the uncertainty and risks inherent in litigation, Defendants have concluded that continuing to defend the Pending Actions would be burdensome and expensive. Defendants have further concluded that it is desirable to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

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

## **AGREEMENT**

### **1. DEFINITIONS**

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

**1.1. “Action”** means this case captioned *Sornberger v. Sciplay, et al.* filed in the Circuit Court of Franklin County, Alabama.

**1.2. “Agreement” or “Settlement” or “Settlement Agreement”** means this Class Action Settlement Agreement.

**1.3. “Applications”** means Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes Slots, Monopoly Slots, and Bingo Showdown.

**1.4. “App ID”** means the unique identifier assigned by a Platform Provider to a person who has a Platform Provider account and/or login. For the avoidance of doubt, App IDs are not assigned/generated by or known to SciPlay or SciPlay Games.

**1.5. “Approved Election”** means an Election Form submitted by a Settlement Class Member that is timely and submitted in accordance with the directions on the Election Form and the terms of this Agreement, or is otherwise accepted by the Court or Settlement Administrator and satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

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

email address. The Election Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically or via check.

**1.7. “Election Deadline”** means the date by which all Election Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be 56 days after the Notice Date. The Election Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Election Form.

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

**1.9. “Class Period”** means the following date ranges for each of the following States:

- 1.9.1. Alabama: August 25, 2022, through the date of preliminary approval;
- 1.9.2. Ohio: December 16, 2021, through the date of preliminary approval;
- 1.9.3. New Jersey: December 19, 2021, through the date of preliminary approval;
- 1.9.4. Massachusetts: July 25, 2022, through the date of preliminary approval;
- 1.9.5. Tennessee: November 13, 2022, through the date of preliminary approval; and
- 1.9.6. Kentucky: the following dates for each Application:
  - 1.9.6.1. Jackpot Party Casino: December 2, 2019, through June 29, 2023;
  - 1.9.6.2. Gold Fish Casino: December 3, 2019, through June 29, 2023;
  - 1.9.6.3. Hot Shot Casino: May 12, 2020, through June 29, 2023;
  - 1.9.6.4. Quick Hit Slots: January 22, 2020, through June 29, 2023;
  - 1.9.6.5. 88 Fortunes Slots: December 3, 2019, through June 29, 2023;
  - 1.9.6.6. Monopoly Slots: December 3, 2019, through June 29, 2023; and
  - 1.9.6.7. Bingo Showdown: August 22, 2019, through June 29, 2023.

**1.10. “Class Representative(s)”** means Plaintiffs Timothy Sornberger, Donovan Roberts, Matthew Sprinkle, Hope Murnaghan, Luke Whitney, Prince Imanifest Allah Beautiful, and Christopher Ebersole.

**1.11. “Court”** means the Circuit Court of Franklin County, Alabama.

**1.12. “Defendants”** means Sciplay Corp. and SciPlay Games, LLC.

**1.13. “Defendants’ Counsel”** means Bartlit Beck LLP.

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

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

**1.16. “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

**1.17. “Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request that the Final Judgment be entered by the Court finally approving the



Settlement as fair, reasonable and adequate, and approving the Fee Award and any incentive award(s) to the Class Representative(s).

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

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

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

**1.21. “Notice Date”** means the date upon which the Notice set forth in Section 4.1 is complete, which shall be a date no later than 35 days after entry of Preliminary Approval.

**1.22. “Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than 56 days following the Notice Date and no sooner than 14 days after papers supporting the Fee Award are filed with the Court and made available to the Settlement Class on the Settlement Website, or such other date as ordered by the Court.

**1.23. “Plaintiffs”** means Timothy Sornberger, Donovan Roberts, Matthew Sprinkle, Hope Murnaghan, Luke Whitney, Prince Allah Beautiful, and Christopher Ebersole, the plaintiffs in the Action.

**1.24. “Platform Litigations”** means the following cases: In Re: Apple Inc. App Store Simulated Casino-Styled Games Litigation, Case Number 5:21-md-02985-EJD (N.D. CA); In Re: Google Play Store Simulated Casino-Style Games Litigation, Case Number 5:21-md-03001-EJD (N.D. CA); In re: Facebook Simulated Casino-Style Games Litigation, Case Number 5:21-

cv-02777-EJD (N.D. CA); and Horn v. Amazon.com, Inc., Case No. 2:23-cv-01727 (W.D. Wash.).

**1.25. “Platform Provider(s)”** means Amazon, Apple, Facebook, Microsoft, and/or Google.

**1.26. “Player ID”** means the unique identifier, assigned by the Application, to a person who has registered an account with an Application.

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

**1.28. “Released Claims”** means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity; accrued or unaccrued; direct, individual or representative; of every nature and description whatsoever; whether based on violations of Alabama, Tennessee, Kentucky, Ohio, Massachusetts, or New Jersey law, or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, that are or have been alleged or otherwise raised in the Action or the Pending Actions or that arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act relating to the Applications, operation of the Applications, and/or the sale of virtual chips, coins, or other currency or items in the Applications, against the Released Parties or any of them. The Released Claims include, but are not limited to, claims that the Applications are illegal gambling; that the Applications are an illegal lottery; that virtual chips in the Applications are “thing(s) of value,” “valuable thing(s),” “anything of value,” “something of value,” “representative of value,” “prize(s),” or “goods”; that any Settlement Class Member or any Application user is a loser or any Released

Party a winner; that money spent to purchase virtual chips in the Applications can be recovered by a player or any third party; or that aspects of the Applications are deceptive or unfair. For Clarity, this release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

**1.29. “Released Parties”** means SciPlay Corp., SciPlay Games, LLC, and any of their present or former parents (including but not limited to Light & Wonder, Inc.), subsidiaries, divisions, corporate affiliates, divisions, holding companies, predecessors, and successors, and any of their respective present or former administrators, affiliates, assigns, investors, employees, agents, representatives, consultants, independent contractors, directors, owners, service providers, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, and investment advisors. For Clarity, the release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

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

**1.31. “Settlement Administration Expenses”** means (i) the expenses incurred by the Settlement Administrator in providing Notice, hosting the Settlement Website, processing elections, responding to inquiries from members of the Settlement Class, distributing funds for Approved Elections, related tax expenses, fees of the escrow agent, and related services, and (ii) the fees and expenses of any Settlement Special Master the Court may appoint, if applicable, with all such expenses to be paid from the Settlement Fund.

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

**1.33. “Settlement Class”** means all individuals who, in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and/or New Jersey (as indicated by IP address information or other information reasonably available), spent money to play the Applications during the Class Period. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which 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.

**1.34. “Settlement Class Member”** means any person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

**1.35. “Settlement Amount”** means the value of benefit to all Settlement Class Members whether it be in virtual currency awarded pursuant to Section 2.1(a)(i), Settlement Payment for an Approved Election pursuant to Section 2.1(a)(ii), or both. The Settlement Amount is equal to twenty five percent (25%) of the amounts paid by Settlement Class Members in the Settlement States during the Class Period net of platform fees. The final amount will be determined on the date of preliminary approval, but the present amount is estimated to be approximately \$30,000,000.

**1.36. “Settlement Fund”** means the cash fund that shall be established by Defendants, the final amount of which will be determined based upon the number and valuation of Approved Elections accepted by the Court or the Settlement Administrator. Within 14 days of the

Preliminary Approval Order in favor of the settlement, Defendants shall first deposit \$200,000 into the Escrow Account to cover potential Settlement Administration Expenses. Additional deposits will become due upon determination of Approved Elections for the amount required to pay Approved Elections subject to the cap, for additional Settlement Administration Expenses, and for potential incentive awards and a potential Fee Award. The initial deposit, and any additional deposits required for Settlement Administration Expenses, for potential incentive awards or a potential Fee Award, or for the Approved Elections subject to a maximum of five million dollars (\$5 million), together with all interest earned on any balances shall constitute the Settlement Fund. From the Settlement Fund, the Settlement Administrator shall pay all Approved Elections made by Settlement Class Members, Settlement Administration Expenses, any incentive award(s), taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In the event there are funds left after the payment of all required payments under this agreement (Including Settlement Payment, Administration Expenses, Incentive Awards, and Attorneys' Fees and Expenses), the remaining funds shall be donated to a charity chosen by Claimants' Counsel after consultation with Defendants' Counsel and approved by the Court. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the amounts in the Settlement Fund and the payment of all taxes that may be due on such earnings. Funding the Settlement Fund, consisting of (1) a maximum of \$5 million for Approved Elections, (2) a maximum of \$9 million for a potential Fee Award to Class Counsel, (3) incentive awards approved by the Court, and (4) Settlement Administration Expenses, represents the total extent of Defendants' monetary obligation under this Agreement.

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

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

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

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

**1.41. “Unknown Claims”** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not object to the Settlement, or to seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code (if applicable), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that

it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

## **2. SETTLEMENT RELIEF**

### **2.1. Consideration**

- (a) The consideration for this Settlement shall consist of the following:
  - i. For all Settlement Class Members who do not file an Approved Election or file an opt-out request, the return of 25% of the virtual currency purchased by the Settlement Class Member in the Applications during the Class Period in the Settlement States, net of Platform Fees, and less the Settlement Administration Expenses and Attorney Fees and Expenses. The virtual currency pursuant to this paragraph can be distributed by Defendant in installments over a two-year period following the Effective Date for amounts less than \$500, and over a five-year period following the Effective Date for amounts greater than \$500, except that Defendant may in its discretion choose to accelerate this deposit schedule for some or all players in the Settlement Class. The first distribution of virtual currency will occur within 60 days of the Effective Date.
  - ii. For any Settlement Class Member who files an Approved Election, a monetary payment equal to 25% of the money they spent to purchase virtual currency in the Applications during the Class Period in the Settlement States, net of Platform Fees, and less the Settlement Administration Expenses and Attorney Fees and Expenses. All Approved Elections are subject to a cumulative maximum cap of five million dollars (\$5 million). If the cumulative maximum cap is reached, each Settlement Payment will be proportionately reduced, and

each such proportional reduction shall be given in virtual currency provided for in Section 2.1(a)(i).

and

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

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

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

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

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

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

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

**2.2. Prospective Measures.** Defendants shall take the following steps in connection with this Settlement within 120 days of an order granting Preliminary Approval:

2.2.1. The parties acknowledge that SciPlay implemented certain Prospective Measures to the Games as detailed in Sections 2.2(a)–(c) of the Class Action Settlement Agreement in *Reed v. Scientific Games Corp.*, No. 18-cv-00565-RSL (W.D. Wash.),



dated January 18, 2022, and filed at Dkt. 164-1. SciPlay will keep such measures in place.

2.2.2. In addition, SciPlay will further enhance the continuous free play functionality within the Applications by providing players who run out of virtual coins with an award of free virtual coins that will enable the player to have multiple spins or plays on at least one game within the Application they are playing.

### **3. RELEASES**

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

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

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

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

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

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

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

- 3.4.3. An “other thing of value,” “prize,” or “goods” under Mass. Gen. Laws Ann. ch. 137, § 1, “prize” under Mass. Gen. Laws Ann. ch. 271, § 5B, “goods” under Mass. Gen. Laws Ann. ch. 271, § 1, or “representative of value” or “other representative value” or “thing of value” under Mass. Gen. Laws Ann. ch. 23K, § 2;
- 3.4.4. An “other valuable thing” under N.J. Stat. Ann. § 2A:40-5, “thing” or “things” under N.J. Stat. Ann. § 2A:40-6, or “something of value” under N.J. Stat. Ann. § 2C:37-1;
- 3.4.5. An “other thing of value” or “thing of value” under Ohio Rev. Code §§ 3763.02, 3763.04, or “valuable consideration,” “anything of value,” “thing of value,” or “prize” under Ohio Rev. Code § 2915.01;
- 3.4.6. An “anything of value” under Tenn. Code Ann. § 29-19-104, a “thing” under Tenn. Code Ann. § 29-19-105, or “anything of value” under Tenn. Code Ann. § 39-17-501 (West).

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

## **4. NOTICE**

**4.1. Class List.** To effectuate the Notice Plan:

(a) Defendants shall provide the Class Counsel and the Settlement Administrator all Settlement Class Member contact information reasonably available to Defendants, including Player ID, names, emails addresses, and mailing addresses. To the extent reasonably available to Defendants, for each Player ID with a Spending Amount greater than zero, Defendants shall further provide the Player ID's Spending Amount.

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

(c) Class Counsel and Defendants' Counsel shall cooperate to work with the Platform Providers to obtain all contact information in the Platform Providers' possession, including all names, PlayerIDs, phone numbers, email addresses, and mailing addresses, of all persons in the Settlement Class.

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

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

(a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as

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

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

(c) *Election Notice.* Both 30 days before the Election Deadline and 7 days before the Election Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Election Form, to all Settlement Class Members for whom a valid email address is available in the Class List. The reminder emails shall be substantially in the form of Exhibit B, with minor, non-material modifications to indicate that it is an Election Notice email rather than an initial notice.

(d) *Settlement Website.* Within seven (7) days after Preliminary Approval, Notice shall be provided on a website accessible by Settlement Class Members which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Election Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

(e) *Digital Publication Notice.* The Settlement Administrator will supplement the direct notice program with a digital publication notice program that will deliver more than ten million (10,000,000) impressions to likely Settlement Class Members. The digital publication

notice campaign will be targeted, to the extent reasonable possible, to the Settlement States, will run for at least one month, and will contain active hyperlinks to the Settlement Website. The final digital notice advertisements, and the overall digital publication notice program to be used, shall be subject to the final approval of Defendants, which approval shall not be unreasonably withheld.

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

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

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

**4.4. Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) any Player IDs or User IDs; (ii) any email address(es) associated with the use of the Applications, (iii) current contact 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 filed with or otherwise received by the Court, and e-mailed or delivered to Class Counsel and Defendants' Counsel, no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

**4.5. Right to Request Exclusion.** Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case name, "*Sornberger v. SciPlay Corporation, et al.*" or in some substantially similar, reasonably identifiable fashion, (iii) states the individual's Player ID or User ID, and email addresses associated with the Applications, (iv) states the individual's current contact telephone number, U.S. Mail address, and email address, (v) is physically signed by the individual seeking exclusion (a signature solely by an attorney purporting to represent the individual is insufficient), and (vi) contains a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." The Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. A request for exclusion that does not include

all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not received within the time specified shall be invalid, and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved by the Court. Any person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## **5. ELECTION PROCESS AND SETTLEMENT ADMINISTRATION**

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

(a) Receive requests to be excluded from the Settlement Class and promptly provide Class Counsel and Defendants’ Counsel copies thereof. If the Settlement Administrator

receives any exclusion forms after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

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

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

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

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

**5.4.** Class Counsel and Defendants' Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of any particular Election Form *or* the



amount proposed to be paid on account of any particular Settlement Class Member's claim. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendants' Counsel as to the validity of any disputed claim. Where Class Counsel and Defendants' Counsel disagree, the dispute shall be submitted to Dana Welch with Welch ADR who shall have the authority to resolve said dispute. Ms. Welch shall be paid for her reasonable time at her ordinary and reasonable hourly rate from the Settlement Fund, which shall be considered an Administrative Expense. For the avoidance of doubt, Ms. Welch shall have no authority to increase the size of the Settlement Fund, to seek or order additional discovery from Defendants, or to otherwise impact Defendants' liability or other obligations under the Settlement Agreement.

## **6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

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

- (a) Appoint Plaintiffs, Timothy Sornberger, Donovan Roberts, Matthew Sprinkle, Hope Murnaghan, Luke Whitney, Prince Imanifest Allah Beautiful, and Christopher Ebersole as Class Representatives of the Settlement Class for settlement purposes only;
- (b) Appoint Class Counsel to represent the Settlement Class for settlement purposes only;
- (c) Preliminarily certify the Settlement Class under Ala. R. Civ. P. 23 for settlement purposes only;
- (d) Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- (e) Approve the form and contents of the Notice and the method of its dissemination to the Settlement Class; and

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

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

- 6.2.1. Find that the Court has personal jurisdiction over all Settlement Class Members and Defendants for settlement purposes only and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- 6.2.2. Approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members;
- 6.2.3. Direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions;
- 6.2.4. Declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, Plaintiffs, members of the Settlement Class, and the Releasing Parties with respect to the Released Claims;
- 6.2.5. Find that the Notice implemented pursuant to the Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all

persons entitled to receive notice; and (iv) meets all applicable requirements of the Alabama Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

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

6.2.7. Dismiss the Action (including all individual claims and class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

6.2.8. Incorporate the Releases and Stipulations set forth in Section 3 above, make the Releases and Stipulations effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

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

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

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

## **7. TERMINATION**

**7.1.** Defendants shall each have the right, but not the obligation, to terminate the settlement agreement if more than 4% of the members of the Settlement Class or more than 6% of the Spending Amount associated with the Settlement Class exclude themselves from the

settlement. Notification of intent to terminate the Settlement Agreement must be provided within ten (10) calendar days of the *earlier* of: (1) the date the Parties receive a final tabulation from the Settlement Administrator of the elections, objections, and requests for exclusion timely received by the Election Deadline and the Objection/Exclusion Deadline, or (2) the date the Parties agree in good faith they have received sufficient evidence from the Settlement Administrator to establish beyond a reasonable doubt that no thresholds for a Section 7.1 Termination Notice have been or will be met. For example, if the Settlement Administrator—after the Election Deadline— notifies the Parties that there were no objections and just a single opt-out associated with \$1 of Spending Amount, that evidence would be sufficient to establish beyond a reasonable doubt that no thresholds for a Section 7.1 Termination Notice have been or will be met. If this Settlement Agreement is terminated, it will be deemed null and void ab initio.

**7.2.** Subject to Sections 9.1–9.3 below, the Parties to this Settlement Agreement shall additionally have the right to terminate this Agreement by providing a Termination Notice to all other Parties hereto within 21 calendar days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval or Final Approval of this Agreement; (ii) the Court’s refusal to enter the Final Judgment in the Action; (iii) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (iv) the date upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

## **8. INCENTIVE AWARD(S) AND CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES**

**8.1. The Fee Award.** Pursuant to Ala. R. Civ. P. 23(h), Defendants agree that Class Counsel shall be entitled to an award of reasonable attorneys’ fees and costs out of the Settlement in an amount determined by the Court as the Fee Award. Class Counsel will limit its petition for attorneys’ fees and expenses to no more than \$9 million representing approximately 30% of the Settlement Fund, plus reimbursement of expenses. Defendants have agreed that they

will not object to the foregoing request for fees and expenses. Payment of any Fee Award shall be made from the Settlement.

**8.2.** At Davis & Norris, LLP's election, up to 25% of the Fee Award shall be payable from the Settlement Fund within 14 business days after entry of the Court's Final Judgment, subject to Davis & Norris, LLP's executing the Undertaking Regarding this portion of the Attorneys' Fees and Costs (the "Undertaking"), attached hereto as Exhibit E. The remaining amounts of the Attorneys' Fees and Costs will be paid within 14 business days after the Effective Date. Payment of the Fee Award shall be made by wire transfer(s) to Class Counsel in accordance with wire instructions to be provided to the Escrow Account agent, after completion of necessary forms, including but not limited to W-9 forms. Additionally, should any party to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, that party shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

**8.3. Incentive Awards.** Class Counsel intend to file a motion for Court approval of incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for these limitations, Timothy Sornberger, Donovan Roberts, Matthew Sprinkle, Hope Murnaghan, Luke Whitney, Prince Imanifest Allah Beautiful, and Christopher Ebersole, will each seek no more than \$15,000 as an incentive award. Defendants have agreed that they will not oppose the foregoing request for incentive awards. Any award shall be paid by the Settlement Administrator from the Escrow Account (in the form of a check to the Class Representative that is sent care of Class Counsel) within 5 business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement and, if there have been such objections, within 5 business days after the Effective Date.

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

**9.1.** Consistent with Section 1.13, the Effective Date shall not occur unless and until

each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- 9.1.1. The Parties have executed this Agreement;
- 9.1.2. The Court has granted Preliminary Approval;
- 9.1.3. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Alabama Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects, and such Final Judgment or other judgment consistent with this Agreement in all material respects has become final and non-appealable;
- 9.1.4. Defendants have funded the Settlement Fund; and
- 9.1.5. The Final Judgment has become final and unappealable, or in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”), and that has the approval of the Parties, such Alternative Judgment becomes final and unappealable.

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

**9.3.** If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties shall be returned to the status quo ante as if this Settlement Agreement had never been entered into. Additionally, Plaintiffs shall voluntarily dismiss the Action, without prejudice.

**9.4.** In the event the Settlement is terminated or fails to become effective for any reason, the Settlement Fund, together with any earnings thereon at the same rate as earned by the Settlement Fund, less any taxes paid or due, less Settlement Administrative Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to Defendants within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Class Counsel and the Settlement Administrator. At the request of Defendants' Counsel, the Settlement Administrator or their designees shall apply for any tax refund owed on the amounts in the Settlement Fund and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to Defendants or as otherwise directed.

## **10. CONFIDENTIALITY AND PUBLIC STATEMENTS**

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

## **11. OTHER IMPORTANT PROVISIONS**

**11.1.** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through

any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Preliminary Approval, and entry of the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**11.2.** To the extent they have not already done so, the Parties shall file a joint request, contemporaneous with the filing of the motion for preliminary approval, for a stay of all of the Pending Actions described in paragraph A of the "Recitals" above. The Parties shall work together to ensure that the Pending Actions remain stayed while the terms of this Settlement Agreement are being effectuated. In the event the Court does not give Final Approval to this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner approved by the relevant courts or tribunals.

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

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

**11.5.** The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this



Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

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

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

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

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

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

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

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

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

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

**11.10.** The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by one Party of any breach of this Settlement

Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

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

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

**11.13.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

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

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

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

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

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

**11.19.** This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or any admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

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

**11.21.** Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel. For Plaintiff: Wesley W. Barnett, Davis & Norris, LLP, The Bradshaw House, 2154 Highland Avenue South, Birmingham, AL 35205. For Defendants: Daniel Taylor, Bartlit Beck LLP, 1800 Wewatta Street, Suite 1200, Denver, CO 80202.

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

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

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

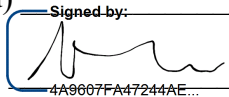
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 12/23/2024

By: (signature) 

Name: (printed) Prince Imanifest Allah Beautiful

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 12/25/2024

By: (signature)  \_\_\_\_\_

Name: (printed) Christopher Ebersole

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

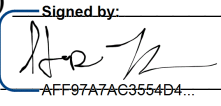
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 12/24/2024

By: (signature)  \_\_\_\_\_

Name: (printed) Hope Murnaghan

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_



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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Date: 12/23/2024  
\_\_\_\_\_

Name: (printed) \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

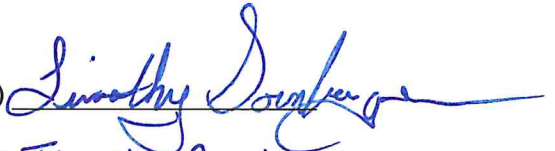
By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: 12-30-2024

By: (signature)   
Name: (printed) Timothy Sornberger

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

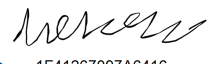
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 12/23/2024  
\_\_\_\_\_

By: (signature)  \_\_\_\_\_  
1F41267097A6416...

Name: (printed) Matthew Sprinkle  
\_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

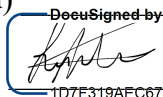
Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: 12/24/2024

By: (signature)  \_\_\_\_\_

Name: (printed) Luke Whitney

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Its: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

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

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Name: (printed) \_\_\_\_\_

**Davis & Norris, LLP**

Date: \_\_\_\_\_

By: (signature) 

Name: (printed) Wesley W. Barnett

//

**SciPlay Corporation**

Date: \_\_\_\_\_

By: (signature) 

Its: President, Treasurer & Secretary

Name: (printed) James Sottile

Date: 6 JAN 2025

**SciPlay Games, LLC**

By: (signature)

Its: CEO

Name: (printed) Joshua J Wilson



Exhibit A – Claim Form

Exhibit B – Email Notice

Exhibit C – Mailing Notice

Exhibit D – Website

Exhibit E – Undertaking

Exhibit A



## **SCIPLAY ELECTION FORM**

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

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

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

<u><b>First Name</b></u>		<u><b>Last Name</b></u>	
<u><b>Street Address</b></u>			
<u><b>City</b></u>		<u><b>State</b></u>	<u><b>Zip Code</b></u>
<u><b>Email Address</b></u>			<u><b>Phone Number</b></u>
<u><b>(only complete the following boxes for the games you have played and made purchases)</b></u>			
<u><b>Jackpot Party Casino Player ID(s)</b></u>	<u><b>Gold Fish Casino Player ID(s)</b></u>	<u><b>Hot Shot Casino Player ID(s)</b></u>	<u><b>Quick Hit Slots Player ID(s)</b></u>
<u><b>88 Fortunes Player ID(s)</b></u>	<u><b>Monopoly Slots Player ID(s)</b></u>	<u><b>Bingo Showdown Player ID(s)</b></u>	
<u><b>All email addresses associated with any of the foregoing game accounts.</b></u>			
<u><b>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.</b></u>			

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

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

<input type="checkbox"/> Check  <b>Mailing Address:</b>	<input checked="" type="checkbox"/> Zelle®  <b>Email Address <u>OR</u> Phone Number:</b>	<input type="checkbox"/> PayPal®  <b>Email Address:</b>	<input type="checkbox"/> ACH Direct Deposit  <b>Name of Bank or Credit Union:</b>  <input type="checkbox"/> Checking <input type="checkbox"/> Savings  <b>Routing Number:</b>  <b>Account Number:</b>
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Exhibit B

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

**If you played Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown 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 SciPlay Corporation and SciPlay games, LLC (collectively, “SciPlay”), 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-style games: Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, and Bingo Showdown (the “Applications”). SciPlay 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 August 25, 2022, through [preliminary approval date].

**Ohio:** any Application from December 16, 2021, through [preliminary approval date].

**New Jersey:** any Application from December 19, 2021, through [preliminary approval date].

**Massachusetts:** any Application from July 25, 2022, through [preliminary approval date].

**Tennessee:** any Application from November 13, 2022, through [preliminary approval date].

**Kentucky:** Jackpot Party Casino from December 2, 2019, through July 29, 2023; Gold Fish Casino from December 3, 2019, through June 29, 2023; Hot Shot Casino from May 12, 2020, through June 29, 2023; Quick Hit Slots from January 22, 2020, through June 29, 2023; 88 Fortunes Slots from December 3, 2019, through June 29, 2023; Monopoly Slots from December 3, 2019, through June 29, 2023; Bingo Showdown from August 22, 2019, through June 29, 2023.

More information is available at \_\_\_\_\_.

### **What can I get?**

If approved by the Court, Defendants will provide twenty-five percent (25%) 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-five percent (25%) of the amount you have spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys’ Fee Award, and Incentive Payments in money rather than virtual currency. The amount paid for a valid and Approved Claim may be affected by the number of claims made as the total amount of claims for money payment are subject to an aggregate cap of \$5 million. In the event a claim for money

payment is reduced as a result of the cap, the claimant will receive virtual currency in place of the reduced money.

### **Do I have to file an Election?**

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

### **How do I file an Election?**

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

### **What are my other options?**

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

### **Who represents me?**

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

### **When will the court consider the proposed settlement?**

The Court will hold the Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ [date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to \$15,000 each from the Settlement. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek no more than a third of the Settlement; the Court may award less than these amounts.

### **How do I get more information?**

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

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

Exhibit C

COURT AUTHORIZED NOTICE OF CLASS ACTION  
AND PROPOSED SETTLEMENT

**If you have played Jackpot  
Party Casino, Gold Fish  
Casino, Hot Shot Casino,  
Quick Hit Slots, 88 Fortunes,  
Monopoly Slots, or Bingo  
Showdown while in the States  
of Alabama, Tennessee,  
Kentucky, Ohio, New Jersey,  
or Massachusetts, you may be  
part of a class action  
settlement.**

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

First-Class Mail  
US Postage  
Paid rmit #



Postal Service: Please do not mark  
barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated:  
[date]

XXX

A settlement has been reached in a class action lawsuit against SciPlay Corporation and SciPlay Games, LLC (collectively, “SciPlay”), 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-style games: Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown (collectively, “Applications”). SciPlay and its subsidiary SciPlay Games LLC (“SciPlay Games”) (together, “Defendants”) deny all claims and that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

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

**Alabama:** any Application from August 25, 2022, through [preliminary approval date].

**Ohio:** any Application from December 16, 2021, through [preliminary approval date].

**New Jersey:** any Application from December 19, 2021, through [preliminary approval date].

**Massachusetts:** any Application from July 25, 2022, through [preliminary approval date].

**Tennessee:** any Application from November 13, 2022, through [preliminary approval date].

**Kentucky:** Jackpot Party Casino from December 2, 2019, through July 29, 2023; Gold Fish Casino from December 3, 2019, through June 29, 2023; Hot Shot Casino from May 12, 2020, through June 29, 2023; Quick Hit Slots from January 22, 2020, through June 29, 2023; 88 Fortunes Slots from December 3, 2019, through June 29, 2023; Monopoly Slots from December 3, 2019, through June 29, 2023; Bingo Showdown from August 22, 2019, through June 29, 2023.

More information is available at \_\_\_\_\_.

**What Can I Get?** If approved by the Court, Defendants will provide twenty five percent (25%) 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 five percent (25%) 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 \$5 million. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided for in virtual currency.

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

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

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

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

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ [date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel’s request for attorneys’ fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to \$15,000 each from the Settlement. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. Class Counsel will seek no more a third of the Settlement; the Court may award less than these amounts.

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

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

Exhibit D



**CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA**

**If you played Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown 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 SciPlay Corporation and SciPlay Games, LLC (collectively “SciPlay”), 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-style games: Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown (collectively “Applications”). SciPlay 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 August 25, 2022, through [preliminary approval date].
  - **Ohio:** any Application from December 16, 2021, through [preliminary approval date].
  - **New Jersey:** any Application from December 19, 2021, through [preliminary approval date].
  - **Massachusetts:** any Application from July 25, 2022, through [preliminary approval date].
  - **Tennessee:** any Application from November 13, 2022, through [preliminary approval date].
  - **Kentucky:** Jackpot Party Casino from December 2, 2019, through July 29, 2023; Gold Fish Casino from December 3, 2019, through June 29, 2023; Hot Shot Casino from May 12, 2020, through June 29, 2023; Quick Hit Slots from January 22, 2020, through June 29, 2023; 88 Fortunes Slots from December 3, 2019, through June 29, 2023; Monopoly Slots from December 3, 2019, through June 29, 2023; Bingo Showdown from August 22, 2019, through June 29, 2023.
- All Class Members will receive benefits from the settlement. Those who do not file an election will receive twenty five percent (25%) 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 five percent (25%) 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 five million dollars. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided in virtual currency.
- Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>
---

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP:// \_\_\_\_\_

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

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

## **BASIC INFORMATION**

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

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

Judge Brian P. Hamilton of the Circuit Court in Franklin County, Alabama is overseeing this class action. The lawsuit is known as \_\_\_\_\_. The people who sued, \_\_\_\_\_, are the “Class Representatives.” The companies that got sued is SciPlay Corporation and SciPlay Games LLC, and both 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 SciPlay violated Alabama, Tennessee, Kentucky, Ohio, New Jersey, and Massachusetts state gambling laws through the sale of virtual chips in the following social casino-style games: Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown (collectively “Applications”). SciPlay 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

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP:// \_\_\_\_\_

<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 August 25, 2022, through [preliminary approval date].

Ohio: any Application from December 16, 2021, through [preliminary approval date].

New Jersey: any Application from December 19, 2021, through [preliminary approval date].

Massachusetts: any Application from July 25, 2022, through [preliminary approval date].

Tennessee: any Application from November 13, 2022, through [preliminary approval date].

Kentucky: Jackpot Party Casino from December 2, 2019, through July 29, 2023; Gold Fish Casino from December 3, 2019, through June 29, 2023; Hot Shot Casino from May 12, 2020, through June 29, 2023; Quick Hit Slots from January 22, 2020, through June 29, 2023; 88 Fortunes Slots from December 3, 2019, through June 29, 2023; Monopoly Slots from December 3, 2019, through June 29, 2023; Bingo Showdown from August 22, 2019, through June 29, 2023.

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

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

## **THE SETTLEMENT BENEFITS**

### **6. What does the settlement provide?**

If approved by the Court, SciPlay will provide twenty five percent (25%) 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 five percent (25%) of the amount spent in the Applications in the foregoing States during the foregoing time periods less platform fees, Administrative Expenses, Attorneys' Fee Award, and Incentive Payments in money transfer rather than virtual currency. The amount paid for a valid and Approved Election may be affected by the number of claims made as the total amount of claims for money payment are subject to an aggregate cap of \$5 million. In the event a claim for money payment is reduced as a result of the cap, such reduction will be provided for in virtual currency.

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP:// \_\_\_\_\_

**7. When will I get my benefits?**

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

**HOW TO FILE A CLAIM****8. Do I have to file an Election?**

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

**9. How do I file an Election?**

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

**REMAINING IN THE SETTLEMENT****10. What am I giving up if I stay in the Settlement Class?**

If the Settlement becomes final, you will give up your right to sue SciPlay 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” SciPlay and certain related parties (collectively, the “Released Parties”), described in the Settlement Agreement. Unless you exclude yourself (see Question 14), you are releasing the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available to Class Members through the website.

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

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

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

**THE LAWYERS REPRESENTING YOU****12. Do I have a lawyer in the case?**

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

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP://\_\_\_\_\_

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

Class Counsel attorneys' fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. The Class Counsel have agreed to limit the amount of fees that they will seek in this action to more than 30% of the settlement. The Court may award less than this amount.

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 \$15,000 as an incentive award.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you will not receive any settlement benefits, but you keep any rights you may have to sue Defendants over the claims in the lawsuit. Specific instructions about how to object to or exclude yourself from the settlement are available at \_\_\_\_\_. To exclude yourself from the settlement, you must email, mail, or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the "\_\_\_\_\_" case. Your letter or request for exclusion must include your (a) name (b) telephone number (c) U.S. Mail address, (d) email address, (e) Player IDs and/or email addresses associated with Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots or Bingo Showdown, and (f) your individual ink-signed signature. You must email or mail your exclusion request no later than [DATE], to:

SciPlay Settlement Administrator

[EMAIL ADDRESS]

[ADDRESS]

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

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

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

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

## **OBJECTING TO THE SETTLEMENT**

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

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

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP://\_\_\_\_\_

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. All written objections and supporting papers must include: (i) all Player ID(s) associated with Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown, (ii) all email address(es) associated with Jackpot Party Casino, Gold Fish Casino, Hot Shot Casino, Quick Hit Slots, 88 Fortunes, Monopoly Slots, or Bingo Showdown, (iii) current telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission). All written objections must be emailed or otherwise delivered to Class Counsel and Defendants' Counsel, and filed with the Court before [DATE].

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

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

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_ [date] in Franklin County, Alabama. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs; and decide whether to approve incentive awards to the Class Representatives of up to \$15,000 each from the Settlement. The Court may award less than these amounts. Class Counsel will be paid from the Settlement Fund in an amount to be determined and awarded by the Court.

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

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

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

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

QUESTIONS? CALL \_\_\_\_\_ TOLL FREE, OR VISIT HTTP:// \_\_\_\_\_

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

## **GETTING MORE INFORMATION**

### **22. Where do I get more information?**

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

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

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

Exhibit E



**IN THE CIRCUIT COURT OF  
FRANKLIN COUNTY, ALABAMA**

Timothy Scornberger, Donovan Roberts, Matthew )  
 Sprinkle, Hope Murnaghan, Luke Whitney, Prince Allah )  
 Beautiful, and Christopher Ebersole, individually and on )  
 behalf of all others similarly situated, )

*Plaintiffs,*

v.

Sciplay Corporation and Sciplay Games, LLC.

*Defendant.*

No. \_\_\_\_\_

**STIPULATED UNDERTAKING RE: UP TO 25% OF ATTORNEYS' FEES AND COSTS**

Defendant SciPlay Corp. and Sciplay Games, LLC ("Defendant"); and D. Frank Davis and Wesley W. Barnett ("Class Counsel") and their law firm Davis & Norris, LLP (together with Class Counsel, "Plaintiffs' Counsel") (collectively, "the Parties"), stipulate and agree as follows:

WHEREAS, Plaintiffs' Counsel desires to give an undertaking (the "Undertaking") for repayment of up to 25% of any award of attorneys' fees and costs approved by the Court (the "Fee Award");

WHEREAS, the Parties agree that this Undertaking is in the interests of all parties and in service of judicial economy and efficiency;

NOW, THEREFORE, Class Counsel, on behalf of themselves and as agents of Davis & Norris, LLP, by making this Undertaking, hereby submit themselves and their law firm, Davis & Norris, LLP, to the jurisdiction of the Circuit Court of Franklin County, Alabama ("the Court") for the purpose of enforcing the provisions of this Undertaking and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and in the Settlement Agreement. Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement. In the event that the Final Judgment is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, in whole or in part, Plaintiffs' Counsel shall, within sixty (60) days of that event, repay to Defendant the full amount of the up to 25% of the Fee Award taken pursuant to this Undertaking.

In the event the Fee Award is vacated, modified, reversed, or rendered void as a result of an appeal, Plaintiffs' Counsel shall within sixty (60) days of that event repay to Defendant the up to 25% of the Fee Award taken pursuant to this Undertaking in the amount vacated or modified.

This Undertaking for up to the 25% amount and all obligations set forth herein shall expire upon finality of all appeals of the Final Judgment.

In the event Plaintiffs' Counsel fails to repay to Defendant any of the Fee Award owed to them pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Plaintiffs' Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Plaintiffs' Counsel for the full amount of the owed Fee Award, attorneys' fees and costs incurred by Defendant in connection with enforcement of this Undertaking, and any other appropriate remedies.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of Davis & Norris, LLP.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic signatures shall be deemed the same as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

Dated: \_\_\_\_\_

By: /s/ \_\_\_\_\_  
 D. Frank Davis  
[fdavis@davisnorris.com](mailto:fdavis@davisnorris.com)  
 Wesley W. Barnett  
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