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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”, “Settlement”, or “Settlement Agreement”) is entered into by and among the Class Representatives (as defined below, including Plaintiffs Tonda Ferrando and Dex Marzano [“Plaintiffs”]), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Zynga Inc. (“Zynga” or “Defendant”) (Plaintiffs and Defendant 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 February 24, 2022, Plaintiffs filed a putative class action complaint against Zynga in the United States District Court for the Western District of Washington, Case No. 22-cv-214.

B. Plaintiffs allege that Defendant’s 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 Plaintiffs’ use of Defendant’s Applications and purchases of virtual coins therein.

C. On March 8, 2022, Plaintiffs filed a Notice of Related Cases, asserting that the instant case was related to seven other actions filed in the Western District of Washington and assigned to Judge Lasnik. This action was reassigned to Judge Lasnik on March 9, 2022.

D. Also on March 8, 2022, Plaintiffs filed a status report indicating the Parties had jointly agreed to mediate the case.

E. In the weeks leading up to the mediation, the Parties were in frequent communication with the Phillips ADR team and each other as the Parties sought to crystallize the disputed issues, produce focal information and data, and start narrowing down potential

1 frameworks for resolution.

2 F. During this period, Plaintiffs also served pre-mediation document requests on
3 Zynga. In response, Zynga made document productions on April 4, 2022, and April 7, 2022.

4 G. Defendant’s document productions included transactional and volume data
5 regarding virtual coin purchases, including an estimate of the total amount spent by the
6 Settlement Class on virtual coins within the Defendant’s Applications.

7 H. Prior to the mediation, the Parties submitted simultaneous opening briefs to the
8 mediator on the core facts, legal issues, litigation risks, and potential settlement structures. The
9 Parties then submitted simultaneous response briefs to the mediator. The Parties also
10 supplemented that briefing with telephonic correspondence with each other and with the Phillips
11 ADR team, clarifying each other’s position in advance of the mediation.

12 I. The Parties held a full-day, in-person mediation before the Hon. Layn R. Phillips
13 (Ret.) of Phillips ADR on May 4, 2022. During this mediation, the Parties reached a binding
14 agreement in principle to settle this case on a class action basis.

15 J. On May 6, 2022, the Parties filed a Stipulated Motion to Stay the Case Pending
16 Filing of Motion for Preliminary Approval. The Court granted the Stipulation on May 9 and
17 stayed the case through June 3, 2022, except for any third-party discovery necessary to effectuate
18 the proposed settlement.

19 K. Plaintiffs and Class Counsel have conducted a comprehensive examination of the
20 law and facts regarding the claims against Defendant, and the potential defenses available.

21 L. Plaintiffs believe that their claims have merit, that they would have succeeded in
22 obtaining adversarial certification of the proposed Settlement Class, and that they would have
23 ultimately prevailed on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and
24 Class Counsel recognize that Defendant has raised factual and legal claims and defenses that
25 present a risk that Plaintiffs may not prevail on their claims. Plaintiffs and Class Counsel have
26 also taken into account the uncertain outcome and risks of any litigation, especially in complex
27 actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs

1 believe that it is desirable that the Released Claims be fully and finally compromised, settled,
2 resolved with prejudice, and barred pursuant to the terms and conditions set forth in this
3 Agreement.

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

9 N. Defendant has at all times denied—and continues to deny—all allegations of
10 wrongdoing and liability and denies all material allegations in the Action. Specifically,
11 Defendant denies that the Applications constitute or constituted illegal gambling, and that any
12 aspect of the Applications’ operation constituted unfair business practices or resulted in unjust
13 enrichment. Defendant is prepared to continue its vigorous defense. Even so, taking into account
14 the uncertainty and risks inherent in litigation, Defendant has concluded that continuing to
15 defend the Action would be burdensome and expensive. Defendant has further concluded that it
16 is desirable to settle the Released Claims pursuant to the terms and conditions set forth in this
17 Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve
18 finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

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

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AGREEMENT

1. DEFINITIONS

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

1.1. “Action” means the case captioned *Ferrando et al. v. Zynga Inc.*, Case No. 22-cv-214, pending in the United States District Court for the Western District of Washington.

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

1.3. “Applications” means Hit It Rich!, Black Diamond Casino, Game of Thrones Slots, Wizard of Oz Slots, and Willy Wonka Slots.

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

1.5. “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in electronic and paper format. The Claim Form shall request that the Settlement Class Member provide the following information: (i) full legal name; (ii) List of any and all Application(s) played; (iii) Player ID(s) and Platform 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 Amazon, Facebook, Apple, Google, Microsoft, and/or Samsung accounts from which in-Application purchases of virtual coins were made; and (vi) current telephone number, U.S. Mail address, and email address. The Claim Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically or via check.

1.6. “Claims Deadline” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be fifty-six

1 (56) days after the Notice Date. The Claims Deadline shall be clearly set forth in the order
2 preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

3 **1.7. “Class Counsel”** means Jay Edelson, Rafey Balabanian, Todd Logan, Alexander
4 Tievsky, Brandt Silver-Korn, and Amy Hausmann of Edelson PC.

5 **1.8. “Class Representatives”** means Plaintiffs Tonda Ferrando and Dex Marzano.

6 **1.9. “Court”** means the United States District Court for the Western District of
7 Washington, the Honorable Robert S. Lasnik presiding, or any Judge who shall succeed him as
8 the Judge assigned to the Action.

9 **1.10. “Defendant”** means Zynga Inc.

10 **1.11. “Defendant’s Counsel”** means Paul Hastings LLP.

11 **1.12. “Effective Date”** means the date upon which the last (in time) of the following
12 events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the
13 Final Judgment, (ii) if there is an appeal or appeals, other than an appeal or appeals solely with
14 respect to the Fee Award or incentive awards, the date of completion, in a manner that finally
15 affirms and leaves in place the Final Judgment without any material modification, of all
16 proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all
17 deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings
18 ordered on remand, and all proceedings arising out of any subsequent appeal(s) following
19 decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal or
20 resolution of any proceeding on certiorari with respect to the Final Judgment. The Effective Date
21 is further subject to the conditions set forth in Section 9.1.

22 **1.13. “Escrow Account”** means the separate, interest-bearing escrow account to be
23 established by the Settlement Administrator under terms acceptable to all Parties. The Escrow
24 Account will be at a depository institution of the Settlement Administrator’s choice (subject to
25 either Party’s reasonable veto) that is insured by the Federal Deposit Insurance Corporation. The
26 Settlement Fund shall be deposited by Defendant into the Escrow Account consistent with the
27 provisions in Section 2.1 below, and the money in the Escrow Account shall be invested in the

1 following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or
2 (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five
3 (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid
4 from the Settlement Fund.

5 **1.14. “Fee Award”** means the amount of attorneys’ fees and reimbursement of
6 expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

7 **1.15. “Final Approval Hearing”** means the hearing before the Court where the
8 Plaintiffs will request that the Final Judgment be entered by the Court finally approving the
9 Settlement as fair, reasonable and adequate, and approving the Fee Award and any incentive
10 awards to the Class Representatives.

11 **1.16. “Final Judgment”** means the final judgment and order to be entered by the Court
12 approving the Agreement after the Final Approval Hearing.

13 **1.17. “Lifetime Spending Amount”** means the total amount of money a Settlement
14 Class Member spent within the Applications through and including the date of Preliminary
15 Approval.

16 **1.18. “Notice”** means the notice of this Settlement and Final Approval Hearing, which
17 is to be sent to the Settlement Class substantially in the manner set forth in this Agreement and
18 approved by the Court, is consistent with the requirements of Due Process and Rule 23, and
19 which is substantially in the form of Exhibits B, C, and D attached hereto.

20 **1.19. “Net Settlement Fund”** means the Settlement Fund; plus any interest or
21 investment income earned on the Settlement Fund; less any Fee Award, incentive awards to the
22 Class Representatives, taxes, and Settlement Administration Expenses.

23 **1.20. “Notice Date”** means the date upon which the Notice set forth in Section 4 is
24 complete, which shall be a date no later than thirty-five (35) days after entry of Preliminary
25 Approval.

26 **1.21. “Objection/Exclusion Deadline”** means the date by which a written objection to
27 this Settlement Agreement or a request for exclusion submitted by a member of the Settlement

1 Class must be postmarked and/or filed with the Court, which shall be designated as a date no
2 later than fifty-six (56) days following the Notice Date and no sooner than fourteen (14) days
3 after papers supporting the Fee Award are filed with the Court and posted to the Settlement
4 Website, or such other date as ordered by the Court.

5 **1.22. “Plaintiffs”** mean Tonda Ferrando and Dex Marzano, the plaintiffs in the Action.

6 **1.23. “Plan of Allocation”** means the Plan of Allocation attached as Exhibit E to this
7 Settlement Agreement.

8 **1.24. “Platform Provider(s)”** means Amazon, Apple, Facebook, Microsoft, Samsung,
9 and/or Google.

10 **1.25. “Platform ID”** means the unique identifier assigned by a Platform Provider to a
11 person who has a Platform Provider account and/or login. For avoidance of doubt, Platform IDs
12 are not assigned/generated by or known to Zynga.

13 **1.26. “Player ID”** means the unique identifier assigned by Zynga to a person who has
14 an account and/or login with an Application.

15 **1.27. “Preliminary Approval”** means the order preliminarily approving the
16 Settlement, preliminarily certifying the Settlement Class for settlement purposes, preliminarily
17 appointing Class Counsel and the Class Representatives, and approving the form and manner of
18 the Notice.

19 **1.28. “Released Claims”** means any and all actual, potential, filed, unfiled, known or
20 unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,
21 liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages,
22 punitive damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown
23 Claims” as defined below), whether in law or in equity; accrued or unaccrued; direct, individual
24 or representative; of every nature and description whatsoever; whether based on violations of
25 Washington or other federal, state, local, statutory or common law or any other law, including
26 the law of any jurisdiction outside the United States, that are or have been alleged or otherwise
27 raised in the Action or that arise out of or relate to facts, transactions, events, matters,

1 occurrences, acts, disclosures, statements, representations, omissions, or failures to act relating to
2 the operation of the Applications and/or the sale of virtual coins in the Applications, such as
3 claims that the Applications are illegal gambling, that virtual coins in the Applications are
4 “things of value,” or that aspects of the Applications are deceptive or unfair, against the Released
5 Parties or any one of them. For the avoidance of doubt, this release includes but is not limited to
6 (1) claims potentially subject to arbitration agreements; and (2) claims for amounts spent on in-
7 Application purchases that are attributable to Platform Provider fees.

8 **1.29. “Released Parties”** means Zynga Inc., and its present or former administrators,
9 predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions,
10 employees, agents, representatives, consultants, independent contractors, directors, service
11 providers, vendors, directors, managing directors, officers, partners, principals, members,
12 attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers,
13 reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, and investment
14 advisors, including but not limited to the Platform Providers.

15 **1.30. “Releasing Parties”** means Plaintiffs and other Settlement Class Members and
16 their respective past, present, and future heirs; children; spouses; beneficiaries; conservators,
17 executors; estates; administrators; assigns; agents; consultants; independent contractors; insurers;
18 attorneys; accountants; financial and other advisors; investment bankers; underwriters; lenders;
19 and any other representatives of any of these persons and entities.

20 **1.31. “Settlement Administration Expenses”** means (i) the expenses incurred by the
21 Settlement Administrator in providing Notice, hosting the Settlement Website, processing
22 claims, responding to inquiries from members of the Settlement Class, distributing funds for
23 Approved Claims, related tax expenses, fees of the escrow agent, and related services, and (ii)
24 the fees and expenses of any Settlement Special Master the Court may appoint, if applicable,
25 with all such expenses to be paid from the Settlement Fund.

26 **1.32. “Settlement Administrator”** means JND Legal Administration, subject to
27 approval of the Court, which will administer the Notice and Settlement Website, process

1 Approved Claims, and distribute Settlement Payments to Settlement Class Members, be
2 responsible for tax reporting, and perform other such settlement administration matters as set
3 forth in or contemplated by this Agreement.

4 **1.33. “Settlement Class”** means all individuals who, in Washington (as reasonably
5 determined by billing address information, IP address information, or other information
6 furnished by Platform Providers), played the Applications on or before Preliminary Approval of
7 the Settlement. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over
8 this Action and members of their families, (2) the Defendant, Defendant’s subsidiaries, parent
9 companies, successors, predecessors, and any entity in which the Defendant or its parent has a
10 controlling interest and their current or former officers, directors, and employees, (3) persons who
11 properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal
12 representatives, successors or assigns of any such excluded persons.

13 **1.34. “Settlement Class Member”** means any person who falls within the definition of
14 the Settlement Class and who does not submit a valid request for exclusion from the Settlement
15 Class.

16 **1.35. “Settlement Fund”** means the non-reversionary cash fund that shall be
17 established by Defendant in the total amount of twelve million dollars (\$12,000,000.00), to be
18 deposited by Defendant into the Escrow Account, plus all interest earned thereon. From the
19 Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by
20 Settlement Class Members, Settlement Administration Expenses, any incentive awards to the
21 Class Representatives, taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be
22 kept in the Escrow Account with permissions granted to the Settlement Administrator to access
23 said funds until such time as the above-listed payments are made. The Settlement Administrator
24 shall be responsible for all tax filings with respect to any earnings on the amounts in the
25 Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement
26 Fund represents the total extent of Defendant’s monetary obligation under this Agreement.

1 **1.36. “Settlement Payment(s)”** means the payment(s) from the Net Settlement Fund to
2 be made to Settlement Class Members with Approved Claims according to the Plan of
3 Allocation.

4 **1.37. “Settlement Website”** means the website to be created, launched, and maintained
5 by the Settlement Administrator which shall allow for the electronic submission of Claim Forms
6 and shall provide access to relevant case documents including the Notice, information about the
7 submission of Claim Forms, and other relevant documents. The Settlement Website shall also
8 advise the Settlement Class of the total value of the Settlement Fund and give Settlement Class
9 Members the ability to estimate their Settlement Payment. The Settlement Website shall remain
10 accessible until at least thirty (30) days after the Effective Date.

11 **1.38. “Unknown Claims”** means claims that could have been raised in the Action and
12 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him
13 or her, might affect his or her agreement to release the Released Parties or the Released Claims
14 or might affect his or her decision to agree, object, or not object to the Settlement, or to seek
15 exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be
16 deemed to have, and shall have, expressly waived and relinquished, to the fullest extent
17 permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code (if
18 applicable), which provides as follows:

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

23 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived
24 any and all provisions, rights, and benefits conferred by any law of any state or territory of the
25 United States, or principle of common law, or the law of any jurisdiction outside of the United
26 States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The
27 Releasing Parties acknowledge that they may discover facts in addition to or different from those

1 that they now know or believe to be true with respect to the subject matter of this release, but that
2 it is their intention to finally and forever settle and release the Released Claims, notwithstanding
3 any Unknown Claims they may have, as that term is defined in this Paragraph.

4 **2. SETTLEMENT RELIEF**

5 **2.1. Monetary Compensation.**

6 (a) Defendant shall pay or cause to be paid into the Escrow Account the full
7 Settlement Fund (\$12,000,000.00), within fourteen (14) calendar days after the entry of Final
8 Judgment.

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

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

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

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

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

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

1 (h) To the extent that a check issued to a Settlement Class Member is not
2 cashed within ninety (90) calendar days after the date of issuance or an electronic deposit is
3 unable to be processed within ninety (90) calendar days after the first attempt, such funds shall
4 remain in the Net Settlement Fund and shall be apportioned pro rata to participating Settlement
5 Class Members in a second distribution, if practicable, subject to the provisions set forth in
6 paragraph (f) above. To the extent that any second distribution is impracticable or would violate
7 the provisions set forth in paragraph (f) above, or that any second-distribution funds remain in
8 the Net Settlement Fund after an additional ninety (90) calendar days, such funds shall revert to
9 the Legal Foundation of Washington, as approved by the Court.

10 (i) No amount paid by Defendant into the Escrow Account shall revert to
11 Defendant unless the Settlement is terminated in accordance with Section 7.

12 **2.2. Prospective Measures.** Defendant shall take the following steps in connection
13 with this Settlement within one-hundred eighty (180) days of an order granting Preliminary
14 Approval:

15 (a) Zynga shall maintain a voluntary self-exclusion policy and a section on its
16 website that is reasonably available from within the Applications that encourages responsible
17 gameplay. Zynga shall publish on its website a method allowing players to restrict or prohibit
18 their ability to purchase virtual coins in the Applications, suspend their Application(s)
19 account(s), or close their Application(s) account(s) entirely. Zynga shall use commercially
20 reasonable efforts to implement and enforce those player elections through use of the Player
21 ID(s) and such other device or account-related identifiers that are commercially and technically
22 feasible. After Zynga has responded in full to a player request, Zynga shall not remove these
23 restrictions for at least the period identified in the policy at the time of the request.

24 (b) The Parties recognize and agree that, after and as a result of related
25 litigation pursued by Plaintiffs' counsel, Zynga already has implemented a change to the game
26 mechanics for the Applications. The change ensures that players who run out of sufficient virtual
27 coins to continue to play slot games in the Application they are playing are able to continue to

1 play slot games within the Application they are playing without needing to purchase additional
 2 virtual coins or to wait until they would have otherwise received free additional virtual coins in
 3 the ordinary course. Specifically, players who run out of virtual coins are able to continue to play
 4 at least one slot game within the Application they are playing.

5 **3. RELEASES**

6 **3.1.** The obligations incurred pursuant to this Settlement Agreement shall be a full and
 7 final disposition of the Action and any and all Released Claims, as against all Released Parties.

8 **3.2.** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
 9 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
 10 relinquished, and discharged all Released Claims against the Released Parties, and each of them.

11 **3.3.** Upon the Effective Date, the Released Parties, and each of them, further shall by
 12 operation of the Final Judgment have, fully, finally, and forever released, relinquished, and
 13 discharged all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of
 14 or relate in any way to the commencement, prosecution, settlement, or resolution of the Action,
 15 except for claims to enforce the terms of the Settlement.

16 **3.4.** Plaintiffs and all other Settlement Class Members further stipulate that, with the
 17 changes delineated in Sections 2.2(a)-2.2(b), virtual coins in the Applications are gameplay
 18 enhancements, not “things of value” as defined by RCW 9.46.0285. As long as those prospective
 19 measures remain implemented in the Applications as described, Settlement Class Members are
 20 estopped from contending that virtual coins in the Applications are “things of value” under
 21 current Washington law or that aspects of the Applications at issue in these cases render the
 22 Applications deceptive or unfair under Washington law.

23 **4. NOTICE**

24 **4.1. Class List.** To effectuate the Notice Plan, within thirty (30) calendar days of the
 25 execution of this Settlement Agreement:

26 (a) Defendant shall provide the Class Counsel and the Settlement
 27 Administrator all Settlement Class Member contact information reasonably available to

1 Defendant, including names, email addresses, and mailing addresses. To the extent reasonably
2 available to Defendant, for each Player ID with a Lifetime Spending Amount greater than zero,
3 Defendant shall further provide the Player ID's Lifetime Spending Amount.

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

7 (c) Class Counsel and Defendant's Counsel shall cooperate to work with the
8 Platform Providers to obtain all contact information in the Platform Providers' possession,
9 including all names, usernames/Platform IDs, phone numbers, email addresses, and mailing
10 addresses, of all persons in the Settlement Class with a Lifetime Spending Amount greater than
11 zero.

12 (d) Class Counsel and Defendant's Counsel shall cooperate to work with the
13 Platform Providers to obtain all Lifetime Spending Amounts greater than zero for each
14 username/Platform ID associated with a Settlement Class Member whose contact information is
15 obtained pursuant to Section 4.1(c).

16 (e) Class Counsel and Defendant's Counsel shall provide all information
17 obtained through Sections 4.1(c)-(d) to the Settlement Administrator.

18 (f) The Settlement Administrator will use the information obtained through
19 Sections 4.1(a)-(e) to create the "Class List." The Settlement Administrator shall keep the Class
20 List and all personal information obtained therefrom, including the identity, mailing, and e-mail
21 addresses of all persons, strictly confidential. To prepare the Class List for potential Settlement
22 Payments, the Settlement Administrator will (1) *first*, attach to each unique and identifiable
23 person all of his/her associated Applications accounts (*e.g.*, by Player IDs and/or Platform IDs);
24 (2) *second*, use Claim Forms to supplement, amend, verify, adjust, and audit the foregoing data,
25 as necessary; (3) *third*, calculate the total Lifetime Spending Amount for each unique and
26 identifiable person; and (4) *fourth*, categorize each unique and identifiable person according to
27 the appropriate Lifetime Spending Amount levels identified in the Plan of Allocation. The Class

1 List may not be used by the Settlement Administrator for any purpose other than advising
2 specific individual Settlement Class Members of their rights, distributing Settlement Payments,
3 and otherwise effectuating the terms of the Settlement Agreement or the duties arising
4 thereunder, including the provision of Notice of the Settlement.

5 **4.2. Notice Plan.** The Notice Plan shall consist of the following:

6 (a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date,
7 the Settlement Administrator shall send Notice via email substantially in the form attached as
8 Exhibit B, 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. In the event transmission of email
10 notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable:
11 correct any issues that may have caused the “bounce-back” to occur and make a second attempt
12 to re-send the email notice, and (ii) send Notice substantially in the form attached as Exhibit C
13 via First Class U.S. Mail provided an associated U.S. Mail address is contained in the Class List.
14 The Settlement Administrator shall also send Notice substantially in the form attached as Exhibit
15 C via First Class U.S. Mail to all Settlement Class Members with a Lifetime Spending Amount
16 greater than \$100.00 provided an associated U.S. Mail address is contained in the Class List.

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

23 (c) *Reminder Notice.* Both thirty (30) days prior to the Claims Deadline and
24 seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send
25 Notice via email along with an electronic link to the Claim Form, to all Settlement Class
26 Members for whom a valid email address is available in the Class List. The reminder emails
27

1 shall be substantially in the form of Exhibit B, with minor, non-material modifications to indicate
2 that it is a reminder email rather than an initial notice.

3 (d) *Settlement Website.* Within seven (7) days after Preliminary Approval,
4 Notice shall be provided on a website at www.zyngasettlement.com, which shall be administered
5 and maintained by the Settlement Administrator and shall include the ability to file Claim Forms
6 online. The Notice provided on the Settlement Website shall be substantially in the form of
7 Exhibit D hereto. The Settlement Website shall also advise the Settlement Class of the total value
8 of the Settlement Fund and provide Settlement Class Members the ability to approximate their
9 Settlement Payment.

10 (e) *Digital Publication Notice.* The Settlement Administrator will supplement
11 the direct notice program with a digital publication notice program that will deliver more than
12 ten million (10,000,000) impressions to likely Settlement Class Members. The digital publication
13 notice campaign will be targeted, to the extent reasonably possible, to the state of Washington,
14 will run for at least one month, and will contain active hyperlinks to the Settlement Website. The
15 final digital notice advertisements, and the overall digital publication notice program to be used,
16 shall be subject to the final approval of Defendant, which approval shall not be unreasonably
17 withheld.

18 (f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days
19 after the Agreement is filed with the Court, Defendant shall cause the Settlement Administrator
20 to cause to be served upon the Attorney General of the United States and all appropriate State
21 officials notice of the proposed settlement as required by law.

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

26 **4.3.** The Notice shall advise the Settlement Class of their rights under the Settlement,
27 including the right to be excluded from or object to the Settlement or its terms. The Notice shall

1 specify that any objection to the Settlement Agreement, and any papers submitted in support of
2 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or
3 before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the
4 Class Member making the objection files notice of an intention to do so and at the same time (a)
5 files copies of such papers he or she proposes to be submitted at the Final Approval Hearing. An
6 unrepresented Class Member may submit such papers to the Clerk of the Court or, if the Clerk of
7 the Court will not permit manual filings due to COVID-19-related restrictions, through the
8 Court's CM/ECF system. A Class Member represented by counsel *must* timely file any objection
9 through the Court's CM/ECF system.

10 **4.4. Right to Object or Comment.** Any Settlement Class Member who intends to
11 object to this Settlement must present the objection in writing, which must be personally signed
12 by the objector and must include: (i) any Player ID(s), (ii) any email address(es) associated with
13 the use of the Applications, (iii) current contact telephone number, U.S. Mail address, and email
14 address, (iv) the specific grounds for the objection, (v) all documents or writings that the
15 Settlement Class Member desires the Court to consider, (vi) the name and contact information of
16 any and all attorneys representing, advising, or in any way assisting the objector in connection
17 with the preparation or submission of the objection or who may profit from the pursuit of the
18 objection, and (vii) a statement indicating whether the objector intends to appear at the Final
19 Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro*
20 *hac vice* admission). All written objections must be filed with or otherwise received by the
21 Court, and e-mailed or delivered to Class Counsel and Defendant's Counsel, no later than the
22 Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a
23 written objection with the Court and notice of his or her intent to appear at the Final Approval
24 Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the
25 same time provide copies to designated counsel for the Parties, shall not be permitted to object to
26 this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from
27 seeking any review of this Settlement by appeal or other means and shall be deemed to have

1 waived his or her objections and be forever barred from making any such objections in the
2 Action or any other action or proceeding.

3 **4.5. Right to Request Exclusion.** Any Settlement Class Member may request to be
4 excluded from the Settlement Class by sending a written request that is received on or before the
5 Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the
6 right to be excluded, a person in the Settlement Class must timely send a written request for
7 exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case
8 by name, “*Ferrando et al. v. Zynga Inc.*., No. 22-cv-214 (W.D. Wash),” or in some substantially
9 similar, reasonably identifiable fashion, (iii) states the individual’s Player ID and email addresses
10 associated with the Applications, (iv) states the individual’s current contact telephone number,
11 U.S. Mail address, and email address, (v) is physically signed by the individual seeking
12 exclusion, and (vi) contains a statement to the effect that “I/We hereby request to be excluded
13 from the proposed Settlement Class.”. The Settlement Administrator shall create a dedicated e-
14 mail address to receive exclusion requests electronically. A request for exclusion that does not
15 include all of the foregoing information, that is sent to an address other than that designated in
16 the Notice, or that is not received within the time specified shall be invalid, and the individual
17 serving such a request shall be deemed to remain a Settlement Class Member and shall be bound
18 as a Settlement Class Member by this Settlement Agreement, if approved by the Court. Any
19 person who timely and properly elects to request exclusion from the Settlement Class shall not
20 (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under
21 this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to
22 any aspect of this Agreement. No person may request to be excluded from the Settlement Class
23 through “mass” or “class” opt-outs.

24 **5. CLAIMS PROCESS AND SETTLEMENT ADMINISTRATION**

25 **5.1.** The Settlement Administrator shall, under the supervision of the Court, administer
26 the relief provided by this Settlement Agreement by processing Claim Forms in a rational,
27 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain

1 reasonably detailed records of its activities under this Agreement. The Settlement Administrator
2 shall maintain all such records as are required by applicable law in accordance with its normal
3 business practices and such records will be made available to Class Counsel and Defendant's
4 Counsel upon request. The Settlement Administrator shall also provide reports and other
5 information to the Court as the Court may require. The Settlement Administrator shall provide
6 Class Counsel and Defendant's Counsel with information concerning Notice, administration, and
7 implementation of the Settlement Agreement. Should the Court request, the Parties shall submit
8 a timely report to the Court summarizing the work performed by the Settlement Administrator,
9 including a post-distribution accounting of all amounts from the Settlement Fund paid to
10 Settlement Class Members, the number and value of checks not cashed, the number and value of
11 electronic payments unprocessed, and the amount distributed to any *cy pres* recipient. Without
12 limiting the foregoing, the Settlement Administrator shall:

13 (a) Receive requests to be excluded from the Settlement Class and promptly
14 provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator
15 receives any exclusion forms after Objection/Exclusion Deadline, the Settlement Administrator
16 shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

17 (b) Provide at-least-weekly reports to Class Counsel and Defendant's Counsel
18 regarding the number of Claim Forms received, the amount of the Settlement Payments
19 associated with those Claim Forms, and the categorization and description of Claim Forms
20 rejected, in whole or in part, by the Settlement Administrator; and

21 (c) Make available for inspection by Class Counsel and Defendant's Counsel
22 the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

23 **5.2.** The Settlement Administrator shall distribute Settlement Payments according to
24 the provisions enumerated in Section 2.1.

25 **5.3.** The Settlement Administrator shall be obliged to employ reasonable procedures to
26 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or
27 fraud, including by cross-referencing Approved Claims with the Class List. The Settlement

1 Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is
2 an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on
3 the Claim Form or the terms of this Agreement, or (b) provide full and complete information as
4 requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims
5 Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall
6 give such person reasonable opportunity to provide any requested missing information, which
7 information must be received by the Settlement Administrator no later than twenty-eight (28)
8 calendar days after the Claims Deadline. In the event the Settlement Administrator receives such
9 information more than twenty-eight (28) calendar days after the Claims Deadline, then any such
10 claim shall be denied. The Settlement Administrator may contact any person who has submitted
11 a Claim Form to obtain additional information necessary to verify the Claim Form.

12 **5.4.** Class Counsel and Defendant's Counsel shall both have the right to challenge the
13 Settlement Administrator's acceptance or rejection of any particular Claim Form *or* the amount
14 proposed to be paid on account of any particular Settlement Class Member's claim. The
15 Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's
16 Counsel as to the validity of any disputed claim. Where Class Counsel and Defendant's Counsel
17 disagree, the dispute shall be submitted to Niki Mendoza of Phillips ADR. In addition, Ms.
18 Mendoza shall be responsible for all Final Claims Determinations, meaning she shall:

19 **5.4.1.** Determine and work with the Settlement Administrators to implement a
20 process by which each claimant shall be informed of the Settlement Administrators' initial
21 determination as to claimant's claim validity and Lifetime Spending Amount, and that the
22 claimant has the right within twenty-one (21) calendar days of receipt of that notice to challenge
23 that initial determination;

24 **5.4.2.** Determine and work with the Settlement Administrators, Class Counsel,
25 and Defendant's Counsel to implement a process by which any claimant shall be able to
26 challenge the Settlement Administrators' initial determination as to claim validity (including any
27 late claims) and Lifetime Spending Amount,

1 **5.4.3.** Allow, as to any challenges to the Settlement Administrators’ initial
2 determination as to claim validity or amount, the Settlement Administrators to first confer with
3 the claimant to explain the determination in an effort to resolve the challenge;

4 **5.4.4.** With respect to any unresolved challenges, finally resolve any challenges
5 to the Settlement Administrators’ initial determinations as to claim validity or Lifetime Spending
6 Amount,

7 **5.4.5.** To the extent deemed appropriate and necessary by Ms. Mendoza, retain
8 one or more claims administration consultants to review the Settlement Administrators’ models
9 and programming for accuracy and to suggest any necessary corrections which will, in the first
10 instance be reviewed by Class Counsel, and then if any issues as to the models and programming
11 remains, be recommended to Ms. Mendoza, who has the non-appealable final binding decision-
12 making authority;

13 **5.4.6.** Finally determine the amount of each valid claim, consistent with the Plan
14 of Allocation; and

15 **5.4.7.** Determine whether any portion of the Settlement Fund should be held
16 back as reserve funds to address any unforeseen circumstances within the claims processes, and
17 if so, work with the Settlement Administrators to implement the distribution of the reserve funds
18 to Class Members with Approved Claims;

19 **5.4.8.** For the avoidance of doubt, Ms. Mendoza shall have no authority to
20 increase the size of the Settlement Fund, to seek or order additional discovery from Defendant,
21 or to otherwise alter Defendant’s liability or other obligations under the Settlement Agreement.

22 **5.4.9.** Ms. Mendoza’s regular hourly rates, as well as the regular hourly rates of
23 any Phillips ADR staff Ms. Mendoza may choose to assist with the Final Claims Determinations,
24 along with any authorized consultants retained as deemed appropriate in Ms. Mendoza’s
25 discretion, shall be paid from the Settlement Fund.

26 //

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

2 **6.1.** Promptly after execution of this Agreement, Class Counsel shall move the Court
3 to enter an order preliminarily approving the Settlement, and attach this Agreement as an exhibit
4 to the motion. The proposed preliminary approval order shall include, among other provisions, a
5 request that the Court:

6 (a) Preliminarily appoint Plaintiffs Tonda Ferrando and Dex Marzano as
7 Class Representatives of the Settlement Class for settlement purposes only;

8 (b) Preliminarily appoint Class Counsel to represent the Settlement Class for
9 settlement purposes only;

10 (c) Preliminarily certify the Settlement Class under Fed. R. Civ. P. 23 for
11 settlement purposes only;

12 (d) Preliminarily approve this Agreement for purposes of disseminating
13 Notice to the Settlement Class;

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

16 (f) schedule a Final Approval Hearing to review comments and/or objections
17 regarding the Settlement; to consider its fairness, reasonableness, and adequacy; to consider the
18 application for any Fee Award and incentive awards to the Class Representatives; and to
19 consider whether the Court shall issue a Final Judgment approving this Agreement and
20 dismissing the Action with prejudice.

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

24 (a) find that the Court has personal jurisdiction over all Settlement Class
25 Members and Defendant for settlement purposes only and that the Court has subject matter
26 jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

27

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

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

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

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

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

23 (g) permanently bar and enjoin all Settlement Class Members who have not
24 properly sought exclusion from the Settlement Class from filing, commencing, prosecuting,
25 intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in
26 any jurisdiction based on the Released Claims; and
27

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

5 **6.3.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable
 6 actions and steps in order to accomplish these required events on the schedule set by the Court,
 7 subject to the terms of this Settlement Agreement.

8 **7. TERMINATION AND CONFIRMATORY DISCOVERY**

9 **7.1.** Each Party additionally shall have the right, but not the obligation, to terminate
 10 the Settlement Agreement if more than 2% of the members of the Settlement Class exclude
 11 themselves from the settlement. Notification of intent to terminate the Settlement Agreement
 12 must be provided within ten (10) calendar days of the *earlier* of: (1) the date the Parties agree in
 13 good faith that they have received a final tabulation from the Settlement Administrator of the
 14 claims, objections, and requests for exclusion timely received by the Claims Deadline and the
 15 Objection/Exclusion Deadline, or (2) the date the Parties receive sufficient evidence from the
 16 Settlement Administrator to establish beyond a reasonable doubt that the threshold for a Section
 17 7.1 Termination Notice has been or will be met. For example, if the Settlement Administrator—
 18 after the Claims Deadline—notifies the Parties that there were no objections and just a single
 19 opt-out, that evidence would be sufficient to establish beyond a reasonable doubt that no
 20 threshold for a Section 7.1 Termination Notice has been or will be met. If this Settlement
 21 Agreement is terminated, it will be deemed null and void ab initio.

22 **7.2.** Subject to Sections 9.1-9.3 below, the Parties to this Settlement Agreement shall
 23 additionally have the right to terminate this Agreement by providing a Termination Notice to all
 24 other Parties hereto within twenty-one (21) calendar days of any of the following events: (i) the
 25 Court’s refusal to grant Preliminary Approval of this Agreement; (ii) the Court’s refusal to enter
 26 the Final Judgment in the Action; (iii) the date upon which the Final Judgment is modified or
 27 reversed in any material respect by the Court of Appeals or the Supreme Court; or (iv) the date

1 upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified
 2 or reversed in any material respect by the Court of Appeals or the Supreme Court.

3 **7.3.** In the event of termination pursuant to this Section 7, Class Counsel shall cause
 4 the prompt return of the Settlement Fund in full to Defendant, including any interest accrued
 5 while in the Escrow Account, minus one-half (50%) of any amounts reasonably incurred by the
 6 Settlement Administrator up until the date of termination.

7 **7.4. Confirmatory Discovery.** Defendant has represented that in-Application (*i.e.*, Hit
 8 It Rich!, Black Diamond Casino, Game of Thrones Slots, Wizard of Oz Slots, or Willy Wonka
 9 Slots) all-time revenues from Washington residents through and including February 24, 2022, are
 10 less than or equal to \$47,647,222.00. Simultaneous with the execution of this Agreement,
 11 Defendant has provided a declaration, from a person with sufficient knowledge, of Defendant’s
 12 best estimate of the amount of revenue for that period. In the event that the declaration shows
 13 that revenues for this period exceed \$47,647,222.00 by more than two percent (2%), the Parties
 14 further agree that they shall execute an amended settlement agreement that adjusts the amount of
 15 the Settlement Fund proportionately to the increase in revenue to account for the error.

16 **8. INCENTIVE AWARDS, CLASS COUNSEL’S ATTORNEYS’ FEES, AND**
 17 **REIMBURSEMENT OF EXPENSES**

18 **8.1. The Fee Award.** Pursuant to Fed. R. Civ. P. 23(h), Defendant agrees that Class
 19 Counsel shall be entitled to an award of reasonable attorneys’ fees and costs out of the
 20 Settlement Fund in an amount determined by the Court as the Fee Award. Without the Parties
 21 having discussed the issue of the amount of attorneys’ fees at any point in their negotiations, and
 22 with no consideration given or received, Class Counsel will limit its petition for attorneys’ fees
 23 to no more than thirty percent (30%) of the Settlement Fund, plus reimbursement of expenses.
 24 Defendant may challenge the amount requested. Payment of any Fee Award shall be made from
 25 the Settlement Fund, and should Class Counsel seek or be awarded less than this amount, the
 26 difference in the amount sought and/or the amount ultimately awarded pursuant to this paragraph
 27 shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

1 **8.2.** The Fee Award shall be payable from the Settlement Fund within fourteen (14)
 2 business days after entry of the Court’s Final Judgment, subject to Class Counsel executing the
 3 Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”), attached hereto as
 4 Exhibit F. Payment of the Fee Award shall be made by wire transfer to Class Counsel in
 5 accordance with wire instructions to be provided to the Escrow Account agent, after completion
 6 of necessary forms, including but not limited to W-9 forms. Additionally, should any party to the
 7 Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the
 8 final payment to Settlement Class Members, that party shall execute a new undertaking
 9 guaranteeing repayment of funds within fourteen (14) days of such an occurrence. All
 10 obligations set forth in this paragraph shall expire upon the Effective Date.

11 **8.3. Incentive Awards.** Class Counsel intend to file a motion for Court approval of
 12 incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition
 13 to any funds the Class Representatives stand to otherwise receive from the Settlement. With no
 14 consideration having been given or received for these limitations, Tonda Ferrando and Dex
 15 Marzano will each seek incentive awards of no more than five thousand dollars (\$5,000). Any
 16 awards shall be paid by the Settlement Administrator from the Escrow Account (in the form of
 17 checks to the Class Representatives that are sent care of Class Counsel) within five (5) business
 18 days after entry of Final Judgment if there have been no objections to the Settlement Agreement
 19 and, if there have been such objections, within five (5) business days after the Effective Date.
 20 Defendant reserves its right to challenge any incentive award petitions.

21 **9. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL,**
 22 **CANCELLATION, OR TERMINATION**

23 **9.1.** Consistent with Section 1.12, the Effective Date shall not occur unless and until
 24 each of the following events occurs and shall be the date upon which the last (in time) of the
 25 following events occurs:

- 26 (a) The Parties have executed this Agreement;
- 27 (b) The Court has granted Preliminary Approval;

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

6 (d) Defendant has funded the Settlement Fund; and

7 (e) The Final Judgment has become final and unappealable, or, in the event
8 that the Court enters an order and final judgment in a form other than that provided above and
9 that has the approval of the Parties (“Alternative Judgment”), such Alternative Judgment
10 becomes final and unappealable.

11 **9.2.** If some or all of the conditions specified in Section 9.1 are not met, or in the event
12 that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is
13 terminated or fails to become effective in accordance with its terms, then this Settlement
14 Agreement shall be canceled and terminated subject to Section 7 unless Class Counsel and
15 Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in
16 material breach of the terms hereof, any other Party, provided that it is in substantial compliance
17 with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties.
18 Notwithstanding anything herein, the Parties agree that the Court’s failure to approve, in whole
19 or in part, the attorneys’ fees payment to Class Counsel and/or incentive awards to the Class
20 Representatives set forth in Section 8 above shall not prevent the Agreement from becoming
21 effective, nor shall it be grounds for termination.

22 **9.3.** If this Settlement Agreement is terminated or fails to become effective for the
23 reasons set forth above, the Parties shall be restored to their respective positions as of the date of
24 the signing of this Agreement. In such event, any Final Judgment or other order entered by the
25 Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc,
26 and the Parties shall be returned to the status quo ante as if this Settlement Agreement had never
27 been entered into.

1 **9.4.** In the event the Settlement is terminated or fails to become effective for any
 2 reason, the Settlement Fund, together with any earnings thereon at the same rate as earned by the
 3 Settlement Fund, less any taxes paid or due, less Settlement Administrative Expenses actually
 4 incurred and paid or payable from the Settlement Fund, shall be returned to Defendant within
 5 thirty (30) calendar days after written notification of such event in accordance with instructions
 6 provided by Defendant’s Counsel to Class Counsel and the Settlement Administrator. At the
 7 request of Defendant’s Counsel, the Settlement Administrator or their designees shall apply for
 8 any tax refund owed on the amounts in the Settlement Fund and pay the proceeds, after any
 9 deduction of any fees or expenses incurred in connection with such application(s), of such refund
 10 to Defendant or as otherwise directed.

11 **10. CONFIDENTIALITY AND PUBLIC STATEMENTS**

12 **10.1.** Except as otherwise agreed by Class Counsel and Defendant’s Counsel in writing
 13 and/or as required by legal disclosure obligations, all terms of this Agreement will remain
 14 confidential and subject to Rule 408 of the Federal Rules of Evidence until presented to the
 15 Court along with Plaintiffs’ motion for preliminary approval.

16 **10.2.** The Parties agree that, aside from communications to the Court or Settlement
 17 Class Members and Notices prescribed in the Agreement, and to the extent consistent with Class
 18 Counsel’s duties to the Settlement Class, neither Party shall make any public statement
 19 concerning the Action or the Settlement other than to note that settlement has been reached and
 20 to describe the terms of the Settlement without any further characterization, absent consent of the
 21 other Party. For the avoidance of doubt, this provision shall not be construed in any way that
 22 interferes with Class Counsel’s duties to the Settlement Class.

23 //

24

25 **11. MISCELLANEOUS PROVISIONS**

26 **11.1.** The Parties (a) acknowledge that it is their intent to consummate this Settlement
 27 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to

1 the extent reasonably necessary to effectuate and implement all terms and conditions of this
2 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and
3 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through
4 any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another
5 in seeking Preliminary Approval, and entry of the Final Judgment, and promptly to agree upon
6 and execute all such other documentation as may be reasonably required to obtain final approval
7 of the Agreement.

8 **11.2.** The Parties intend this Settlement Agreement to be a final and complete
9 resolution of all disputes between them with respect to the Released Claims by the Class
10 Representatives, the Settlement Class Members, and each or any of them, on the one hand,
11 against the Released Parties, and each or any of the Released Parties, on the other hand.
12 Accordingly, the Parties agree not to assert in any forum that the Action was brought by
13 Plaintiffs or defended by Defendant in bad faith or without a reasonable basis.

14 **11.3.** Each signatory to this Agreement warrants (a) that he, she, or it has all
15 requisite power and authority to execute, deliver and perform this Settlement Agreement and to
16 consummate the transactions contemplated herein, (b) that the execution, delivery and
17 performance of this Settlement Agreement and the consummation by it of the actions
18 contemplated herein have been duly authorized by all necessary corporate action on the part of
19 each signatory, and (c) that this Settlement Agreement has been duly and validly executed and
20 delivered by each signatory and constitutes its legal, valid and binding obligation.

21 **11.4.** The Parties have relied upon the advice and representation of counsel, selected by
22 them, concerning the claims hereby released. The Parties have read and understand fully this
23 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of
24 their own selection and intend to be legally bound by the same.

25 **11.5.** Whether or not the Effective Date occurs or the Settlement Agreement is
26 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or
27 document executed pursuant to or in furtherance of this Agreement or the settlement:

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

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

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

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

27

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

6 **11.6.** The Parties acknowledge and agree that any Party may request that the Court
7 appoint a Settlement Special Master. Each Party explicitly reserves the right to oppose any such
8 request. Any fees earned or costs incurred by any such Settlement Special Master shall be paid
9 exclusively from the Settlement Fund.

10 **11.7.** The Parties acknowledge and agree that no opinion concerning the tax
11 consequences of the proposed Settlement to Settlement Class Members is given or will be given
12 by the Parties, nor are any representations or warranties in this regard made by virtue of this
13 Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination
14 thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the
15 tax consequences may vary depending on the particular circumstances of each individual
16 Settlement Class Member.

17 **11.8.** The headings used herein are used for the purpose of convenience only and are
18 not meant to have legal effect.

19 **11.9.** The waiver by one Party of any breach of this Settlement Agreement by any other
20 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this
21 Settlement Agreement.

22 **11.10.** All of the exhibits to this Settlement Agreement are material and integral parts
23 hereof and are fully incorporated herein by reference.

24 **11.11.** This Settlement Agreement and its exhibits set forth the entire agreement and
25 understanding of the Parties with respect to the matters set forth herein, and supersede all prior
26 negotiations, agreements, arrangements and undertakings with respect to the matters set forth
27 herein. No representations, warranties or inducements have been made to any party concerning

1 this Settlement Agreement or its exhibits other than the representations, warranties and
2 covenants contained and memorialized in such documents. This Settlement Agreement may be
3 amended or modified only by a written instrument signed by or on behalf of all Parties or their
4 respective successors-in-interest.

5 **11.12.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees
6 and costs incurred in any way related to the Action.

7 **11.13.** Plaintiffs represent and warrant that they have not assigned any claim or right or
8 interest relating to any of the Released Claims against the Released Parties to any other person or
9 party and that they are fully entitled to release the same.

10 **11.14.** Each person executing this Settlement Agreement, any of its exhibits, or any
11 related settlement documents on behalf of any Party hereto, hereby warrants and represents that
12 such person has the full authority to do so and has the authority to take appropriate action
13 required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

14 **11.15.** This Settlement Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same instrument.
16 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this
17 Settlement Agreement. A complete set of original executed counterparts shall be filed with the
18 Court if the Court so requests.

19 **11.16.** The Court shall retain jurisdiction with respect to implementation and
20 enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the
21 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in
22 this Settlement Agreement.

23 **11.17.** This Settlement Agreement shall be governed by and construed in accordance
24 with the laws of the State of Washington without reference to the conflicts of laws provisions
25 thereof.

26 **11.18.** This Settlement Agreement is deemed to have been prepared by counsel for all
27 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have

1 contributed substantially and materially to the preparation of this Settlement Agreement, no
2 Party is entitled to have this Settlement Agreement construed against any other Party on the basis
3 of such Party’s capacity as drafter of any provision of this Settlement Agreement.

4 **11.19.** Where this Settlement Agreement requires notice to the Parties, such notice shall
5 be sent to the following counsel. For Plaintiffs: Todd Logan, Edelson PC, 150 California Street,
6 18th Floor, San Francisco, California 94111. For Defendant: Behnam Dayanim, Paul Hastings
7 LLP, 2050 M Street NW, Washington, DC 20036.

8 **11.20.** All time periods and dates described in this Agreement are subject to the Court’s
9 approval. These time periods and dates may be changed by the Court or by the Parties’ written
10 agreement without notice to the Settlement Class. The Parties reserve the right, subject to the
11 Court’s approval, to make any reasonable extensions of time that might be necessary to carry out
12 any provision of this Agreement.

13 **11.21.** Defendant shall be given an opportunity to review and provide comments to
14 Plaintiffs’ preliminary approval and final approval briefs, and Plaintiffs shall consider in good
15 faith all such comments.

16
17 **[SIGNATURES BEGIN ON FOLLOWING PAGE]**
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1 IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be
2 executed by their duly authorized attorneys.

3
4 Date: 6/20/2022

Tonda Ferrando

By: (signature) Tonda Ferrando

Name: (printed) Tonda Ferrando

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8
9 Date: _____

Dex Marzano

By: (signature) _____

Name: (printed) _____

10
11
12
13 Date: _____

Edelson PC

By: (signature) _____

Name: (printed) _____

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17
18 Date: June 27, 2022

Zynga Inc.

By: (signature)  _____
D6CBA7446FD4481

Its: VP, Legal

Name: (printed) Claudia Sanchez Wilson

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23
24 Date: _____

Paul Hastings LLP

By: (signature) _____

Name: (printed) _____

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

3 **Tonda Ferrando**

4 Date: _____

By: (signature) _____

5 Name: (printed) _____
6

7 **Dex Marzano**

8 Date: 6/21/2022

9 By: (signature) Dex Marzano

10 Name: (printed) Dex Marzano
11

12 **Edelson PC**

13 Date: _____

By: (signature) _____

14 Name: (printed) _____
15

16 **Zynga Inc.**

17 Date: _____

By: (signature) _____

18 Its: _____
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Name: (printed) _____
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21 **Paul Hastings LLP**

22 Date: _____

By: (signature) _____

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Name: (printed) _____

Dex Marzano

By: (signature) _____

Name: (printed) _____

Date: _____

Edelson PC

By: (signature)  _____

Name: (printed) Todd Logan

Date: 6/21/2022

Zynga Inc.

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Paul Hastings LLP

By: (signature)  _____

Name: (printed) Behram Dayanani

Date: 6/22/2022