

HONORABLE RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

SEAN WILSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

PLAYTIKA LTD, an Israeli limited
company, and CAESARS
INTERACTIVE ENTERTAINMENT,
LLC, a Delaware limited liability
company,

Defendant.

CASE NO. 3:18-cv-05277-RBL

ORDER ON PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

DKT. # 120

THIS MATTER is before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. This case belongs to a group of class actions seeking to recover losses incurred on casino-gaming apps. The parties in several such cases, including this one, have now reached settlement agreements.

Having considered the Motion and supporting papers, the Agreement and the Exhibits attached thereto, the Court issues the following Order:

1. **Settlement Terms.** All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.

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

3 3. **Preliminary Class Findings.** The Court preliminarily finds, for the purposes of
4 settlement only, that this action meets all prerequisites of Rule 23 of the Federal Rules of Civil
5 Procedure, including numerosity, commonality, typicality, predominance, and superiority, and
6 that the Named Plaintiff is an adequate representative of the Settlement Class, defined below,
7 and Class Counsel are adequate to represent the Settlement Class, defined below.

8 4. **Conditional Certification of Settlement Class.** Based on the findings set out in
9 paragraph 3 above, the Court conditionally certifies the following class for settlement purposes
10 only, under Fed. R. Civ. P. 23(a) and (b)(3):

11 all persons who played [Slotomania, House of Fun, Caesars Casino/Caesars Slots,
12 and Vegas Downtown Slots & Words] on or before Preliminary Approval of the
 Settlement while located in the State of Washington.¹

13 *See* Agreement, Dkt. # 121-1, § 1.33.

14 5. **Appointment of Class Representatives.** The Court appoints, for settlement
15 purposes only, Plaintiff Sean Wilson along with David Taylor, Cathy Burdick and Jesse Thibert
16 as Class Representatives.

17 6. **Appointment of Class Counsel.** The Court appoints, for settlement purposes
18 only, Jay Edelson, Rafey S. Balabanian, Todd Logan, Alexander G. Tievsky, and Brandt Silver-
19 Korn of Edelson PC as Class Counsel for the Settlement Class.

20
21 _____
22 ¹ Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action
23 and members of their families, (2) the Defendants, Defendants' subsidiaries, parent companies,
24 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 class, and (4) the legal
representatives, successors or assigns of any such excluded persons.

1 7. **Conditional Nature of Certification of the Settlement Class.** This conditional
2 certification of the Settlement Class is solely for purposes of effectuating the Settlement. If the
3 Effective Date of the Settlement Agreement does not occur, the foregoing conditional
4 certification of the Settlement Class and appointment of Class Representatives and Class Counsel
5 shall be void and of no further effect, and the Parties shall be returned to the status each occupied
6 before entry of this Order without prejudice to any legal argument, position, or privilege that any
7 of the Parties might have asserted but for the Settlement Agreement.

8 8. **Preliminary Findings Regarding Proposed Settlement.** Defendants have
9 agreed to establish a \$38,000,000.00 Settlement Fund from which Settlement Class Members
10 who file a valid claim will be entitled to recover a cash payment, after deducting administrative
11 expenses, any fee award to Class Counsel, and any incentive payments to the Class
12 Representatives. Agreement, Dkt. # 121-1, §§ 1.32, 2.1. No portion of the Settlement Fund will
13 revert to Defendants. As described in detail in the Plan of Allocation, *id.* at Ex. E, the amount of
14 each Settlement Class Member's payment will vary based on the Settlement Class Member's
15 Lifetime Spending Amount (those with higher Lifetime Spending Amounts are eligible to
16 recover a greater percentage back) and overall Settlement Class Member participation levels.

17 As prospective relief, Playtika has agreed to establish a voluntary self-exclusion policy
18 that will allow players to exclude themselves from further gameplay. *See id.* § 2.2. Playtika must
19 also make a link to that policy prominently available within the games, and its customer service
20 representatives will provide the link to players who contact them and reference or seek help for
21 video game behavior disorders. *See id.* Playtika has also agreed to other prospective relief
22 measures, including changes to game mechanics such that when players run out of virtual chips,
23 they won't need to purchase additional chips or wait to receive free additional chips to keep
24

1 playing Defendants' games. *See id.* In exchange for the relief described above, Defendants and
2 other entities, including the Platform Providers Facebook, Apple, Google, Amazon, Microsoft,
3 and Samsung, will be released from all claims raised in these cases relating to the operation of
4 Defendants' social casino games and the sale of virtual chips in those games. *Id.* at § 3.

5 The Agreement further provides that Wilson will seek not more than \$5,000 as an
6 incentive award and the other Class Representatives will seek not more than \$1,000. The Parties
7 have agreed that Class Counsel is entitled to an award of reasonable attorneys' fees and expenses
8 in an amount to be determined by the Court and to be paid from the Settlement Fund. *See id.*
9 § 8.1. However, Class Counsel represents that it will seek not more than 30% of the Settlement
10 Fund in fees, plus expenses.

11 The Court preliminarily finds that the proposed Settlement should be approved as:
12 (a) fair, reasonable, and adequate; (b) the product of serious, informed, arm's-length, and non-
13 collusive negotiations; (c) having no obvious deficiencies; (d) not improperly granting
14 preferential treatment to Class Representatives or segments of the Settlement Class; (e) falling
15 within the range of possible approval; and (f) warranting notice to Settlement Class Members of
16 a Final Approval Hearing, at which evidence may be presented in support of and in opposition to
17 the proposed Settlement.

18 9. **Injunction and Stay.** Pending the final determination of the fairness,
19 reasonableness, and adequacy of the proposed Settlement, all Settlement Class Members are
20 PRELIMINARILY ENJOINED from instituting or commencing any action against Defendants
21 based on the Released Claims, and all proceedings in this action, except those related to approval
22 of the Settlement, are STAYED.

1 10. **Class Notice.** This Court approves the notice plan set forth in the Agreement, *see*
2 Dkt. # 121-1, §§ 4.1, 4.2, and the form and content of the notice to class members as set forth in
3 Exhibits B-D attached to the Agreement. The Court approves the procedure for Settlement Class
4 Members to opt out of, or object to, the Settlement as set forth in the Settlement Agreement
5 Notice. *Id.* at §§ 4.4, 4.5. The Court appoints Heffler Claims Group as the Settlement
6 Administrator.

7 The Court directs the mailing of the Settlement Class Notice by email and/or
8 First-Class U.S. mail to the Settlement Class Members in accordance with the schedule set forth
9 below. The Court finds the dates selected for the mailing and distribution of the Notice, as set
10 forth below, meet the requirements of due process and provide the best notice practicable under
11 the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12 The Court approves the following deadlines:

- 13 A. **Class List:** Defendant shall provide Settlement Class Member contact
14 information to Class Counsel and the Settlement Administrator no later than **30**
15 **days** after the Execution of the Settlement Agreement;
- 16 B. **Website Posting:** The Settlement Administrator shall provide Notice on the
17 settlement website www.playtikasettlement.com no later than **7 days** after entry
18 of this Preliminary Approval Order;
- 19 C. **Notice Date:** The Settlement Administrator shall mail Notice via Email and/or
20 First-Class U.S. Mail no later than **35 days** after entry of this Preliminary
21 Approval Order;

1 D. **Reminder Notice:** The Settlement Administrator shall send Reminder Notice via
2 email no later than **61 days** after entry of this Preliminary Approval Order (i.e., 30
3 days before the Claims Deadline);

4 E. **Claims Deadline:** All claims shall be submitted as set forth in the Agreement no
5 later than **91 days** after entry of this Preliminary Approval Order (i.e., 56 days
6 after the Notice Date); and

7 F. **Objection/Exclusion Deadline:** All written objections to the Agreement and/or
8 requests for exclusion shall be submitted as set forth in the Agreement no later
9 than **91 days** after entry of this Preliminary Approval Order (i.e., 56 days after the
10 Notice Date).

11 11. **Final Approval Hearing.** I will soon be retiring from the federal judiciary and
12 this case will be transferred to a new judge. After transfer, a fairness hearing should be scheduled
13 to determine whether the Agreement warrants final approval. The hearing should determine,
14 among other things:

15 A. whether the Settlement Class should be certified, for settlement purposes, as a
16 class action;

17 B. whether the Class Representatives and Class Counsel have adequately represented
18 the Settlement Class;

19 C. whether the Settlement should be approved as fair, reasonable, and adequate;

20 D. whether the Amended Complaint should be dismissed with prejudice pursuant to
21 the terms of the Settlement;

22 E. whether the Notice and the means of disseminating same pursuant to the
23 Settlement Agreement: (i) are appropriate and reasonable and constituted due,
24

1 adequate, and sufficient notice to all persons entitled to notice; and (ii) meet all
2 applicable requirements of the Federal Rules of Civil Procedure, and any other
3 applicable law;

4 F. whether the application for attorneys' fees and expenses to be filed by Class
5 Counsel should be approved or adjusted;

6 G. whether the proposed disbursement of monetary awards is fair and reasonable and
7 should be approved;

8 H. whether the planned prospective relief should be approved;

9 I. whether the application for Incentive Awards for the Class Representatives should
10 be approved; and

11 J. whether there are any timely and proper objections to the Settlement and/or to the
12 application for attorneys' fees and expenses and/or request for Incentive Awards
13 and how any such objections shall be resolved.

14 **12. Additional Briefing Deadlines:** The Court refrains from setting deadlines for
15 Settlement Class Counsel's briefing in support of their motion for approval of attorney fees and
16 litigation expenses and final approval of Settlement Agreement. These deadlines should be set by
17 the transferee judge in coordination with the Final Approval Hearing.

18 //

19 //

20 //

21 //

22 //

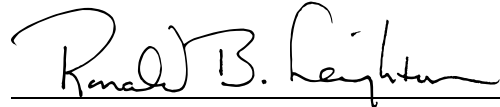
23

24

1 For these reasons, the Court GRANTS Plaintiff's Unopposed Motion for Preliminary
2 Approval of Class Action Settlement.

3 IT IS SO ORDERED.

4
5 Dated this 31st day of August, 2020.

6 
7

8 Ronald B. Leighton
9 United States District Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24