

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

ADRIENNE BENSON and MARY  
SIMONSON, individually and on behalf of all  
others similarly situated,

*Plaintiffs,*

v.

DOUBLEDOWN INTERACTIVE, LLC, a  
Washington limited liability company,  
INTERNATIONAL GAME TECHNOLOGY,  
a Nevada corporation, and IGT, a Nevada  
corporation,

*Defendants.*

No. 18-cv-00525-RSL

**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 Plaintiffs Adrienne Benson and Mary Simonson (“Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendants DoubleDown Interactive, LLC (“DoubleDown”), International Game Technology, and IGT (together, “Defendants”) (Plaintiffs 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 9, 2018, Plaintiffs filed a putative class action complaint against DoubleDown Interactive, LLC and International Game Technology in the United States District Court for the Western District of Washington, Case No. 18-cv-525. Plaintiffs filed an Amended Complaint on July 23, 2018, and a Second Amended Complaint on April 26, 2021 that added IGT as an additional defendant.

B. Plaintiffs allege 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 Plaintiffs’ use of Defendants’ Applications and purchases of virtual chips therein.

C. On June 25, 2018, the Court granted Defendants’ Motion to Stay Deadlines and Discovery.

D. After Plaintiffs filed their First Amended Complaint, Defendants filed a Motion to Compel Arbitration and to Stay Action on August 20, 2018. After full briefing on the motion, the district court, with the Honorable Ronald B. Leighton presiding, denied the Motion to Compel

1 Arbitration on November 13, 2018.

2 E. Defendants appealed that order to the United States Court of Appeals for the Ninth  
3 Circuit, and moved to stay the action pending resolution of that appeal. After Defendants filed  
4 Answers to Plaintiffs' First Amended Complaint on January 18, 2019, the district court granted  
5 Defendants' motion to stay the action on February 28, 2019.

6 F. After full briefing before the Ninth Circuit, including supplemental briefs  
7 requested by the court and oral argument, the Ninth Circuit affirmed the denial of Defendants'  
8 Motion to Compel Arbitration on January 29, 2020.

9 G. In April 2020, Plaintiffs served subpoenas on Apple, Facebook, and Google,  
10 seeking transaction data for purchases of virtual chips in the Applications (defined below). On  
11 May 14, 2020, DoubleDown filed a Motion for a Protective Order regarding these subpoenas. In  
12 June 2020, Plaintiffs served additional subpoenas on Apple, Facebook, and Google (the  
13 "Platforms"). DoubleDown filed another Motion for a Protective Order regarding the second set  
14 of subpoenas on July 2, 2020. Plaintiffs also served document requests on DoubleDown, and on  
15 July 16, 2020, Plaintiffs filed a Motion to Compel Re: RFP No. 4, which sought transaction data  
16 for purchases of virtual chips in the Applications. After full briefing on both Motions for  
17 Protective Order and the Motion to Compel, the Court entered an order on August 7, 2020  
18 allowing Plaintiffs to seek transaction data on Washington-based users of the DoubleDown  
19 Casino application (from both DoubleDown and the Platforms), and quashing Plaintiffs' second  
20 set of subpoenas to the Platforms.

21 H. On June 17, 2020, Defendants filed a Motion to Certify Questions to the  
22 Washington Supreme Court. After full briefing, the Court denied the motion on August 11, 2020.  
23 Defendants filed a Motion for Reconsideration on August 25, 2020.

24 I. On August 31, 2020, the case was reassigned to Judge Robert S. Lasnik,  
25 following Judge Ronald B. Leighton's retirement from the federal bench.

26 J. After additional briefing on the motion for reconsideration, the Court denied the  
27 motion on January 15, 2021.

1 K. On August 13, 2020, Defendants filed a Motion to Strike Nationwide Class  
2 Allegations. After full briefing, the Court denied the motion on March 19, 2021. On April 29,  
3 2021, DoubleDown filed a Motion for Certification Pursuant to 28 U.S.C. § 1292(b) and Motion  
4 to Stay regarding this order. After full briefing, the Court denied the Motion to Certify an  
5 interlocutory appeal on June 29, 2021.

6 L. On September 10, 2020, Defendants filed a Motion to Dismiss Under Fed. R. Civ.  
7 P. 12(b)(1) and Motion to Abstain. After full briefing, the Court denied the motion on March 24,  
8 2021. Defendants filed a Motion for Certification Pursuant to 28 U.S.C. § 1292(b) and Motion to  
9 Stay on April 15, 2021 regarding this order. Defendants later withdrew that motion on April 26,  
10 2021.

11 M. On February 25, 2021, Plaintiffs filed a Motion for Class Certification and for  
12 Preliminary Injunction. After motion practice regarding the class certification briefing schedule  
13 and initial discovery disputes, Defendants each filed briefs in opposition on May 11, 2021.  
14 Plaintiffs filed a Reply brief on May 24, 2021, and Defendants each filed Surreply briefs on June  
15 1, 2021.

16 N. On March 12, 2021, the Court set a trial date for November 1, 2021.

17 O. On March 25, 2021, Plaintiffs filed a Motion to Compel DoubleDown to Produce  
18 Documents Responsive to RFP No. 14. On April 22, 2021, Plaintiffs filed a Motion to Compel  
19 DoubleDown to Produce Documents Responsive to RFP No. 26. After full briefing on both  
20 motions, the Court granted both on July 19, 2021.

21 P. On April 1, 2021, International Game Technology filed a Motion for Leave to  
22 File an Amended Answer. Plaintiffs did not oppose, and the Court granted the motion on April  
23 19, 2021. International Game Technology filed their Amended Answer on April 21, 2021.

24 Q. After the Parties stipulated to an amendment of the pleadings, Plaintiffs filed a  
25 Second Amended Complaint on April 26, 2021 against DoubleDown, International Game  
26 Technology, and IGT. DoubleDown and International Game Technology filed Answers to the  
27 Second Amended Complaint on May 10, 2021. IGT filed a Motion to Dismiss the Second

1 Amended Complaint on May 18, 2021. After full briefing, that motion remains pending as of the  
2 date of this Agreement.

3 R. On May 6, 2021, DoubleDown filed a Renewed Motion to Compel Arbitration  
4 and to Stay. After full briefing, that motion remains pending as of the date of this Agreement.

5 S. On June 11, 2021, Plaintiffs filed a Motion for Leave to Submit an Affirmative  
6 Expert Report and a Rebuttal Expert Report.

7 T. On June 17, 2021, DoubleDown filed a Motion to Continue the Trial Date and  
8 Pretrial Deadlines. International Game Technology and IGT and Plaintiffs each filed responses.  
9 On July 8, 2021, DoubleDown filed a Motion for Relief from Settlement Conference and  
10 Dispositive Motions Deadlines. On July 19, 2021, the Court continued discovery and settlement  
11 conference deadlines, and struck all subsequent case management deadlines, including the  
12 dispositive motion deadline and the trial date.

13 U. On July 1, 2021, Plaintiffs filed a Motion to Compel the Production of Documents  
14 Responsive to Nine Requests. After full briefing, that motion remains pending as of the date of  
15 this Agreement.

16 V. On August 5, 2021, Plaintiffs filed a Motion for Leave to Take Seven Additional  
17 Depositions, a Motion to Amend the ESI Agreement and Compel Production of a Post-Filing  
18 Privilege Log, and a Motion to Compel Production of Documents Responsive to Thirteen  
19 Requests. After full briefing on each of the three motions, they each remain pending as of the  
20 date of this Agreement.

21 W. Between March 2021 and August 2021, Defendants took (and Plaintiffs' Counsel  
22 defended) depositions of Adrienne Benson, Mary Simonson, and six (6) other putative class  
23 members. During that same period, Plaintiffs took (and Defendants' Counsel defended) Rule  
24 30(b)(6) depositions of DoubleDown, International Game Technology, and IGT, as well as  
25 depositions of four (4) other DoubleDown employees and two (2) of Defendants' proposed  
26 expert witnesses. In and around that period, the Parties also exchanged significant written  
27 discovery, including approximately 325,000 pages of documents.

1 X. On August 19, 2021, Plaintiffs filed a Motion for Spoliation Sanctions and an  
 2 Evidentiary Hearing. After full briefing, the motion remains pending as of the date of this  
 3 Agreement. Each of the Defendants also filed a motion to strike some or all of the Plaintiffs'  
 4 Reply brief; those motions also remain pending.

5 Y. On September 16, 2021, Plaintiffs filed a Rule 26(b)(5)(B) Motion to Preserve  
 6 Dkt. #434-4, to Compel Additional Documents, and to Compel Davis Wright Tremaine to  
 7 Appear Under Oath at an Evidentiary Hearing. After full briefing, the motion remains pending as  
 8 of the date of this Agreement.

9 Z. On November 24, 2021, Plaintiffs filed an Omnibus Motion to Unseal in Part and  
 10 Seal in Part regarding various filings made provisionally under seal. After full briefing, the  
 11 motion remains pending as of the date of this Agreement.

12 AA. In June 2022, the Parties agreed to participate in a mediation of the matter with  
 13 Phillips ADR to attempt to reach a negotiated resolution of the Action; specifically, the Parties  
 14 agreed to schedule a videoconference mediation session on July 28, 2022 with Niki Mendoza of  
 15 Phillips ADR, and an in-person mediation session on August 26, 2022 with Ms. Mendoza and  
 16 Judge Layn Phillips (ret.). The Parties also stipulated to a stay of the case, which was extended  
 17 through August 8, 2022.

18 BB. In the weeks leading up to the July 28 mediation, the Parties were in frequent  
 19 communication with the Phillips ADR team and each other in order to start narrowing the  
 20 potential frameworks for resolution. The Plaintiffs submitted an opening brief, the Defendants  
 21 each submitted response briefs, and the Plaintiffs submitted a reply brief—all regarding the core  
 22 facts, legal issues, litigation risks, and potential settlement structures. The Parties supplemented  
 23 that briefing with telephonic and written correspondence with each other and the Phillips ADR  
 24 team, clarifying each party's position in advance of the mediation.

25 CC. On July 28, 2021, the Parties participated in a more-than-full-day mediation  
 26 session via videoconference. No agreement was reached.

27 DD. In the days following the mediation, the Parties continued to exchange frequent

1 telephonic and written correspondence, with each other and with Phillips ADR.

2 EE. On August 9, 2022, Plaintiffs filed a Motion for a Temporary Restraining Order.  
3 After full, expedited briefing and a hearing on August 17, 2022, the Court denied the motion.

4 FF. Following the hearing, the Parties continued to engage in frequent communication  
5 with Phillips ADR regarding potential settlement frameworks and material terms of a potential  
6 agreement.

7 GG. On August 23, 2022, the Parties reached an agreement in principle on the material  
8 terms of a class action settlement. Over the next several days, the Parties continued negotiating  
9 the details of the settlement, culminating in the execution of a Term Sheet on August 26, 2022.

10 HH. As reflected in the Term Sheet, the Parties reached an impasse on the issue of  
11 when Defendants must establish the Settlement Fund. Plaintiffs contended that Defendants must  
12 establish the Settlement Fund within thirty (30) days of the entry of Preliminary Approval.  
13 Defendants contended that Defendants must establish the Settlement Fund within fourteen (14)  
14 days of the entry of Final Approval. To resolve the impasse, the Parties agreed to leave the issue  
15 to the discretion of the Court. They agreed to submit the issue to the Court utilizing the Western  
16 District of Washington's Expedited Joint Motion Procedure, such that the issue is submitted on  
17 and noted for the same day that Plaintiffs file their motion for Preliminary Approval. Finally, as a  
18 compromise, the Parties agreed that in no event shall either DoubleDown or IGT be required to  
19 pay into the Settlement Fund more than 50% of its total individual contribution to the Settlement  
20 Fund prior to fourteen (14) days after the entry of Final Approval.

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

23 JJ. Plaintiffs believe that their claims have merit, that they would have succeeded in  
24 obtaining adversarial certification of the proposed Settlement Class, and that they would have  
25 ultimately prevailed on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and  
26 Class Counsel recognize that Defendants have raised factual and legal claims and defenses that  
27 present a risk that Plaintiffs may not prevail on their claims. Plaintiffs and Class Counsel have

1 also taken into account the uncertain outcome and risks of any litigation, especially in complex  
2 actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs and  
3 Class Counsel believe that it is desirable that the Released Claims be fully and finally  
4 compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions  
5 set forth in this Agreement.

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

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

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



## **AGREEMENT**

### **1. DEFINITIONS**

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

**1.1. “Action”** means the case captioned *Benson et al. v. DoubleDown Interactive, LLC et al.*, Case No. 18-cv-525, 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 DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and Ellen’s Road to Riches.

**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, the Settlement Administrator, or Phillips ADR, 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, and/or Google accounts from which in-Application purchases of virtual chips 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           **1.6. “Claims Deadline”** means the date by which all Claim Forms must be  
 2 postmarked or submitted on the Settlement Website to be considered timely and shall be fifty-six  
 3 (56) days after the Notice Date. The Claims Deadline shall be clearly set forth in the order  
 4 preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

5           **1.7. “Class Counsel”** means Jay Edelson, Rafey S. Balabanian, Todd Logan,  
 6 Alexander G. Tievsky, Brandt Silver-Korn, and Amy Hausmann of Edelson PC.

7           **1.8. “Class Representatives”** means Plaintiffs Adrienne Benson and Mary Simonson.

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

11           **1.10. “Defendants”** means DoubleDown Interactive, LLC; International Game  
 12 Technology; and IGT.

13           **1.11. “Defendants’ Counsel”** means Bird, Marella, Boxer, Wolpert, Nessim, Drooks,  
 14 Lincenberg, & Rhow, P.C., and Davis Wright Tremaine LLP for Defendant DoubleDown  
 15 Interactive LLC, and Baker & Hostetler LLP, and Duane Morris LLP for Defendants  
 16 International Game Technology and IGT.

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

1           **1.13. “Escrow Account”** means the separate, interest-bearing escrow account to be  
 2 established by the Settlement Administrator under terms acceptable to all Parties. The Escrow  
 3 Account will be at an FDIC-insured depository institution of the Settlement Administrator’s  
 4 choice (subject to any Party’s reasonable veto). The Settlement Fund shall be deposited by  
 5 Defendants into the Escrow Account consistent with the provisions in Section 2.1 below, and the  
 6 money in the Escrow Account shall be invested in the following types of accounts and/or  
 7 instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and  
 8 certificates of deposit, (iii) United States Treasury bills; or (iv) other similar instruments backed  
 9 by the full faith and credit of the United States Government. The costs of establishing and  
 10 maintaining the Escrow Account shall be paid from the Settlement Fund.

11           **1.14. “Fee Award”** means the amount of attorneys’ fees and reimbursement of  
 12 expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

13           **1.15. “Final Approval Hearing”** means the hearing before the Court where the  
 14 Plaintiffs will request that the Final Judgment be entered by the Court finally approving the  
 15 Settlement as fair, reasonable and adequate, and approving the Fee Award and any incentive  
 16 awards to the Class Representatives.

17           **1.16. “Final Judgment”** means the final judgment and order to be entered by the Court  
 18 approving the Agreement after the Final Approval Hearing.

19           **1.17. “Law”** means Washington State or other federal, state, local, statutory or  
 20 common law, any other law or in equity, including the law of any jurisdiction outside the United  
 21 States.

22           **1.18. “Lifetime Spending Amount”** means the total amount of money a Settlement  
 23 Class Member spent within the Applications through and including the date of Preliminary  
 24 Approval.

25           **1.19. “Notice”** means the notice of this Settlement and Final Approval Hearing, which  
 26 is to be sent to the Settlement Class substantially in the manner set forth in this Agreement and  
 27

approved by the Court, is consistent with the requirements of Due Process and Rule 23, and which is substantially in the form of Exhibits B, C, and D attached hereto.

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

**1.21. “Notice Date”** means the date upon which the Notice set forth in Section 4 is complete, which shall be a date no later than thirty-five (35) days after entry of Preliminary Approval unless some other date is set by the Court.

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

**1.23. “Plaintiffs”** mean Adrienne Benson and Mary Simonson, the plaintiffs in the Action.

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

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

**1.26. “Platform ID”** means the unique identifier assigned by a Platform Provider to a person who has a Platform Provider account and/or login. Platform IDs are not assigned/generated by or known to Defendants.

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

**1.28. “Preliminary Approval”** means the order preliminarily approving the Settlement, preliminarily certifying the Settlement Class for settlement purposes, preliminarily

1 appointing Class Counsel and the Class Representatives, approving the form and manner of the  
2 Notice, and scheduling the Final Approval Hearing.

3 **1.29. “Prospective Measures”** means those activities set forth in Sections 2.2 (a) – (c).

4 **1.30. “Released Claims”** means any and all actual, potential, filed, unfiled, known or  
5 unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,  
6 liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages,  
7 punitive damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown  
8 Claims” as defined below), whether in law or in equity; accrued or unaccrued; direct, individual  
9 or representative; of every nature and description whatsoever; based on any violations of Law,  
10 that are or have been alleged or otherwise raised or could have been raised in the Action or that  
11 arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures,  
12 statements, representations, omissions, or failures to act relating to the operation of the  
13 Applications and/or the sale of virtual chips in the Applications, and/or the direct or indirect  
14 receipt of money derived from the sale of virtual chips, such as claims that the Applications are  
15 illegal gambling under any Law, that virtual chips in the Applications are “things of value” under  
16 any Law or that aspects of the Applications are deceptive or unfair under any Law, against the  
17 Released Parties or any one of them. This release includes but is not limited to (1) claims  
18 potentially subject to arbitration agreements; and (2) claims for amounts spent on in-Application  
19 purchases that are attributable to Platform Provider fees.

20 **1.31. “Released Parties”** means Defendants, the Platform Providers, and their present  
21 or former administrators, predecessors, successors, assigns, parents, affiliates, subsidiaries,  
22 holding companies, investors, divisions, employees, agents, representatives, consultants,  
23 independent contractors, directors, service providers, vendors, directors, managing directors,  
24 officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other  
25 advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters,  
26 shareholders, lenders, auditors, investment advisors, and any other representatives of any of these  
27 persons and entities.

1           **1.32. “Releasing Parties”** means Plaintiffs and other Settlement Class Members and  
 2 their respective past, present, and future heirs; children; spouses; beneficiaries; conservators,  
 3 executors; estates; administrators; assigns; agents; consultants; independent contractors; insurers;  
 4 attorneys; accountants; financial and other advisors; investment bankers; underwriters; lenders;  
 5 and any other representatives of any of these persons and entities.

6           **1.33. “Settlement Administration Expenses”** means (i) the expenses incurred by the  
 7 Settlement Administrator in providing Notice, hosting the Settlement Website, processing Claim  
 8 Forms, responding to inquiries from members of the Settlement Class, distributing Settlement  
 9 Payments for Approved Claims, related tax expenses, fees of the escrow agent, and related  
 10 services, and (ii) the fees and expenses of Phillips ADR as provide in Section 5.4, if applicable,  
 11 with all such expenses to be paid from the Settlement Fund.

12           **1.34. “Settlement Administrator”** means JND Legal Administration, subject to  
 13 approval of the Court, which will administer the Notice and Settlement Website, process  
 14 Approved Claims, and distribute Settlement Payments to Settlement Class Members, be  
 15 responsible for tax reporting, and perform other such settlement administration matters as set  
 16 forth in or contemplated by this Agreement.

17           **1.35. “Settlement Class”** means all individuals who, in the United States (as  
 18 reasonably determined by IP address information, billing information, or other information  
 19 furnished by DoubleDown and the Platform Providers), played the Applications on or before  
 20 Preliminary Approval of the Settlement. Excluded from the Settlement Class are (1) any Judge or  
 21 Magistrate presiding over this Action and members of their families, (2) the Defendants, Defendants’  
 22 subsidiaries, parent companies, successors, predecessors, and any entity in which a Defendant or its  
 23 parent has a controlling interest and their current or former officers, directors, and employees, (3)  
 24 persons who properly execute and file a timely request for exclusion from the Settlement Class, and  
 25 (4) the legal representatives, successors or assigns of any such excluded persons.  
 26  
 27

1           **1.36. “Settlement Class Member”** means any person who falls within the definition of  
 2 the Settlement Class and who does not submit a valid request for exclusion from the Settlement  
 3 Class.

4           **1.37. “Settlement Fund”** means the non-reversionary cash fund that shall be  
 5 established by Defendants in the total amount of four hundred fifteen million dollars  
 6 (\$415,000,000.00), to be deposited by Defendants into the Escrow Account pursuant to Section  
 7 2, plus all interest earned thereon. Defendants shall be individually responsible for contributing  
 8 to the Settlement Fund as follows: IGT shall contribute two hundred sixty nine million seven  
 9 hundred fifty thousand dollars (\$269,750,000) and DoubleDown shall contribute one hundred  
 10 forty five million two hundred fifty thousand dollars (\$145,250,000). From the Settlement Fund,  
 11 the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members,  
 12 Settlement Administration Expenses, other Notice costs, any incentive awards to the Class  
 13 Representatives, taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be kept  
 14 in the Escrow Account with permissions granted to the Settlement Administrator to access said  
 15 funds until such time as the above-listed payments are made. The Settlement Administrator shall  
 16 be responsible for all tax filings with respect to any earnings on the amounts in the Settlement  
 17 Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund  
 18 represents the total extent of Defendants’ monetary obligation under this Agreement.

19           **1.38. “Settlement Payment(s)”** means the payment(s) from the Net Settlement Fund to  
 20 be made to Settlement Class Members with Approved Claims according to the Plan of  
 21 Allocation.

22           **1.39. “Settlement Website”** means the website to be created, launched, and maintained  
 23 by the Settlement Administrator which shall allow for the electronic submission of Claim Forms  
 24 and shall provide access to relevant case documents including the Notice, information about the  
 25 submission of Claim Forms, and other relevant documents. The Settlement Website shall also  
 26 advise the Settlement Class of the total value of the Settlement Fund and give Settlement Class  
 27

Members the ability to estimate their Settlement Payment. The Settlement Website shall remain accessible until at least thirty (30) days after the Effective Date.

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

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

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

## **2. SETTLEMENT RELIEF**

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

(a) Defendants shall pay or cause to be paid into the Escrow Account four hundred fifteen million dollars (\$415,000,000.00), according to their individual contribution



1 obligations in Section 1.37. The contributions shall be made on a date or dates as ordered by  
2 the Court in connection with the dispute resolution process identified in Recital HH.

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

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

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

13 (e) Within ninety (90) days after the Effective Date, or such other date as the  
14 Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved  
15 Claims by check or electronic payment.

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

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

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

1 forth above, or that any second-distribution funds remain in the Net Settlement Fund after an  
 2 additional ninety (90) calendar days, such funds shall revert to the Legal Foundation of  
 3 Washington, or such other cy pres recipient as approved by the Court.

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

6 **2.2. Prospective Measures.** DoubleDown shall take the following steps in connection  
 7 with this Settlement within ninety (90) days of Final Approval:

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

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

1 specified by the player, including by creation of a new Application account, from any device ID  
2 determined by DoubleDown, using commercially reasonable efforts, to be associated with the  
3 excluded account. After a self-exclusion request is responded to in full by DoubleDown,  
4 DoubleDown shall not remove these restrictions for the period identified in the self-exclusion  
5 policy at the time the self-exclusion is requested.

6 (c) The Parties recognize and agree that, in response to this litigation,  
7 DoubleDown has made changes to the game mechanics for the Applications to ensure that  
8 players who run out of sufficient virtual chips are able to continue to play the Applications they  
9 are playing, and will be able to continue to play games within the Application without needing to  
10 purchase additional virtual chips or wait until they would have otherwise received free additional  
11 virtual chips in the ordinary course. Specifically, players who run out of chips will be able to  
12 continue to play at least one game within the Application they are playing.

13 (d) DoubleDown retains the authority on how to specifically implement the  
14 Prospective Measures, but agree to consider in good faith suggestions by Plaintiffs on these  
15 issues, as well as any suggestions for further changes to the game modifications described in (c).

16 (e) Plaintiffs acknowledge that DoubleDown has already implemented the  
17 changes addressed above in (a)-(b) in DoubleDown Casino.

18 (f) Notwithstanding the above, this Settlement will not require any Defendant  
19 to state or imply that it is engaged in illegal gambling activities, and DoubleDown will not be  
20 required to implement any game modifications or enhancements that either directly or indirectly  
21 imply that Defendants admit that Plaintiffs' legal claims have merit.

### 22 **3. RELEASES**

23 **3.1.** The obligations incurred pursuant to this Settlement Agreement shall be a full and  
24 final disposition of the Action and any and all Released Claims, as against all Released Parties.

25 **3.2.** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed  
26 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,  
27 relinquished, and discharged all Released Claims against the Released Parties, and each of them.

1           **3.3.** Upon the Effective Date, the Released Parties, and each of them, further shall by  
 2 operation of the Final Judgment have, fully, finally, and forever released, relinquished, and  
 3 discharged all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of  
 4 or relate in any way to the commencement, prosecution, settlement, or resolution of the Action,  
 5 except for claims to enforce the terms of the Settlement.

6           **3.4.** Plaintiffs and all other Settlement Class Members further stipulate that, with the  
 7 implementation of the Prospective Measures, virtual chips in the Applications are gameplay  
 8 enhancements, not “things of value” as defined by RCW 9.46.0285. As long as those prospective  
 9 measures remain implemented in the Applications as described, Settlement Class Members are  
 10 estopped from contending that virtual chips in the Applications are “things of value” under  
 11 current Washington law or that aspects of the Applications at issue in these cases render the  
 12 Applications deceptive or unfair under Washington law.

#### 13   **4. NOTICE**

14           **4.1. Class List.** To effectuate the Notice Plan, within twenty-eight (28) calendar days  
 15 of the execution of this Settlement Agreement:

16                   (a) DoubleDown shall provide Class Counsel all contact information for  
 17 persons in the Settlement Class reasonably available to DoubleDown, including names, emails  
 18 addresses, and mailing addresses. For each Player ID with a Lifetime Spending Amount greater  
 19 than zero, DoubleDown shall further provide the Player ID’s Lifetime Spending Amount.

20                   (b) Defendants will not oppose or otherwise impair Class Counsel’s efforts to  
 21 subpoena the Platform Providers to obtain all contact information in the Platform Providers’  
 22 possession, including all names, usernames/Platform IDs, phone numbers, email addresses, and  
 23 mailing addresses, of all persons in the Settlement Class with a Lifetime Spending Amount  
 24 greater than zero.

25                   (c) Defendants will not oppose or otherwise impair Class Counsel’s efforts to  
 26 subpoena the Platform Providers to obtain all Lifetime Spending Amounts greater than zero for  
 27

each username/Platform ID associated with a Settlement Class Member whose contact information is obtained pursuant to Section 4.1(b).

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

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

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

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

1 contained in the Class List. The Settlement Administrator shall also send Notice substantially in  
2 the form attached as Exhibit C via First Class U.S. Mail to all Settlement Class Members with a  
3 Lifetime Spending Amount greater than \$100.00, provided an associated U.S. Mail address is  
4 contained in the Class List or the Settlement Administrator is reasonable able to obtain a U.S.  
5 Mail address, by skip tracing or otherwise.

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

12 (c) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, ten (10)  
13 days prior to the Claims Deadline, and five (5) days prior to the Claims Deadline, the Settlement  
14 Administrator shall again send Notice via email along with an electronic link to the Claim Form,  
15 to all Settlement Class Members for whom a valid email address is available in the Class List.  
16 The reminder emails shall be substantially in the form of Exhibit B, with minor, non-material  
17 modifications to indicate that it is a reminder email rather than an initial notice.

18 (d) *Settlement Website.* Within seven (7) days after Preliminary Approval,  
19 Notice shall be provided on a website at [www.doubledownsettlement.com](http://www.doubledownsettlement.com), which shall be  
20 administered and maintained by the Settlement Administrator and shall include the ability to file  
21 Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the  
22 form of Exhibit D hereto. The Settlement Website shall also advise the Settlement Class of the  
23 total value of the Settlement Fund and provide Settlement Class Members the ability to  
24 approximate their Settlement Payment.

25 (e) *Digital Publication Notice.* The Settlement Administrator will supplement  
26 the direct notice program with a digital publication notice program that will deliver more than  
27 fifty million (50,000,000) impressions to likely Settlement Class Members. The digital

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

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

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

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

**4.4. Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) any Player ID(s), (ii) any email address(es) associated with the use of the Applications, (iii) current contact telephone number, U.S. Mail address, and email

address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with or otherwise received by the Court, and e-mailed or delivered to Class Counsel and Defendants' Counsel, no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

**4.5. Right to Request Exclusion.** Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case by name, "*Benson et al. v. DoubleDown Interactive, LLC et al.*, No. 18-cv-525 (W.D. Wash)," or in some substantially similar, reasonably identifiable fashion, (iii) states the individual's Player ID and email addresses associated with the Applications, (iv) states the individual's current contact telephone number, U.S. Mail address, and email address, (v) is physically signed by the individual seeking exclusion, and (vi) contains a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class." The Settlement Administrator shall create a



dedicated e-mail address to receive exclusion requests electronically, provided they meet the listed criteria of this paragraph. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not received within the time specified shall be invalid, and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved by the Court. Any person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No person may request to be excluded from the Settlement Class through a “mass” or “class” opt-out, meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this paragraph.

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

**5.1.** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants’ Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants’ Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of

1 electronic payments unprocessed, and the amount distributed to any *cy pres* recipient. Without  
 2 limiting the foregoing, the Settlement Administrator shall:

3 (a) Receive requests to be excluded from the Settlement Class and promptly  
 4 provide Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator  
 5 receives any exclusion forms after Objection/Exclusion Deadline, the Settlement Administrator  
 6 shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

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

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

13 **5.2.** The Settlement Administrator shall distribute Settlement Payments according to  
 14 the provisions enumerated in Section 2.1.

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

1 contact any person who has submitted a Claim Form to obtain additional information necessary  
2 to verify the Claim Form.

3       **5.4.** Class Counsel and Defendants' Counsel shall both have the right to challenge the  
4 Settlement Administrator's acceptance or rejection of any particular Claim Form *or* the amount  
5 proposed to be paid on account of any particular Settlement Class Member's claim. Any disputes  
6 shall be submitted for final, non-appealable decision to the Hon. Layn R. Phillips (Ret.) and Niki  
7 Mendoza of Phillips ADR, who shall make all decisions jointly. Judge Phillips and Ms. Mendoza  
8 shall also be responsible for all Final Claims Determinations, meaning they shall:

9               (a) Determine and work with the Settlement Administrator to implement a  
10 process by which each claimant shall be informed of the Settlement Administrator's initial  
11 determination as to claimant's claim validity and Lifetime Spending Amount, and that the  
12 claimant has the right within twenty-one (21) calendar days of receipt of that notice to challenge  
13 that initial determination;

14               (b) Determine and work with the Settlement Administrator, Class Counsel,  
15 and Defendants' Counsel to implement a process by which any claimant shall be able to  
16 challenge the Settlement Administrator's initial determination as to claim validity (including any  
17 late claims) and Lifetime Spending Amount;

18               (c) Allow, as to any challenges to the Settlement Administrator's initial  
19 determination as to claim validity or amount, the Settlement Administrator to first confer with  
20 the claimant to explain the determination in an effort to resolve the challenge;

21               (d) With respect to any unresolved challenges, finally resolve any challenges  
22 to the Settlement Administrator's initial determinations as to claim validity or Lifetime Spending  
23 Amount;

24               (e) To the extent deemed appropriate and necessary by Judge Phillips and Ms.  
25 Mendoza, retain one or more claims administration consultants to review the Settlement  
26 Administrator's models and programming for accuracy and to suggest any necessary corrections  
27 which will, in the first instance be reviewed by Class Counsel, and then if any issues as to the

models and programming remains, be recommended to Judge Phillips and Ms. Mendoza, who have the non-appealable final binding decision-making authority;

(f) Finally determine the amount of each valid claim, consistent with the Plan of Allocation; and

(g) Determine whether any portion of the Settlement Fund should be held back as reserve funds to address any unforeseen circumstances within the claims processes, and if so, work with the Settlement Administrator to implement the distribution of the reserve funds to Class Members with Approved Claims.

(h) For the avoidance of doubt, Judge Phillips and Ms. Mendoza shall have no authority to increase the size of the Settlement Fund, to seek or order additional discovery from Defendants, or to otherwise impact and Defendants' liability or other obligations under the Settlement Agreement.

(i) Judge Phillips' and Ms. Mendoza's regular hourly rates, as well as the regular hourly rates of any Phillips ADR staff they may choose to assist with the Final Claims Determinations, along with any authorized consultants retained as deemed appropriate in their discretion, shall be paid from the Settlement Fund.

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

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

(a) Appoint Plaintiffs Adrienne Benson and Mary Simonson as Class Representatives of the Settlement Class for settlement purposes only;

(b) Appoint Class Counsel to represent the Settlement Class for settlement purposes only;

(c) Certify the Settlement Class under Fed. R. Civ. P. 23 for settlement purposes only;

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

3 (e) Empower Judge Phillips and Ms. Mendoza to make all Final Claims  
4 Determinations as set forth in the Settlement Agreement;

5 (f) Approve the form and contents of the Notice and the method of its  
6 dissemination to the Settlement Class;

7 (g) Set the date or dates by which Defendants must establish the Settlement  
8 Fund; and

9 (h) Schedule a Final Approval Hearing to review comments and/or objections  
10 regarding the Settlement; to consider its fairness, reasonableness, and adequacy; to consider the  
11 application for any Fee Award and incentive awards to the Class Representatives; and to  
12 consider whether the Court shall issue a Final Judgment approving this Agreement and  
13 dismissing the Action with prejudice.

14 **6.2. Final Approval Order.** After Notice is given, and no earlier than twenty-one (21)  
15 days following the Claims Deadline, Class Counsel shall move the Court for final approval and  
16 entry of a Final Judgment, which shall include, among other a provisions, a request that the  
17 Court:

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

21 (b) approve the Settlement Agreement and the proposed settlement as fair,  
22 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct  
23 the Parties and their counsel to implement and consummate the Settlement Agreement according  
24 to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res  
25 judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained  
26 by or on behalf of Plaintiffs and the Releasing Parties with respect to the Released Claims;  
27

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

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

11 (e) empower Judge Phillips and Ms. Mendoza to make all Final Claims  
12 Determinations as set forth in the Settlement Agreement;

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

16 (g) incorporate the Releases set forth above, make the Releases effective as of  
17 the Effective Date, and forever discharge the Released Parties from the Released Claims as set  
18 forth herein;

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

23 (i) without affecting the finality of the Final Judgment for purposes of appeal,  
24 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and  
25 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary  
26 purpose.

1           **6.3.**    The Parties shall, in good faith, cooperate, assist and undertake all reasonable  
2 actions and steps in order to accomplish these required events on the schedule set by the Court,  
3 subject to the terms of this Settlement Agreement.

4           **7.       TERMINATION AND CONFIRMATORY DISCOVERY**

5           **7.1.**    Each Party shall have the right, but not the obligation, to terminate the Settlement  
6 Agreement if more than five percent (5%) of the members of the Settlement Class exclude  
7 themselves from the Settlement. Notification of intent to terminate the Settlement Agreement  
8 must be provided within ten (10) calendar days from the date that the Settlement Administrator  
9 provides a list of exclusions following expiration of the opt out deadline. If this Settlement  
10 Agreement is terminated, it will be deemed null and void ab initio.

11           **7.2.**    Subject to Sections 9.1-9.3 below, the Parties to this Settlement Agreement shall  
12 additionally have the right to terminate this Agreement by providing a Termination Notice to all  
13 other Parties hereto within twenty-one (21) calendar days of any of the following events: (i) the  
14 Court's refusal to grant Preliminary Approval of this Agreement; (ii) the Court's refusal to enter  
15 the Final Judgment in the Action; (iii) the date upon which the Final Judgment is modified or  
16 reversed in any material respect by the Court of Appeals or the Supreme Court; or (iv) the date  
17 upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified  
18 or reversed in any material respect by the Court of Appeals or the Supreme Court.

19           **7.3.    Confirmatory Discovery.** Immediately upon execution of this Agreement,  
20 DoubleDown shall provide Class Counsel a declaration, from a person with sufficient  
21 knowledge, attesting that DoubleDown's total U.S.-based in-Application (*i.e.*, DoubleDown  
22 Casino, DoubleDown Fort Knox, DoubleDown Classic, or Ellen's Road to Riches) bookings  
23 from April 1, 2014 through and including June 30, 2022 are within 2% of \$2,128,000,000. In the  
24 event that U.S.-based in-Application revenues for this period are shown to exceed  
25 \$2,128,000,000 by more than two percent (2%), the Parties further agree that they shall execute  
26 an amended settlement agreement that adjusts the amount of the Settlement Fund proportionately  
27

1 to the increase in revenue to account for the error.

2 **8. INCENTIVE AWARDS AND CLASS COUNSEL'S ATTORNEYS' FEES AND**  
3 **REIMBURSEMENT OF EXPENSES**

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

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

25 **8.3. Incentive Awards.** Class Counsel intend to file a motion for Court approval of  
26 incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition  
27 to any funds the Class Representatives stand to otherwise receive from the Settlement as



Settlement Class Members with Approved Claims. With no consideration having been given or received for these limitations, Adrienne Benson and Mary Simonson will each seek incentive awards of no more than seven thousand five hundred dollars (\$7,500). Any awards shall be paid by the Settlement Administrator from the Escrow Account (in the form of checks to the Class Representatives that are sent care of Class Counsel) within fourteen (14) business days after entry of Final Judgment if there have been no objections to the Settlement Agreement and, if there have been such objections, within fourteen (14) business days after the Effective Date. Defendants reserves their rights to challenge any incentive award petitions. Should Class Counsel seek or the Class Representatives be awarded less than this amount, the difference in the amount sought and/or the amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

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

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

- (a) The Parties have executed this Agreement;
- (b) The Court has granted Preliminary Approval;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects, and such Final Judgment or other judgment consistent with this Agreement in all material respects has become final and non-appealable;
- (d) Defendants have fully funded the Settlement Fund; and
- (e) The Final Judgment has become final and unappealable, or, in the event that the Court enters an order and final judgment in a form other than that provided above

1 (“Alternative Judgment”), and that has the approval of the Parties, such Alternative Judgment  
2 becomes final and unappealable.

3 **9.2.** If some or all of the conditions specified in Section 9.1 are not met, or in the event  
4 that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is  
5 terminated or fails to become effective in accordance with its terms, then this Settlement  
6 Agreement shall be canceled and terminated subject to Section 7 unless Class Counsel and  
7 Defendants’ Counsel mutually agree in writing to proceed with this Agreement. If any Party is in  
8 material breach of the terms hereof, any other Party, provided that it is in substantial compliance  
9 with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties.  
10 Notwithstanding anything herein, the Parties agree that the Court’s failure to approve, in whole  
11 or in part, the Fee Award to Class Counsel and/or incentive awards to the Class Representatives  
12 set forth in Section 8 above shall not prevent the Agreement from becoming effective and  
13 Settlement Payments being distributed, nor shall it be grounds for termination.

14 **9.3.** If this Settlement Agreement is terminated or fails to become effective for the  
15 reasons set forth above, the Parties shall be restored to their respective positions as of the date of  
16 the signing of this Agreement. In such event, any Final Judgment or other order entered by the  
17 Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc,  
18 and the Parties shall be returned to the status quo ante as if this Settlement Agreement had never  
19 been entered into.

20 **9.4.** In the event the Settlement is terminated or fails to become effective for any  
21 reason, the Settlement Fund, together with any earnings thereon, less any taxes paid or due, less  
22 Settlement Administration Expenses or costs of Notice actually incurred and paid or payable  
23 from the Settlement Fund to the Settlement Administrator or Class Counsel, shall be returned to  
24 Defendants within thirty (30) calendar days after written notification of such event in accordance  
25 with instructions provided by Defendants’ Counsel to Class Counsel and the Settlement  
26 Administrator. At the request of Defendants’ Counsel, the Settlement Administrator or their  
27 designees shall apply for any tax refund owed on the amounts in the Settlement Fund and pay the

proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to Defendants or as otherwise directed.

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

**10.1.** Except as otherwise agreed by the Parties in writing and/or as required by legal disclosure obligations, the specific terms of this Settlement Agreement shall be confidential until the date of Plaintiffs' filing of a motion for preliminary approval, except that the Parties may immediately disclose to any and all third parties, including the Court and the public at large, that they have reached a settlement in principle for \$415,000,000 to resolve this case on a class action basis, the specific contribution of each Defendant to that settlement amount, and that the Applications will continue to be offered to U.S. residents. The Parties reserve the right to publicly announce the amounts they respectively paid or received, and to identify the Platform Providers that stand to be released under the settlement.

## **11. MISCELLANEOUS PROVISIONS**

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

**11.2.** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Class Representatives, the Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand.

1 Accordingly, the Parties agree not to assert in any forum that the Action was brought by  
2 Plaintiffs or defended by Defendants in bad faith or without a reasonable basis.

3 **11.3.** Each Party executing this Agreement warrants (a) that he, she, or it has all  
4 requisite power and authority to execute, deliver and perform this Settlement Agreement and to  
5 consummate the transactions contemplated herein, (b) that the execution, delivery and  
6 performance of this Settlement Agreement and the consummation by it of the actions  
7 contemplated herein have been duly authorized by all necessary corporate action on the part of  
8 each Party, and (c) that this Settlement Agreement has been duly and validly executed and  
9 delivered by each Party and constitutes its legal, valid and binding obligation. Each Party  
10 executing this Agreement further warrants that he, she, or it has the full authority to do so and  
11 has the authority to take appropriate action required or permitted to be taken pursuant to the  
12 Settlement Agreement to effectuate its terms.

13 **11.4.** The Parties have relied upon the advice and representation of counsel, selected by  
14 them, concerning the claims hereby released. The Parties have read and understand fully this  
15 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of  
16 their own selection and intend to be legally bound by the same.

17 **11.5.** Whether or not the Effective Date occurs or the Settlement Agreement is  
18 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or  
19 document executed pursuant to or in furtherance of this Agreement or the settlement:

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

26 (b) is, may be deemed, or shall be used, offered or received against  
27 Defendants as an admission, concession or evidence of any fault, misrepresentation or omission

1 with respect to any statement or written document approved or made by the Released Parties, or  
2 any of them;

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

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

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

25 **11.6.** The Parties acknowledge and agree that no opinion concerning the tax  
26 consequences of the proposed Settlement to Settlement Class Members is given or will be given  
27 by the Parties, nor are any representations or warranties in this regard made by virtue of this

1 Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination  
2 thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the  
3 tax consequences may vary depending on the particular circumstances of each individual  
4 Settlement Class Member.

5 **11.7.** The headings used herein are used for the purpose of convenience only and are  
6 not meant to have legal effect.

7 **11.8.** The waiver by one Party of any breach of this Settlement Agreement by any other  
8 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this  
9 Settlement Agreement.

10 **11.9.** All of the exhibits to this Settlement Agreement are material and integral parts  
11 hereof and are fully incorporated herein by reference.

12 **11.10.** This Settlement Agreement and its exhibits set forth the entire agreement and  
13 understanding of the Parties with respect to the matters set forth herein, and supersede all prior  
14 negotiations, agreements, arrangements and undertakings with respect to the matters set forth  
15 herein. No representations, warranties or inducements have been made to any party concerning  
16 this Settlement Agreement or its exhibits other than the representations, warranties and  
17 covenants contained and memorialized in such documents. This Settlement Agreement may be  
18 amended or modified only by a written instrument signed by or on behalf of all Parties or their  
19 respective successors-in-interest.

20 **11.11.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees  
21 and costs incurred in any way related to the Action.

22 **11.12.** Plaintiffs represent and warrant that they have not assigned any claim or right or  
23 interest relating to any of the Released Claims against the Released Parties to any other person or  
24 party and that they are fully entitled to release the same.

25 **11.13.** This Settlement Agreement may be executed in one or more counterparts. All  
26 executed counterparts and each of them shall be deemed to be one and the same instrument.  
27 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this

1 Settlement Agreement. A complete set of original executed counterparts shall be filed with the  
2 Court if the Court so requests.

3 **11.14.** The Court shall retain jurisdiction with respect to implementation and  
4 enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the  
5 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in  
6 this Settlement Agreement.

7 **11.15.** This Settlement Agreement shall be governed by and construed in accordance  
8 with the laws of the State of Washington without reference to the conflicts of laws provisions  
9 thereof.

10 **11.16.** This Settlement Agreement is deemed to have been prepared by counsel for all  
11 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have  
12 contributed substantially and materially to the preparation of this Settlement Agreement, no  
13 Party is entitled to have this Settlement Agreement construed against any other Party on the basis  
14 of such Party's capacity as drafter of any provision of this Settlement Agreement.

15 **11.17.** Where this Settlement Agreement requires notice to the Parties, such notice shall  
16 be sent to the following counsel. For Plaintiffs: Todd Logan, Edelson PC, 150 California Street,  
17 18th Floor, San Francisco, California 94111. For DoubleDown: Ekwon Rhow, Bird, Marella,  
18 Boxer, Wolpert, Nessim, Dooks, Lincenberg, & Rhow, P.C., 1875 Century Park East, 23rd  
19 Floor, Los Angeles, California 90067. For International Game Technology and IGT: David  
20 Friebus, Baker & Hostetler LLP, One North Wacker Drive, Suite 4500, Chicago, Illinois 60606.

21 **11.18.** All time periods and dates described in this Agreement are subject to the Court's  
22 approval. These time periods and dates may be changed by the Court or by the Parties' written  
23 agreement without notice to the Settlement Class. The Parties reserve the right, subject to the  
24 Court's approval, to make any reasonable extensions of time that might be necessary to carry out  
25 any provision of this Agreement.

1           **11.19.** Defendants shall be given an opportunity to review and provide comments to  
2 Plaintiffs' preliminary approval and final approval briefs, and Plaintiffs shall consider in good  
3 faith all such comments.

4  
5                           **[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 **Adrienne Benson**

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

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

5 Name: (printed) \_\_\_\_\_  
6  
7

8 **Mary Simonson**

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

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

10 Name: (printed) \_\_\_\_\_  
11

12 **Edelson PC**

13 Date: 09/12/2022

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

14 Name: (printed) Todd Logan  
15  
16

17 **DoubleDown Interactive, LLC**

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

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

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

20 Name: (printed) \_\_\_\_\_  
21  
22

23 **Bird, Marella, Boxer, Wolpert, Nessim,  
24 Drooks, Lincenberg, & Rhow, P.C.**

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

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

26 Name: (printed) \_\_\_\_\_  
27

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

**Adrienne Benson**


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

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

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

**Mary Simonson**

Date: 9/19/2022

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

Name: (printed) Mary Simonson \_\_\_\_\_

**Edelson PC**

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

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

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

**DoubleDown Interactive, LLC**

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

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

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

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

**Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg, & Rhow, P.C.**

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

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

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

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

**Adrienne Benson**

Date: 9/19/2022

By: (signature) Adrienne Benson

Name: (printed) Adrienne Benson

**Mary Simonson**

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

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

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

**Edelson PC**

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

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

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

**DoubleDown Interactive, LLC**

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

By: (signature) [Signature]

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

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

**Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg, & Rhow, P.C.**

Date: 9/19/2022

By: (signature) Ek Rhow

Name: (printed) Ekwan E. Rhow

1  
2 Date:

9/19/22

**International Game Technology**

By: (signature)

Its:

CEO Global Gaming

Name: (printed)

Renato Ascoli

6  
7 Date:

9/19/22

**IGT**

By: (signature)

Its:

CEO Global Gaming

Name: (printed)

Renato Ascoli

12  
13 Date:

9/19/22

**Baker & Hostetler LLP**

By: (signature)

Name: (printed)

Paul Karlsgaard

# Exhibit A

**DOUBLEDOWN SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE]. THE CLAIM FORM MUST BE SIGNED AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

The Settlement Administrator will review your Claim Form. If accepted, you will receive a share of the Settlement Fund. This process takes time, please be patient. If you have any questions, or would like to estimate your share of the Settlement Fund, visit: <http://www.doubledownsettlement.com>.

**Instructions.** Fill out each section of this form and sign where indicated. To find your Player ID(s), click on the **Profile** or **Menu** icons within the Application(s) you have played.

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>		<u>Phone Number</u>	
<b><u>DoubleDown Casino Player ID(s)</u></b> (only complete if you have played this game)		<b><u>DoubleDown Fort Knox Player ID(s)</u></b> (only complete if you have played this game)	
<b><u>DoubleDown Classic Player ID(s)</u></b> (only complete if you have played this game)		<b><u>Ellen's Road to Riches Player ID(s)</u></b> (only complete if you have played this game)	
<b><u>All email addresses associated with DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches accounts.</u></b>			
<b><u>All email addresses associated with Facebook (App Center), Apple (App Store), Google (Play Store), and Amazon accounts from which you played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches.</u></b>			

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

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

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

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

# Exhibit B

FROM: NOTICE@CLASSACTIONADMIN.COM  
TO: JOHNQCLASSMEMBER@GMAIL.COM  
RE: LEGAL NOTICE OF CLASS ACTION

**If you played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches while in the United States, you may be able to receive a payment from a class action settlement**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit against DoubleDown Interactive, LLC ("DoubleDown"), International Game Technology, and IGT (together, "Defendants"), alleging claims under Washington state law based on the sale of virtual chips in the following social casino-style games: DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and Ellen's Road to Riches. Defendants deny all claims and that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Settlement Class Member?**

Our records indicate that you may be a Settlement Class Member. Settlement Class Members are persons who played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches, in the United States, on or before [Date of PAO]. More information is available at [www.doubledownsettlement.com](http://www.doubledownsettlement.com).

**What can I get?**

If approved by the Court, Defendants will establish a Settlement Fund of \$415,000,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses as well as any attorneys' fees, costs, and incentive awards to the Class Representatives awarded by the Court. Your share will depend on, among other things, (1) the total dollar amount of in-game purchases you made while playing DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches, with those who spent more money receiving a higher percentage back, and (2) how many Settlement Class Members submit claims. You can find more information and estimate your share of the Settlement Fund at <http://www.doubledownsettlement.com>.

**How do I get a payment?**

You must submit a timely and properly completed Claim Form **no later than** [claims deadline]. You may request or submit a claim form to receive a share of the Settlement Fund at [www.doubledownsettlement.com](http://www.doubledownsettlement.com). You can select to receive your payment by Zelle, Paypal, direct deposit, or a check.

**What are my other options?**

You may choose to exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you will not receive a settlement payment, but you keep any rights you may have to sue Defendants over the legal claims raised in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to or exclude yourself from the Settlement are available at <http://www.doubledownsettlement.com>. If you file a claim or do nothing, and the



Court approves the Settlement, you will be bound by all of the Court's orders and judgments in this case. In addition, your claims relating to the allegations in this case against Defendants and any other Released Parties will be released.

### **Who represents me?**

The Court has appointed lawyers from Edelson PC to represent the Settlement Class. These attorneys are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Adrienne Benson and Mary Simonson are Settlement Class Members and the Court appointed them as the "Class Representatives." You can be represented by your own lawyer at your expense.

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

The Court will hold the Final Approval Hearing at [REDACTED] .m. on [date] in [to be determined]. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel's request for attorneys' fees and costs of no more than 30% of the Settlement Fund; and decide whether to approve incentive awards to the Class Representatives of up to \$7,500 each from the Settlement Fund. The Court may award less than the amounts of attorneys' fee and incentive awards requested.

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

For more information, including the full Notice, Claim Form and Settlement Agreement go to <http://www.doubledownsettlement.com>, contact the DoubleDown Settlement Administrator at 1-[REDACTED], or call Class Counsel at 1-XXX-XXX-XXXX.

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

# Exhibit C

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

**If you have played  
DoubleDown Casino,  
DoubleDown Fort Knox,  
DoubleDown Classic,  
and/or Ellen's Road to  
Riches while in the United  
States, you may be able to  
receive a payment from a  
class action settlement.**

XXX

Benson v. DoubleDown Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: **[date]**

A settlement has been reached in a class action lawsuit against DoubleDown Interactive, LLC (“DoubleDown”), International Game Technology, and IGT (together, “Defendants”), alleging claims under Washington state law based on the sale of virtual chips in the following social casino-style games: DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and Ellen’s Road to Riches. Defendants deny all claims and that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. Settlement Class Members are persons who played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen’s Road to Riches, in the United States, on or before [Date of PAO]. More information is available at [www.doubledownsettlement.com](http://www.doubledownsettlement.com).

**What Can I Get?** If approved by the Court, Defendants will establish a Settlement Fund of \$415,000,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses as well as any attorneys’ fees, costs, and incentive awards to the Class Representatives awarded by the Court. Your share will depend on, among other things, (1) the total dollar amount of in-game purchases you made while playing DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen’s Road to Riches, with those who spent more money receiving a higher percentage back, and (2) how many Settlement Class Members submit claims. You can find more information about the Settlement Fund, and estimate your share of the Settlement Fund, at [www.doubledownsettlement.com](http://www.doubledownsettlement.com).

**How Do I Get a Payment?** You must submit a timely and properly completed Claim Form no later than [claims deadline]. You may request or submit a claim form to receive a share of the Settlement Fund at [www.doubledownsettlement.com](http://www.doubledownsettlement.com). You can select to receive your payment by Zelle, Paypal, direct deposit, or a check.

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

**Who Represents Me?** The Court has appointed lawyers from Edelson PC to represent the class. These attorneys are called “Class Counsel.” You will not be charged for these lawyers. Plaintiffs Adrienne Benson and Mary Simonson are Settlement Class Members and the Court appointed them as the “Class Representatives.” You can be represented by your own lawyer at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [address to be determined], .m. on [date] in [address to be determined]. At that hearing, the Court will: hear any objections to the fairness of the settlement; determine the fairness of the settlement; consider Class Counsel’s request for attorneys’ fees and costs of no more than 30% of the Settlement Fund; and decide whether to approve incentive awards to the Class Representatives of up to \$7,500 each from the Settlement Fund. The Court may award less than the amounts of attorneys’ fees and incentive awards requested.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.doubledownsettlement.com](http://www.doubledownsettlement.com), contact the DoubleDown Settlement Administrator at 1- [address], or call Class Counsel at 1-XXX-XXX-XXXX.

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

# Exhibit D

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

**If you played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches while in the United States, you may be able to receive a payment from a class action settlement.**

*A Federal Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against DoubleDown Interactive, LLC ("DoubleDown"), International Game Technology, and IGT (together, "Defendants"), alleging claims under Washington state law based on the sale of virtual chips in the following social casino-style games: DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and Ellen's Road to Riches. Defendants deny all claims and that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are a Settlement Class Member if you played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches while in the United States on or before [PAO Date].
- Those who file timely and properly completed claims by [claims deadline] will be eligible to receive a share of the Settlement Fund via Zelle, Paypal, direct deposit, or a check. Your share will depend on, among other things, (1) the total dollar amount of in-game purchases you made while playing DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches, with those who spent more money receiving a higher percentage of their money back, and (2) how many Settlement Class Members submit claims.
- Please read this notice carefully. Your legal rights are affected regardless of whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	You must submit a valid claim form by [claims deadline] either online or by mail. This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	To exclude yourself, you must affirmatively submit a request to be excluded. You will receive no benefits, but you will retain any rights you currently have to sue Defendants about the claims in this case.
<b>OBJECT OR COMMENT</b>	Write to the Court explaining your opinion of the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won't get a share of the Settlement benefits and will give up your rights to sue Defendants about the claims in this case.

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



## BASIC INFORMATION

### 1. Why was this Notice issued?

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

Judge Robert S. Lasnik of the United States District Court for the Western District of Washington is overseeing this class action. The lawsuit is known as *Benson et al. v. DoubleDown Interactive, LLC et al.*, No. 18-cv-525 (W.D. Wash.). The people who sued, Adrienne Benson and Mary Simonson, are the “Plaintiffs.” The companies that got sued are DoubleDown, International Game Technology, and IGT.

### 2. What is a class action?

A class action is a lawsuit in which an individual or individuals called “Class Representatives” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “Class” or “Class Members.” Once a Settlement Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement class.

### 3. What is this lawsuit about?

The lawsuit claims that Defendants violated Washington State’s gambling laws and Washington’s Consumer Protection Act through the sale of virtual chips in the following social casino-style games: DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and Ellen’s Road to Riches. These laws allow recovery of money lost on Defendants’ casino-style games. Defendants deny all claims and that they violated any law.

### 4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation now rather than years from now, if at all.

More information about the Settlement and the lawsuit are available in the “Court Documents” section of the settlement website, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.wawd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Washington, *Seattle Courthouse*, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

## WHO’S INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description and chooses not to request to be excluded is a member of the **Settlement Class**:

All individuals who played DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen’s Road to Riches, while in the United States, on or before Preliminary Approval of the Settlement. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) the Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which a Defendant or its parent has a controlling interest and their current or former officers, directors, and employees,

(3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

If you received a notice of the Settlement via email or in the mail, our records indicate that you are a class member and are included in the Settlement. If you are not sure whether you are included, you can call the Settlement Administrator at [ENTER NUMBER]. Or you can get free help by calling the lawyers appointed to represent class members in this case at 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

If approved by the Court, Defendants will establish a Settlement Fund totaling \$415,000,000. Settlement Class Member payments, as well as the cost to administer the Settlement, the cost to inform people about the Settlement, any attorneys' fees and costs awarded by the Court, and any incentive awards to the Class Representatives approved by the Court will come out of this fund.

DoubleDown has also agreed to make available to players of its games information about video game behavior disorders, a voluntary self-exclusion policy, and changes to its games that allow continued gaming without having to purchase additional virtual chips.

### 7. How much will my payment be?

If you are member of the Settlement Class, you may submit a Claim Form to receive a portion of the Settlement Fund. The exact amount of your payment can't be determined at this time, but you can get an estimate by visiting the settlement website. The amount of your payment will depend on, among other things, (1) the total dollar amount of in-game purchases you made while playing DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen's Road to Riches, with those who spent more money receiving a higher percentage back, and (2) how many Settlement Class Members file valid claims. If you would like more information about how Settlement Payments are determined, visit <http://www.doubledownsettlement.com>.

### 8. When will I get my payment?

You should receive a check or electronic payment from the Settlement Administrator within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The hearing to consider the final approval of the Settlement is scheduled for [Final Approval Hearing Date.] If you select to receive your payment via check, please keep in mind that checks will expire and become void 90 days after they are issued. If appropriate, funds remaining from the initial round of uncashed checks, or electronic payments that cannot be processed, may be used for a second distribution to Settlement Class Members and/or may be donated to the [cy pres recipient].

## HOW TO GET BENEFITS

### 9. How do I get a payment?

If you are a Settlement Class Member and you want to receive a payment, you must complete and submit a valid Claim Form by [Claims Deadline]. If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here [Claim Form Link] and can be filled out and submitted online. You may request that a Claim Form be sent to you in the mail (and which you can then submit by mail) by visiting to [www.doubledownsettlement.com](http://www.doubledownsettlement.com) or calling toll free, 1-800-000-0000. The Claim Form lets you select to receive your payment by Zelle, Paypal, direct deposit, or a check.

We encourage you to submit your claim electronically. Not only is it easier and more secure, but it is completely free and takes only minutes!

## REMAINING IN THE SETTLEMENT



**10. What am I giving up if I stay in the Settlement Class?**

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants are described in the Settlement Agreement in **Section 1.28**. You will be “releasing” Defendants and certain related parties (collectively, the “Released Parties”), described in **Section 1.29** of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are releasing the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

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

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

If you do nothing, you won’t get any monetary benefits from this Settlement. But, unless you exclude yourself, you won’t be able to bring or participate in any other lawsuit against Defendants for the claims being resolved by this Settlement.

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

The Court has appointed a group of lawyers at the firm Edelson PC to represent the Settlement Class. Those lawyers— Jay Edelson, Rafey S. Balabanian, Todd Logan, Alexander G. Tievsky, Brandt Silver-Korn, and Amy Hausmann—are called “Class Counsel.” They are experienced in handling similar class action cases. More information about these lawyers, their law firm, and their experience is available at [www.edelson.com](http://www.edelson.com). They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

The Court also appointed Plaintiffs Adrienne Benson and Mary Simonson as the Class Representatives.

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

Class Counsel attorneys’ fees and costs will be paid from the Settlement Fund in an amount to be determined and awarded by the Court. The fee petition will seek no more than 30% of the Settlement Fund, plus expenses. The Court may award less than this amount.

Subject to approval by the Court, each Class Representative may be paid an “Incentive Award” from the Settlement Fund for helping to bring and settle this case. No Class Representative will ask for more than \$7,500 as an incentive award. The Court may award less than the amounts requested.

**EXCLUDING YOURSELF FROM THE SETTLEMENT****14. How do I get out of the settlement?**

To exclude yourself from the settlement, you must email, mail, or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the “*Benson et al. v. DoubleDown Interactive, LLC et al.*, No. 18-cv-525 (W.D. Wash.)” settlement. Your letter or request for exclusion must include your (a) name (b) telephone number (c) U.S. Mail address, (d) email address, (e) Player IDs and/or email addresses associated with DoubleDown Casino, DoubleDown Fort Knox, DoubleDown Classic, and/or Ellen’s Road to Riches, and (f) your physical signature. You must email or mail your exclusion request no later than **[EXCLUSION DEADLINE]**, to:

DoubleDown Settlement Administrator

[EMAIL ADDRESS]

[ADDRESS]

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

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

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

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

**OBJECTING TO THE SETTLEMENT**

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

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Benson et al. v. DoubleDown Interactive, LLC et al.*, No. 18-cv-525 (W.D. Wash.)" no later than [Objection/Exclusion Deadline]. Your objection must be e-filed or delivered to the Court at the following address:

U.S. District Court  
Clerk's Office  
700 Stewart Street, Suite 2310  
Seattle, WA 98101

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

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

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

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you

don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the final approval hearing on [date] in [to be determined]. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement, the amount requested by Class Counsel for attorneys' fees and expenses, and the incentive awards to the Class Representatives.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check <http://www.doubledownsettlement.com> or call 1-800-000-0000 to confirm the hearing date. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the final approval hearing, you will receive notice of any change in the date of such final approval hearing.

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

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

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

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Benson et al. v. DoubleDown Interactive, LLC et al.*, No. 18-cv-525 (W.D. Wash.)." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and sent no later than [objection/exclusion deadline].

## GETTING MORE INFORMATION

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

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other relevant court filings at <http://www.doubledownsettlement.com>. You can also get all public information about this case by accessing the Court docket, for a fee, through the Court's Public Access to Court Electronic (PACER) system at <https://ecf.wawd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Washington, *Seattle Courthouse*, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also write with questions to the Settlement Administrator, [ADDRESS]. And you can call the Settlement Administrator at [PHONE] or Class Counsel at 1-XXX-XXX-XXXX, if you have any questions. Before doing so, however, please read this full Notice carefully.

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

# Exhibit E

## PLAN OF ALLOCATION

Each Settlement Payment will be comprised of (1) a Base Payment Amount, (2) *plus* a Supplemental Payment Amount, (3) *minus* the Settlement Class Member's share of any Fee Award, incentive awards to the Class Representatives, cost of Notice, and Settlement Administration Expenses.

### **1. Base Payment Amounts.**

Base Payment Amounts will be calculated by applying an escalating marginal recovery formula to the Settlement Class Member's Lifetime Spending Amount through and including [the date of Preliminary Approval], with the portion of the Settlement Class Member's spending attributable to Platform Provider fees (fixed for settlement purposes as 30% of each Settlement Class Member's lifetime spending) discounted by 75%.

Settlement Class Members will be subject to an escalating marginal recovery formula based on the percentages described in Figure 1 below.

**Figure 1**

Lifetime Spend (\$)	Marginal Rate (%)
.01-1,000	10
1,000.01-10,000	17.5
10,000.01-100,000	30
100,000.01+	60

By way of example, an individual with a Lifetime Spending Amount of \$40,000 will be entitled to a Base Payment Amount of \$8,273.12, calculated as: ((10% of their first \$1,000 in spending [\$100]) + (17.5% of their next \$9,000 in spending ([\$1,575])) + (30% of their next \$30,000 in spending [\$9,000])) \* (1 - (75% \* 30%)).

**2. Supplemental Payment Amounts.**

Supplemental Payment Amounts will be calculated on a *pro rata* basis and will depend on Settlement Class Member participation rate in the Settlement. Upon the close of the claims period, the sum of all unclaimed Base Payment Amounts will be considered the Supplemental Payment Fund. The Supplemental Payment Fund will be apportioned *pro rata* to each Settlement Class Member who submitted a valid claim, based on the participating Settlement Class Member's Base Payment Amount. For example, if valid claims total \$207,500,000 million in Base Payment Amounts (*i.e.*, 50% of the Gross Settlement Fund), then the Supplemental Payment amount of a Settlement Class Member whose Base Payment Amount was \$8,273.12 would likewise be \$8,273.12 (for a Gross Payment Amount of \$16,546.24). Gross Payment Amounts are subject to the deductions described in Section (3).

In the event that a Settlement Payment when initially calculated would exceed a Class Member's Lifetime Spending Amount, any amount in excess of the Class Member's Lifetime Spending Amount will be distributed *pro rata* to all Class Members whose Settlement Payment does not exceed their Lifetime Spending Amount. If all Class Members' Settlement Payments would exceed their Lifetime Spending Amounts, then the remaining Settlement Fund shall be distributed *pro rata*. For the avoidance of doubt, no Class Member will recover more than their Lifetime Spending Amount unless all Class members do.

Regardless of Settlement Class Member participation rates, the sum of Base Payment Amounts and Supplemental Payments Amounts will equal the Gross Settlement Fund (\$415 million) less any Fee Award, Incentive Awards, costs of Notice, and Settlement Administration Expenses.

**3. Fee Award, Incentive Awards, and Settlement Administration Expenses.**

Settlement Payment Amounts will be a Settlement Class Member's Base Payment Amount plus their Supplemental Payment Amount, minus their share of any Fee Award,

1 Incentive Awards, cost of Notice, and Settlement Administration Expenses, anticipated not to  
2 exceed 30% of the Settlement Amount.



# Exhibit F

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

ADRIENNE BENSON and MARY  
SIMONSON, individually and on behalf of all  
others similarly situated,

*Plaintiffs,*

v.

DOUBLEDOWN INTERACTIVE, LLC, a  
Washington limited liability company,  
INTERNATIONAL GAME TECHNOLOGY,  
a Nevada corporation, and IGT, a Nevada  
corporation,

*Defendants.*

No. 22-cv-214-RSL

**STIPULATED UNDERTAKING RE:  
ATTORNEYS' FEES AND COSTS**

1 Defendants DoubleDown Interactive, LLC; International Game Technology, and IGT  
2 (“Defendants”); and Jay Edelson and Rafey S. Balabanian (“Class Counsel Principals”) and their  
3 law firm Edelson PC (together with Class Counsel Principals, “EPC”) (collectively, “the  
4 Parties”), stipulate and agree as follows:

5 WHEREAS, EPC desires to give an undertaking (the “Undertaking”) for repayment of  
6 any award of attorneys’ fees and costs approved by the Court;

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

9 **NOW, THEREFORE**, Class Counsel Principals, on behalf of themselves and as an  
10 agents of Edelson PC, by making this Undertaking, hereby submit themselves and their law firm,  
11 Edelson PC, to the jurisdiction of the United States District Court for the Western District of  
12 Washington (“the Court”) for the purpose of enforcing the provisions of this Undertaking and  
13 any and all disputes relating to or arising out of the reimbursement obligation set forth herein and  
14 in the Settlement Agreement. Capitalized terms used herein without definition have the meanings  
15 given to them in the Settlement Agreement.

16 In the event that the Final Judgment is vacated, overturned, reversed, or rendered void as  
17 a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated  
18 for any other reason, in whole or in part, EPC shall, within thirty (30) days repay to the  
19 Settlement Fund or Defendants the full amount of the Fee Award as set forth in the Settlement.

20 In the event the Fee Award is vacated, modified, reversed, or rendered void as a result of  
21 an appeal, EPC shall within thirty (30) days repay to the Settlement Fund the Fee Award in the  
22 amount vacated or modified.

23 In the event that the incentive awards to the Class Representatives are vacated, modified,  
24 reversed, or rendered void as a result of an appeal, but the Final Judgment and / or Fee Award  
25 are affirmed, any difference in the amount of the incentive awards vacated or modified shall  
26 remain in the Settlement Fund as set forth in the Settlement and is not affected by this  
27 Undertaking.

1 This Undertaking and all obligations set forth herein shall expire upon finality of all  
2 appeals of the Final Judgment or Fee Award.

3 In the event EPC fails to repay to the Settlement Fund or Defendants any of the Fee  
4 Award owed to them pursuant to this Undertaking, the Court shall, upon application of  
5 Defendants, and notice to Class Counsel and EPC, summarily issue orders, including but not  
6 limited to judgments and attachment orders against EPC for the full amount of owed Fee Award,  
7 and any other appropriate remedies.

8 The undersigned stipulate, warrant, and represent that they have both actual and apparent  
9 authority to enter into this stipulation, agreement, and undertaking on behalf of Edelson PC.

10 This Undertaking may be executed in one or more counterparts, each of which shall be  
11 deemed an original but all of which together shall constitute one and the same instrument.

12 Signatures by facsimile or electronic signature shall be deemed the same as original signatures.

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

15  
16 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

17 Dated: September 16, 2022

By: /s/ Jay Edelson

Jay Edelson  
jedelson@edelson.com  
EDELSON PC  
350 North LaSalle St, 14<sup>th</sup> Floor  
Chicago, Illinois 60654  
Tel: 312.589.6375

22 By: /s/ Rafey S. Balabanian

23 Rafey S. Balabanian  
24 rbalabanian@edelson.com  
EDELSON PC  
25 150 California Street, 18<sup>th</sup> Floor  
26 San Francisco, California 94111  
27 Tel: 415.212.9300