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## CLASS ACTION SETTLEMENT AGREEMENT

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This Class Action Settlement Agreement (the “Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among the Class Representatives (as defined below, including Plaintiff Sean Wilson [“Wilson” or “Plaintiff”]), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendants Playtika, LTD (“Playtika”) and Caesars Interactive Entertainment, LLC (“CIE”) (collectively “Defendants”) (Plaintiff and Defendants are collectively referred to as 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. On April 6, 2018, Wilson filed a putative class action complaint against Playtika and CIE in the United States District Court for the Western District of Washington, Case No. 18-cv-05277.

B. Plaintiff alleges that Defendants’ Applications (as defined below) fall within the definition of an illegal gambling game and that players can recover their losses under Washington law, setting forth claims for violations of RCW 4.24.070 (the “Recovery of Money Lost at Gambling Act” or “RMLGA”), violations of RCW 19.86.010 *et seq.* (the “Washington Consumer Protection Act” or “CPA”) and unjust enrichment, based on Plaintiff’s use of and purchases of virtual items in Defendants’ Applications (as defined below).

C. On July 2, 2019, the Court entered an order staying pleading and discovery dates pertaining to CIE pending determination of Playtika’s motion to dismiss.

D. That same day, Playtika moved to dismiss due to lack of personal jurisdiction and failure to state a claim; or in the alternative to strike certain allegations from the complaint. After full briefing, on November 20, 2018, the district court, with the Honorable Ronald B. Leighton presiding, denied the motion.

1 E. Playtika then answered Plaintiff's complaint on December 21, 2018.

2 F. On January 10, 2019, CIE filed its own motion to dismiss for lack of personal  
3 jurisdiction and failure to state a claim.

4 G. On March 18, 2019, Playtika filed a motion to certify an interlocutory appeal or in  
5 the alternative, for a stay pending appeal in two related cases, *Benson v. Double Down*  
6 *Interactive, LLC*, No. 18-cv-00525-RBL (W.D. Wash.), and *Wilson v. Huuuge, Inc.*, No. 18-cv-  
7 05276 (W.D. Wash.).

8 H. After full briefing, the Court granted Playtika's motion to certify an interlocutory  
9 appeal and for a stay pending appeal in the two related cases on April 26, 2019.

10 I. On December 20, 2019, the Ninth Circuit affirmed the Court's denial of the  
11 defendant's motion to compel arbitration in *Wilson v. Huuuge, Inc.* The Circuit's mandate issued  
12 on January 13, 2020.

13 J. On January 29, 2020, the Ninth Circuit affirmed the Court's denial of the  
14 defendant's motion to compel arbitration in *Benson v. Double Down Interactive, LLC*. The  
15 Circuit's mandate issued on February 20, 2020.

16 K. On March 31, 2020, the Ninth Circuit denied Playtika's motion for an  
17 interlocutory appeal and lifted the stay in the case.

18 L. Around the same time, Playtika joined defendant High 5 Games, LLC ("High 5")  
19 in the related case *Wilson v. High 5 Games, LLC*, No. 18-cv-05275 (W.D. Wash.) in filing a  
20 motion to certify issues with the Washington Supreme Court on March 25, 2020.

21 M. After full briefing, the Court denied Playtika's and High 5's motions to certify on  
22 May 15, 2020.

23 N. Shortly thereafter, the Parties agreed to schedule a mediation session on June 16,  
24 2020, with the Honorable Layn Phillips (ret.) at Phillips ADR to attempt to reach a negotiated  
25 resolution of the Action.

26 O. In the following days, the Parties were in near-daily communication with the  
27 Phillips ADR team and each other, as the Parties sought to crystallize the disputed issues,

1 produce focal information and data, and start narrowing down potential frameworks for  
2 resolution.

3 P. During this period, Defendants provided Plaintiff with several sets of detailed  
4 transactional or volume data for virtual coin purchases made by the Settlement Class; the Parties  
5 submitted briefs to the mediator on the core facts, legal issues, litigation risks, and potential  
6 settlement structures; and the Parties supplemented that briefing with extensive written and  
7 telephonic correspondence, mediated and shuttled by the Phillips ADR team, clarifying each  
8 other's positions in advance of the mediation.

9 Q. Through these substantial pre-mediation efforts, the Parties were able to agree to a  
10 settlement in principle on June 10, 2020.

11 R. Plaintiff and Class Counsel have conducted a comprehensive examination of the  
12 law and facts regarding the claims against Defendants, and the potential defenses available.

13 S. Plaintiff believes that his claim has merit, that he would have ultimately  
14 succeeded in obtaining adversarial certification of the proposed Settlement Class, and prevailed  
15 on the merits at summary judgment or at trial. Nonetheless, Plaintiff and Class Counsel  
16 recognize that Defendants have raised factual and legal claims and defenses that present a risk  
17 that Plaintiff may not prevail on his claim, and/or that the putative class might not be certified.  
18 Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of any  
19 litigation, especially in complex actions, as well as the difficulty and delay inherent in such  
20 litigation. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and  
21 finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and  
22 conditions set forth in this Agreement.

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

1 U. Defendants have at all times denied—and continue to deny—all allegations of  
2 wrongdoing and liability and deny all material allegations in the Action. Specifically, Defendants  
3 deny that the Applications constitute or constituted illegal gambling, and that any aspect of the  
4 Applications’ operation constituted unfair business practices. Defendants are prepared to  
5 continue their vigorous defense. Even so, taking into account the uncertainty and risks inherent  
6 in the motions to dismiss, class certification, summary judgment, and trial, Defendants have  
7 concluded that continuing to defend the Action would be burdensome and expensive. Defendants  
8 have further concluded that it is desirable to settle the Released Claims pursuant to the terms and  
9 conditions set forth in this Agreement to avoid the time, risk, and expense of defending  
10 protracted litigation and to resolve finally and completely the pending and potential claims of  
11 Plaintiff and the Settlement Class.

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

## 18 AGREEMENT

### 19 **1. DEFINITIONS**

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

22 **1.1. “Action”** means the case captioned *Sean Wilson v. Playtika, LTD, et al.*, No. 18-  
23 cv-05277, pending in the United States District Court for the Western District of Washington.

24 **1.2. “Agreement” or “Settlement” or “Settlement Agreement”** means this Class  
25 Action Settlement Agreement.

1           **1.3. “App ID”** means the unique identifier attached to a person who has a Slotomania,  
2 House of Fun, Caesars Casino/Caesars Slots , and Vegas Downtown Slots & Words account  
3 and/or login.

4           **1.4. “Applications”** means Slotomania, , House of Fun, Caesars Casino/Caesars Slots,  
5 and Vegas Downtown Slots & Words.

6           **1.5. “Approved Claim”** means a Claim Form submitted by a Settlement Class  
7 Member that is timely and submitted in accordance with the directions on the Claim Form and  
8 the terms of this Agreement, or is otherwise accepted by the Court or Settlement Administrator  
9 and satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

10           **1.6. “Claim Form”** means the document substantially in the form attached hereto as  
11 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class  
12 Members who wish to file a claim for a Settlement Payment, shall be available in electronic and  
13 paper format. The Claim Form shall request that the Settlement Class Member provide the  
14 following information: (i) full legal name, (ii) List of any and all Application(s) played (iii) App  
15 ID(s) associated with any and all Application(s) account(s), (iv) email address(es) associated  
16 with any and all Application(s) account(s); (v) email addresses associated with Amazon,  
17 Facebook, Apple, Google, Microsoft and/or Samsung accounts from which in-Application  
18 purchases were made; and (vi) current telephone number, U.S. Mail address, and email address.

19           **1.7. “Claims Deadline”** means the date by which all Claim Forms must be  
20 postmarked or submitted on the Settlement Website to be considered timely and shall be fifty-six  
21 (56) days after the Notice Date. The Claims Deadline shall be clearly set forth in the order  
22 preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

23           **1.8. “Class Counsel”** means Jay Edelson, Rafey Balabanian, Todd Logan, Alexander  
24 G. Tievsky, and Brandt Silver-Korn of Edelson PC.

25           **1.9. “Class Representatives”** means Plaintiff, David Taylor, Cathy Burdick, and  
26 Jesse Thibert.

1           **1.10. “Court”** means the United States District Court for the Western District of  
2 Washington, the Honorable Ronald B. Leighton, presiding, or any Judge who shall succeed him  
3 as the Judge assigned to the Action.

4           **1.11. “Defendants”** means Playtika, LTD and Caesars Interactive Entertainment, LLC.

5           **1.12. “Defendants’ Counsel”** means Paul Hastings LLP for Defendant Playtika, and  
6 Mayer Brown LLP for Defendant CIE.

7           **1.13. “Effective Date”** means the date upon which the last (in time) of the following  
8 events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the  
9 Final Judgment, if no appeal is timely filed; (ii) if there is an appeal or appeals, the date of  
10 completion, in a manner that finally affirms and leaves in place the Final Judgment without any  
11 material modification, of all proceedings arising out of the appeal(s) (including, but not limited  
12 to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or  
13 certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent  
14 appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the  
15 final dismissal of any proceeding on certiorari with respect to the Final Judgment. The Effective  
16 Date is further subject to the conditions set forth in Section 9.1.

17           **1.14. “Escrow Account”** means the separate, interest-bearing escrow account to be  
18 established by the Settlement Administrator under terms acceptable to all Parties. The Escrow  
19 Account will be at a depository institution of the Settlement Administrator’s choice (subject to  
20 either party’s reasonable veto) that is insured by the Federal Deposit Insurance Corporation. The  
21 Settlement Amount shall be deposited by Defendants into the Escrow Account consistent with  
22 the provisions in Section 2.1 below, and the money in the Escrow Account shall be invested in  
23 the following types of accounts and/or instruments and no other: (i) demand deposit accounts  
24 and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of  
25 forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall  
26 be paid from the Settlement Fund.

1           **1.15. “Fee Award”** means the amount of attorneys’ fees and reimbursement of  
2 expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

3           **1.16. “Final Approval Hearing”** means the hearing before the Court where the  
4 Plaintiff will request that the Final Judgment be entered by the Court finally approving the  
5 Settlement as fair, reasonable and adequate, and approving any Fee Award and any incentive  
6 awards to the Class Representatives.

7           **1.17. “Final Judgment”** means the final judgment and order to be entered by the Court  
8 approving the Agreement after the Final Approval Hearing.

9           **1.18. “Lifetime Spending Amount”** means the total amount of money a Settlement  
10 Class Member spent within the Applications through and including June 2, 2020.

11           **1.19. “Notice”** means the notice of this Settlement and Final Approval Hearing, which  
12 is to be sent to the Settlement Class substantially in the manner set forth in this Agreement and  
13 approved by the Court, consistent with the requirements of Due Process and Rule 23, and  
14 substantially in the form of Exhibits B, C, and D attached hereto.

15           **1.20. “Net Settlement Fund”** means the Settlement Fund, plus any interest or  
16 investment income earned on the Settlement Fund, less any Fee Award, incentive awards to the  
17 Class Representatives, taxes, and Settlement Administration Expenses.

18           **1.21. “Notice Date”** means the date upon which the Notice set forth in Section 4.1 is  
19 complete, which shall be a date no later than thirty-five (35) days after entry of Preliminary  
20 Approval.

21           **1.22. “Objection/Exclusion Deadline”** means the date by which a written objection to  
22 this Settlement Agreement or a request for exclusion submitted by a member of the Settlement  
23 Class must be postmarked and/or filed with the Court, which shall be designated as a date no  
24 later than fifty-six (56) days following the Notice Date and no sooner than fourteen (14) days  
25 after papers supporting the Fee Award are filed with the Court and posted to the Settlement  
26 Website, or such other date as ordered by the Court.

27           **1.23. “Plaintiff”** means Sean Wilson, the plaintiff in the Action.

1           **1.24. “Platform Provider(s)”** means Amazon, Apple, Facebook, Microsoft, Samsung  
2 and/or Google.

3           **1.25. “PlayerId”** means the unique identifier assigned by a Platform Provider to a  
4 person who has a Platform Provider account and/or login. For avoidance of doubt, PlayerIds are  
5 not assigned/generated by or known to Playtika or CIE.

6           **1.26. “Preliminary Approval”** means the order preliminarily approving the  
7 Settlement, preliminarily certifying the Settlement Class for settlement purposes, preliminarily  
8 appointing Class Counsel and the Class Representatives, and approving the form and manner of  
9 the Notice.

10           **1.27. “Released Claims”** means any and all actual, potential, filed, unfiled, known or  
11 unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims,  
12 demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims,  
13 damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as  
14 defined below), whether in law or in equity, accrued or unaccrued, direct, individual or  
15 representative, of every nature and description whatsoever, whether based on violations of  
16 Washington or other federal, state, local, statutory or common law or any other law, including  
17 the law of any jurisdiction outside the United States, that are or have been alleged or otherwise  
18 raised in the Actions, or that arise out of or relate to facts, transactions, events, matters,  
19 occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to  
20 the operation of the Applications and/or the sale of virtual coins in the Applications, such as  
21 claims that the Applications are illegal gambling, that virtual coins in the Applications are  
22 “things of value”, or that aspects of the Applications are deceptive or unfair, against the Released  
23 Parties, or any of them. For the avoidance of doubt, this release includes (1) claims potentially  
24 subject to arbitration agreements; and (2) claims for amounts spent on in-Application purchases  
25 that are attributable to Platform Provider fees.

26           **1.28. “Released Parties”** means each Defendant, and their present or former  
27 administrators, predecessors, successors, assigns, parents, subsidiaries, affiliates, holding



1 companies, investors, divisions, employees, agents, representatives, consultants, independent  
2 contractors, service providers, vendors, directors, managing directors, officers, partners,  
3 principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment  
4 bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders,  
5 auditors, and investment advisors, including but not limited to all Platform Providers.

6 **1.29. “Releasing Parties”** means Plaintiff and other Settlement Class Members and  
7 their respective past, present and future heirs, children, spouses, beneficiaries, conservators,  
8 executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers,  
9 attorneys, accountants, financial and other advisors, investment bankers, underwriters, and  
10 lenders, and any other representatives of any of these persons and entities.

11 **1.30. “Settlement Administration Expenses”** means (i) the expenses incurred by the  
12 Settlement Administrator in providing Notice, processing claims, responding to inquiries from  
13 members of the Settlement Class, distributing funds for Approved Claims, and related services,  
14 and (ii) the fees and expenses of any Settlement Special Master the Court may appoint, if  
15 applicable.

16 **1.31. “Settlement Administrator”** means Heffler Claims Group, subject to approval of  
17 the Court, which will administer the Notice and Settlement Website, process Approved Claims  
18 and distribute Settlement Payments to Settlement Class Members as set forth in this Agreement.

19 **1.32. “Settlement Amount”** means the amount of thirty-eight million dollars  
20 (\$38,000,000.00) to be deposited by Defendants into the Escrow Account consistent with the  
21 provisions set forth in Section 2.1 below. The Settlement Amount represents the total extent of  
22 Defendants’ monetary obligations under this Agreement. In no event shall Defendants’ total  
23 monetary obligation with respect to this Agreement exceed or be less than thirty-eight million  
24 dollars (\$38,000,000.00).

25 **1.33. “Settlement Class”** means all persons who played the Applications on or before  
26 preliminary approval of the settlement while located in the state of Washington. Excluded from  
27 the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their

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

6 **1.34. "Settlement Class Member"** means any person who falls within the definition of  
7 the Settlement Class and who does not submit a valid request for exclusion from the Settlement  
8 Class.

9 **1.35. "Settlement Fund"** means the non-reversionary cash fund that shall be  
10 established by Defendants in the total amount of the Settlement Amount, plus all interest earned  
11 thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims  
12 made by Settlement Class Members, Settlement Administration Expenses, any incentive award  
13 to the Class Representatives, taxes, and any Fee Award to Class Counsel. The Settlement Fund  
14 shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to  
15 access said funds until such time as the above-listed payments are made. The Settlement  
16 Administrator shall be responsible for all tax filings with respect to any earnings on the amounts  
17 in the Settlement Fund and the payment of all taxes that may be due on such earnings.

18 **1.36. "Settlement Payment(s)"** means the payments from the Net Settlement Fund to  
19 be made to Settlement Class Members with Approved Claims according to the plan of allocation  
20 attached as Exhibit E (the "Plan of Allocation").

21 **1.37. "Settlement Website"** means the website to be created, launched, and maintained  
22 by the Settlement Administrator which shall allow for the electronic submission of Claim Forms  
23 and shall provide access to relevant case documents including the Notice, information about the  
24 submission of Claim Forms and other relevant documents. The Settlement Website shall also  
25 advise the Settlement Class of the total value of the Settlement Fund and give Settlement Class  
26 Members the ability to estimate their Settlement Payment. The Settlement Website shall remain  
27 accessible until at least thirty (30) days after the Effective Date.

1           **1.38. “Unknown Claims”** means claims that could have been raised in the Action and  
2 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him  
3 or her, might affect his or her agreement to release the Released Parties or the Released Claims  
4 or might affect his or her decision to agree, object or not to object to the Settlement, or to seek  
5 exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be  
6 deemed to have, and shall have, expressly waived and relinquished, to the fullest extent  
7 permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code (if  
8 applicable), which provides as follows:

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

13 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have,  
14 waived any and all provisions, rights, and benefits conferred by any law of any state or territory  
15 of the United States, or principle of common law, or the law of any jurisdiction outside of the  
16 United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code.  
17 The Releasing Parties acknowledge that they may discover facts in addition to or different from  
18 those that they now know or believe to be true with respect to the subject matter of this release,  
19 but that it is their intention to finally and forever settle and release the Released Claims,  
20 notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

21           **1.39. “UserID”** means the unique identifier assigned to a person who has registered an  
22 account with an Application.

## 23 **2. SETTLEMENT RELIEF**

### 24 **2.1. Monetary Compensation.**

25           (a) Defendants shall pay or cause to be paid into the Escrow Account the full  
26 Settlement Amount (\$38,000,000.00) within fourteen (14) calendar days after the entry of Final  
27 Approval, as follows: Defendant Playtika shall be responsible for remitting, and shall remit,

1 \$37,600,000.00 of that amount, and Defendant CIE shall be responsible for remitting, and shall  
2 remit, \$400,000.00 of that amount.

3 (b) Settlement Class Members shall have until the Claims Deadline to submit  
4 a Claim Form. Each Settlement Class Member with an Approved Claim shall be entitled to a  
5 Settlement Payment from the Net Settlement Fund.

6 (c) The Settlement Payment will be determined according to the Plan of  
7 Allocation attached as Exhibit E.

8 (d) If the total Approved Claims do not exhaust the Net Settlement Fund  
9 under the baseline marginal recovery percentages in the Plan of Allocation, the marginal  
10 recovery percentages will be increased pro rata so that the Settlement Payments will exhaust or  
11 leave only *de minimis* funds in the Net Settlement Fund.

12 (e) Within sixty (60) days after the Effective Date, or such other date as the  
13 Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved  
14 Claims by check or electronic payment.

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

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

21 (h) To the extent that a check issued to a Settlement Class Member is not  
22 cashed within ninety (90) calendar days after the date of issuance or an electronic deposit is  
23 unable to be processed within ninety (90) calendar days after the first attempt, such funds shall  
24 remain in the Net Settlement Fund and shall be apportioned pro rata to participating Settlement  
25 Class Members in a second distribution, if practicable, subject to the provisions set forth in  
26 paragraph (f) above. To the extent that any second distribution is impracticable or would violate  
27 the provisions set forth in paragraph (f) above, or that any second-distribution funds remain in

1 the Net Settlement Fund after an additional ninety (90) calendar days, such funds shall revert to  
2 the Legal Foundation of Washington, as approved by the Court.

3 (i) No amount paid by Defendants into the Escrow Account shall revert to  
4 Defendants unless the Settlement is terminated in accordance with Sections 4.6 or 7.1. In no  
5 event shall any such amount be paid to Class Counsel except for the amount of any approved  
6 Fee Award.

7 **2.2. Prospective Measures.** Defendants shall take the following steps in connection  
8 with this Settlement within one-hundred twenty (120) days after an order granting Preliminary  
9 Approval:

10 (a) Playtika will place resources relating to video game behavior disorders within the  
11 Applications. Within the self-service resources available to players, Playtika shall add an  
12 additional button or link with labeling referring to video game behavior disorder resources. This  
13 link or button shall be similarly prominent to other links or buttons within the self-service  
14 resources. When clicked, the link or button will take players to a webpage that (1) encourages  
15 responsible gameplay; (2) describes what video game behavior disorders are; (3) provides or  
16 links to resources relating to video game behavior disorders; and (4) includes a link to Playtika's  
17 self-exclusion policy. Playtika will implement a policy, and will make commercially reasonable  
18 efforts to enforce that policy, such that Customer service representatives will provide the same  
19 information to any player who contacts them and references or seeks assistance for such video  
20 game behavior disorders, and will face no adverse employment consequences for providing  
21 players with this information.

22 (b) Playtika shall publish on its website a voluntary self-exclusion policy. That policy  
23 shall provide that, when a player self-excludes by specifying the player's UserID(s), Playtika  
24 shall use commercially reasonable efforts to ban the account(s) associated with those UserID(s).  
25 Playtika shall retain discretion as to the particular method by which players may self-exclude; for  
26 example, Playtika may permit players to self-exclude by contacting Playtika Customer Support,  
27 completing a form on Playtika's website, or any other reasonably accessible means, and may

1 require appropriate measures of identity verification as part of a request. Playtika shall use  
2 commercially reasonable efforts to prevent any use of the Application specified by the player,  
3 including by creation of a new Application account, from any device ID determined by Playtika,  
4 using commercially reasonable efforts, to be associated with the excluded account. After a self-  
5 exclusion request is responded to in full by Playtika, Playtika shall not remove these restrictions  
6 for a period of at least one year. Beginning one year after the self-exclusion request is responded  
7 to in full by Playtika, Playtika may choose to honor a player's request to reinstate the player's  
8 account. Playtika shall not automatically reinstate self-excluded accounts. Playtika shall make no  
9 attempt knowingly to communicate with a player who has requested self-exclusion except in  
10 response to a direct inquiry from the player.

11 (c) The Parties recognize and agree that, after and as a result of the commencement of the  
12 Action, Playtika already has implemented a change to the game mechanics for the Applications.  
13 The change ensures that players who run out of sufficient virtual coins to continue to play slot  
14 games in the Application they are playing are able to continue to play slot games within the  
15 Application they are playing without needing to purchase additional virtual coins or to wait until  
16 they would have otherwise received free additional virtual coins in the ordinary course.  
17 Specifically, players who run out of virtual coins are able to continue to play at least one slot  
18 game within the Application they are playing.

### 19 **3. RELEASES**

20 **3.1.** The obligations incurred pursuant to this Settlement Agreement shall be a full and  
21 final disposition of the Action and any and all Released Claims, as against all Released Parties.

22 **3.2.** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed  
23 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,  
24 relinquished, and discharged all Released Claims against the Released Parties, and each of them.

25 **3.3.** Upon the Effective Date, the Released Parties, and each of them, further shall by  
26 operation of the Final Judgment have, fully, finally, and forever released, relinquished, and  
27 discharged all claims against Plaintiff, the Settlement Class, and Class Counsel that arise out of

1 or relate in any way to the commencement, prosecution, settlement or resolution of the Action,  
2 except for claims to enforce the terms of the Settlement.

3       **3.4.** Plaintiff and all other Settlement Class Members further stipulate that, with the  
4 changes delineated in Sections 2.2(a)-2.2(c), virtual coins in the Applications are gameplay  
5 enhancements, not “things of value” as defined by RCW 9.46.0285. As long as those prospective  
6 measures remain implemented in the Applications as described, all Settlement Class Members  
7 are estopped from contending that virtual coins in the Applications are “things of value” under  
8 current Washington law or that aspects of the Applications at issue in these cases render the  
9 Applications deceptive or unfair under Washington law.

10  
11 **4. NOTICE**

12       **4.1. Class List.** To effectuate the Notice Plan, within thirty (30) calendar days after  
13 the execution of this Settlement Agreement:

14           (a) Defendants shall provide Class Counsel and the Settlement Administrator  
15 all Settlement Class Member contact information reasonably available to Defendants, including  
16 names, phone numbers, email addresses, and mailing addresses. To the extent reasonably  
17 available to Defendants, for each UserID with a Lifetime Spending Amount greater than zero,  
18 Defendants shall further provide the UserID’s Lifetime Spending Amount.

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

22           (c) Class Counsel and Defendants’ Counsel shall cooperate to work with the  
23 Platform Providers to obtain all contact information in the Platform Providers’ possession,  
24 including all names, usernames/PlayerIds, phone numbers, email addresses, and mailing  
25 addresses, of all persons in the Settlement Class with a Lifetime Spending Amount greater than  
26 zero.

1 (d) Class Counsel and Defendants' counsel shall cooperate to work with the  
2 Platform Providers to obtain all Lifetime Spending Amounts greater than zero for each  
3 username/PlayerId associated with a Settlement Class Member whose contact information is  
4 obtained pursuant to Section 4.1(c).

5 (e) Class Counsel and Defendants' Counsel shall provide all information  
6 obtained through Sections 4.1(c)-(d) to the Settlement Administrator.

7 (f) The Settlement Administrator will use the information obtained through  
8 Sections 4.1(a)-(e) to create the "Class List." The Settlement Administrator shall keep the Class  
9 List and all personal information obtained therefrom, including the identity, mailing, and e-mail  
10 addresses of all persons, strictly confidential. To prepare the Class List for potential Settlement  
11 Payments, the Settlement Administrator will (1) *first*, attach to each unique and identifiable  
12 person all of his/her associated Applications accounts (*e.g.*, by UserIDs), (2) *second*, use Claim  
13 Forms to supplement, amend, verify, adjust, and audit the foregoing data, as necessary, (3) *third*,  
14 calculate the total Lifetime Spending Amount for each unique and identifiable person, and (4)  
15 *fourth*, categorize each unique and identifiable person according to the appropriate Lifetime  
16 Spending Amount levels identified in the Plan of Allocation. The Class List may not be used by  
17 the Settlement Administrator for any purpose other than advising specific individual Settlement  
18 Class Members of their rights, distributing Settlement Payments, and otherwise effectuating the  
19 terms of the Settlement Agreement or the duties arising thereunder, including the provision of  
20 Notice of the Settlement.

21 **4.2. Notice Plan.** The Notice Plan shall consist of the following:

22 (a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date,  
23 the Settlement Administrator shall send Notice via email substantially in the form attached as  
24 Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for  
25 whom a valid email address is available in the Class List. In the event transmission of email  
26 notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable:  
27 correct any issues that may have caused the "bounce-back" to occur and make a second attempt



1 to re-send the email notice, and (ii) send Notice substantially in the form attached as Exhibit C  
2 via First Class U.S. Mail provided an associated U.S. Mail address is contained in the Class List.  
3 The Settlement Administrator shall also send Notice substantially in the form attached as Exhibit  
4 C via First Class U.S. Mail to all Settlement Class Members with a Lifetime Spending Amount  
5 greater than \$100.00 provided an associated U.S. Mail address is contained in the Class List.

6 (b) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, the  
7 Settlement Administrator shall again send Notice via email substantially in the form attached as  
8 Exhibit C, along with an electronic link to the Claim Form, to all Settlement Class Members for  
9 whom a valid email address is available in the Class List.

10 (c) *Settlement Website.* Within seven (7) days after Preliminary Approval,  
11 Notice shall be provided on a website at [www.playtikasettlement.com](http://www.playtikasettlement.com) which shall be  
12 administered and maintained by the Settlement Administrator and shall include the ability to file  
13 Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the  
14 form of Exhibit D hereto. The Settlement Website shall also advise the Settlement Class of the  
15 total value of the Settlement Fund and provide Settlement Class Members the ability to  
16 approximate their Settlement Payment.

17 (d) *Digital Publication Notice.* The Settlement Administrator will supplement  
18 the direct notice program with a digital publication notice program that will deliver more than  
19 ten million (10,000,000) impressions to likely Settlement Class Members. The digital publication  
20 notice campaign will be targeted, to the extent reasonably possible, to the state of Washington,  
21 will run for at least one month and will contain active hyperlinks to the Settlement Website. The  
22 final digital notice advertisements, and the overall digital publication notice program to be used,  
23 shall be subject to the final approval of Defendants, which approval shall not be unreasonably  
24 withheld.

25 (e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days  
26 after the Agreement is filed with the Court, Defendants shall cause the Settlement Administrator  
27

1 to cause to be served upon the Attorney General of the United States and all appropriate State  
2 officials notice of the proposed settlement as required by law.

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

7 **4.3.** The Notice shall advise the Settlement Class of their rights under the Settlement,  
8 including the right to be excluded from or object to the Settlement or its terms. The Notice shall  
9 specify that any objection to the Settlement Agreement, and any papers submitted in support of  
10 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or  
11 before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the  
12 Class Member making the objection files notice of an intention to do so and at the same time (a)  
13 files copies of such papers he or she proposes to be submitted at the Final Approval Hearing. An  
14 unrepresented Class Member may submit such papers to the Clerk of the Court or through the  
15 Court's CM/ECF system. A Class Member represented by counsel *must* timely file any objection  
16 through the Court's CM/ECF system.

17 **4.4. Right to Object or Comment.** Any Settlement Class Member who intends to  
18 object to this Settlement must present the objection in writing, which must be personally signed  
19 by the objector and must include: (i) any App ID(s), (ii) any email address(es) associated with  
20 the use of the Applications, (iii) current contact telephone number, U.S. Mail address, and email  
21 address, (iv) the specific grounds for the objection, (v) all documents or writings that the  
22 Settlement Class Member desires the Court to consider, (vi) the name and contact information of  
23 any and all attorneys representing, advising, or in any way assisting the objector in connection  
24 with the preparation or submission of the objection or who may profit from the pursuit of the  
25 objection, and (vii) a statement indicating whether the objector intends to appear at the Final  
26 Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro*  
27 *hac vice* admission). All written objections must be filed with or otherwise received by the

1 Court, and e-mailed or delivered to Class Counsel and Defendants' Counsel, no later than the  
2 Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a  
3 written objection with the Court and notice of his or her intent to appear at the Final Approval  
4 Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the  
5 same time provide copies to designated counsel for the Parties, shall not be permitted to object to  
6 this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from  
7 seeking any review of this Settlement by appeal or other means and shall be deemed to have  
8 waived his or her objections and be forever barred from making any such objections in the  
9 Action or any other action or proceeding.

10 **4.5. Right to Request Exclusion.** Any Settlement Class Member may request to be  
11 excluded from the Settlement Class by sending a written request that is received on or before the  
12 Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the  
13 right to be excluded, a person in the Settlement Class must timely send a written request for  
14 exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case  
15 name, "*Sean Wilson v. Playtika, LTD, et al.*, No. 18-cv-05277 (W.D. Wash.)," or in some  
16 substantially similar, reasonably identifiable fashion, (iii) states the individual's App ID and  
17 email addresses associated with the Applications, (iv) states the individual's current contact  
18 telephone number, U.S. Mail address, and email address, (v) is physically signed by the  
19 individual seeking exclusion, and (vi) contains a statement to the effect that "I/We hereby  
20 request to be excluded from the proposed Settlement Class." In light of the COVID-19  
21 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive  
22 exclusion requests electronically. A request for exclusion that does not include all of the  
23 foregoing information, that is sent to an address other than that designated in the Notice, or that  
24 is not received within the time specified, shall be invalid and the individual serving such a  
25 request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement  
26 Class Member by this Settlement Agreement, if approved by the Court. Any person who timely  
27 and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any

1 orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement,  
2 (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this  
3 Agreement. No person may request to be excluded from the Settlement Class through “mass” or  
4 “class” opt-outs.

5 **4.6.** If the amount of the Base Payment Amounts, as defined in the Plan of Allocation,  
6 of persons in the Settlement Class who request exclusion exceeds 5% of the Settlement Fund,  
7 then any Party to this Settlement Agreement may notify the other parties in writing that they  
8 have elected to terminate this Settlement Agreement. Such notification of intent to terminate the  
9 Settlement Agreement must be provided a minimum of seven (7) calendar days before the filing  
10 deadline for the motion seeking Final Approval. If this Settlement Agreement is terminated, it  
11 will be deemed null and void ab initio.

## 12 **5. CLAIMS PROCESS AND SETTLEMENT ADMINISTRATION**

13 **5.1.** The Settlement Administrator shall, under the supervision of the Court, administer  
14 the relief provided by this Settlement Agreement by processing Claim Forms in a rational,  
15 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain  
16 reasonably detailed records of its activities under this Agreement. The Settlement Administrator  
17 shall maintain all such records as are required by applicable law in accordance with its normal  
18 business practices and such records will be made available to Class Counsel and Defendants’  
19 Counsel upon request. The Settlement Administrator shall also provide reports and other  
20 information to the Court as the Court may require. The Settlement Administrator shall provide  
21 Class Counsel and Defendants’ Counsel with information concerning Notice, administration, and  
22 implementation of the Settlement Agreement. Should the Court request, the Parties shall submit  
23 a timely report to the Court summarizing the work performed by the Settlement Administrator,  
24 including a post-distribution accounting of all amounts from the Settlement Fund paid to  
25 Settlement Class Members, the number and value of checks not cashed, the number and value of  
26 electronic payments unprocessed, and the amount distributed to any *cy pres* recipient. Without  
27 limiting the foregoing, the Settlement Administrator shall:

1 (a) Receive requests to be excluded from the Settlement Class and promptly  
2 provide Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator  
3 receives any exclusion forms after the deadline for the submission of such forms, the Settlement  
4 Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

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

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

11 **5.2.** The Settlement Administrator shall distribute Settlement Payments according to  
12 the provisions enumerated in Section 2.1.

13 **5.3.** The Settlement Administrator shall be obliged to employ reasonable procedures to  
14 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or  
15 fraud, including by cross-referencing Approved Claims with the Class List. The Settlement  
16 Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is  
17 an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on  
18 the Claim Form or the terms of this Agreement, or (b) provide full and complete information as  
19 requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims  
20 Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall  
21 give such person reasonable opportunity to provide any requested missing information, which  
22 information must be received by the Settlement Administrator no later than twenty-eight (28)  
23 calendar days after the Claims Deadline. In the event the Settlement Administrator receives such  
24 information more than twenty-eight (28) calendar days after the Claims Deadline, then any such  
25 claim shall be denied. The Settlement Administrator may contact any person who has submitted  
26 a Claim Form to obtain additional information necessary to verify the Claim Form.

27

1           **5.4.** Class Counsel and Defendants' Counsel shall both have the right to challenge the  
2 Settlement Administrator's acceptance or rejection of any particular Claim Form *or* the amount  
3 proposed to be paid on account of any particular Settlement Class Member's claim. The  
4 Settlement Administrator shall follow any joint decisions of Class Counsel and Defendants'  
5 Counsel as to the validity or amount of any disputed claim. Where Class Counsel and  
6 Defendants' Counsel disagree, the Settlement Administrator will finally resolve the dispute and  
7 the claim will be treated in the manner designated by the Settlement Administrator.

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

9           **6.1.** Promptly after execution of this Agreement, Class Counsel shall move the Court  
10 to enter an order preliminarily approving the Settlement, and attach this Agreement as an exhibit  
11 to the motion. The proposed preliminary approval order shall include, among other provisions, a  
12 request that the Court:

13                   (a) preliminarily appoint Plaintiff, David Taylor, Cathy Burdick, and Jesse  
14 Thibert as Class Representatives of the Settlement Class;

15                   (b) preliminarily appoint Class Counsel to represent the Settlement Class;

16                   (c) preliminarily certify the Settlement Class under Fed. R. Civ. P. 23 for  
17 settlement purposes only;

18                   (d) preliminarily approve this Agreement for purposes of disseminating  
19 Notice to the Settlement Class;

20                   (e) approve the form and contents of the Notice and the method of its  
21 dissemination to the Settlement Class; and

22                   (f) schedule a Final Approval Hearing to review comments and/or objections  
23 regarding the Settlement, to consider its fairness, reasonableness and adequacy, to consider the  
24 application for any Fee Award and incentive awards to the Class Representatives, and to  
25 consider whether the Court shall issue a Final Judgment approving this Agreement and  
26 dismissing the Action with prejudice.  
27

1           **6.2. Final Approval Order.** After Notice is given, and no earlier than 21 days  
2 following the Claims Deadline, Class Counsel shall move the Court for final approval and entry  
3 of a Final Judgment, which shall include, among other a provisions, a request that the Court:

4           (a) find that the Court has personal jurisdiction over all Settlement Class  
5 Members and Defendants for settlement purposes only and that the Court has subject matter  
6 jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

7           (b) approve the Settlement Agreement and the proposed settlement as fair,  
8 reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct  
9 the Parties and their counsel to implement and consummate the Settlement Agreement according  
10 to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res  
11 judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained  
12 by or on behalf of Plaintiff and the Releasing Parties with respect to the Released Claims;

13           (c) find that the Notice implemented pursuant to the Agreement (i) constitutes  
14 the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably  
15 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
16 Action, their right to object to the Settlement or exclude themselves from the Settlement Class,  
17 and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate,  
18 and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable  
19 requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United  
20 States Constitution, and the rules of the Court;

21           (d) find that the Class Representatives and Class Counsel adequately represent  
22 the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

23           (e) dismiss the Action (including all individual claims and class claims  
24 presented thereby) on the merits and with prejudice, without fees or costs to any party except as  
25 provided in the Settlement Agreement;

1 (f) incorporate the Releases set forth above, make the Releases effective as of  
2 the Effective Date, and forever discharge the Released Parties from the Released Claims as set  
3 forth herein;

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

8 (h) without affecting the finality of the Final Judgment for purposes of appeal,  
9 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and  
10 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary  
11 purpose.

12 **6.3.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable  
13 actions and steps in order to accomplish these required events on the schedule set by the Court,  
14 subject to the terms of this Settlement Agreement.

## 15 **7. TERMINATION**

16 **7.1.** Subject to Sections 9.1-9.3 below, and in addition to the rights described in  
17 Section 4.6 above, the Parties to this Settlement Agreement shall have the right to terminate this  
18 Agreement by providing written notice of the election to do so (“Termination Notice”) to all  
19 other Parties hereto within twenty-one (21) calendar days of any of the following events: (i) the  
20 Court’s refusal to grant Preliminary Approval of this Agreement; (ii) the Court’s refusal to grant  
21 final approval of this Agreement; (iii) the Court’s refusal to enter the Final Judgment in the  
22 Action; (iv) the date upon which the Final Judgment is modified or reversed in any material  
23 respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative  
24 Judgment, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material  
25 respect by the Court of Appeals or the Supreme Court.

## 26 **8. INCENTIVE AWARD AND CLASS COUNSEL’S ATTORNEYS’ FEES AND** 27 **REIMBURSEMENT OF EXPENSES**



1           **8.1. The Fee Award.** Pursuant to Fed. R. Civ. P. 23(h), Defendants agree that Class  
2 Counsel shall be entitled to an award of reasonable attorneys' fees and costs out of the  
3 Settlement Fund in an amount determined by the Court as the Fee Award. Without the Parties  
4 having discussed the issue of the amount of attorneys' fees at any point in their negotiations, and  
5 with no consideration given or received, Class Counsel will limit its petition for attorneys' fees  
6 to no more than thirty percent (30%) of the Settlement Fund, plus reimbursement of expenses.  
7 Payment of any Fee Award shall be made from the Settlement Fund and should Class Counsel  
8 seek or be awarded less than this amount, the difference in the amount sought and/or the amount  
9 ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund for  
10 distribution to eligible Settlement Class Members.

11           **8.2.** The Fee Award shall be payable from the Settlement Fund within fourteen (14)  
12 business days after entry of the Court's Final Judgment, subject to Class Counsel executing the  
13 Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking"), attached hereto as  
14 Exhibit E, and providing all payment routing information and tax I.D. numbers for Class  
15 Counsel. Payment of the Fee Award shall be made by wire transfer to Class Counsel in  
16 accordance with wire instructions to be provided to the Escrow Account agent, after completion  
17 of necessary forms, including but not necessarily limited to W-9 forms. Additionally, should any  
18 party to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist  
19 prior to the final payment to Settlement Class Members, that party shall execute a new  
20 undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.  
21 All obligations set forth in this paragraph shall expire upon the Effective Date.

22           **8.3. Incentive Awards.** Class Counsel intend to file a motion for Court approval of  
23 incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition  
24 to any funds the Class Representative stands to otherwise receive from the Settlement. With no  
25 consideration having been given or received for these limitations, Sean Wilson will seek no more  
26 than \$5,000 as an incentive award, and no other Class Representative will seek more than \$1,000  
27 as an incentive award. Plaintiff shall provide Defendants a reasonable opportunity to review any

1 incentive award petitions, and shall consider any comments in good faith, before filing.

2 Defendants explicitly reserve their right to challenge any incentive award petition.

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

5 **9.1.** Consistent with Section 1.11, the Effective Date shall not occur unless and until  
6 each of the following events occurs and shall be the date upon which the last (in time) of the  
7 following events occurs:

8 (a) The Parties have executed this Agreement;

9 (b) The Court has granted Preliminary Approval;

10 (c) The Court has entered an order finally approving the Agreement,  
11 following Notice to the Settlement Class and a Final Approval Hearing, as provided in the  
12 Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent  
13 with this Agreement in all material respects, and such Final Judgment or other judgment  
14 consistent with this Agreement in all material respects has become final and non-appealable;

15 (d) Defendants have funded the Settlement Fund; and

16 (e) In the event that the Court enters an order and final judgment in a form  
17 other than that provided above (“Alternative Judgment”) to which the Parties have consented,  
18 such Alternative Judgment has become final and non-appealable.

19 **9.2.** If some or all of the conditions specified in Section 9.1 are not met, or in the event  
20 that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is  
21 terminated or fails to become effective in accordance with its terms, then this Settlement  
22 Agreement shall be canceled and terminated in accordance with Section 7.1 unless Class Counsel  
23 and Defendants’ Counsel mutually agree in writing to proceed with this Agreement. If any Party  
24 is in material breach of the terms hereof, any other Party, provided that it is in substantial  
25 compliance with the terms of this Agreement, may terminate this Agreement on notice to all of  
26 the Parties. Notwithstanding anything herein, the Parties agree that the Court’s failure to  
27 approve, in whole or in part, the attorneys’ fees payment to Class Counsel and/or incentive

1 awards to the Class Representatives set forth in Section 8 above shall not prevent the Agreement  
2 from becoming effective, nor shall it be grounds for termination.

3 **9.3.** If this Settlement Agreement is terminated or fails to become effective for the  
4 reasons set forth above, the Parties shall be restored to their respective positions as of the date of  
5 the signing of this Agreement. In such event, any Final Judgment or other order entered by the  
6 Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc,  
7 and the Parties shall be returned to the status quo ante as if this Settlement Agreement had never  
8 been entered into.

9 **9.4.** In the event the Settlement is terminated or fails to become effective for any  
10 reason, the Settlement Fund, together with any earnings thereon at the same rate as earned by the  
11 Settlement Fund, less any taxes paid or due, less Settlement Administrative Expenses actually  
12 incurred and paid or payable from the Settlement Fund, shall be returned to Defendants within  
13 thirty (30) calendar days after written notification of such event in accordance with instructions  
14 provided by Defendants' Counsel to Class Counsel. At the request of Defendants' Counsel, Class  
15 Counsel or their designees shall apply for any tax refund owed on the amounts in the Settlement  
16 Fund and pay the proceeds, after any deduction of any fees or expenses incurred in connection  
17 with such application(s), of such refund to Defendants or as otherwise directed.

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

19 **10.1.** Except as otherwise agreed by Class Counsel and Defendants' Counsel in writing  
20 and/or as required by legal disclosure obligations, all terms of this Agreement will remain  
21 confidential and subject to Rule 408 of the Federal Rules of Evidence until presented to the  
22 Court along with Plaintiff's motion for preliminary approval.

23 **10.2.** The Parties agree that, aside from communications to the Court or Settlement  
24 Class Members and Notices prescribed in this Agreement, and to the extent consistent with Class  
25 Counsels' duties to the Class, neither Party shall make any public statement concerning the  
26 Action or the Settlement other than to note that a settlement has been reached and to describe the  
27 terms of the Settlement without any further characterization, absent consent of the other Parties.

1 For the avoidance of doubt, nothing about this agreement shall interfere or shall be construed to  
2 interfere with Class Counsels' duties to the Class. .

3 **11. MISCELLANEOUS PROVISIONS.**

4 **11.1.** The Parties (a) acknowledge that it is their intent to consummate this Settlement  
5 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to  
6 the extent reasonably necessary to effectuate and implement all terms and conditions of this  
7 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and  
8 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through  
9 any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another  
10 in seeking Preliminary Approval, and entry of the Final Judgment, and promptly to agree upon  
11 and execute all such other documentation as may be reasonably required to obtain final approval  
12 of the Agreement.

13 **11.2.** The Parties intend this Settlement Agreement to be a final and complete  
14 resolution of all disputes between them with respect to the Released Claims by the Class  
15 Representatives, the Settlement Class Members, and each or any of them, on the one hand,  
16 against the Released Parties, and each or any of the Released Parties, on the other hand.  
17 Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff  
18 or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

19 **11.3.** Each signatory to this Agreement warrants (a) that he, she, or it has all requisite  
20 power and authority to execute, deliver and perform this Settlement Agreement and to  
21 consummate the transactions contemplated herein, (b) that the execution, delivery and  
22 performance of this Settlement Agreement and the consummation by it of the actions  
23 contemplated herein have been duly authorized by all necessary corporate action on the part of  
24 each signatory, and (c) that this Settlement Agreement has been duly and validly executed and  
25 delivered by each signatory and constitutes its legal, valid and binding obligation.

26 **11.4.** The Parties have relied upon the advice and representation of counsel, selected by  
27 them, concerning the claims hereby released. The Parties have read and understand fully this

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

3 **11.5.** Whether or not the Effective Date occurs or the Settlement Agreement is  
4 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or  
5 document executed pursuant to or in furtherance of this Agreement or the settlement:

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

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

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

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

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

11 (f) The Parties acknowledge and agree that any Party may request that the  
12 Court appoint a Settlement Special Master. Each Party explicitly reserves the right to oppose any  
13 such request. Any fees earned or costs incurred by any such Settlement Special Master shall be  
14 paid exclusively from the Settlement Fund.

15 **11.6.** The Parties acknowledge and agree that no opinion concerning the tax  
16 consequences of the proposed Settlement to Settlement Class Members is given or will be given  
17 by the Parties, nor are any representations or warranties in this regard made by virtue of this  
18 Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination  
19 thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the  
20 tax consequences may vary depending on the particular circumstances of each individual  
21 Settlement Class Member.

22 **11.7.** The headings used herein are used for the purpose of convenience only and are  
23 not meant to have legal effect.

24 **11.8.** The waiver by one Party of any breach of this Settlement Agreement by any other  
25 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this  
26 Settlement Agreement.

1           **11.9.** All of the Exhibits to this Settlement Agreement are material and integral parts  
2 hereof and are fully incorporated herein by reference.

3           **11.10.** This Settlement Agreement and its Exhibits set forth the entire agreement and  
4 understanding of the Parties with respect to the matters set forth herein, and supersede all prior  
5 negotiations, agreements, arrangements and undertakings with respect to the matters set forth  
6 herein. No representations, warranties or inducements have been made to any party concerning  
7 this Settlement Agreement or its Exhibits other than the representations, warranties and  
8 covenants contained and memorialized in such documents. This Settlement Agreement may be  
9 amended or modified only by a written instrument signed by or on behalf of all Parties or their  
10 respective successors-in-interest.

11           **11.11.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees  
12 and costs incurred in any way related to the Action.

13           **11.12.** Plaintiff represents and warrants that he has not assigned any claim or right or  
14 interest relating to any of the Released Claims against the Released Parties to any other person or  
15 party and that he is fully entitled to release the same.

16           **11.13.** Each person executing this Settlement Agreement, any of its Exhibits, or any  
17 related settlement documents on behalf of any Party hereto, hereby warrants and represents that  
18 such person has the full authority to do so and has the authority to take appropriate action  
19 required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

20           **11.14.** This Settlement Agreement may be executed in one or more counterparts. All  
21 executed counterparts and each of them shall be deemed to be one and the same instrument.  
22 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this  
23 Settlement Agreement. A complete set of original executed counterparts shall be filed with the  
24 Court if the Court so requests.

25           **11.15.** The Court shall retain jurisdiction with respect to implementation and  
26 enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the  
27

1 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in  
2 this Settlement Agreement.

3 **11.16.** This Settlement Agreement shall be governed by and construed in accordance  
4 with the laws of the State of Washington without reference to the conflicts of laws provisions  
5 thereof.

6 **11.17.** This Settlement Agreement is deemed to have been prepared by counsel for all  
7 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have  
8 contributed substantially and materially to the preparation of this Settlement Agreement, it shall  
9 not be construed more strictly against one Party than another.

10 **11.18.** Where this Settlement Agreement requires notice to the Parties, such notice shall  
11 be sent to the following counsel. For Plaintiff: Todd Logan, Edelson PC, 123 Townsend Street,  
12 Suite 100, San Francisco, California 94107. For Defendants: Behnam Dayanim, Paul Hastings  
13 LLP, 2050 M Street, NW, Washington, DC 20036; and Michael J. Gill, Mayer Brown LLC, 71  
14 South Wacker Drive, Chicago, IL 60606.

15 **11.19.** All time periods and dates described in this Agreement are subject to the Court's  
16 approval. These time periods and dates may be changed by the Court or by the Parties' written  
17 agreement without notice to the Settlement Class. The Parties reserve the right, subject to the  
18 Court's approval, to negotiate any reasonable extensions of time that might be necessary to carry  
19 out any provision of this Agreement.


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1 IN WITNESS WHEREOF, the Parties hereto and their counsel have caused this Settlement  
2 Agreement to be executed.

3 **Sean Wilson**

4 Date: 8/4/2020

By: (signature) 

Name: (printed) Sean Wilson

8 **David Taylor**

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

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

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

12 **Cathy Burdick**

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

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

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

17 **Jesse Thibert**

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

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

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

21 **Edelson PC**

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

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

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

26 **[DEFENDANTS' SIGNATURES APPEAR ON FOLLOWING PAGE]**

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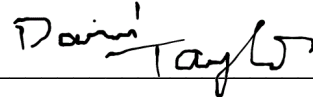
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7 **David Taylor**

8 Date: 8/5/2020

9 By: (signature) 

10 Name: (printed) DAVID TAYLOR

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12 **Cathy Burdick**

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

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

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

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17 **Jesse Thibert**

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21 **Edelson PC**

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11 **Cathy Burdick**

12 Date: 8/5/2020

13 By: (signature) Cathy Burdick

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16 **Jesse Thibert**

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

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20 **Edelson PC**

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15 **Jesse Thibert**

16 Date: 8/4/2020

17 By: (signature) 

18 Name: (printed) Jesse Thibert

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20 **Edelson PC**

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19 **Edelson PC**

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By: (signature) Todd Logan

21 Name: (printed) Todd Logan

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Date: 8-4-20

**Playtika, Ltd.**

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



Michael Cohen, Executive Vice President  
and General Counsel

Date: 8/5/20

**Paul Hastings LLP, Counsel to Playtika,  
Ltd.**

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



Behnam Dayanim, Esq.

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

**Caesars Interactive Entertainment, LLC**

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

Edmund Quatmann, Jr., Chief Legal Officer  
and General Counsel

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

**Mayer Brown LLP, Counsel to Caesars  
Interactive Entertainment, LLC**

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

John Nadolenco, Esq.

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

Michael Cohen, Executive Vice President  
and General Counsel

**Paul Hastings LLP, Counsel to Playtika,  
Ltd.**

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

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

Behnam Dayanim, Esq.

**Caesars Interactive Entertainment, LLC**

Date: 8/5/2020

By: (signature) Edmund L. Quatmann, Jr.  
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Edmund L. Quatmann, Jr., Chief Legal  
Officer

**Mayer Brown LLP, Counsel to Caesars  
Interactive Entertainment, LLC**

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

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

John Nadolenco. Esq.

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

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Edmund Quatmann, Jr., Chief Legal Officer  
and General Counsel

**Mayer Brown LLP, Counsel to Caesars  
Interactive Entertainment, LLC**

Date: Aug 4, 2020

By: (signature) 

John Nadolenco, Esq.