



AlaFile E-Notice

33-CV-2025-900003.00

Judge: BRIAN P HAMILTON

To: BARNETT WESLEY WARRINGTON
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

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

The following matter was FILED on 8/5/2025 4:29:04 PM

Notice Date: 8/5/2025 4:29:04 PM

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



IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

TIMOTHY SORNBERGER,)
DONOVAN ROBERTS, MATTHEW)
SPRINKLE, HOPE MURNAGHAN,)
CHRISTOPHER EBERSOLE, LUKE)
WHITNEY, and PRINCE ALLAH)
BEAUTIFUL, individually and on)
behalf of all others similarly situated,)

Plaintiffs,)

v.)

Case No. 33-CV-2025-900003.00

SCIPLAY CORPORATION and)
SCIPLAY GAMES, LLC,)

Defendants.)

**ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND PROVIDING FOR NOTICE TO THE CLASS**

Class Counsel has made an application, pursuant to Rule 23(e) of the Alabama Rules of Civil Procedure, for an order preliminarily approving the Settlement of the above-referenced class action (the "Class Action"), in accordance with the Settlement Agreement between Plaintiffs, on behalf of themselves individually and on behalf of the Class and all Class Members, and the Defendants Sciply Corporation and Sciply Games, LLC, dated January 6, 2025 (the "Settlement Agreement"). The Settlement Agreement, together with its attached Exhibits, sets forth the terms and conditions for the Settlement of the Class Action

and for dismissal of the Class Action against the Defendants with prejudice upon satisfaction of the terms and conditions set forth therein.

The Court has read and considered the Settlement Agreement and its attached Exhibits and ORDERS as follows:

1. The Court hereby preliminarily approves the Settlement of the Parties as fair, reasonable, and adequate within the meaning of Ala. R. Civ. P. 23, subject to further consideration at the Fairness Hearing described below.

2. A hearing (the "Fairness Hearing") shall be held before the Court on November 26, at 1:30 p.m., at the Circuit Court of Franklin County, Alabama, 410 N Jackson Ave, Russellville, AL 35653, at which the Court will conduct an inquiry into and consider any and all evidence proffered by Class Counsel, Plaintiffs, and the Class regarding the fairness, reasonableness, and adequacy of the Settlement, address any objections to it, and determine: (a) whether the Settlement of the Class Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Class and should be approved by the Court; (b) whether the proposed relief to the class is fair, reasonable, and adequate; (c) whether Class Counsel's application to the Court for an award of attorneys' fees and expenses in this Class Action (the "Fee and Expense Application") should be granted; (d) whether Plaintiffs' application to the Court for incentive awards for Plaintiffs should be granted; (e) whether the Court

should enter the Final Judgment and Order of Dismissal approving the Settlement as fair, reasonable, and adequate within the meaning of Ala. R. Civ. P. 23 and expressly including, *inter alia*, the release and waiver set forth in the Settlement Agreement; and (f) such other matters as the Court may deem appropriate consistent with the terms of the Settlement Agreement.

3. The Court approves, as to form and content, the Settlement Notices annexed as Exhibits B (Email Notice), C (Mailing Notice), and D (Website) to the Settlement Agreement and finds that the publication, mailing, and distribution of the Settlement Notices substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Rule 23 of the Alabama Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

4. The Court approves the appointment of EisnerAmper to serve as the Settlement Administrator to supervise and administer the dissemination of Settlement Notices, the filing and approval of elections and the disbursement of funds from the Net Settlement Fund as more fully set forth below:

a. *Email and/or U.S. Mail Notice.* Not later than 35 days after entry of Preliminary Approval (“Notice Date,”), the Settlement Administrator shall cause a copy of the email notice version of the approved

Settlement Notice to be emailed to settlement class members for whom a valid email address is available in the Class List. Settlement Administrator is directed to handle any issues with email notices sent as provided in the Settlement Agreement. If no valid email address is in the class list, but a valid U.S. Mailing address is provided in the Class List, the Settlement Administrator shall send Notice substantially in the form provided in the Settlement Agreement and Exhibit C.

b. *Settlement Website.* Not later than 7 days after entry of Preliminary Approval, Settlement Administrator shall create and maintain the settlement website (address of which shall be included in the notice) to enable each Class Member to view relevant documents, including at a minimum the Settlement Notices (including as attachments the Election Form), with appropriate instructions for its use by applicable Class Members, the Settlement Agreement, and the Fee and Expense Application once filed.

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 a reminder email rather than an initial notice.

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

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

5. All Class Members shall be bound by all determinations and judgments in the Class Action concerning the Settlement, whether favorable or unfavorable to the Class, including without limitation the Final Judgment and Order of Dismissal.

6. All distributions from the Net Settlement Fund to Class Members shall be made pursuant to the Settlement Agreement, as finally approved by the Court, to Approved Elections only.

a. Class Members need not take any action to obtain relief in the Class Settlement. If a Class Member decides to file an election form (Exhibit A to the Settlement Agreement), to be valid and approved, the Election Form must include, (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.

b. Unless the Court orders otherwise, each Election Form must be postmarked or submitted on the Settlement Website by or before 56 days after the Notice Date.

c. All Class Members who are not excluded and do not timely file an Election Form, or whose claims are not approved shall receive the benefits as described in 2.1(a)(i) of the Settlement Agreement, and will otherwise be bound by all of the terms of the Settlement Agreement,

including the terms of the Final Judgment and Order of Dismissal to be entered in the Class Action and the releases provided for in the Settlement Agreement, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

7. Any Class Member who does not request exclusion from the Class in accordance with the Class Notice may object and/or appear at the Fairness Hearing, in person or through counsel, at his, her or its own expense, if the Class Member has concerns about or objects to any aspect of the proposed Settlement, the proposed Final Judgment and Order of Dismissal, the Fee and Expense Application, and/or incentive awards. Written objections must be delivered no later than 56 days following the Notice Date and no sooner than 14 days after the fee and incentive request is filed (“Objection/Exclusion Deadline”), and filed with or otherwise received by the Court, and emailed or delivered to Class Counsel and Defendants’ Counsel. Written objections must be personally signed by the Class Member and shall state and 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). Written objections not conforming to the requirements set forth herein shall not be received and considered by the Court, and shall be foreclosed from seeking any review by appeal or other means, and shall be deemed waived and forever barred from making any such objections in the Class Action.

8. 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 as 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.

9. All papers in support of the Fee and Expense Application and/or incentive payments to Plaintiffs shall be filed and served by Class Counsel no later than 41 days after Notice Date and at least 14 days before Objection/Exclusion Deadline. All papers in support of the Settlement shall be filed and served by Class Counsel no later than 14 days after Election Deadline.

10. At the Fairness Hearing, the Court shall determine whether the Settlement, the Fee and Expense Application and the proposed incentive payments

to Plaintiffs should be approved. Any decisions by the Court concerning the Fee and Expense Application, and/or the proposed incentive payments to Plaintiffs shall not affect the validity or finality of the proposed Settlement or Stipulation.

11. Neither the Defendants nor any of the Released Parties shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of the Settlement Administrator or any other person, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise, except as set forth in the Settlement Agreement.

12. All Notice and Administration Costs incurred by the Claims Administrator or any other third party appointed by the Court in connection with the approval or implementation of the Settlement shall be paid from the Settlement Fund in accordance with the Settlement Agreement. If the Court does not approve the Settlement, or it otherwise fails to become effective, neither Plaintiffs nor Class Counsel shall have any obligation to repay any amounts incurred for Notice and Administration Costs.

13. The Defendants have denied wrongdoing and liability in connection with the allegations in the Class Action. As such, nothing in the Settlement Agreement, or the Court's preliminary approval thereof, constitutes an admission by the Defendants as to the merits of the allegations made in the Class Action or

the validity or invalidity of any defenses that could be or have been asserted by the Defendants.

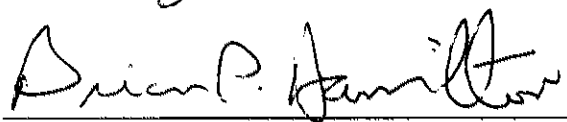
14. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the Class. The Court retains continuing and exclusive jurisdiction over matters relating to the Settlement or the consummation of the Settlement; the validity of the Settlement; the construction and enforcement of the Settlement and any orders entered pursuant thereto; and all other matters pertaining to the Settlement or its implementation and enforcement.

15. All proceedings in the Class Action with respect to the Defendants are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Class Member shall commence or prosecute any action alleging any of the Released Claims against any of the Released Parties.

16. In the event the Settlement is terminated, then the Parties shall be deemed to have reverted to their respective status in the Class Action immediately

prior to the Settlement, and the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered.

DONE and ORDERED this 5th day of August, 2025.



Brian P. Hamilton
Circuit Judge

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CLERK OF COURT
FRANKLIN COUNTY, ALABAMA