The Honorable Tiffany M. Cartwright

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

RICK LARSEN, individually and on behalf of all others similarly situated, *Plaintiff*, v. PTT, LLC. (d/b/a HIGH 5 GAMES, LLC), a Delaware limited liability company, and HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company, *Defendants*.	No. 3:18-cv-05275-TMC **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT** Noting Date: August 4, 2026

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INTRODUCTION

After more than seven years of hard-fought litigation—including class certification, partial summary judgment, a full jury trial, and a judgment—Plaintiff Rick Larsen and Class Counsel respectfully move this Court for preliminary approval of a class action settlement resolving all claims against Defendants High 5 Games LLC (f/k/a PTT, LLC ("H5G" or "High 5 Games")) and High 5 Entertainment, LLC ("High 5 Entertainment") (collectively, "High 5" or "Defendants"). The proposed settlement establishes a non-reversionary Qualified Settlement Fund with a guaranteed floor of $12 million and a potential ceiling of $30 million, paid over an eight-year payment schedule, for the benefit of a class of Washington residents allegedly harmed by Defendants' social casino applications.

This settlement arises in an unusual posture. On February 7, 2025, a jury returned a verdict for Plaintiff and the Class, and on June 11, 2025, this Court entered judgment in the amount of $24,928,712.17 for the Damages Class. The question is no longer whether the Class will win at trial. It has. The question now is what that judgment is actually worth to the Class, and how soon they can obtain the benefits. The answer turns, in large part, on Defendants' ability to pay. To be sure, post-trial motions remain pending and an appeal is yet to come, any of which could delay, reduce, or undo the award. But even a judgment that survives every challenge is only as good as Defendants' ability to pay it—and Defendants cannot satisfy this one in full.

That is the problem this settlement is designed to resolve. Based on a comprehensive forensic accounting review and the analysis of special insolvency counsel, Class Counsel determined that Defendants lack the liquidity to satisfy the full judgment in a single payment without risking insolvency. A lump-sum demand would not yield a larger recovery; it would more likely trigger years of enforcement litigation and a possible bankruptcy, leaving the Class to compete with other creditors for whatever remained. Against that uncertainty, the settlement delivers substantially greater expected value: a guaranteed baseline recovery the Class will receive regardless of how Defendants' businesses perform, plus a share of their financial upside in profitable years or in the event of a sale. The result is an excellent one for the Class, providing a guaranteed eight-figure recovery, secured against default, from Defendants that may not be able to pay a lump sum cash judgment at all.

Because the Settlement Class is substantively identical to the Class that this Court previously certified on January 21, 2021, and reaffirmed when it denied decertification on April 17, 2024, the prerequisites of Federal Rules of Civil Procedure 23(a) and (b) are settled and the Court need not revisit those here. The key question at this stage is the one Rule 23(e)(1)(B) poses: whether the Court "will likely be able to" approve the proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2) and direct notice to the class. For the reasons below, it can. The Court should grant the motion.

BACKGROUND

I. Social Casino Litigation Under Washington Law

Washington's Recovery of Money Lost at Gambling Act ("RMLGA"), RCW section 4.24.070, allows individuals who lose money through illegal gambling to recover those losses. Following the Ninth Circuit's watershed ruling in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018)—which held that social casino applications constitute illegal gambling under Washington law—Class Counsel filed a series of class actions against major social casino operators in this District. Those cases resulted in substantial recoveries, including a $38 million settlement in *Wilson v. Playtika Ltd.*, No. 3:18-cv-05277-RSL (W.D. Wash. 2021), and $24.5 million in *Reed v. Scientific Games Corp.*, No. 2:18-cv-00565-RSL (W.D. Wash. 2022).

The *Larsen* case has advanced furthest along in litigation in the series. Unlike prior settlements, which were reached before trial, this case proceeded through full merits discovery, partial summary judgment on liability, and a five-day jury trial resulting in a substantial class judgment. That advanced posture is a double-edged sword: it gives the Class a judgment in hand, but it also exposes the Class to impending appellate and collection risks that the proposed settlement is designed to resolve.

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II. The Larsen Case

On April 2, 2018, Sean Wilson filed a putative class action complaint against High 5 Games in this Court. Dkt. #1. The complaint was later amended to substitute Rick Larsen as plaintiff and class representative and to add High 5 Entertainment as a defendant. Dkt. #216; Dkt. #250. Plaintiff alleged that Defendants' applications, High 5 Casino and High 5 Vegas, constitute illegal gambling and that players may recover their losses under the RMLGA, RCW section 4.24.070, and the Washington Consumer Protection Act ("CPA"), RCW section 19.86.010 *et seq*. Dkt. # 217.

The litigation was fiercely contested throughout. High 5 Games moved to dismiss and to stay the action pending the Ninth Circuit's consideration of whether to hear *Kater* en banc. This Court denied the motion to dismiss on December 14, 2018. Dkt. #57. Plaintiff later secured production of High 5's internal records through years of discovery-related motion practice—including a successful motion to compel in January 2023, Dkt. #213, and discovery sanctions issued in January 2025, after the Court found that Defendants had repeatedly misrepresented the completeness of their document productions. Dkt. #549.

In December 2023, Defendants disclosed that High 5 Games had transferred ownership and operation of its social casino products—including all revenues from Washington consumers—to a majority-owned subsidiary, High 5 Entertainment, in October 2022. Dkt. #250. Following this disclosure, Plaintiff moved to add High 5 Entertainment as a defendant and to pursue alter ego and voidable transfer claims. Dkt. #250; Dkt. #463. In June 2024, the Court granted partial summary judgment for Plaintiff, finding High 5 Games liable to the Damages Class under the RMLGA and CPA while reserving damages for trial. Dkt. #408. The Court bifurcated and stayed the alter ego and voidable transfer claims to be resolved after the damages trial. Dkt. #515.

III. Class Certification

On January 21, 2021, the Court certified two classes pursuant to Federal Rules of Civil Procedure 23(a) and (b): (i) a Rule 23(b)(3) "Damages Class" comprising "all individuals in

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Washington who purchased virtual casino chips on either High 5 Casino or High 5 Vegas after April 9, 2014"; and (ii) a Rule 23(b)(2) "Injunctive Class" comprising "all individuals in Washington who played either High 5 Casino or High 5 Vegas after April 9, 2014." Dkt. #170. The Court denied High 5 Games' motion to decertify the Classes on April 17, 2024. Dkt. #385.

IV. Trial, Verdict, and Judgment

On February 3, 2025, this case proceeded to a jury trial. After four days of testimony, the jury returned a verdict against High 5 Games and for Plaintiff and the Damages Class on February 7, 2025: Plaintiff Larsen was awarded $7,470.50 in actual damages and $4,183.48 in enhanced damages under the CPA; the Damages Class was awarded $17,742,855.64 in actual damages and $7,185,856.53 in enhanced damages under the CPA. Dkt. #608; Dkt. #609.

High 5 Games moved to vacate the verdict on February 28, 2025, arguing that the Seventh Amendment precluded the jury's enhanced damages award. On June 11, 2025, the Court denied that motion and entered judgment awarding Plaintiff Larsen $11,653.98 and the Damages Class $24,928,712.17 (the "Judgment"). Dkt. #628; Dkt. #629.

V. Post-Judgment Proceedings and Path to Settlement

The post-trial period brought further motion practice. High 5 Games filed a Rule 62 motion to stay enforcement of the Judgment without a supersedeas bond, a Rule 60 motion for relief from the Judgment, and a renewed motion to set aside the verdict. Dkt. #666; Dkt. #671; Dkt. #643. Those motions are pending. Plaintiff moved to amend the Judgment to add pre-judgment interest totaling $9,739,925.93, which remains pending. Dkt. #645. Meanwhile, the Court set a second trial for May 11, 2026, on claims against High 5 Entertainment and Plaintiff's alter ego and voidable transfer claims that had been bifurcated. Dkt. #697.

Faced with a new trial date and pending post-verdict motions, Plaintiff and Defendants agreed to a full-day mediation on August 13, 2025, before Robert A. Meyer of JAMS. Declaration of Lauren Blazing ("Blazing Decl.") ¶ 4. Although the mediation did not immediately resolve the case, the parties negotiated a forensic accounting protocol giving Plaintiff's counsel and an independent forensic accountant complete access to Defendants' confidential financial records. The parties executed that protocol on September 10, 2025. Blazing Decl. ¶ 5.

In connection with the protocol, Class Counsel retained a leading forensic litigation consulting firm, Aperture LLC, to evaluate Defendants' financial condition. Blazing Decl. ¶ 6. Aperture's analysis and forensic accounting review revealed significant concerns about Defendants' ability to meaningfully resolve the litigation with a lump sum payment, and established that installment payments (with safeguards to protect against insolvency) provided superior expected value to the Class relative to the risk of appeal, protracted enforcement proceedings, or a potential bankruptcy filing. Blazing Decl. ¶ 7. Following completion of the forensic accounting review, and with Mr. Meyer's continued assistance, the parties reengaged in substantive settlement negotiations. Blazing Decl. ¶ 8.

The parties reached a settlement in principle on November 2, 2025. *Id*. Because of the settlement's proposed structure, Class Counsel also retained experienced insolvency counsel, Brown Rudnick LLP. *Id*. After extensive additional negotiations, the parties executed the Binding Term Sheet on April 14, 2026 and formalized a complete class action Settlement Agreement dated August 3, 2026 ("Agreement"). Blazing Decl. ¶¶ 9–10.

TERMS OF THE PROPOSED SETTLEMENT

For the Court's convenience, the key terms of the Settlement Agreement are summarized below.

I. Settlement Fund and Payment Structure

The settlement establishes a non-reversionary Qualified Settlement Fund ("Settlement Fund") administered by nationally recognized class action settlement administrator, JND Legal Administration ("JND").[1] Agreement §§ 1.30, 1.17, 1.33. *See, e.g.*, *Fleming v. Impax Lab'ys Inc.*, No. 16-CV-06557-HSG, 2021 WL 5447008, at *12 (N.D. Cal. Nov. 22, 2021) (appointing JND as claims administrator because it "has extensive experience implementing notification and claims

[1] JND will replace Kroll, LLC, who has served as the class notice administrator. *See* Agreement § 1.30.

administration programs in class actions”). The Settlement Fund is held in the High 5 Social Casino Settlement Trust (the “Settlement Trust”), a Delaware trust with JND serving as Trustee. Agreement § 1.17.

Because requiring Defendants to fund a meaningful settlement in a single payment would risk insolvency, *see* Blazing Decl. ¶ 7, the Settlement Fund is instead structured to provide the Class both a substantial, guaranteed baseline recovery and meaningful participation in Defendants’ financial upside in profitable years. As set out below, the Settlement Fund guarantees a minimum recovery of $12,000,000 (a $4,000,000 Initial Payment plus $8,000,000 in Baseline Annual Payments). Inclusive of the Initial Payment, all Baseline Annual Payments, Contingent Net Income Payments, and Liquidity Payments, total payments are capped at $30,000,000. Agreement § 1.33. The Settlement Fund is funded as follows:

- **Initial Payment.** Defendants will transfer $4,000,000 into the Settlement Fund within fifteen (15) days of the Court’s order granting approval of this Motion for Preliminary Approval. Agreement § 2.2(a).
- **Annual Payment Plan (Eight-Year Payment Period)**. After Final Approval of the proposed settlement, Defendants shall make annual payments into the Settlement Fund equal to the greater of (i) $1,000,000 (“Baseline Annual Payments”), or (ii) 20% of Defendants’ consolidated audited net income, subject to a maximum of $1,000,000 per installment year (“Contingent Net Income Payments”). Agreement § 2.2(b).
    - ***Baseline Annual Payments.*** Defendants shall pay a guaranteed annual minimum of $1,000,000 to the Settlement Fund, broken up into sixteen (16) semi-annual installments of $500,000 each over the eight-year payment period. Agreement § 2.2(b)(i). In total, the Baseline Annual Payments guarantee an additional $8,000,000 to the Settlement Fund beyond the initial funding.

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- ○ ***Contingent Net Income Payments.*** The settlement does not cap the Class's recovery at that floor. In addition to the Baseline Annual Payments, if 20% of Defendants' consolidated audited net income for any installment year exceeds $1,000,000, Defendants shall pay the amount by which such 20% of net income exceeds $1,000,000, subject to an annual cap of $1,000,000. Agreement § 2.2(b)(ii). In other words, if Defendants profit, the proposed class will share in the upside. To ensure compliance, Defendants will provide Class Counsel with an annual audited financial statement prepared by an independent external auditor (currently Eisner Advisory Group). *Id*. Over the eight-year Payment Period, Contingent Net Income Payments may total up to $8,000,000, on top of the guaranteed Baseline Annual Payments.

- **Liquidity Payments.** The structure also guards against the obvious risk in any multi-year payout: that Defendants sell or unwind the business before the Class is paid, abandoning the installment stream. If, before all annual payments are complete, either Defendant sells, transfers, or otherwise disposes of substantial equity interests or assets, Defendants must pay into the Settlement Fund as a Liquidity Payment, calculated as twenty percent (20%) of the net cash proceeds payable to Defendants (and/or any entities that are wholly owned by them (whether directly or indirectly) from the proceeds of such liquidity event, not to exceed thirty million dollars ($30,000,000) inclusive of the Initial Payment, all Baseline Annual Payments, Contingent Net Income Payments (if any), and other Liquidity Payments (if any). Agreement § 2.2(c). Liquidity Payments are not double-counted against Contingent Net Income Payments. *Id*.

II. Security Mechanisms Protect the Settlement Class.

To protect the Class against default, the parties have executed two Stipulated Consent Judgments to be held in escrow: (i) a $12,000,000 Consent Judgment, which may be released and filed if Defendants default on any Baseline Annual Payment, Contingent Net Income payment, or the Initial Payment, and fail to cure within the applicable grace period; and (ii) a $30,000,000 Consent Judgment, which may be released and filed if Defendants default and any Defendant files for bankruptcy protection. Agreement § 2.2(f). The parties have also entered into a Security Agreement granting the Settlement Trust a perfected first-priority security interest in Defendants' assets. Agreement § 2.2(e); Security Agreement.

Because the settlement pays out over eight years rather than in a lump sum upon approval, the parties secured Defendants' future payment obligations rather than leaving them as unsecured promises. Contemporaneously with the Settlement Agreement, Defendants executed a Security Agreement granting the High 5 Social Casino Settlement Trust, for the benefit of the Class, a continuing first-priority security interest in substantially all of their assets. Security Agreement § 2. That collateral secures every Initial Payment, Baseline Annual Payment, Contingent Net Income Payment, and Liquidity Payment, and remains in place until the settlement is paid in full. Security Agreement § 3.

The Security Agreement also limits Defendants' conduct during the payment period—restricting additional debt and liens, asset dispositions, mergers, and distributions to equity holders, and requiring after-acquired assets and new subsidiaries to be added as collateral—and, on an uncured default, permits the Trust to exercise the remedies available to a secured party under the Uniform Commercial Code ("UCC"). Security Agreement §§ 4, 7, 9–10. Together with the stipulated Consent Judgments held in escrow, the Security Agreement converts a multi-year payment promise into a secured obligation, materially reducing the risk that the Class is left competing as an unsecured creditor should Defendants' financial condition deteriorate.

III. Prospective Relief

In addition to the monetary relief set out above, the parties have agreed to two categories of prospective measures applicable to Washington players. *First*, Defendants will maintain a voluntary self-exclusion policy and a responsible gameplay section within their apps, and will provide players with accessible tools to restrict coin purchases, suspend their account, or close their account entirely, with restrictions enforceable through player IDs and other identifiers.

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Agreement § 2.4(a). *Second*, H5E will maintain game mechanics ensuring that social casino players who run out of virtual coins can continue to play at least one game without purchasing additional coins or waiting for a free allotment. Agreement § 2.4(b).

IV. Settlement Class Definition

The proposed Settlement Class mirrors those the Court certified before trial, combining them and adding only an end date of October 1, 2022—the date High 5 Games transferred its applications to High 5 Entertainment:

> All individuals in Washington who played or purchased virtual coins on either High 5 Casino or High 5 Vegas Applications after April 9, 2014 and before October 1, 2022, including persons as reasonably determined by billing address information, IP address information, or other information furnished by Platform Providers to be located in Washington or associated with purchases in Washington.

Agreement § 1.31.

V. Class Notice

Settlement Administrator JND will oversee notice, including building a list of class members using contact and spending data obtained from the Platform Providers and Defendants' records. Agreement §§ 4.1–4.2. JND will send direct notice via email to all Settlement Class Members with a spending amount greater than zero who have a valid email address in the Class List, along with an electronic link to the claim form. Agreement § 4.3(a). Settlement Class Members who spent more than $100.00 will also receive direct notice by U.S. Mail. *Id*.

JND will also update the current case website at www.high5lawsuit.com, where class members can review case documents, view the total value of the settlement fund, and submit claim forms electronically. Agreement § 4.3(d). JND will supplement direct notice with a digital publication campaign delivering more than ten million impressions targeted to Washington over at least one month, with active links to the Settlement Website. Agreement § 4.3(e). In line with Rule 23, all forms of notice will advise Settlement Class Members of their right to participate, object, or request exclusion. Agreement § 4.4.

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VI. Attorneys' Fees and Costs

The Parties have agreed that Class Counsel is entitled to an award of reasonable attorneys' fees and expenses in an amount to be determined by the Court and to be paid from the Settlement Fund. Agreement § 8.1. With no consideration given or received, Class Counsel have unilaterally agreed to limit any petition for attorneys' fees to no more than 35% of the Settlement Fund, plus unreimbursed costs and expenses. *Id*. Defendants retain the right to challenge any fee petition, and any fee award requested by Class Counsel will of course be subject to the Court's approval. *Id*. Any fee award will be paid to Class Counsel in installments as Defendants pay into the Settlement Fund and Class Members receive payments.

VII. Incentive Award Request

With no consideration having been given or received, Class Representative Rick Larsen will seek no more than $15,000 to be paid from the Settlement Fund, in recognition of his service as class representative and his active participation—including testifying at trial—throughout years of litigation. Agreement § 8.2. Defendants explicitly reserve their right to challenge any incentive award petition. *Id*.

VIII. Release

In exchange for the relief described above, settlement class members will release High 5 Games, High 5 Entertainment, the Platform Providers, and their respective corporate affiliates and agents from all claims arising out of or relating to the operation of High 5 Casino and High 5 Vegas, including claims that the Applications constitute illegal gambling, that virtual coins are "things of value," that aspects of the Applications are deceptive or unfair, and that Defendants were unjustly enriched. Agreement §§ 1.26–1.28, 3.

LEGAL STANDARD

Federal Rule of Civil Procedure 23(e) governs the settlement of class actions and reflects the Ninth Circuit's "strong judicial policy" favoring the resolution of class claims. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). Approval proceeds in two steps: (1) preliminary approval, where the court determines whether to direct notice to the proposed

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class, and (2) final approval, where the court approves the settlement after a hearing. *See Hunichen v. Atonomi LLC*, No. C19-0615-RAJ-SKV, 2021 WL 5854964, at *4 (W.D. Wash. Nov. 12, 2021); Fed. R. Civ. P. 23(e).

Preliminary approval typically involves two inquiries. First, the Court must determine whether the proposed class satisfies the requirements of Rules 23(a) and (b). *See* Fed. R. Civ. P. 23(e)(1)(B)(ii). But where, as here, the Court has already certified the Class, it "need not revisit its previous Rule 23 analysis or conduct a new analysis and may proceed with the preliminary settlement approval inquiry." *Williams v. PillPack LLC*, No. 3:19-cv-05282-DGE, 2024 WL 4574563, at *4 (W.D. Wash. Sept. 17, 2024) (collecting cases).

Thus, the Court may turn to the second inquiry: whether the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2), (e)(1)(B)(i). Rule 23(e)(2) directs the court to consider whether the class representative and class counsel adequately represented the class, whether the proposal was negotiated at arm's length, whether the relief is adequate, and whether the proposal treats class members equitably. Courts in this Circuit also consider the *Churchill* factors, namely:

> (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and view of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed settlement.

In re Online DVD-Rental Antitrust Litig., 779 F.3d 934, 944 (9th Cir. 2015) (quoting *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

Because the Court will evaluate these factors in full at the final approval hearing, preliminary approval does not require a complete fairness inquiry. *See Jenkins v. Steelscape Wash. LLC*, No. 3:24-cv-05127-TMC, 2025 WL 1360318, at *2 (W.D. Wash. 2025). Rather, the Court must direct notice to the Class where it determines the above requirements are "likely" to

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be met. Fed. R. Civ. P. 23(e)(1)(B); *cf. Landin v. Hi-School Pharmacy Servs., LLC*, No. 3:24-cv-05115-TMC, 2025 WL 774754, at *2 (W.D. Wash. May 9, 2025) (noting preliminary approval is appropriate where the proposed settlement "falls within the range of possible approval" (quoting *In re Tableware Antitrust Litig.*, 484 F.Supp.2d 1078, 1079 (N.D. Cal. 2007))). As set out below, the proposed settlement easily clears that bar.

ARGUMENT

I. The Proposed Settlement Merits Preliminary Approval.

Under Rule 23(e)(1)(B), the Court directs notice when it "will likely be able to" approve the settlement under Rule 23(e)(2) and certify the class for judgment. That standard is comfortably met here. The Court has already twice certified materially the same Class, so certification is not in doubt. And the settlement—a substantial, secured recovery for a class that has waited years, reached through arm's-length negotiation informed by independent forensic accounting and review of well-qualified insolvency counsel—is well within the range that will likely support final approval under Rule 23(e)(2) and the Ninth Circuit's *Churchill* factors. The Court should therefore direct notice and set the matter for a final approval hearing.

A. As the Court Has Already Twice Determined, the Proposed Class Should Be Certified.

A court may certify a settlement class if all the prerequisites of Rule 23(a) are met and at least one of the Rule 23(b) requirements has also been met. *See* Fed. R. Civ. P. 23(b). Here, the Court has already twice determined that the proposed class meets those requirements. In its January 21, 2021 order, the Court certified two classes over Defendants' objection: a Damages Class of "[a]ll individuals in Washington who purchased virtual casino chips on either High 5 Casino or High 5 Vegas after April 9, 2014," under Rules 23(a) and (b)(3); and an Injunctive Class of "[a]ll individuals in Washington who played either High 5 Casino or High 5 Vegas after April 9, 2014," under Rules 23(a) and (b)(2). Dkt. #170 at 16; *see also* Dkt. #216 (substituting Larsen as class representative). Three years later, after full briefing, the Court reaffirmed certification when it denied Defendants' motion to decertify. Dkt. #385 at 8.

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The Settlement Class is materially the same as the certified classes. It combines those classes to cover "all individuals in Washington who played or purchased virtual coins on either High 5 Casino or High 5 Vegas Applications after April 9, 2014 and before October 1, 2022." Agreement § 1.31. The only addition is an end date—October 1, 2022, when High 5 Games undisputedly transferred all operations to High 5 Entertainment. That end date clarifies the Class's definition, but does not alter its composition, the underlying claims, or any of the Rule 23 analysis, as the Court recognized when it incorporated this end date into its jury instructions at trial. *See* Dkt. #601 at 12. The Court therefore need not revisit its Rule 23 analysis. *See Williams*, 2024 WL 4574563, at *4; *see also Foster v. Adams & Assocs., Inc.*, No. 18-cv-02723-JSC, 2021 WL 4924849, at *3 (N.D. Cal. Oct. 21, 2021) (directing notice where adding end date to class definition did "not alter the reasoning underlying the Court's prior Order granting class certification"); *Salazar v. Driver Provider Phoenix LLC*, No. CV-19-05760-PHX-SMB, 2024 WL 2923718, at *3 (D. Ariz. June 10, 2024) (granting motion for preliminary approval where more specific class definition did "not change the class members in any material way"); *Youth Just. Coals. v. City of Los Angeles*, No. 2:16-cv-07932-VAP-RAOx, 2020 WL 9312377, at *2 (C.D. Cal. Nov. 17, 2020) (granting motion where change "merely s[ought] to clarify" previously certified class).

Having twice considered the question, certifying materially the same class, the Court can readily conclude that it "will likely be able to . . . certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B)(ii).

B. The Proposed Settlement Satisfies Rule 23(e)(2).

Although the Court's prior certification rulings resolve the first half of the Rule 23(e)(1)(B) inquiry, the second half remains: the Court must consider whether it will "likely" find the settlement fair, reasonable, and adequate, weighing the four prongs of Rule 23(e)(2) and the *Churchill* factors. Fed. R. Civ. P. 23(e)(1)(B)(i), (e)(2). As set out below, each factor points the same way: this settlement is likely to warrant final approval, so the Court should direct notice.

1. Class Counsel and Plaintiff Larsen Adequately Represent the Settlement Class.

Plaintiff Rick Larsen and his Counsel adequately represent the Class, meeting the first requirement of Rule 23(e)(2). This Court has already certified the Class under 23(a)(4), finding that counsel and the lead plaintiff have demonstrated "a commitment to vigorously prosecuting this action." Dkt. #170 at 11; *see also* Dkt. #216 (substituting Plaintiff Larsen). The Court's finding of adequacy at the class certification stage holds true here. *Cf. Williams*, 2024 WL 4574563, at *5 (holding Rule 23(e)(3)(A) adequacy likely met where the court previously determined counsel was adequate under Rule 23(a)(4)).

As to Class Representative Rick Larsen, he shares the same interests as the Settlement Class, there is no evidence of any conflicts of interest, and he has long demonstrated his willingness to vigorously prosecute this case, including sitting for a deposition, testifying at trial, and remaining available to Class Counsel throughout the settlement process. Blazing Decl. ¶ 11. In line with this Court's earlier rulings, he has adequately represented and protected the Class's interests. *See* Dkt. #385 at 7.

Likewise, Class Counsel is aware of no conflicts, has no financial stake in any of the Defendants, and has no connections to class members that might cause them to privilege certain class members over others. Blazing Decl. ¶ 12. More pointedly, Class Counsel has extensive experience litigating complex class actions, including substantially similar class actions against social casino companies. Blazing Decl. ¶ 13. Class Counsel has demonstrated the same vigorous advocacy throughout this case: they briefed and won class certification, defeated two decertification motions, obtained a partial summary judgment on liability, secured sanctions for Defendants' discovery misconduct, tried the case to a favorable jury verdict, briefed and won the post-trial challenge to that verdict, retained forensic accounting and special insolvency expertise to evaluate collection risk, and ultimately negotiated a settlement that will deliver real value to class members.

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On this record—experienced Class Counsel who tried this case to verdict and a representative who saw it through trial—the adequacy requirement of Rule 23(e)(2)(A) is comfortably met.

2. The Settlement Was Negotiated at Arm's Length.

The settlement also satisfies the second requirement under Rule 23(e)(2), since it is the product of adversarial litigation and informed by arm's-length negotiations. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) ("We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution[.]"). The parties mediated before Robert A. Meyer of JAMS, a well-regarded mediator. Blazing Decl. ¶ 4. When the mediation did not immediately produce a resolution, the parties committed to a forensic accounting protocol, giving Plaintiff's counsel and an independent accountant full access to Defendants' financial records before resuming negotiations. This process—third-party forensic accounting followed by informed negotiations under the supervision of the same experienced mediator—reflects serious, good-faith engagement. Blazing Decl. ¶¶ 4–9.

Furthermore, this settlement presents none of the red flags the Ninth Circuit has flagged as indicative of potential collusion—(i) "when counsel receive a disproportionate distribution of the settlement, or when the class receives no monetary distribution but class counsel are amply rewarded," (ii) "when the parties negotiate a 'clear sailing' arrangement," and (iii) "when the parties arrange for fees not awarded to revert to defendants rather than be added to the class fund." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

First, the fee request is capped at 35%. Agreement § 8.1. Courts in this district have approved fees in precisely this range in previous social casino settlements. *See Kater v. Churchill Downs Inc.*, No. 15-cv-00612-RSL, 2021 WL 511203, at *1–2 (W.D. Wash. Feb. 11, 2021) (observing that "[c]ontingency arrangements in high-stakes, high-value mass litigation typically fall in the range of 30–40%" and approving a 25% award); *Wilson v. Huuuge, Inc.*, No. 18-cv-5276-RSL, 2021 WL 512229, at *1–2 (W.D. Wash. Feb. 11, 2021) (same); *Wilson v. Playtika Ltd.*, No. 18-cv-5277-RSL, 2021 WL 512230, at *1–2 (W.D. Wash. Feb. 11, 2021) (same);

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Benson v. DoubleDown Interactive, LLC, No. 18-cv-0525-RSL, 2023 WL 3761929, at *3 (W.D. Wash. June 1, 2023) (awarding Class Counsel attorneys' fees of 29.3% of the $415 million common fund); *see also* 5 Newberg and Rubenstein on Class Actions § 15:83 (6th ed. 2025) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). The request is reasonable on its own terms, particularly given that Class Counsel litigated this case aggressively for more than seven years and took it all the way through trial to a winning verdict. *Second*, there is no clear-sailing agreement; Defendants expressly retain the right to challenge the fee petition. Agreement § 8.1. *Third*, the Settlement Fund is entirely non-reversionary: no funds return to Defendants. Agreement §§ 1.33, 2.3(j), 8.1.

Ultimately, there are no signs of collusion because there was no collusion here. This settlement is the product of serious, informed, non-collusive negotiations, satisfying Rule 23(e)(2)'s second requirement.

3. The Settlement Provides Adequate Relief to the Class.

The third prong of Rule 23(e)(2) directs the Court to evaluate whether "the relief provided for the Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief . . . ; (iii) the terms of any proposed award of attorney's fees . . . ; and (iv) any agreement required to be identified under Rule 23(e)(3)[.]" Fed. R. Civ. P. 23(e)(2)(C). The proposed settlement provides between $12,000,000 and $30,000,000 in total recovery—structured to deliver maximum value without pushing Defendants into insolvency—and satisfies each of these factors. As detailed below, it falls well within the range of possible approval and warrants notice to the Class. *See Landin*, 2025 WL 774754, at *4.

a. The Settlement Eliminates Substantial Risk, Costs, and Delay.

Rule 23(e)(2)(C)(i) requires the Court to weigh the relief the settlement guarantees against the costs, risks, and delay of continued litigation. Here, even with a favorable verdict in hand, the Class faces two distinct threats to collecting on it: Defendants' inability to pay and the appellate process still ahead. The proposed settlement neutralizes both.

The single most important fact about this settlement is that Defendants cannot pay the full judgment in a lump sum. Following trial, Class Counsel engaged a forensic accounting firm, with Defendants' cooperation, to assess Defendants' financial condition. That review confirmed what Defendants' own disclosures had suggested: Defendants lack the liquidity to satisfy the full jury award without risking insolvency. A lump-sum demand would not have produced a larger recovery. Rather, it would have produced a race to insolvency that would leave the Class with little recourse.

The settlement's structure addresses this concern directly to best serve the interests of the Class. Rather than demanding immediate payment of a sum Defendants cannot pay, it secures a $4,000,000 Initial Payment within fifteen days of an order preliminarily approving the settlement, and it requires guaranteed annual installments of at least $1,000,000 for eight years. If Defendants' business improves, contingent payments tied to audited net income add to that floor. Each dollar flows into a non-reversionary Qualified Settlement Fund, insulated from Defendants' other creditors. Agreement § 2.2.

The proposed settlement also heads off appellate risk. As of this filing, Defendants have filed multiple post-trial motions: a Rule 62 motion to stay enforcement of the Judgment, Dkt. #666; a Rule 60 motion for relief from the Judgment, Dkt. #671; and an earlier motion to vacate the enhanced damages award on Seventh Amendment grounds, which this Court denied. Dkt. #615; *see also* Dkt. #628. Even if the motions that remain pending fail, Defendants may appeal to the Ninth Circuit, subjecting the Class to two or more additional years of litigation, with a real possibility that the enhanced damages award is reduced or remanded. Class members who purchased High 5's virtual coins as long ago as 2014 have already waited more than a decade for recovery. The settlement avoids additional delay: the Initial Payment is due within fifteen days of this Order, and the first distribution to the Class follows within sixty days of the Effective Date. Agreement §§ 2.2(a), 2.3(c).

In sum, the settlement spares the Class the substantial collection risk, appellate risk, and delay of continued litigation, satisfying the first prong of Rule 23(e)(2)(C).

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b. The Proposed Settlement Effectively Distributes Relief.

Rule 23(e)(2)(C)(ii) directs the Court to consider the effectiveness of the proposed method of distributing relief. An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible" while ensuring that only "legitimate claims" are paid. 4 Newberg and Rubenstein on Class Actions § 13:53 (6th ed. 2025). The proposed installment plan does both. Rather than withhold any recovery until a full fund accumulates, the settlement distributes each installment to the Class as it is received—turning Defendants' limited liquidity into the very feature that gets money to class members soonest. Given Defendants' inability to pay all at once, it is the option best designed to deliver meaningful relief to class members.

The claims process is designed to make filing a claim easy for class members and follows the procedures approved in the previous social casino settlements. Class members need only submit a claim form with their name, Player ID(s) and Platform ID(s), and the email addresses associated with their accounts and any linked Amazon, Facebook, Apple, or Google accounts used for in-app purchases. Agreement § 1.5. No proof of purchase is required: because Defendants have already produced their transaction data—in the same records used to establish damages at trial—the Settlement Administrator, JND, will calculate how much each class member spent directly from those records, along with any updates obtained via subpoena. Agreement § 4.2(b). And to ensure only legitimate claims are paid, JND will screen every claim against the class list. Agreement § 5.3.

The allocation formula is also based on that used in the prior social casino settlements and is designed to ensure efficient distribution of funds as they arrive. The Initial Payment will be distributed within sixty days of the settlement's effective date, and subsequent annual installments promptly thereafter as they are received (within 28 days of the end of an installment year). Agreement §§ 2.3(c)–(d). The formula applies escalating marginal percentages to the dollar amount each class member spent on the Defendants' applications (10% on the first $1,000; 17.5% for $1,000.01-$10,000; 30% on the next $10,000.01-$100,000; 60% above $100,000), giving the highest-loss class members the greatest proportional recovery. Plan of Allocation ("Ex. F") § 1. Unclaimed amounts are redistributed to the Class in supplemental distributions, subject to Court approval. Ex. F § 2. Any funds remaining ninety days after the Payment Period will be allocated to the Legal Foundation of Washington. Agreement § 2.3(i).

In short, JND is well-equipped to process claims and distribute relief effectively in line with the Plan of Allocation, ensuring that the recovery described in the Settlement Agreement efficiently reaches the Class. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii).

c. The Terms of the Requested Attorneys' Fees Are Reasonable.

Rule 23(e)(2)(C)(iii) directs the Court to consider the terms of the proposed attorney's fee award, including the timing of any payment. As set out above in Argument section I(B)(2), the proposed fees are reasonable, bear none of the indicia of collusion, and fall within the range of fees awarded in similar settlements in this District.

As to timing, Class Counsel will be paid in installments proportionate to Defendants' annual payments into the Settlement Fund, with each installment distributed by the Settlement Administrator within ten business days of Defendants' corresponding payment to the Settlement Fund. Agreement § 8.1. The effect is that Class Counsel is paid only as the Class is paid, keeping their interests aligned with the Class's for the entire payment period.

Because the fee terms cap Class Counsel's recovery at a reasonable percentage of the fund, tie Class Counsel's payment to the Class's own recovery, and present none of the collusion indicia the Ninth Circuit has identified, the proposed terms are reasonable. *See* Fed. R. Civ. P. 23(e)(2)(C)(iii).

d. The Parties Have Not Entered Into Additional Agreements.

The final subpart of Rule 23(e)(2)(C) requires little discussion here. Rule 23(e)(2)(C)(iv) directs the Court to consider "any agreement required to be identified under Rule 23(e)(3)." Rule 23(e)(3), in turn, requires the parties to file a statement identifying "any agreement made in connection with" the proposed settlement—that is, collateral or side agreements not disclosed in connection with the settlement itself. *See* Fed. R. Civ. P. 23 Advisory Committee's Note to 2003 Amendment[2] (explaining that the subdivision is aimed "at related undertakings that . . . may have influenced the terms of the settlement by trading away possible advantages for the class in return for advantages for others."). Here, there are no such agreements, and the Court may set this prong aside.

4. The Settlement Treats Class Members Equitably Relative to Each Other.

Rule 23(e)(2)(D) requires courts to consider whether a proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). Here, it does.

Every Settlement Class Member who files a valid claim form participates in the same distribution process under the same methodology. The Plan of Allocation determines each class member's share of the Settlement Fund based on their "Lifetime Spending Amount"—the total amount each person spent within the Applications between April 9, 2014 and October 1, 2022—relative to the aggregate Lifetime Spending Amounts of all eligible claimants. *See* Agreement § 4.2(b); Ex. F. Class members who spent more recover more; class members who spent less recover less. No class member receives a larger share for any reason other than what they spent.

Beyond the allocation formula itself, all class members are treated identically: same claims process, same distribution schedule, same release. As payments arrive in the Settlement Fund, they are distributed in proportionate installments so that every class member's pro rata share of each incoming payment is calculated the same way. No class member receives preferential access to the fund. *See* Agreement § 2.3; Ex. F.

The Settlement also provides for a service award to compensate Class Representative Rick Larsen for the work he undertook in that role. *See* Agreement § 8.2. Such awards "are fairly typical in class action cases," *In re Online DVD-Rental Antitrust Litig*., 779 F.3d at 943, and serve to "compensate class representatives for work done on behalf of the class, to make up for financial

[2] The agreement-disclosure requirement now codified at Rule 23(e)(3) was added by the 2003 amendments to Rule 23, and originally appeared at Rule 23(e)(2); the 2018 amendments renumbered it as Rule 23(e)(3) without material change.

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or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez*, 563 F.3d at 958–59. Plaintiff Larsen not only litigated this case for years, but also took the extraordinary step of testifying at trial, playing an instrumental role in securing a substantial damages verdict for the class. The proposed $15,000 incentive award fairly reflects that contribution. *Cf. In re Cathode Ray Tube (Crt) Antitrust Litig.*, No. 3:07-cv-5944 JST, 2016 WL 721680, at *47 (N.D. Cal. Jan. 28, 2016) (holding $15,000 service award "entirely reasonable" where representatives gave depositions, produced documents, responded to written discovery, and worked with counsel to prepare trial testimony).

Because the proposed settlement treats all class members alike, subject only to a modest, well-supported service award for Plaintiff Larsen, it readily satisfies Rule 23(e)(2)(D). *See Scott v. United Servs. Auto. Ass'n*, No. C11-1422-JCC, 2013 WL 12251170, at *1 (W.D. Wash. Jan. 7, 2013) (preliminary approval appropriate absent "obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class").

5. The *Churchill* Factors Weigh in Favor of Directing Notice.

Beyond the Rule 23(e)(2) factors, courts in this Circuit consider the *Churchill* factors when assessing a class settlement. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 944. Several overlap substantially with the Rule 23(e)(2) analysis above and are addressed there: the strength of Plaintiff's case and the risk, expense, complexity, and duration of further litigation, *see* Argument section I(B); the amount offered in settlement, *see* Terms of the Proposed Settlement Section I; the extent of discovery and the stage of proceedings, which here followed full merits discovery, summary judgment, and a five-day jury trial, *see* Background sections I–V; and the experience and views of counsel, *see* Argument section I(B)(1). The risk of maintaining class status through trial likewise favors directing notice to the Class, as the Class has already been certified and survived decertification. *See id*. No governmental participant is involved.

The remaining factor—the reaction of the class members—cannot be assessed until the Class has received notice and the deadlines to object or opt out have run. On balance, every

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Churchill factor that can be evaluated at this stage favors directing notice, and none weigh against it.

II. The Proposed Notice Plan Satisfies Rule 23(e)(1) and Due Process.

Once the Court has determined that directing notice is warranted, due process and Rule 23 require the Court to "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); *see also In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 779 (9th Cir. 2022) ("Procedural due process requires that the notice be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.") (internal quotations omitted). The Notice Plan here satisfies both standards.

The plan mirrors those used in the other social casino settlements and begins with the data needed to reach class members individually. Because Defendants produced their transaction records during the litigation, the parties can identify class members and their spending directly: Plaintiff will obtain updated contact information and per-player spending data from the Amazon, Apple, Google, and/or Facebook platforms that host Defendants' games, and Defendants will separately provide the names, email addresses, and mailing addresses within their possession for every Player ID with a Lifetime Spending Amount greater than zero. Agreement § 4.1(b). The Settlement Administrator, JND, will then consolidate this information into a class list, attaching each person's accounts, calculating each person's Lifetime Spending Amount, and using its best efforts to ensure notice reaches every purchaser whose transactions were reflected in the evidence at trial. Agreement § 4.2.

Working from that list, JND will provide direct notice, emailing notice and an electronic link to the claim form to every class member with a valid email address. Agreement § 4.3(a). Where an email bounces back, JND will attempt to cure the problem and re-send, and will mail notice by First-Class U.S. Mail where a physical address is available. *Id.* JND will also mail notice to every class member with a Lifetime Spending Amount over $100, will run all mailing addresses through the National Change of Address database, and will attempt re-mailing for any notice returned undeliverable. Agreement §§ 4.3(a)–(b). To prompt response, JND will send reminder emails thirty days and again seven days before the claims deadline. Agreement § 4.3(c).

Direct notice will be supplemented by a digital campaign and a settlement website. The digital publication campaign will deliver more than ten million impressions, targeted to Washington to the extent reasonably possible, running for at least one month with active links to the settlement website. Agreement § 4.3(d), (e). Within seven days after Preliminary Approval, JND will update the settlement website at www.high5lawsuit.com, where class members can review the case documents, submit claim forms electronically, and see the total value of the Settlement Fund. Agreement § 4.3(d). The website will remain accessible until at least thirty days after the final settlement payments are made. Agreement § 1.35. And as the Class Action Fairness Act requires, Defendants will serve notice of the proposed settlement on the appropriate federal and state officials within ten days after the Agreement is filed. Agreement § 4.3(f); *see* 28 U.S.C. § 1715.

The content of the notice satisfies Rule 23(c)(2)(B) and due process. The notice will advise class members of the nature of the action and the settlement's terms, their right to submit a claim, their right to object or to exclude themselves, the deadlines and procedures for doing so, and the date of the Final Approval Hearing. Agreement § 4.4. Because the Objection/Exclusion Deadline falls no sooner than fourteen days after Class Counsel's fee papers are filed and posted to the settlement website, class members can review the requested fees before deciding whether to object. Agreement § 1.21.

Taken together, the direct-notice, digital, and website components constitute the best notice practicable under the circumstances and comport with Rule 23 and due process.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter an order:

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1. Appointing Plaintiff Larsen as the Class Representative of the Settlement Class for settlement purposes only;

2. Appointing Class Counsel to represent the Settlement Class for settlement purposes only;

3. Confirming certification of the Settlement Class under Fed. R. Civ. P. 23 for settlement purposes only;

4. Preliminarily approving the Settlement for purposes of disseminating Notice to the Settlement Class;

5. Approving creation of the High 5 Social Casino Settlement Trust and execution of the Security Agreement;

6. Approving the Appointment of Settlement Administrator (JND) and ordering the notice administrator Kroll, LLC to transfer the URL to the Settlement Website to the Settlement Administrator within seven (7) days;

7. Approving the form and contents of the Notice and the method of its dissemination to the Settlement Class; and

8. Scheduling a Final Approval Hearing.

A proposed Preliminary Approval Order is submitted herewith.

Respectfully submitted,

RICK LARSEN, individually and on behalf of all others similarly situated,

Dated: August 4, 2026

By: /s/ *Lauren Blazing*

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I certify that this memorandum contains 7,977 words, in line with Plaintiff's Unopposed LCR 7(f) Motion for Leave to File Over-Length Brief

The Honorable Tiffany M. Cartwright

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

RICK LARSEN, individually and on behalf of all others similarly situated, *Plaintiff*, v. PTT, LLC (d/b/a HIGH 5 GAMES, LLC), a Delaware limited liability company, and HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company, *Defendants*.	No. 3:18-cv-05275-TMC **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

[PROPOSED] ORDER

The above-captioned matter came before this Court upon Plaintiff's Motion for Preliminary Approval of Class Action Settlement Agreement. Based upon the memoranda, declaration, and exhibits submitted, as well as the files and proceedings in this case, and good cause being shown, IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning ascribed to them in the Settlement Agreement (Dkt. #___).

2. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. The Court, having read and considered the Settlement Agreement and its exhibits, hereby preliminarily approves the Settlement Agreement in its entirety, subject to the Final Approval Hearing referred to in this Order, and finds that it will likely be able to (a) approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) as fair, reasonable, and adequate, and (b) certify the Settlement Class for purposes of judgment on the Settlement.

Certification of the Settlement Class

3. The Court grants the Parties' request for certification of the following Rule 23 Settlement Class for the sole and limited purpose of implementing the terms of the Settlement Agreement, subject to this Court's final approval:

> [A]ll individuals in Washington who played or purchased virtual coins on either High 5 Casino or High 5 Vegas Applications after April 9, 2014 and before October 1, 2022, including persons as reasonably determined by billing address information, IP address information, or other information furnished by Platform Providers to be located in Washington or associated with purchases in Washington.[1]

[1] 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

4. On January 21, 2021, the Court certified a Rule 23(b)(3) Damages Class and a Rule 23(b)(2) Injunctive Class (Dkt. #170), and on April 17, 2024, it denied Defendants' motion to decertify those classes (Dkt. #385). The proposed Settlement Class is materially the same as the previously certified classes and adds only an end date of October 1, 2022, a clarification that does not alter the Court's prior Rule 23 analysis and is consistent with the Court's instructions to the jury at trial (Dkt. #601 at 12). Accordingly, for the reasons set out in the Court's prior certification orders, and subject to the Final Approval Hearing and for purposes of settlement only, the Court finds that the Settlement Class satisfies the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3).

5. For purposes of settlement only, the Court preliminarily appoints Todd Logan, Brandt Silverkorn, Amy B. Hausmann, and Lauren Blazing of Edelson PC and Cecily C. Jordan of Tousley Brain Stephens PLLC as Class Counsel for the Settlement Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel, having litigated this Action through class certification, summary judgment, trial, and judgment, and having developed and litigated substantially similar social casino class actions in this District.

6. For purposes of settlement only, the Court confirms the prior appointment of Plaintiff Rick Larsen as the Class Representative. The Court finds that Plaintiff will continue to fairly and adequately protect the interests of the Settlement Class.

<u>Preliminary Approval of the Settlement</u>

7. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fundamentally fair, adequate, and reasonable, is likely to be approved under Federal Rule of Civil Procedure 23(e)(2), and is in the best interests of the Settlement Class. The

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entity in which the Defendants or their 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.

Court grants preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement.

8. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action mechanism and provides substantial relief to the Settlement Class—including a non-reversionary Settlement Fund with a minimum value of $12,000,000 and a maximum of $30,000,000, secured by the Security Agreement and the Stipulated Consent Judgments to be held in escrow, together with prospective relief for Washington players—without the risks, burdens, costs, or delay associated with continued litigation, post-trial motion practice, appeal, and potential judgment collection efforts. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys, conducted after more than seven years of adversarial litigation—including class certification, partial summary judgment on liability, a five-day jury trial, and entry of judgment—facilitated by mediator Robert A. Meyer of JAMS and informed by an independent forensic accounting review of Defendants' financial condition; (b) is sufficient to warrant dissemination of Notice of the Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by Defendants or any other party.

9. The Court approves the creation of the High 5 Social Casino Settlement Trust and the Parties' execution of the Security Agreement, pursuant to which the Settlement Trust holds a security interest in Defendants' assets, securing Defendants' payment obligations under the Settlement Agreement. Upon its creation, the Settlement Trust shall constitute a qualified settlement fund under Treasury Regulation § 1.468B-1.

Notice and Settlement Administration

10. The Court appoints JND Legal Administration as the Settlement Administrator and directs it to carry out the Notice Plan in conformance with the Settlement Agreement and the

schedule set forth in this Order, and to perform all other tasks that the Settlement Agreement requires of it. The Court directs the current notice administrator, Kroll, LLC, to transfer the URL for the Settlement Website, www.high5lawsuit.com, to the Settlement Administrator within seven (7) days of entry of this Order.

11. The Court approves, as to form and content, the notice of proposed class action settlement (the "Notice") in substantially the forms attached to the Settlement Agreement as Exhibits C, D, and E. The Court finds that the Notice Plan set forth in the Settlement Agreement and the forms of Notice: (a) constitute the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights to object to the Settlement or to exclude themselves from the Settlement Class; (c) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the Due Process Clause of the United States Constitution, and all other applicable legal requirements. The Parties, by agreement, may revise the Notice and the Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

12. The Court directs the dissemination of the Notice in accordance with the Notice Plan and the schedule set forth in this Order. The Court approves the procedures for Settlement Class Members to opt out of, or object to, the Settlement as set forth in the Settlement Agreement, the Notice, and this Order.

13. The Notice Date shall be no later than thirty-five (35) days after entry of this Order. Within seven (7) days after entry of this Order, the Settlement Administrator shall update the Settlement Website in accordance with the Settlement Agreement.

14. The Court approves the form and content of the Claim Form attached to the Settlement Agreement as Exhibit A. The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud and shall deny Claim Forms where there is

evidence of abuse or fraud, including by cross-referencing Approved Claims with the Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of the Settlement Agreement, or (b) provide full and complete information as requested on the Claim Form. If a person submits a timely Claim Form by the Claims Deadline that is not otherwise complete, the Settlement Administrator shall give that person a reasonable opportunity to provide any requested missing information, which must be received by the Settlement Administrator no later than twenty-eight (28) days after the Claims Deadline.

Exclusion from the Settlement Class

15. Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator that is received on or before the Objection/Exclusion Deadline.

16. To be valid, a request for exclusion must: (a) state the individual's name; (b) identify the case by name, *Larsen v. PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC*, No. 3:18-cv-05275-TMC (W.D. Wash.), or in some substantially similar, reasonably identifiable fashion; (c) state the individual's Player ID(s) and the email address(es) associated with the Applications; (d) state the individual's current telephone number, U.S. Mail address, and email address; (e) be physically signed by the individual seeking exclusion; and (f) contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not received within the time specified, shall be invalid, and the individual submitting such a request shall be deemed to remain a Settlement Class Member and shall be bound by the Settlement Agreement, if approved. Any person who timely and properly requests 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 the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs; each individual who seeks to opt out must send an individual, separately signed request to the Settlement Administrator that complies with all requirements of this paragraph.

Objections to the Settlement

17. Any Settlement Class Member who has not timely submitted a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, to the entry of a Final Approval Order and Final Judgment dismissing the Action with prejudice, to the Fee and Expense Award sought by Class Counsel, or to the requested incentive award to the Class Representative. To object, a Settlement Class Member must sign and file a written objection on or before the Objection/Exclusion Deadline.

18. To be valid, an objection must be presented in writing, must be personally signed by the objector, and must include: (a) any Player ID(s); (b) any email address(es) associated with the use of the Applications; (c) the objector's current telephone number, U.S. Mail address, and email address; (d) the specific grounds for the objection; (e) all documents or writings that the objector desires the Court to consider; (f) 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 (g) 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 before the Final Approval Hearing.

19. All written objections must be filed with or otherwise received by the Court, and emailed or delivered by U.S. Mail to Class Counsel and Defendants' Counsel, no later than the Objection/Exclusion Deadline. An unrepresented Settlement Class Member may timely submit

objection papers to the Clerk of the Court; any objection made by a Settlement Class Member who is represented by counsel must be filed through the Court's CM/ECF system. Objections shall be sent to Class Counsel: Todd Logan, Edelson PC, 150 California Street, 18th Floor, San Francisco, California 94111, and Cecily Jordan, Tousley Brain Stephens PLLC, 1200 5th Avenue Suite 1700, Seattle, Washington 98101; and to Defendants' Counsel: William Gantz, Duane Morris LLP, 100 High St. Suite 2400, Boston, Massachusetts 02110, and Craig Stewart, Holland & Hart LLP, 555 17th St. Suite 3200, Denver, Colorado 80202.

20. Any Settlement Class Member who fails to timely file a written objection with the Court, and notice of their intent to appear at the Final Approval Hearing, in the manner prescribed above 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 the Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived any objections and to be forever barred from making any such objections in the Action or in any other action or proceeding.

21. Settlement Class Members cannot both object to and exclude themselves from the Settlement. Any Settlement Class Member who submits both a timely request for exclusion and a timely objection will be deemed to have excluded themselves from the Settlement Class, and their objection will be deemed void.

Claims Deadline and Objection/Exclusion Deadline

22. The Claims Deadline is scheduled for ________________, fifty-six (56) days following the Notice Date.

23. The Objection/Exclusion Deadline is scheduled for ________________, fifty-six (56) days following the Notice Date.

Final Approval Hearing

24. A Final Approval Hearing is scheduled for _____________, at which the Court will consider: (a) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved; (b) whether to approve Class Counsel's application for a Fee and Expense Award and the manner of its payment; (c) whether to approve the incentive award to the Class Representative; and (d) whether a Final Approval Order and Final Judgment should be entered dismissing the Action with prejudice. The Court may continue or adjourn the Final Approval Hearing without further notice to Settlement Class Members.

25. Class Counsel shall file a memorandum of points and authorities in support of their motion for approval of the Fee and Expense Award and an incentive award no later than _____________, at least fourteen (14) days before the Objection/Exclusion Deadline. The motion shall be promptly posted to the Settlement Website upon filing.

26. Class Counsel shall file a memorandum of points and authorities in support of the final approval of the Settlement Agreement no earlier than __________________, twenty-one (21) days following the Claims Deadline.

Additional Provisions

27. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class. Any changes to the schedule of Settlement proceedings shall be posted on the Settlement Website.

28. If the Settlement Agreement is terminated pursuant to its terms, or if final approval of the Settlement does not occur for any reason, this Order shall become null and void and shall not be used or cited thereafter by any person or entity, the certification of the Settlement Class for settlement purposes shall be void, and the Parties shall be restored to the *status quo ante* in the Action as of the date the Settlement Agreement was executed, with the Court's prior order granting class certification (Dkt. #170) governing.

IT IS SO ORDERED.

Dated this ___ day of _________, 2026.

____
The Honorable Tiffany M. Cartwright
United States District Judge