The Honorable Tiffany M. Cartwright

UNITED STATES DISTRICT COURT
FOR THE 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 **DECLARATION OF LAUREN BLAZING IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to 28 U.S.C. § 1746, I declare and state as follows:

1. I am a partner at Edelson PC, which has been retained to represent Plaintiff Larsen and the Class in the above-captioned matter. I am entering this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I have personal knowledge of the matters stated herein, or knowledge based on my review of the docket and filings in this action and the files and records maintained by Edelson PC in the ordinary course of its representation of Plaintiff and the Class. If called upon, I could and would competently testify to the matters stated herein.

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3. Attached hereto as Exhibit 1 is a true and accurate copy of the Class Action Settlement Agreement, together with its exhibits.

4. On August 13, 2025, the Parties held a full-day mediation with Robert A. Meyer of JAMS. The Parties did not reach agreement at that session. The Parties did, however, negotiate a preliminary protocol for the exchange of Defendants' confidential financial information and for review of that information by an independent forensic accountant, to facilitate further settlement discussions.

5. Following the mediation, on September 10, 2025, the Parties executed a detailed Forensic Accounting Protocol providing Class Counsel and the independent forensic accountant complete access to Defendants' confidential financial records.

6. In connection with the Forensic Accounting Protocol, Class Counsel retained Aperture LLC, a leading forensic litigation consulting firm, to evaluate Defendants' financial condition and their ability to satisfy the Judgment.

7. Aperture's forensic accounting review and analysis revealed significant concerns about Defendants' ability to satisfy the full Judgment in a single lump-sum payment without risking insolvency. Aperture's evaluation indicated to Class Counsel that installment payments—with safeguards to protect the class against default and insolvency—provided superior expected value to the class relative to the risk of protracted enforcement proceedings or a potential bankruptcy filing, in which the class would be left to compete with Defendants' other creditors for whatever value remained.

8. Following completion of the forensic accounting review, and with Mr. Meyer's continued assistance, the Parties reengaged in substantive settlement negotiations and reached a settlement in principle on November 2, 2025. Given the proposed settlement's structure, Class Counsel also retained experienced special insolvency counsel, Brown Rudnick LLP, to advise on the settlement's payment, security, and default provisions.

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9. Disputes arose during the drafting of the detailed binding term sheet, and the Parties returned to Mr. Meyer on April 1, 2026 for a further mediation session. Following that session, the Parties executed a binding term sheet on April 14, 2026.

10. The Parties completed execution of the Settlement Agreement now before the Court on August 3, 2026.

11. Plaintiff Rick Larsen has actively prosecuted this case for years, including by producing documents and discovery responses, sitting for a deposition, testifying at trial, and remaining available to Class Counsel throughout the litigation, trial, and settlement processes.

12. Edelson PC and Tousley Brain Stephens, PLLC have no conflicts of interest, no financial stake in or relationship to Defendants, and no relationship to any subset of settlement class members that would cause us to favor some class members over others.

13. Edelson PC and Tousley Brain Stephens, PLLC have extensive experience litigating complex class actions, including substantially similar actions against social casino operators in this District that resulted in substantial recoveries, including a $38 million settlement in *Wilson v. Playtika Ltd.*, No. 3:18-cv-05277-RSL (W.D. Wash.), and a $24.5 million settlement in *Reed v. Scientific Games Corp.*, No. 2:18-cv-00565-RSL (W.D. Wash.).

14. In Class Counsel's professional judgment, the proposed settlement is fair, reasonable, and adequate, and in the best interests of the settlement class.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 4th day of August 2026 at San Francisco, California.

/s/ *Lauren Blazing*
Lauren Blazing

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EXHIBIT 1

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 **CLASS ACTION SETTLEMENT AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Agreement", "Settlement", or "Settlement Agreement") is entered into by and among the Plaintiff Rick Larsen ("Plaintiff" or "Larsen") for himself individually and on behalf of the Settlement Class (as defined below), and Defendants High 5 Games LLC (f/k/a PTT, LLC ("H5G" or "High 5 Games") and High 5 Entertainment, LLC ("H5E" or "High 5 Entertainment") (together "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

RECITALS

A. On April 2, 2018, Sean Wilson filed a putative class action complaint against High 5 Games in the United States District Court for the Western District of Washington, Case No. 18-cv-05275. The complaint was later amended to substitute Rick Larsen as the plaintiff and class representative and to add High 5 Entertainment as an additional defendant.

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

C. On May 18, 2018, High 5 Games moved to dismiss pursuant to Fed. R. Civ. P. 12 on grounds that the Applications do not fall under Washington's definition of gambling. Also on May 18, 2018, High 5 Games filed a Motion to Stay, asking the Court to stay the Action on abstention grounds, or until the Ninth Circuit resolved a pending Petition for Rehearing En Banc for rehearing of its ruling in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (2018).

D. On June 29, 2018, the Parties stipulated to stay discovery pending the Court's decision on High 5 Games' motion to dismiss. On July 2, 2018, High 5 Games withdrew its pending Motion to Dismiss and Motion to Stay and filed a Renewed Motion to Dismiss.

E. On July 31, 2018, the Parties entered a stipulated motion to grant Plaintiff leave to serve jurisdictional discovery, which the Court granted on August 7, 2018.

F. On December 14, 2018, the Court denied High 5 Games' Motion to Dismiss. On January 7, 2019, High 5 Games filed an Answer to the Complaint.

G. On January 16, 2019, Plaintiff served High 5 Games with his First Set of Requests for Production. On December 4, 2019, Plaintiff moved to compel production of responsive documents. After Defendant High 5 Games made a production of documents, Plaintiff withdrew the motion to compel.

H. On February 27, 2020, High 5 Games filed a Motion to Certify Issues to the Washington Supreme Court. High 5 Games thereafter withdrew the motion and filed a Renewed Motion to Certify Issues to the Washington Supreme Court on March 2, 2020. In connection with its renewed request to Certify Issues, on March 11, 2020, High 5 Games filed a Motion to Stay the Litigation. The Court denied the Motion to Certify on April 6, 2020. On April 15, 2020, the Court denied High 5 Games's related Motion to Stay.

I. On June 26, 2020, Plaintiff filed a Motion for Class Certification and for Preliminary Injunction. High 5 Games filed a brief in opposition on August 17, 2020. Plaintiffs filed a Reply brief on August 28, 2020.

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

K. The Court set a hearing on Plaintiff's Motion for Class Certification and for Preliminary Injunction, and on January 20, 2021, the Court heard oral argument from the Parties via Zoom. On January 21, 2021, the Court granted Plaintiff's Motion for Class Certification and certified two classes:

a. A "Damages Class" consisting of "[a]ll individuals in Washington who purchased virtual casino coins on either High 5 Casino or High 5 Vegas after April 9, 2014" pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3); and

b. An "Injunctive Class" consisting of "[a]ll individuals in Washington who played either High 5 Casino or High 5 Vegas after April 9, 2014" certified pursuant to Fed. R. Civ. P. 23(a) and 23(b)(2).

The Court further appointed Plaintiff Wilson as class representative and appointed Plaintiff's counsel as counsel for the class. The Court denied Plaintiff's motion for a preliminary injunction.

L. On February 18, 2021, Plaintiffs filed a motion for approval of a class notice plan. High 5 Games opposed the motion. After full briefing, the Court approved the notice plan on March 10, 2021.

M. On December 16, 2021, Plaintiff filed a Motion to Compel responses to Request for Production No. 67. High 5 Games opposed the motion. On January 31, 2023, the Court granted Plaintiffs' Motion and ordered High 5 Games to complete production of all documents responsive to RFP No. 67 within twenty-one (21) days.

N. On October 25, 2022, the Court set trial for October 2, 2023.

O. On December 8, 2022, Plaintiff filed a Motion for Leave to Amend to substitute Rick Larsen as Plaintiff and Class Representative. High 5 Games opposed the motion. The Court granted the motion on March 6, 2023, and on March 8, 2023, Plaintiff filed an Amended Complaint.

P. On September 11, 2023, the Court reset the five-day jury trial for May 6, 2024, and set related pretrial dates.

Q. In September 2023, the parties participated in a mediation before Niki Mendoza of Phillips ADR Enterprises. That mediation was unsuccessful.

R. On October 2, 2023, the Court extended discovery deadline to December 1, 2023, and the dispositive motion deadline to December 29, 2023.

S. In November 2023, Plaintiff raised concerns that High 5 Games had failed to complete a good-faith search for documents throughout this case. On November 9, 2023, Plaintiff filed a Motion to Compel production of documents responsive to Sixteen Requests for Production. High 5 Games opposed the motion and represented to the Court that all responsive materials "either have been produced or are in the process of being produced." On December 18, 2023, the Court granted Plaintiff's Motion to Compel and ordered High 5 Games to: (a) supplement its responses to RFP Nos. 13, 16, 17, and 49 and (b) certify that it has completed good faith searches in response to the initial requests for production, as compelled by the Court, and/or as agreed during the meet and confer process and that it has produced all responsive documents.

T. On December 5, 2023, High 5 Games disclosed that it had transferred ownership and operation—including all revenues—of all its social casino products to a majority-owned subsidiary called High 5 Entertainment in October 2022.

U. In December 2023, Plaintiff deposed High 5 Games' founder and CEO and its former lead customer service representative, and asked questions related to High 5 Games' central document repositories.

V. On January 4, 2024, Plaintiff filed a motion requesting leave to amend the operative complaint to include High 5 Entertainment as a defendant and further asked the Court to modify the scheduling order to permit limited supplemental discovery into High 5 Entertainment's operation of the at-issue social casinos and receipt of revenues generated from Washington consumers. On January 26, 2024, the Court granted Plaintiff leave to amend his complaint, granted Plaintiff leave to conduct limited discovery regarding High 5 Entertainment, and modified the case schedule, resetting trial for September 9, 2024.

W. On January 18, 2024, Plaintiff filed a Motion for Appointment of a Special Master and asked the Court to compel High 5 Games to file a declaration explaining its document collection, search, and production processes.

X. On January 19, 2024, High 5 Games—through its attorneys—filed a certification attesting that High 5 Games had "completed good faith searches . . . [and] produced all responsive documents."

Y. On January 19, 2024, High 5 Games moved to decertify the classes and filed a motion for summary judgment. Also on January 19, 2024, Plaintiff moved for partial summary judgment and for leave to disclose a data expert. On February 5, 2024, High 5 Games opposed Plaintiff's motion for leave to disclose a data expert, and on February 9, 2024, Plaintiff filed a reply. On February 12, 2024, High 5 Games filed a response opposing Plaintiff's partial summary judgment motion; Plaintiff opposed decertification and High 5 Games' summary judgment motion. On February 16, 2024, High 5 Games and Plaintiffs filed replies to their motions for summary judgement. On February 21, 2024, both Parties filed surreplies.

Z. On February 12, 2024, Judge Lasnik recused himself and the case was reassigned to Judge Tiffany M. Cartwright. The Court reset the jury trial for February 3, 2025, and adjusted pretrial dates.

AA. On February 29, 2024, Plaintiff filed his Second Amended Complaint, naming High 5 Entertainment as a defendant. On March 14, 2024, Defendants answered the Second Amended Complaint.

BB. On March 11, 2024, the Court held a hearing on Plaintiffs' motion to appoint a special master and motion for leave to disclose a data expert. Following the hearing, the Court denied as unnecessary Plaintiff's motion to disclose a data expert, and the Court permitted Plaintiff to disclose the individual as a fact witness. Also following the hearing, the Court denied Plaintiff's requests for appointment of a special master, supplemental discovery, and an evidentiary hearing, but granted Plaintiff's request that the Court compel both a corporate representative of Defendant and Defendant's counsel to file declarations with the Court regarding Defendants' efforts to preserve, search for, and produce relevant documents.

CC. On April 1, 2024, Defendants' outside counsel, in-house counsel and Chief Executive Officer filed responsive declarations.

DD. Between March and June 2024, Plaintiff brought numerous discovery-related motions to the Court's attention. The Court held discovery hearings on April 1, 2024, April 23, 2024, June 3, 2024, and issued rulings on discovery issues and modified the discovery and case deadlines.

EE. On April 17, 2024, the Court denied High 5 Games' motion to decertify the classes.

FF. On May 29, 2024, Plaintiffs filed a motion to Compel Depositions regarding Discovery Misconduct. The Court held a hearing on the motion on July 8, 2024, and thereafter denied the motion.

GG. On June 11, 2024, the Court granted in part Plaintiff's Motion for Partial Summary Judgment (finding High 5 Games liable to the Damages Class under the RMLGA and CPA) and denied High 5 Games's motion for summary judgment, reserving damages issues for trial.

HH. On July 25, 2024, High 5 Entertainment filed a Motion for Summary Judgment or to Compel Arbitration and moved to exclude Plaintiff's fact witness regarding geolocation from trial. Plaintiff filed a Motion for Partial Summary Judgment against High 5 Entertainment and moved for a permanent injunction.

II. On September 5, 2024, Plaintiff moved to amend his complaint to add alter ego allegations and a claim under the Uniform Voidable Transfer Act ("UVTA"), ch. 19.40 RCW.

JJ. On September 19, 2024, Plaintiff filed a Motion for Discovery Sanctions. Also on September, 19, 2024, Plaintiff filed a Motion for a Prejudgment Writ of Attachment.

KK. At a hearing on November 13, 2024, the Court heard oral arguments on the Parties' cross-motions for summary judgment as to High 5 Entertainment, Defendants' Motion to Exclude, and Plaintiff's Motion to Amend.

LL. On December 12, 2024, the Court granted High 5 Entertainment's summary-judgment motion (dismissing claims against High 5 Entertainment without prejudice for lack of standing) and denied Plaintiff's permanent-injunction motion. Additionally, the Court granted Plaintiff's motion to amend but bifurcated and stayed the additional alter ego and UVTA claims.

MM. On December 23, 2024, Plaintiff filed his Third Amended Complaint. The Court deferred Defendants' obligation to answer the Third Amended Complaint to February 28, 2025.

NN. On January 14, 2025, the Court ordered the Parties to submit supplemental briefing addressing (1) whether the Seventh Amendment requires a jury to decide whether to award treble damages under the WCPA in federal court; and (2) if so, how the jury should be instructed. Following that additional briefing, on January 27, 2025, the Court ordered that both actual and enhanced damages be submitted to the jury.

OO. On January 17, 2025, the Court granted in part and denied in part Plaintiff's Motion for Discovery Sanctions, ordering evidentiary sanctions against High 5 Games and monetary sanctions against High 5 Games and its counsel, and further ordering that the obligation to pay the monetary sanctions was joint and several as to High 5 Games and its counsel.

PP. In January 2025, on the eve of trial, the Parties again engaged in informal settlement discussions. The Parties were unsuccessful in reaching a resolution.

QQ. On February 3, 2025, the case proceeded to a jury trial. On February 7, 2025, after four days of testimony, the jury returned a verdict for Plaintiff and the Damages Class, awarding Plaintiff $7,470.50 in actual damages and $4,183.48 in enhanced damages under the CPA, and awarding the Class $17,742,855.64 in actual damages and $7,185,856.53 in enhanced damages under the CPA.

RR. On February 28, 2025, High 5 Games moved to vacate the verdict arguing that the Seventh Amendment preempted Plaintiffs' enhanced damages claim and that the enhanced damages should be capped on a per plaintiff basis. On June 11, 2025, the Court denied High 5 Games' motion and entered judgment on the jury's verdict awarding Plaintiff Larsen $11,653.98 and the Damages Class $24,928,712.17 (the "Judgment").

SS. On April 16, 2025, Defendants filed a motion requesting the Court appoint a settlement judge. On May 2, 2025, the Court denied Defendants' motion without prejudice.

TT. On June 13, 2025, Defendants filed a Motion to Partially Dismiss Plaintiff's Third Amended Complaint. The Court granted the motion in part and denied the motion in part, dismissing Plaintiff's unjust enrichment claims.

UU. On June 25, 2025, the Court held a status conference and set trial on the remaining claims and issues for May 11, 2026, and later entered a detailed scheduling order. The Court continued the trial date and related deadlines several times. On May 14, 2026, the Court stayed the case for all purposes except third-party discovery to effectuate settlement.

VV. On July 8, 2025, the Court deferred all motions for fees and costs except the fee petition regarding discovery sanctions until following resolution of the remaining claims against High 5 Entertainment.

WW. On July 9, 2025, High 5 Games again moved to set aside the jury's verdict. Also on July 9, 2025, Plaintiffs filed two motions to amend the judgment: (1) a motion to amend to add pre-judgment interest totaling $9,739,925.93, and (2) a motion to conform the judgment to the formalities of Rule 23 of the Federal Rules of Civil Procedure.

XX. On August 11, 2025, High 5 Games filed a Rule 62 Motion to Stay Enforcement of Judgment Pending Resolution of Appeal Without Requiring a Bond.

YY. On August 12, 2025, High 5 Games filed a Rule 60 Motion for Relief from Judgment.

ZZ. The Parties agreed to hold a private mediation with Robert A. Meyer of JAMS on August 13, 2025. In advance of the mediation, the Parties agreed to extend the deadlines for certain post-trial motions.

AAA. The Parties participated in a full-day mediation on August 13, 2025. While Parties were unable to reach a resolution during that mediation, the Parties negotiated and agreed to a preliminary protocol for the exchange of Defendants' confidential financial information and for review of that information by an independent forensic accountant to facilitate further settlement discussions. In connection with that protocol, the Parties stipulated to stay all litigation related to the Judgment against High 5 Games and the Court's order granting discovery sanctions, and agreed to extend certain case schedule deadlines. The Court granted the stipulation.

BBB. Following the mediation, the Parties negotiated and agreed to a detailed Forensic Accounting Protocol for the review of Defendants' financial records by an independent third-party financial consultant of Plaintiffs' counsel's choosing. The Parties executed the Protocol on September 10, 2025.

CCC. Following completion of the Forensic Accounting Protocol, and with the assistance of the mediator, Robert A. Meyer, the Parties reengaged in settlement discussions.

DDD. On November 2, 2025, the Parties agreed to a settlement in principle, subject to further diligence and execution of a mutually agreeable Term Sheet. Given the nature of the Parties' settlement in principle, Class Counsel retained special insolvency counsel, Brown Rudnick LLP. Disputes arose during the drafting of the detailed binding Term Sheet and Annex of affirmative and negative covenants, and the Parties returned to Mr. Meyer on April 1, 2026 for assistance. Following that mediation session, the Parties executed a binding Term Sheet on April 14, 2026 (the "Term Sheet").

EEE. As part of the Term Sheet and this Settlement Agreement, the Plaintiff and Class Counsel agree they will not serve, file or commence any actions, writs, notices, liens, citations to discover assets or take other actions to enforce or collect the Judgment other than those expressly authorized in this Settlement Agreement until Final Approval by the Court. Further, the Parties agreed to an immediate stay of the litigation and all pending motions from the date of execution of the Term Sheet other than motions and subpoenas necessary to obtain and facilitate approval and administration of this Settlement Agreement.

FFF. Plaintiff and Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against Defendants, the potential defenses available to Defendants, the financial condition of Defendants and Defendants' ability to satisfy the Judgment and this Settlement.

GGG. Plaintiff and Class Counsel believe that Plaintiff's and the Class's claims have merit and that the jury's verdict and Judgment would survive post-trial motions and will be upheld on appeal. Nonetheless, Plaintiff and Class Counsel recognize that they face additional risks and expense on appeal and, based on Defendants' current financial condition, face additional risks in their ability to collect on the Judgment. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex class actions, as well as the difficulty and delay inherent in such litigation or the ability to enforce the Judgment. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

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

III. Defendants have at all times denied—and continue to deny—all allegations of wrongdoing and liability and deny all material allegations in the Action. Specifically, Defendants deny that the Applications constitute or constituted illegal gambling, and that any aspect of the Applications' operation constituted unfair business practices. Defendants are prepared to continue their vigorous defense on appeal. Even so, taking into account the uncertainty and risks on appeal, Defendants have concluded that continuing to defend the Action would be burdensome and expensive. Defendants have further concluded that it is desirable that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and among Plaintiff, the Settlement Class, and Defendants that, subject to the Court's final approval after a hearing as provided for in this Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, 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 *Larsen v. PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC*, No. 3:18-cv-05275-TMC 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 the social casino applications High 5 Casino and High 5 Vegas, played in any form or fashion, including through an application via a Platform Provider, web-application, internet or mobile device.

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

1.5. "Claim Form" means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who purchased virtual coins and 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) the name of the Application(s) played; (iii) Player ID(s) and Platform ID(s) associated with each Application(s) account(s); (iv) email address(es) associated with each Application(s) account(s); (v) email addresses associated with Amazon, Facebook, Apple, Google, accounts from which in-Application purchases of virtual coins were made; and (vi) current telephone number, U.S. Mail address, and email address. The Claim Form will encourage Class Members to receive their Settlement Payment electronically, but will offer the option to receive a check.

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

1.7. "Class Counsel" means Todd Logan, Brandt Silverkorn and Amy B. Hausmann of Edelson PC and Cecily C. Jordan of Tousley Brain Stephens PLLC.

1.8. "Class Representative" means Plaintiff Rick Larsen.

1.9. "Court" means the United States District Court for the Western District of Washington, the Honorable Tiffany M. Cartwright presiding, or any Judge who shall succeed her as the Judge assigned to the Action.

1.10. "Defendants" means High 5 Games, LLC and High 5 Entertainment, LLC, individually or collectively.

1.11. "Defendants' Counsel" means Duane Morris LLP and Holland & Hart LLP.

1.12. "Effective Date" means the date upon which the last (in time) of the following events occurs: (i) the events described in Section 9.1 have occurred, (ii) the date upon which the time expires for filing or noticing any appeal of the Final Judgment, (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee and Expense Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); and (iv) the date of final dismissal of any appeal or the final dismissal or resolution of any proceeding on certiorari with respect to the Final Judgment.

1.13. "Fee and Expense Award" means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel, including the costs of special insolvency counsel, Brown Rudnick LLP, which will be paid out of the Settlement Fund.

1.14. "Final Approval Hearing" means the hearing before the Court where the Plaintiffs will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee and Expense Award and any incentive award to the Class Representative.

1.15. "Final Judgment" means the final judgment and order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.16. "Lifetime Spending Amount" means the total amount of money a Settlement Class Member spent within the Applications from April 9, 2014 through and including October 1, 2022.

1.17. "High 5 Social Casino Settlement Trust" or "Settlement Trust" means the trust established under Delaware law, by Class Counsel, for the purpose of holding and distributing the Settlement Fund to Class Members with Approved Claims, including holding and monetizing any Security Interest as provided in this Settlement. The Settlement Trust shall constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. All such funds in the Settlement Trust shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts; (b) time deposit accounts and certificates of deposit; (c) United States Treasury bills; or (d) other instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Settlement Trust shall be paid from the Settlement Fund. The trust documents will be substantially in the form attached hereto as Exhibit B and will identify the Settlement Class as the beneficiary of trust, Jennifer Keough of JND Legal Administration (or another competent individual as selected by Class Counsel) as its Trustee, and Class Counsel as the trust's mandatory counsel.

1.18. "Mediator / Arbitrator" means Robert A. Meyer of JAMS ADR mediation. If Robert A. Meyer is unavailable for any reason, they shall work cooperatively to select a mutually-agreed-upon replacement as Mediator/Arbitrator. The replacement must be an independent neutral at JAMS with at least ten (10) years of experience as a neutral. If the Parties cannot agree upon a replacement, any party may request that the Court appoint an independent neutral for the purpose of effectuating the terms of the settlement.

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

1.20. "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.

1.21. "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 and Expense Award are filed with the Court and posted to the Settlement Website, or such other date as ordered by the Court.

1.22. "Plaintiff" mean Rick Larsen, the plaintiff in the Action.

1.23. "Plan of Allocation" means the Plan of Allocation attached as Exhibit F to this Settlement Agreement.

1.24. "Platform Provider(s)" means Amazon, Apple, Facebook, and/or Google.

1.25. "Preliminary Approval" means the order preliminarily approving the Settlement, certifying the revised Settlement Class for settlement purposes, appointing Class Counsel and the Class Representative, and approving the form and manner of the Notice.

1.26. "Released Claims" means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, expenses, costs, attorneys' fees and/or obligations (including "Unknown Claims," as defined below), whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, whether based on violations of Washington or other federal, state, local, statutory, or common law or any other law, including the law of any jurisdiction outside the United States, that are or have been alleged or otherwise could have been raised in the Action, or that arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the operation of the Applications and/or the sale of virtual coins in the Applications, including claims that the Applications are illegal gambling, that virtual coins in the Applications are "things of value," or that aspects of the Applications are deceptive or unfair, or that Defendants have been unjustly enriched by the operation of the Applications. For the avoidance of doubt, this release includes (1) claims potentially subject to arbitration agreements; and (2) claims for amounts spent on in-Application purchases that are attributable to Platform Provider fees.

1.27. "Released Parties" means High 5 Games, LLC as well as High 5 Entertainment, LLC and their present or former administrators, predecessors, successors, assigns, parents, subsidiaries, corporate affiliates, holding companies, investors, divisions, employees, agents, representatives, consultants, independent contractors, service providers, vendors, payment processors, merchant banks, directors, managing directors, officers, partners, principals, members, managers, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and their respective heirs or family members, including but not limited to all Platform Providers.

1.28. "Releasing Parties" means Plaintiff and other Settlement Class Members and their respective past, present, and future heirs; children; spouses; beneficiaries; conservators, executors; estates; administrators; assigns; agents; consultants; independent contractors; insurers; attorneys; accountants; financial and other advisors; investment bankers; underwriters; lenders; and any other representatives of any of these persons and entities.

1.29. "Settlement Administration Expenses" means (i) the expenses incurred in sending notice of the class certification decision and hosting the case website; and (ii) the expenses incurred by the Settlement Administrator in providing Notice, hosting the Settlement Website, processing claims, responding to inquiries from members of the Settlement Class, distributing funds for Approved Claims, related tax expenses, fees of the escrow agent, and related services with all such expenses to be paid from the Settlement Fund.

1.30. "Settlement Administrator" means JND Legal Administration (replacing Kroll who has served as the class notice administrator), subject to approval of the Court, which will administer the Notice and Settlement Website, process Approved Claims, and distribute Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform other such settlement administration matters as set forth in or contemplated by this Agreement.

1.31. "Settlement Class" means 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. 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 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.

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

1.33. "Settlement Fund" means the non-reversionary cash fund that shall be established by Defendants of at least twelve million dollars ($12,000,000) and 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 Liquidity Payments (if any), to be deposited by Defendants into the Settlement Trust, plus all interest earned thereon. From the Settlement Fund, and at the direction of the Trustee, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any incentive award to the Class Representative, taxes, and any Fee and Expense Award to Class Counsel. The Settlement Fund shall be kept in the Settlement Trust with permissions granted to the Settlement Administrator to access said funds until such time as the Settlement Payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Settlement Trust. The Settlement Administrator and/or the Trustee shall be responsible for all tax filings with respect to any earnings on the amounts in the Settlement Fund and the payment of all taxes that may be due on such earnings.

1.34. "Settlement Payment(s)" means the payment(s), determined as a share from the Settlement Fund, to be made to Settlement Class Members with Approved Claims according to the Plan of Allocation.

1.35. "Settlement Website" means the website to be created, launched, and maintained by the Settlement Administrator which shall allow for the electronic submission of Claim Forms and shall provide access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents. The Settlement Website shall also advise the Settlement Class of the total value of the Settlement Fund. The Settlement Website shall remain accessible until at least thirty (30) days after all Settlement Payments are made.

1.36. "Social Casino Virtual Coin Game" means a game requiring the use of virtual coins in simulated casino-style games and which awards virtual credits or virtual coins which may be used to continue playing or extend the time of playing the games only, and which does not award any cash or prize of value (which does not include the virtual coins awarded in the course of the game).

1.37. **"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. The Settlement Fund. Defendant shall pay or cause to be paid into the Settlement Trust at least twelve million dollars ($12,000,000) and not more than thirty million dollars ($30,000,000), inclusive of the Initial Payment, all Baseline Annual Payments, Contingent Net Income Payments (if any), and Liquidity Payments (if any), all of which will be used to pay for: (1) Settlement Payments, (2) Settlement Administration Expenses, (3) any incentive award for the Class Representative, and (4) the Fee and Expense Award. The Parties agree there shall be no discount for early payment.

2.2. Settlement Fund to be Paid in Installments.

(a) <u>Initial Payment.</u> Defendants shall transfer an "Initial Payment" of four million dollars ($4,000,000) to the Settlement Fund within fifteen (15) days of entry of an order by the court granting approval of the Motion for Preliminary Approval in the Action. Class Counsel shall ensure that other than for reasonable costs of settlement notice and administration (up to a maximum amount of $150,000), no portion of the Initial Payment is transferred or disbursed from the Settlement Fund prior to the Court granting Final Approval of Settlement. If this Agreement is terminated, the Initial Payment (along with any interest earned on such funds while held in the Settlement Fund) shall be returned and paid to Defendants within ten (10) business days of termination, less reasonable costs of settlement notice and administration actually incurred (up to a maximum amount of $150,000).

(b) <u>Annual Payments.</u> Defendants shall make additional payments to the Settlement Fund according to the following Annual Payments ("APs") plan: Defendants shall pay, for each twelve (12)-month period commencing the first day of the first full month following Final Approval (each, an "Installment Year"), the greater of (a) one million dollars ($1,000,000), or (b) twenty percent (20%) of Defendants' consolidated audited net income per Installment Year (up to a maximum of two million dollars ($2,000,000) per Installment Year), as set forth below:

i. Baseline Annual Payments. Defendants shall make sixteen (16) installment payments of five hundred thousand dollars ($500,000) each ("Baseline Annual Payment"). The first Baseline Annual Payment shall be due on the first day of the 6th month of the first Installment Year, and each subsequent Baseline Annual Payment shall be due precisely six (6) months apart from the prior payment due date, for a total payment period of eight (8) years (the "Payment Period").

ii. Contingent Audited Net Income Payment. Within ninety (90) days after the end of each Fiscal Year occurring during the Payment Period, Defendants shall provide Class Counsel with an audited financial statement for the Fiscal Year or such part of the Fiscal Year which occurs during the Installment Year, which shall reflect consolidated financials for H5G, H5E, and any entities owned or controlled by H5G or H5E. The audit shall be completed by an external and independent auditor. The auditor shall be selected and paid for by Defendants subject to Class Counsel's approval, and such approval will not be unreasonably withheld. The current auditor, Eisner, shall be deemed approved by Class Counsel.

A. In addition to the Baseline Annual Payment, if twenty percent (20%) of the audited net income reported in the consolidated financial statement for any Fiscal Year exceeds one million dollars ($1,000,000), Defendants shall pay the amount by which said twenty percent (20%) of the audited net income exceeds one million dollars ($1,000,000), subject to a cap of one million dollars ($1,000,000) as a "Contingent Net Income Payment". Defendants will transfer the full amount of any Contingent Net Income Payment which is due to the Settlement Fund within one hundred twenty (120) days of the end of the applicable Fiscal Year.

B. Adjustment for first and last partial Fiscal Year. Should the first and last Installment Year begin or end (as applicable) in the middle of a calendar year and it being represented that Defendants follow the calendar year as their Fiscal Year, to accommodate for partial Fiscal Years occurring during the Payment Period, (a) the thresholds for the audited net income and the cap shall be prorated in such partial years by the number of days in such partial Fiscal Year, and (b) the Contingent Net Income Payment for each such partial Fiscal Year shall be equal to the amount by which twenty percent (20%) of the audited net income for such partial Fiscal Year exceeds the prorated threshold, subject to the prorated cap.

iii. Prepayments. The Parties agree there shall be no discount for early payment.

1. Defendants may, at any time, prepay all remaining Baseline Annual Payments, together with all Contingent Net Income Payments for each remaining Fiscal Year in an amount equal to the maximum Contingent Net Income Payment for each such remaining Fiscal Year (or the applicable prorated amount for the first and last partial Fiscal Years (as applicable)). A prepayment under this clause (a "Full Prepayment") shall constitute the satisfaction in full and discharge of all obligations under the Settlement Agreement and the security interest shall be released by the Settlement Trust in accordance with Section 14 of the Security Agreement.

2. Defendants may, at any time, prepay all remaining Baseline Annual Payments, together with estimated Contingent Net Income Payments for each remaining Fiscal Year (or the estimated applicable

prorated amount for the first and last partial Fiscal Years (as applicable)). To the extent the Defendants make a prepayment under this clause (B), Defendants shall be required to pay the deficiency (if any) in such Contingent Net Income Payment for each Fiscal Year (or prorated partial Fiscal Year) to, and including, Year 8 following delivery of the audited financial statement for the applicable Installment Year (as otherwise provided for herein). For the avoidance of doubt, in no event shall any prepayment under this clause (B) constitute the satisfaction or discharge of the Defendants' obligations under the Agreement or a release of security interest granted in favor of the Settlement Trust under the Agreement, and all rights, duties, obligations and privileges of the Parties shall continue in full force and effect until all Contingent Net Income Payments have been finally determined and made (as applicable) in accordance with Section 2.2(b)(ii) above.

iv. Additional Audits. Class Counsel shall have the right to provide Defendants' audited financial statement to their own selected auditor, if desired, on a confidential basis. To the extent Class Counsel elects to do so, that additional auditor shall be paid solely from the Settlement Fund. Further, to the extent the additional auditor reasonably requests documents supporting Defendants' consolidated financial audit for a given year, Defendants agree to provide those materials (to the extent reasonably within Defendants' possession and control) directly to the independent auditor (who shall use such documents solely for the purposes of substantiating the financial audit and shall not transmit or disclose such documents or their contents to any person or entity). The additional auditor shall execute a confidentiality agreement in a form reasonably acceptable to Defendants prior to receiving any such documents.

v. Disputes. Any disputes related to the Initial Payment or the

Installment Plan during the Payment Period shall be resolved by the Mediator/Arbitrator.

(c) Liquidity Payments. In the event that, prior to the full payment of all APs (including Baseline Annual Payments and Contingent Net Income Payments), H5G, H5E or any entity directly or indirectly owned or controlled by H5G or H5E is subject to, or consummates, a sale, transfer, or other disposition, whether directly or indirectly, in a single transaction or number of related transactions, (a) of any equity interests of H5G or H5E (excluding (i) any sale, transfer, or other disposition in connection with any bona fide estate or tax planning purposes, (ii) any issuance of equity interests for bona fide capital raising purposes that does not result in a change to the management or day to day operational decisions of any Defendant (it being agreed that the following shall not be considered such a change: (A) the grant of approval rights over major company actions, and/or (B) the grant of board or manager seats that do not constitute more than half of the total number of board or manager seats) so long as no proceeds of such issuance are distributed to members of any Defendant or Grantor (as defined in the Security Agreement (other than distributions that are made solely to one or more Grantors), (iii) any purchase of equity interests in a Defendant by a Defendant or any member of the Defendant from any of its members, provided that the aggregate amount purchased in such transaction and any related transactions (or any prior transactions under this clause (iii)) does not exceed ten percent (10%) of the total outstanding equity interest in such Defendant, and (iv) the sale, transfer or other disposition of equity interests in a Defendant by any member that, as of April 14, 2026, is not involved in the management or day to day operational decisions of any Defendant to any other Person in an aggregate amount with all other sale, transfers or other dispositions under this clause (iv) not to exceed forty-nine percent (49%) of the aggregate outstanding equity interests in the Defendants) or (b) of any portion of the assets of either company outside the ordinary course of business, whether effected by merger, consolidation, sale of assets, recapitalization, reorganization, reverse merger, equity issuance, IPO, or recapitalization, then, in the case of each of clause (a) and clause (b), the Defendants shall pay to the Settlement Fund twenty percent (20%) of all net cash proceeds received by the Defendants from the transaction. Defendants shall: (i) notify the Settlement Trust no less than five (5) days prior to closing of such transaction, which such notice shall provide a summary description of the material terms of such transaction, (ii) provide Settlement Trust the associated definitive purchase (or similar) agreement within fourteen (14) days after the closing of the event (which may be redacted to remove any information that is not relevant to calculating the Liquidity Payment amount), and (iii) make the Liquidity Payment owed as a result of the transaction within sixty (60) days after the transaction closing; provided however that any Liquidity Payment that is based on proceeds that are not paid at closing (or are placed in escrow at Closing) shall not be payable until sixty (60) days after such cash proceeds are received (or released from escrow). The payment of a Liquidity Payment shall not affect or reduce Defendants' obligation to continue making Baseline Annual Payments and Contingent Net Income Payments under this Agreement, except that under no circumstance will Defendants be required to make aggregate payments to the Settlement Fund (inclusive of the Initial Payment and all APs and Liquidity Payments) exceeding thirty million dollars ($30,000,000).

i. Notwithstanding anything to the contrary contained herein, the proceeds of a Liquidity Event shall not also be used in the calculation of Contingent Net Income Payments so as to avoid double counting. Upon the occurrence of a liquidity event involving an entity directly or indirectly owned or controlled by H5G and/or H5E, the Liquidity Payment shall be calculated as twenty percent (20%) of the net cash proceeds payable to H5G, H5E and/or any entities that are wholly owned by them (whether directly or indirectly) from the proceeds of such liquidity event.

(d) Use of Funds. All Baseline Annual Payments, all Contingent Net Income Payments (if any), and Liquidity Payments (if any), shall be deposited into the Settlement Fund and used for the same purposes as described above ((1) Settlement Payments, (2) Settlement Administration expenses, (3) an incentive award for the Class Representative, and (4) the Fee and Expense Award).

(e) Security Agreement. The Parties have entered into a security agreement contemporaneously with the execution of the Agreement (the "Security Agreement"), which is attached as Exhibit G.

(f) Consent Judgment in Escrow. The Parties shall additionally execute two stipulated consent judgments jointly and severally against Defendants: (1) one in the amount of twelve million dollars ($12,000,000) (the "$12M Consent Judgment"), which is equal to the sum of the Initial Payment and all Baseline Annual Payments; and (2) one in the amount of thirty million dollars ($30,000,000) (the "$30M Consent Judgment", together with the $12M Consent Judgment, the "Consent Judgment(s)" and each attached as Exhibits H and I, respectively). Any and all Initial Payments and Baseline Annual Payments made under this Agreement shall be deemed a credit against the $12M Consent Judgment. Any and all payments made under this Agreement (including without limitation the Initial Payment, all Baseline Annual Payments, Contingent Net Income Payments, and Liquidity Payments) shall be a credit against the $30M Consent Judgment. The Consent Judgments shall be held in escrow by [the Settlement Administrator], pursuant to an escrow agreement entered into contemporaneously with the execution of the Agreement. As described in the escrow agreement, the Consent Judgments shall be released from escrow only in the following circumstances: (A) if Defendants default on a payment required by Section 2.1 or 2.2 of this Settlement Agreement and do not cure the default within the Grace Period (as defined in the Security Agreement), then the $12M Consent Judgment shall be released; and (B) if the Defendants default on a payment required by Section 2.1 or 2.2 of this Settlement Agreement and do not cure the default within the Grace Period (as defined in the Security Agreement) and, while such default is continuing, any Defendant becomes subject to a proceeding under title 11 of the United States Code as a debtor, *provided* that such proceeding was not initiated (directly or indirectly) as an involuntary proceeding by the Class, then the $30M Consent Judgment and, solely to the extent not previously released, the $12M Consent Judgment, shall be released, *provided further* that, pursuant to subclause (B), herein, the Consent Judgments shall not be additive, such that the maximum total liability shall be thirty million ($30,000,000). For the avoidance of doubt, entry of the $12M Consent Judgment shall not constitute a release or waiver of any Contingent Net Income Payment that has accrued or any Liquidity Payment that has become due. Defendants agree to: (i) immediately seek to lift any stay of enforcement of the Consent Judgment, including any stay imposed by statute or by title 11 of the United States Code; (ii) assist or support the Plaintiff and Class Counsel to seek to lift any stay, including any stay imposed by statute or by title 11 of the United States Code, in order to effectuate the entry of the Consent Judgments.

2.3. Filing and Payment of Claims by Class Members

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

(b) Each Settlement Class Member's Settlement Payment(s) will be determined according to the Plan of Allocation attached as Exhibit F.

(c) Within sixty (60) days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall make initial Settlement Payments from the Settlement Trust based on the Initial Payment from Defendants to all Settlement Class Members with Approved Claims, by electronic payment or check.

(d) Upon additional payments into the Settlement Trust by Defendants as a result of Baseline Annual Payments, Contingent Net Income Payments, and/or Liquidity

Payments after the first round of Settlement Payments described above, the Settlement Administrator shall send supplemental Settlement Payments within twenty-eight (28) days of the end of an Installment Year, or more frequently as determined by the Settlement Administrator in its discretion based on the funds available in the Settlement Trust.

(e) However, the Settlement Administrator shall not be required to send Supplemental Settlement Payments of less than ten dollars ($10.00) other than in the initial round of Settlement Payments. Should a Settlement Class Member's Supplemental Settlement Payment be less than ten dollars ($10.00) at the time of a Supplemental Settlement Payment, that amount shall remain in the Settlement Trust and shall be apportioned to participating Settlement Class Members in a subsequent distribution(s) of Supplemental Settlement Payments, if practicable, subject to the provisions set forth above and in the Plan of Allocation.

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

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

(h) To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance or an electronic deposit is unable to be processed within ninety (90) days after the first attempt, such funds shall remain in the Settlement Fund and shall be apportioned to participating Settlement Class Members in a subsequent distribution(s), if practicable, subject to the provisions set forth above and in the Plan of Allocation.

(i) To the extent that any funds remain in the Settlement Fund after an additional ninety (90) days following the end of the final day of the Payment Period, and any Supplemental Settlement Payment distribution(s) is impracticable or would violate the provisions set forth above, such funds shall revert to the Legal Foundation of Washington, as approved by the Court.

(j) No amount paid by Defendants into the Settlement Trust shall revert to Defendants unless the Settlement is terminated in accordance with Section 7.

2.4. Prospective Measures. Defendants shall take the following steps in connection with the Applications solely in Washington within thirty (30) days of the Effective Date:

(a) H5E shall continue to maintain a voluntary self-exclusion policy and a section on the Applications that is reasonably available from within the Applications that encourages responsible gameplay. H5E shall publish on the Applications a method allowing players to restrict or prohibit their ability to purchase virtual coins in the Application; suspend their App account; or close their Application account entirely. H5E shall use commercially reasonable efforts to implement and enforce those player elections through use of the Player ID(s) and such other device or account-related identifiers that are commercially and technically feasible. After H5E has responded in full to a player request, H5E shall not remove these restrictions for at least the period identified in the self-exclusion policy at the time of the request.

(b) H5E will continue to maintain changes to the game mechanics for the Applications to ensure that players who run out of sufficient virtual coins in Social Casino Virtual Coin Games are able to continue to play games on the Applications without needing to purchase additional virtual coins or wait until they would have otherwise received free additional virtual coins in the ordinary course. Specifically, players who run out of coins will be able to continue to play at least one social casino game within the Application they are playing. For the sake of clarity, the requirements of this subparagraph (ii) shall apply solely to Social Casino Virtual Coin Games and shall not apply to any sweepstakes games or other games played with virtual coins offered or to be offered on the Applications which are not the Social Casino Virtual Coin Games at issue in the Action.

(c) H5E retains authority and discretion on how to specifically implement the measures described in (a)-(b) above, but agrees to consider in good faith suggestions by Class Counsel on these issues, as well as any suggestions for further changes to the game modifications described in (b).

(d) Notwithstanding the above, the settlement will not require that Defendants state or imply that they engaged in or are engaged in gambling activities, and H5E will not be required to implement any game modifications or enhancements on the Applications that either directly or indirectly imply that Defendants admit that the Class's legal claims have merit.

3. RELEASES

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

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

3.3. Plaintiffs and all other Settlement Class Members further stipulate that, with the changes delineated in Section 2.4, virtual coins in the Applications are gameplay enhancements, not "things of value" as defined by RCW 9.46.0285.

(a) As long as those prospective measures remain implemented in the Applications as required, Settlement Class members are estopped from contending that virtual coins in the Applications are "things of value" under current Washington law or that aspects of the Applications at issue in this case render the Applications deceptive or unfair or otherwise actionable under Washington law.

4. NOTICE TO CLASS

4.1. Plaintiff will be responsible for obtaining from the Platform Providers updated contact information and for each Player ID with a Lifetime Spending Amount greater than zero the total spend amounts (*from April 9, 2014 through and including September 30, 2022*) for each Settlement Class Member. Defendants will not oppose Plaintiff's efforts and will reasonably cooperate with Plaintiff's efforts. The Parties acknowledge this process may require that Plaintiff serve subpoenas upon the Platform Providers.

(a) The parties agree further that the Settlement Administrator shall be instructed that best efforts should be made to provide notice to all users whose purchases were reflected in the evidence submitted at trial in the lawsuit upon which the verdict and judgment were entered.

(b) Additionally, Defendants agree, promptly upon Preliminary Approval, to provide updated contact information and for each Player ID with a Lifetime Spending Amount greater than zero, the total spend amounts (*from April 9, 2014 through and including September 30, 2022*) for each Settlement Class Member, including names, email addresses, and mailing addresses to the extent reasonably within Defendants' possession and control.

4.2. **Class List**. To effectuate the Notice Plan:

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

(b) The Settlement Administrator will use the information obtained through this Section 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.

(c) Settlement Administrator shall use its best efforts to ensure notice is provided to all users whose purchases were reflected in the evidence submitted at trial in the lawsuit upon which the verdict and judgment were entered.

4.3. 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 C, 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 (ii) send Notice substantially in the form attached as Exhibit D via First Class U.S. Mail provided an associated U.S. Mail address is contained in the Class List. The Settlement Administrator shall also send Notice substantially in the form attached as Exhibit D via First Class U.S. Mail to all Settlement Class Members with a Lifetime Spending Amount greater than $100.00 provided an associated U.S. Mail address is contained in the Class List.

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

(c) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email 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. The reminder emails shall be substantially in the form of Exhibit C, with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice.

(d) *Settlement Website*. Within seven (7) days after Preliminary Approval, Notice shall be provided on a website www.high5lawsuit.com, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit E hereto. The Settlement Website shall also advise the Settlement Class of the total value of the Settlement Fund.

(e) *Digital Publication Notice*. The Settlement Administrator will supplement the direct notice program with a digital publication notice program that will deliver more than ten million (10,000,000) impressions to likely Settlement Class Members. The digital publication notice campaign will be targeted, to the extent reasonably possible, to the state of Washington, 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 final approval of Defendant, 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 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.

4.4. Content of Notice. 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 (a) 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. A Class Member represented by counsel *must* timely file any objection through the Court's CM/ECF system.

4.5. 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 Defendant's 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.

4.6. 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, "*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, (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/We 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. 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 "mass" or "class" opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must mail an individual, separately signed 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 electronic payments unprocessed, and the amount distributed to any *cy pres* recipient. Without limiting the foregoing, the Settlement Administrator shall:

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

(b) Provide Class Counsel and Defendant's Counsel with drafts of all general class-facing administration related documents, including but not limited to follow-up class notices, telephone scripts, and initial postings of information on the Settlement Website, at least five (5) business days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a document-by-document basis.

(c) Provide at-least-weekly reports to Class Counsel and Defendants' Counsel regarding the number of Claim Forms received, the amount of the Settlement Payments associated with those Claim Forms, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator. Defendants shall have the right to review information and receive updates from the Settlement Administrator, only while claims administration and payments to Settlement Class Members are ongoing; and

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

5.2. The Settlement Administrator shall distribute Settlement Payments according to the provisions enumerated in this Agreement.

5.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and 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 this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) days after the Claims Deadline. In the event the Settlement Administrator receives such information more than twenty-eight (28) days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.4. Class Counsel and Defendants' Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of any particular Claim Form *or* the amount proposed to be paid on account of any particular Settlement Class Member's claim. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendants' Counsel as to the validity of any disputed claim. Where Class Counsel and Defendants' Counsel disagree, the dispute shall be submitted and determined by the Settlement Administrator. The Settlement Administrator shall also 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 implement the distribution of the reserve funds to Class Members with Approved Claims.

5.5. To the extent that there are any unresolved disagreements that arise solely in administration of the Settlement Agreement, the Parties agree to seek the aid of the Mediator/Arbitrator Robert A. Meyer of JAMS to resolve such disputes.

5.6. All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Trust or Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns prepared for the Settlement Fund or Settlement Trust (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund or Settlement Trust shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expense.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

6.1. Promptly after execution of this Agreement, Class Counsel shall move the Court to enter an order preliminarily approving the Settlement, 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 Plaintiff Larsen as the Class Representative of the Settlement Class for settlement purposes only;

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

(c) Confirm certification of the modified Settlement Class under Fed. R. Civ. P. 23 for settlement purposes only;

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

(e) Approve creation of the High 5 Social Casino Settlement Trust and execution of the security agreement;

(f) Approve the Appointment of the Settlement Administrator and order the notice administrator Kroll, LLC to transfer the URL to the Settlement Website to the Settlement Administrator within seven (7) days;

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

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

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

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

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions;

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

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

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

(f) incorporate the Releases set forth above and forever discharge the Released Parties from the Released Claims as set forth herein; and

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

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

6.4. Defendants shall be given an opportunity to review and provide comments to Class Counsel's preliminary and final approval briefs, and Class Counsel shall consider in good faith all such comments.

7. TERMINATION

7.1. Each Party additionally shall have the right, but not the obligation, to terminate the Settlement Agreement if more than five percent (5%) of the members of the Settlement Class exclude themselves from the settlement. Notification of intent to terminate the Settlement Agreement based on the number of excluded Class Members (a "Section 7.1 Termination Notice") must be provided in writing within ten (10) days of the *earlier* of: (1) the date the Parties agree in good faith that they have received a final tabulation from the Settlement Administrator of the claims, objections, and requests for exclusion timely received by the Claims Deadline and the Objection/Exclusion Deadline, or (2) the date the Parties receive sufficient evidence from the Settlement Administrator to establish beyond a reasonable doubt that the threshold for a Section 7.1 Termination Notice has been or will be met. For example, if the Settlement Administrator – after the Objection/Exclusion Deadline – notifies the Parties that there were no objections and just a single opt-out, that evidence would be sufficient to establish beyond a reasonable doubt that no threshold for a Section 7.1 Termination Notice has been or will be met. If this Settlement Agreement is terminated (whether pursuant to this Section 7.1 or otherwise), then this Settlement Agreement and all other agreements and instruments executed in connection herewith (including without limitation the Security Agreement) will be deemed null and void *ab initio* and the agreement to stay collection shall immediately terminate.

7.2. The Defendants or the Class Representative on behalf of the Settlement Class shall additionally have the right to terminate this Agreement by providing a written termination notice to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement; (ii) the Court's refusal to enter the Final Judgment in the Action; (iii) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (iv) the date upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

7.3. In the event of termination pursuant to this Section 7, Class Counsel shall cause the prompt return of all monies paid into the Settlement Fund in full to Defendant, including any interest accrued while in the Settlement Trust, less any Settlement Administration amounts reasonably incurred up until the date of termination (up to a maximum amount of $150,000).

8. INCENTIVE AWARDS, CLASS COUNSEL'S ATTORNEYS' FEES, AND REIMBURSEMENT OF EXPENSES

8.1. The Fee and Expense Award. The amount of the Fee and Expense Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees to no more than thirty-five percent (35%) of the Settlement Fund, plus unreimbursed costs and expenses. Defendants may challenge the amounts requested. Payment of the Fee and Expense Award shall be made from the Settlement Fund. Should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Class Members as Settlement Payments. Class Counsel shall be paid the Fee and Expense Award in installments proportionate to Defendants' payments to the Settlement Fund, as described above. After the Effective Date, each such installment payment of the Fee and Expense Award shall be made by the Settlement Administrator from the Settlement Fund within ten (10) business days after each of Defendants payments to the Settlement Trust via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

8.2. Incentive Awards. Class Counsel intend to file a motion for Court approval of an incentive award to the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received for these limitations, Rick Larsen will seek an incentive award of no more than fifteen thousand dollars ($15,000). Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Any award shall be paid by the Settlement Administrator from the Settlement Trust (in the form of a check to the Class Representative that are sent care of Class Counsel) within five (5) 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 five (5) business days after the Effective Date. Defendant reserves its right to challenge any incentive award petition.

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

9.1. 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

(d) 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 and that has the approval of the Parties ("Alternative Judgment"), such Alternative Judgment becomes final and unappealable.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then, solely to the extent provided in Section 7.2, this Settlement Agreement may be canceled by the sending of a termination notice. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or incentive award to the Class Representative set forth in Section 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, and unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement, the Parties shall be restored to their respective positions as of the date of the signing of the Term Sheet. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Settlement Agreement and the Term Sheet had never been entered into.

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 Class Counsel's filing of a motion for Preliminary Approval. During such period, neither the Term Sheet nor any of this Agreement's terms may be disclosed or provided to any third party; provided however that Defendants may disclose the terms of this Settlement Agreement to its members, counsel, accountants, auditors and regulatory bodies and Class Counsel may advise the Court that the case settled on a class-wide basis. Further, any and all confidential information of the Defendants, including without limitation all financial information (including any financial statements), operational information and information about actual or potential Liquidity Events, and non-public information submitted by Defendants to Plaintiff in accordance with the settlement mediation, the Term Sheet or the Settlement Agreement shall be treated as strictly confidential under the terms of the protective order in the Action and unless necessary to enforce rights under this Agreement.

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

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

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

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

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

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

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

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

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

(f) The parties further acknowledge that this settlement does not reflect any waiver of any defense or position as to the laws or procedures of Washington or any other state as to persons not covered by the Settlement Agreement

11.6. The Parties acknowledge that the Court has previously granted Plaintiff's Motion for Class Certification, but that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that the Court's order granting class certification was appropriate, nor that the Settlement Class should be certified, nor would Defendants be precluded from challenging the Court's order granting class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante with the prior order granting class certification governing, and no doctrine of waiver, estoppel or preclusion will be asserted in any further litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendants in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any further litigated certification proceedings, whether in the Action or any other judicial proceeding.

11.7. No Released Party shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the other Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

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

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

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

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

11.12. Force Majeure. Neither Party shall be liable for any delay or failure in the performance of their obligations under this Settlement Agreement (excluding payment of the Initial Payment and the Baseline Annual Payments) arising from any cause beyond their reasonable control, including but not limited to acts of God, acts of government, acts of terror, civil disturbances, strikes, fires, floods, or other natural disasters. In such event, the affected Party shall notify the other Party in writing as soon as reasonably practicable, and the time for performance of the affected obligation shall be extended by a period equal to the duration of the delay caused by such event.

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

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

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

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

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

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

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

11.20. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel. For Plaintiffs: Brandt Silverkorn, Edelson PC, 150 California Street, 18th Floor, San Francisco, California 94111 and Cecily C. Jordan, Tousley Brain Stephens, PLLC, 1200 5th Avenue, Suite 1700, Seattle, Washington 98101. For Defendants: William M. Gantz, Duane Morris LLP, 100 High Street, Suite 2400, Boston, MA 02110.

11.21. The Parties agree that, unless noted otherwise herein, all disputes related to this Settlement Agreement shall be resolved by the Mediator/Arbitrator for mediation, or if mediation fails, binding arbitration according to procedures set by the Mediator/Arbitrator. Notwithstanding the foregoing, this provision shall not modify any remedies for an event of default as specified under the Settlement Agreement and Security Agreement.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IT IS SO AGREED TO BY THE PARTIES:

Rick Larsen

Date: 07/31/2026 By: (signature) Rick Larsen

Name: (printed) Rick Larsen

HIGH 5 GAMES, LLC, a Delaware limited liability company

Date:__________________ By: (signature) ____________________

Its: ______________________________

Name: (printed) ____________________

HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company

Date:__________________ By: (signature) ____________________

Its: ______________________________

Name: (printed) ____________________

IT IS SO STIPULATED BY COUNSEL:

Edelson PC

Date:__________________ By: (signature) ____________________

Name: (printed) ____________________

Attorneys for Class Representative and the Settlement Class

IT IS SO AGREED TO BY THE PARTIES:

Rick Larsen

Date:________________

By: (signature) ________________

Name: (printed) ________________

HIGH 5 GAMES, LLC, a Delaware limited liability company

Date: 8/1/26

By: (signature)

Its: CEO

Name: (printed) ANTHONY SINGER

HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company

Date: 8/1/26

By: (signature)

Its: CEO

Name: (printed) ANTHONY SINGER

IT IS SO STIPULATED BY COUNSEL:

Edelson PC

Date: July 31, 2026

By: (signature)

Name: (printed) Brandt Silverkorn

Attorneys for Class Representative and the Settlement Class

Tousley Brain Stephens PLLC

Date: 7/31/2026

By: (signature) Cecily Jordan

Name: (printed) Cecily Jordan

Attorneys for Class Representative and the Settlement Class

Holland & Hart LLP

Date: 7 31 26

By: (signature)

Name: (printed) Craig Stewart

Attorneys for Defendants

Duane Morris LLP

Date: 8/3/26

By: (signature)

Name: (printed) William M. Gantz

Attorneys for Defendants

EXHIBIT A

HIGH 5 GAMES 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. Provide all information available to you in order to support the acceptance of your Claim. If your Claim Form is accepted by the Administrator, you will receive a share of the Settlement Fund. This process takes time, please be patient. If you have any questions, visit: www.high5lawsuit.com.

Instructions. Fill out each section of this form and sign where indicated.

First Name		**Last Name**
Street Address		
City	**State**	**ZIP Code**
Email Address		**Phone Number**

Check the box for each High 5 Application(s) you played:

☐ High 5 Casino ☐ High 5 Vegas

Please list the High 5 Player ID(s) associated with each High 5 Application account. (Your High 5 Player ID can be found in the Application's settings.
Please list your Platform ID, which is your account identifier on the Facebook, Apple, Amazon, or Google platform you used to access the High 5 Application.

Application (High 5 Casino or High 5 Vegas)	**High 5 Player ID(s)** (if known)	**Platform ID(s) and associated Platform (e.g., Facebook, Apple, Amazon, Google)**
High 5 Casino		
High 5 Vegas		

Please list all email addresses associated with the above High 5 Application account(s):

____

Please list all email addresses associated with Amazon, Facebook, Apple, Google from which in-Application purchases of virtual coins were made:

____

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), Platform 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.

☐Check	☐Zelle®	☐Venmo	☐ACH Direct Deposit
Mailing Address:	**Email Address <u>OR</u> Phone Number:**	**Email Address <u>OR</u> Phone Number:**	**Name of Bank or Credit Union:** ☐**Checking Account** ☐**Savings Account** **Routing Number:** **Account Number:**

EXHIBIT B

HIGH 5 SOCIAL CASINO SETTLEMENT TRUST TERM SHEET

This **High 5 Social Casino Settlement Trust Term Sheet** (the **"Trust Term Sheet"**) summarizes selected terms of the **High 5 Social Casino Settlement Trust** (the **"Trust"**) established in connection with the Larsen-High 5 Class Action Settlement Agreement and the High 5 Social Casino Settlement Trust Agreement (the **"Trust Agreement"**).

Capitalized terms used but not otherwise defined in this Trust Term Sheet have the meanings assigned in the Trust Agreement or the High 5 Settlement Agreement, as applicable (together, the "**Governing Documents**").

This Trust Term Sheet does not include a description of all the terms, conditions, and other provisions that are to be contained in the definitive documents implementing the Trust. This Trust Term Sheet is a draft that remains subject to change.

TRUST TERM SHEET

Purposes	The Trust's purposes include: • receiving the Initial Payment, Baseline Annual Payments, Contingent Net Income Payments (if any), and Liquidity Payments (if any); • holding and enforcing the Security Interest, DACAs, cash-collateral rights, required reporting rights, and Stipulated Consent Judgment; • holding, managing, protecting, investing, and distributing Trust Assets for the benefit of Beneficiaries in accordance with the Trust Agreement and the Governing Documents; • receive and review Defendants' audited financial statements and such other financial reporting as required by the High 5 Settlement Agreement; and • qualifying at all times as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code, 26 U.S.C., and the Treasury Regulations promulgated thereunder.
Delaware Statutory Trust	The Trust will be a Delaware statutory trust under Chapter 38 of title 12 of the Delaware Code.
Defendants / Transferors	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").**
Trustees	There shall be one Trustee (the **"Trustee"**) and one "Delaware Trustee." The initial Trustee will be Jennifer Keough of JND Legal Administration. The initial Delaware Trustee will be Wilmington Trust, National Association.

Trust Advisory Committee	There shall be a three-member Trust Advisory Committee (**"TAC"**). The initial TAC Members will be Cecily Jordan, Todd Logan, and Brandt Silverkorn. The TAC shall have specific consultation and consent rights as set forth in the Trust Agreement.
Beneficiaries	The **"Beneficiaries"** are the Settlement Class Members.
Trust Assets	The Trust will receive the Settlement Consideration, including the Initial Payment, Baseline Annual Payments, Contingent Net Income Payments (if any), and Liquidity Payments (if any), the Security Interest, DACAs, cash-collateral rights, required reporting rights, and Stipulated Consent Judgments. Trust Assets also include related income, gain, and proceeds.
Distributions to Beneficiaries	The Trustee shall direct distributions of Trust Assets to the Beneficiaries in accordance with the Trust Agreement and the Governing Documents. Trust Counsel and Defendants' Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of any particular Claim Form *or* the amount proposed to be paid on account of any particular Settlement Class Member's claim. The Settlement Administrator shall follow any joint decisions of Trust Counsel and Defendants' Counsel as to the validity of any disputed claim. Where Trust Counsel and Defendants' Counsel disagree, the dispute shall be submitted and determined by the Settlement Administrator.
Claims Administration	The Trust shall engage one or more Settlement Administrators with TAC consent and Court approval. The initial Settlement Administrator shall be JND Legal Administration.
Trust Counsel	Trust Counsel shall be Edelson PC and Tousley Brain Stephens PLLC. The Trustee shall retain Trust Counsel for all Trust legal matters unless otherwise ordered by the Court.
Tax Matters	The Trust is intended to qualify as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code, 26 U.S.C., and the Treasury Regulations promulgated thereunder.
Standard of Care; Indemnification	None of the Trustee, the Delaware Trustee, the TAC, or their respective members, officers, employees, agents, consultants, lawyers, advisors, or professionals shall be liable for any damages arising out of the creation, operation, administration, enforcement, or termination of the Trust, and each of the foregoing persons shall be indemnified to the fullest extent permitted by law by the Trust against all liabilities relating to any such damages, except in the case of such person's willful misconduct, bad faith, or fraud as finally determined by a court of competent jurisdiction.
Modifications	Any material modifications to the Trust Agreement may be made only with the written consent of the parties thereto and only to the extent that such modification does not change the purposes of the Trust or modify the regime for distributions to Beneficiaries unless approved by the Court.

Compensation and Reimbursement of Trustee	The Trust will compensate the Trustee for her services and reimburse the Trustee for all reasonable out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of her duties pursuant to the Trust Agreement.
Irrevocability	The Trust shall be irrevocable to the fullest extent permitted by applicable law. Defendants shall retain no ownership or residual interest in Trust Assets and no management or administration rights.
Term; Termination	• The Trust will dissolve no later than ninety (90) days after Court-approved dissolution once assets are collected, distributions made, reserves established, and a final accounting filed and approved, or • as required by any applicable rule against perpetuities.
Transferability	Trust Beneficiaries' interests in the Trust may not be transferred or assigned, except by operation of law.
Jurisdiction	The United States District Court for the Western District of Washington (the "**Court**") shall have continuing jurisdiction over the Trust, *provided however*, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Trust.
Governing Law	Delaware.

EXHIBIT C

FROM: **[PLACEHOLDER]**
TO: **[CLASS MEMBER EMAIL]**
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT INVOLVING HIGH 5 SOCIAL CASINO APPLICATIONS

If you purchased virtual coins in the High 5 Casino or High 5 Vegas applications while in Washington, 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 PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC (collectively, "Defendants"). Plaintiff alleges that in-app purchases of virtual coins in Defendants' social casino applications, High 5 Casino and High 5 Vegas, violated Washington law. Defendants deny all claims and that they violated any law.

Am I a Settlement Class Member?

Our records indicate that you may be a Settlement Class Member. Settlement Class Members are all individuals who, in Washington, played or purchased virtual coins on either High 5 Casino or High 5 Vegas after April 9, 2014 and before October 1, 2022 (the "Class Period"), 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. More information is available at www.high5lawsuit.com.

What does the Settlement Provide?

Defendants have agreed to pay at least twelve million dollars ($12,000,000) and up to thirty million dollars ($30,000,000) into a Settlement Fund over a multi-year payment period. The Settlement Fund will be used to pay valid claims submitted by Settlement Class Members who purchased virtual coins, attorneys' fees and costs awarded by the Court, settlement administration expenses, and any incentive award to the Class Representative approved by the Court. Defendants have also agreed to maintain changes to the High 5 Casino and High 5 Vegas Applications, including measures that allow players to restrict or prohibit their ability to purchase virtual coins, suspend or close their accounts, and continue gameplay without needing to purchase additional virtual coins.

What can I get?

If approved by the Court, the Settlement provides for payments to Settlement Class Members who submit valid claims. Class Members in similar settlements have recovered substantial portions of the total amount they spent in the Applications. Your share will depend on, among other things, (1) the total dollar amount of in-app purchases you made during the Class Period in High 5 Casino or High 5 Vegas; (2) how many Settlement Class Members submit valid claims; and (3) the total amount Defendants pay into the Settlement Fund over the multi-year payment period, which will depend on the amount, if any, of Defendants' contingent payments based on their net income each year and the amount, if any, paid in the event of a liquidity event for Defendants during the multi-year payment period. Payments to participating Class Members may be made by electronic payment or check and may be distributed in more than one round over a multi-year payment period. You can find more information at www.high5lawsuit.com.

How do I get a payment?

You must submit a timely and properly completed Claim Form **no later than [claims deadline]**. You may download or submit a claim form to receive a payment at www.high5lawsuit.com. You can select to receive your payment by electronic payment or a check. Your payment may come in more than one round over time.

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 www.high5lawsuit.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?

Lawyers from Edelson PC and Tousley Brain Stephens PLLC 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. Rick Larsen is the Plaintiff and "Class Representative" in this case.

When will the court consider the proposed settlement?

The Court will hold the Final Approval Hearing at _____ on [date] in Courtroom C at the United States District Court, 1717 Pacific Ave, Tacoma, WA 98402. 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 35% of the Settlement Fund; and decide whether to approve an incentive award to the Class Representative of up to $15,000 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 www.high5lawsuit.com, contact the High 5 Settlement Administrator at 1-___-___-____, 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

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you purchased virtual coins in the High 5 Casino or High 5 Vegas applications while in Washington or associated with Washington IP addresses, you may be able to receive a payment from a class action settlement.

[insert QR code for claim form]

XXX

Larsen v. High 5 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 PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC (collectively, "Defendants"), alleging claims under Washington state law based on in-app purchases of virtual coins in Defendants' social casino applications, High 5 Casino and High 5 Vegas. Defendants deny all claims.

Am I a Settlement Class Member? Our records indicate that you may be a Settlement Class Member, which includes individuals in Washington who played or purchased virtual coins on either High 5 Casino or High 5 Vegas after April 9, 2014 and before October 1, 2022. More information is available at www.high5lawsuit.com.

What Can I Get? If approved by the Court, Defendants have agreed to pay at least $12,000,000 and up to $30,000,000 into a Settlement Fund over a multi-year payment period. The Settlement Fund will be used to pay valid claims submitted by Settlement Class Members who purchased virtual coins, attorneys' fees and costs awarded by the Court, settlement administration expenses, and any incentive award to the Class Representative. Defendants have also agreed to implement changes to High 5 Casino and High 5 Vegas, including self-exclusion tools and measures allowing continued gameplay without additional purchases.

How Do I Get a Payment? You must submit a timely and properly completed Claim Form by scanning the QR code or visiting www.high5lawsuit.com **no later than [claims deadline]**. Your share will depend on, among other things, your in-app purchases and the number of valid claims. You can select to receive your payment by electronic payment or a check and may be distributed in more than one round over a multi-year period.

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.high5lawsuit.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? Lawyers from Edelson PC and Tousley Brain Stephens PLLC represent the class. These attorneys are called "Class Counsel." You will not be charged for these lawyers. Plaintiff Rick Larsen is a Settlement Class Member and the "Class Representative." You can pay for your own lawyer.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ on [date] in Courtroom C at the United States District Court, 1717 Pacific Ave, Tacoma, WA 98402. 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 35% of the Settlement Fund; and decide whether to approve an incentive award to the Class Representative of up to $15,000 from the Settlement Fund. The Court may award less than these amounts.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.high5lawsuit.com, contact the High 5 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 E

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

If you purchased virtual coins in the High 5 Casino or High 5 Vegas social casino applications while in Washington, 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 PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC (collectively, "Defendants"). Plaintiff alleges that in-app purchases of virtual coins in Defendants' social casino applications, High 5 Casino and High 5 Vegas, violated Washington law. Defendants deny all claims and that they violated any law but have agreed to the settlement to avoid the costs and risks of continued litigation.
- You are a Settlement Class Member if you are an individual who played or purchased virtual coins on either High 5 Casino or High 5 Vegas in Washington or associated with purchases in Washington as reasonably determined by billing address information, IP address information, or other information furnished by Platform Providers after April 9, 2014 and before October 1, 2022 (the "Class Period") and you do not timely exclude yourself.
- Those who purchased virtual coins and file timely and properly completed Claim Forms by the [**claims deadline**] will be eligible to receive a share of the Settlement Fund. You can choose to receive payment electronically or by check. Your share will depend on, among other things, (1) the total dollar amount of in-app purchases you made during the Class Period in High 5 Casino or High 5 Vegas; (2) how many Settlement Class Members submit valid claims; and (3) the total amount Defendants pay into the Settlement Fund over the multi-year payment period, which will depend on the amount , if any, of Defendants' contingent payments based on their net income and the amount, if any, paid in the event of a liquidity event for Defendants during the multi-year payment period. Payments may be made by electronic payment or check and may be distributed in more than one round.
- 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	
SUBMIT A CLAIM FORM	You must submit a valid claim form by [**claims deadline**] either online or by mail. This is the only way to receive a payment.
EXCLUDE YOURSELF	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.
OBJECT OR COMMENT	Write to the Court explaining your opinion of the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	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. If you purchased virtual coins, 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 Tiffany M. Cartwright of the United States District Court for the Western District of Washington is overseeing this class action. The lawsuit is known as *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.). The individual who sued, Rick Larsen, is the "Plaintiff." The companies that were sued are PTT, LLC (d/b/a High 5 Games, LLC) and High 5 Entertainment, LLC (collectively, "Defendants" or "High 5").

2. What is a class action?

A class action is a lawsuit in which an individual called the "Class Representative" 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 class action Settlement finally approved by the Court, it 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 alleges that Defendants violated Washington State's gambling laws and Consumer Protection Act through the operation of their social casino applications, High 5 Casino and High 5 Vegas, and the sale of virtual coins on those apps. These laws allow recovery of money lost on gambling games. Defendants deny all claims and that they violated any law.

4. Why is there a settlement?

Following a jury trial in which the jury returned a verdict in Plaintiff's favor, the Parties agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation about the verdict, possible appeals, and Settlement Class Members will get compensation sooner.

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.

THE SETTLEMENT BENEFITS

5. What does the settlement provide?

If approved by the Court, Defendants have agreed to pay at least twelve million dollars ($12,000,000) and up to thirty million dollars ($30,000,000) into a Settlement Fund over a multi-year payment period. Because of their financial situation, Defendants will make an initial payment of four million dollars ($4,000,000), and additional annual payments of at least one million dollars ($1,000,000) for up to eight years. In addition, Defendants may be required to make additional contingent payments over the settlement payment period based on Defendants' net annual income or in the event of a liquidity event as provided in the Settlement Agreement.

The Settlement Fund will be used to pay valid claims submitted by Settlement Class Members who purchased virtual coins, attorneys' fees and costs awarded by the Court, settlement administration expenses, and any incentive award to the Class Representative approved by the Court.

Defendants have also agreed to maintain changes to High 5 Casino and High 5 Vegas, including maintaining a voluntary self-exclusion policy, providing a method for players to restrict or prohibit their ability to purchase virtual coins, suspend their account, or close their account entirely, and ensuring that players who run out of virtual coins can continue to play at least one game without purchasing more.

6. How much will my payment be?

If you are a Settlement Class Member who purchased virtual coins during the Class Period, you may submit a Claim Form to receive a portion of the Settlement Fund. The exact amount of your payment cannot be determined at this time, but in other similar social casino litigation, Class Members have recovered substantial portions of the total amount they spent in the Applications. Your payment will depend on, among other things, (1) the total dollar amount of in-app purchases you made during the Class Period in High 5 Casino or High 5 Vegas, (2) how many Settlement Class Members submit valid claims; and (3) the total amount Defendants pay into the Settlement Fund over the multi-year payment period, which will depend on the amount, if any, of Defendants' contingent payments based on their net income each year and the amount, if any, paid due to a liquidity event for Defendants during the multi-year payment period. Payments may be made by electronic payment or check and may be distributed in more than one round over a multi-year payment period. If your share of the available Settlement Fund is less than ten dollars ($10.00) at the time of a particular distribution, your share will be held and added to any future distributions until the cumulative amount payable to you equals or exceeds ten dollars ($10.00). If you would like more information about how Settlement Payments are determined, visit www.high5lawsuit.com.

7. When will I get my payment?

You may receive an initial check or electronic payment from the Settlement Administrator 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.] Because the Settlement Fund is paid in installments over a multi-year period, payments may be distributed in more than one round after the initial payment over a multi-year payment period. 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 uncashed checks or electronic payments that cannot be processed, may be used for subsequent distribution to Settlement Class Members and/or may be donated to the Legal Foundation of Washington.

WHO'S INCLUDED IN THE SETTLEMENT

8. 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 in Washington who played or purchased virtual coins on either High 5 Casino or High 5 Vegas 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. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) 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 or of the initial class certification order in the case 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.

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. The Claim Form lets you select to receive your payment electronically or by 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 are described in the Settlement Agreement in Section 1.26. You will be "releasing" Defendants and certain related parties (collectively, the "Released Parties"), described in Section 1.27 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. Settlement Class Members are estopped from contending that virtual coins in the Applications are "things of value" under Washington law. 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?

Lawyers at the firms Edelson PC and Tousley Brain Stephens PLLC represent the Settlement Class. Those lawyers—Todd Logan, Brandt Silverkorn, Amy B. Hausmann of Edelson PC and Cecily C. Jordan of Tousley Brain Stephens PLLC—are called "Class Counsel." They are experienced in handling similar class action cases. More information about these lawyers, their law firms, and their experience is available at www.edelson.com and https://www.tousley.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.

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 35% of the Settlement Fund, plus unreimbursed costs and expenses. The Court may award less than this amount.

Subject to approval by the Court, Plaintiff Rick Larsen may be paid an "Incentive Award" from the Settlement Fund for helping to bring and settle this case. Plaintiff Larsen will not ask for more than $15,000 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 <u>you want to be excluded</u> from the "*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.)" settlement. Your letter or request for exclusion must include your (i) name; (ii) Player ID and email addresses associated with the Applications; (iii) current contact telephone number, U.S. Mail address, and email address. The request must 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, contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class," and include your physical signature. You must email or mail your exclusion request no later than [**EXCLUSION DEADLINE]**, to:

High 5 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 "*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.)" 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
1717 Pacific Avenue
Tacoma, WA 98402-3200

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) 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 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 Courtroom C at the United States District Court, 1717 Pacific Ave, Tacoma, WA 98402. 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 award to the Class Representative. 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 award to the Class Representative.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.high5lawsuit.com or call 1-800-000-0000 to confirm the hearing date.

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 *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.)." 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 www.high5lawsuit.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, *Tacoma 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 F

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, and Settlement Administration Expenses.

1. Base Payment Amounts.

Base Payment Amounts will be used to distribute the Initial Payment and calculated by applying an escalating marginal recovery formula to the Settlement Class Member's Lifetime Spending Amount through and including September 30, 2022, 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 used to distribute any Supplemental Audited Payments or payments due to a Liquidity Event, and will depend on Settlement Class Member participation rate in the Settlement. After the close of the claims period, the sum of all unclaimed Base Payment Amounts together with any Supplemental Audited Payments made by Defendants (i.e., amounts paid above the $1,000,000 annual Installment Payments) and Liquidity Payments (i.e., 20% of net proceeds from a potential transaction or liquidity event over the payment period), will be considered the Supplemental Payment Fund. The Supplemental Payment Fund will be distributed to and apportioned among the Settlement Class in a manner to be decided exclusively by Class Counsel and subject to the Court's approval. Class Counsel will consider in good faith any suggestions made by Defendants regarding this process.

Regardless of Settlement Class Member participation rates, the sum of Base Payment Amounts and Supplemental Payments Amounts will equal the Settlement Fund.

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, Incentive Awards, and Settlement Administration Expenses.

EXHIBIT G

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of ________________, 2026 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Security Agreement**"), made by and among High 5 GAMES, LLC, a Delaware limited liability company ("**H5G**"), HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company ("**H5E**"), each other Person from time to time party hereto as a Grantor (together with H5G and H5E, each a "**Grantor**" and collectively, the "**Grantors**"), in favor of the High 5 Social Casino Settlement Trust (the "**Secured Party**").

WHEREAS, on the date hereof, the Grantors and the Secured Party have entered into that certain Class Action Settlement Agreement (the "**Settlement Agreement**"), pursuant to which the Grantors and Plaintiff (as defined in the Settlement Agreement) have agreed to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in the Settlement Agreement), upon and subject to the terms and conditions of the Settlement Agreement and subject to the final approval of the Court. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Settlement Agreement;

WHEREAS, this Security Agreement is given by the Grantors in favor of the Secured Party, for the benefit of itself and the Plaintiff, to secure the payment and performance of all of the Obligations; and

WHEREAS, it is a condition to the obligations of Settlement Trust under the Settlement Agreement that the Grantors execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Definitions</u>.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Security Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Security Agreement, the following terms shall have the following meanings:

"**Affiliate**" means as to any Person, any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 35% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Cash Equivalents**" as to any Person, means (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any State thereof or, the District of Columbia, or any foreign jurisdiction having capital, surplus, and undivided profits aggregating in excess of $500,000,000, having maturities of not more than one year from the date of acquisition by such Person, (c) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (b) above, (d) commercial paper issued by any issuer rated at least A-1 by S&P or at least P-1 by Moody's (or carrying an equivalent rating by a nationally recognized rating agency if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally), and in each case maturing not more than one year after the date of acquisition by such Person, or (e) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) through (d) above.

"**Collateral**" has the meaning set forth in Section 2.

"**Contingent Audited Net Income Payments**" means the payments required under Section 2.2(b)(ii) of the Settlement Agreement.

"**Discharge Date**" means the first to occur of (1) the date on which all of the following are satisfied: (A) all APs (including the Baseline Annual Payments and Contingent Audited Net Income Payments) and all Liquidity Payments (if any) coming due under the Settlement Agreement have been paid in full in cash and (B) the (i) audited financial statements for the Fiscal Year during which the final [Payment Period] occurs have been delivered, (ii) Contingent Net Income Payment due with respect to such [Fiscal Year], if any, has been determined (unless the maximum Contingent Net Income Payment is paid for such year), and (iii) the payment in full in cash of the Contingent Net Income Payment, if any, for such Fiscal Year, (2) the making of a Full Prepayment, (3) the date that the Settlement Agreement is rejected by the Court by final order, or (4) the date on which the Settlement Agreement is terminated (for any reason whatsoever).

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease, or other disposition (whether in one transaction or in a series of transactions, and including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer, or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, provided, that "Dispositions" shall exclude (i) leases, subleases, rights of way, easements, licenses, and sublicenses in the ordinary course of business that, individually and in the aggregate, do not (x) materially interfere with the ordinary course of business of the Grantors or their Subsidiaries or (y) materially detract from the value of the Property affected thereby and (ii) the non-exclusive licensing of intellectual property in the ordinary course of business and consistent with past practices.

"**Equity Interests**" means any and all shares, interests, participations, or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership (or profit) interests in a Person (other than a corporation), securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person, and any and all warrants, rights, or options to purchase any of the foregoing, whether voting or nonvoting, and whether or not such shares, warrants, options, rights, or other interests are authorized or otherwise existing on any date of determination.

"**Event of Default**" has the meaning given to such term in Section 9.

"**Excluded Asset**" means all of the following, whether now owned or hereafter acquired:

(1) any particular asset if and to the extent that a security interest therein is prohibited by or in violation of any applicable law, rule or regulation;

(2) any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act; and

(3) any lease, license, franchise, charter, contract or agreement, together with any rights or interest thereunder, in each case, if and to the extent a security interest therein granted to the Secured Party is prohibited by or in violation of a term, provision or condition of any such lease, license, franchise, charter, contract or agreement, or would result in the abandonment, invalidation or unenforceability thereof or create a right of termination in favor of or require the consent, approval, license or authorization of any third party (other than any Defendant Party) thereto, except, in each case, to the extent that such prohibition or restriction would be rendered ineffective under the UCC or other applicable Law;

provided, that the exclusions referred to in this definition shall not include any Proceeds or receivables of any such asset, lease, license, franchise, charter, contract or agreement, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition or restriction (unless such Proceeds or receivables would otherwise constitute an Excluded Asset).

"**First Priority**" means, with respect to any Lien purported to be created in any Collateral pursuant to this Security Agreement, such lien and security interest is the most senior lien to which such Collateral is subject (subject only to Liens permitted under Section 7(b)(ii) securing Indebtedness under Section 7(a)(iii)).

"**Governmental Authority**" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

"**Indebtedness**" means, as to any Person, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by notes, bonds, debentures, or other similar instruments, (c) all obligations of such Person, contingent or otherwise, under letter of credit or similar instrument issued outside of the ordinary course of business, (d) trade payables, deferred purchase price obligations for goods or services or earn-outs or other contingent consideration, in each case, solely to the extent such amounts are reflected as a long-term liability on the balance sheet of the Grantors or any of its Subsidiaries, (e) all obligations guaranteeing the payment or performance of such Person in respect of obligations of the kind referred to in subsections (a) through (d) above, and (f) all obligations of the kind referred to in subsections (a) through (e) above secured by (or which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided that, if such Person has not assumed or become liable for the payment of such obligation, the amount of such Indebtedness shall be limited to the lesser of (i) the principal amount of the obligations being secured and (ii) the fair market value of the encumbered property.

"**Lien**" means, as applicable, any mortgage, pledge, hypothecation, assignment (as security), encumbrance, lien (statutory or other), charge, or other security interest, or any preference, priority, or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing (including any conditional sale or other title retention agreement and any capital lease).

"**Maximum Indebtedness**" shall initially be $5,000,000. Upon each payment of a Baseline Annual Payment, the Maximum Indebtedness shall be increased by $500,000.

"**Payment Reserve Requirements**" has the meaning given to such term in Section 7(f)(vii).

"**Permitted Acquisitions**" means the purchase or acquisition (whether in one or a series of related transactions) by any Person of (a) 100% of the Equity Interests with ordinary voting power of another Person or (b) all or substantially all of the property (other than Equity Interests) of another Person or a division or line of business or business unit of another Person.

"**Person**" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority, or other entity.

"**Plaintiff**" has the meaning given to such term in the Settlement Agreement.

"**Proceeds**" means "proceeds" as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"**Requirements of Law**" means as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Secured Obligations**" has the meaning set forth in Section 3.

"**Settlement Documents**" means the Settlement Agreement, this Security Agreement, and each other agreement, document, instrument or certificate executed or delivered in connection therewith.

"**Subsidiary**" means, with respect to any Person, any other Person of which 100% of the outstanding voting securities or other equity interests having ordinary voting power to elect a majority of the board of directors or other governing body is owned, directly or indirectly, by such Person.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of Washington or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority Lien and security interest in favor of the Secured Party, for the benefit of itself and the Plaintiff, in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) all fixtures and personal property of every kind and nature including all accounts, goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, commercial tort claims described on Schedule 1 hereof as supplemented by any written notification given by such Grantor to the Secured Party pursuant to Section 4(e), general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; and

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions of and to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing;

provided, that in no event shall Collateral include any Excluded Asset.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of the obligations of the Grantors from time to time arising under the Settlement Agreement or this Security Agreement or otherwise with respect to the due and prompt payment of (i) each AP (including each Baseline Annual Payment and Contingent Audited Net Income Payment), any Liquidity Payment, and any other obligation that may be owing under the Settlement Agreement, when and as due, whether at maturity, by acceleration, or otherwise and (ii) all other monetary obligations of the Grantors under the Settlement Agreement and this Security Agreement (collectively, the "**Secured Obligations**").

4. Affirmative Covenants. Until the Discharge Date, the Grantors shall:

(a) Preserve, renew, and maintain in full force and effect its corporate or organizational existence.

(b) Promptly, and in any event within three (3) business days of any Grantor obtaining knowledge of the applicable occurrence, provide the Secured Party with notice of (i) the occurrence of any default or event of default under the Settlement Agreement or this Security Agreement, (ii) the formation of any new Subsidiary or the acquisition of any Equity Interests in any Person (other than a Grantor), and (iii) (x) the commencement of any material litigation against any Grantor and (y) the entry of any judgment Lien.

(c) With respect to any personal property, intangible property, or fee interests in any real property acquired after the date hereof by any Grantor or any of its Subsidiaries that is intended to be subject to a Lien created hereunder (and which is not already subject to a First Priority Lien), promptly, and in any event within thirty (30) days of acquiring such property:

(i) Execute and deliver to the Secured Party such supplements or amendments to this Security Agreement or such other documents as the Secured Party reasonably deems necessary or advisable to grant to the Secured Party a perfected First Priority Lien in such property; and

(ii) take all actions necessary or advisable to grant to the Secured Party perfected First Priority Lien in such property, including the filing of UCC-1 financing statements in such jurisdictions as may be required by this Security Agreement or by law or as may be requested by the Secured Party.

(d) With respect to any fee interest in any real property acquired by any Grantor or any of its Subsidiaries, promptly, and in any event within 30 days of acquiring an interest in such property, deliver to the Secured Party a First Priority mortgage (or deed of trust, as applicable) in favor of the Secured Party and each other document reasonably requested by the Secured Party in connection with the granting of a mortgage under the applicable jurisdiction (including, without limitation, surveys, landlord consents or estoppels and title insurance policies).

(e) With respect to any new Subsidiary created or acquired by any Grantor or any of its Subsidiaries, promptly, and in any event within thirty (30) days of the creation or acquisition of such Subsidiary, execute and deliver to the Secured Party such supplements or amendments to this Security Agreement and any other document as is reasonably necessary to grant to the Secured Party a perfected First Priority Lien in the Equity Interests of such new Subsidiary and in all assets of such Subsidiary that constitute Collateral (including, without limitation, UCC-1 financing statements and deposit account control agreements) and cause such new Subsidiary to guaranty the obligations of H5E and H5G under the Settlement Agreement by executing the Joinder and Guaranty Agreement in the form attached hereto as Annex II; provided, that the Grantors shall not be required to comply with this clause (e) for any Subsidiaries that are non-wholly owned Subsidiaries and where the organizational documents in effect at the time of acquisition of such Equity Interests prohibit the granting of liens or guaranteeing of the obligations of the Settlement Agreement, and for which consent and/or waiver of such restrictions are not obtained after commercially reasonable efforts by the Grantors.

(f) Each Grantor shall execute and deliver to the Secured Party in recordable form with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Security Agreement (or a short form intellectual property security agreement, in form and substance reasonably satisfactory to the Grantors and Secured Party) for the purpose of perfecting the security interest granted by the Grantors hereunder.

(g) If any Grantor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents or warehouse receipts relating to the Collateral, such Grantor shall, within thirty (30) days after receipt or acquisition thereof, endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(h) If any Grantor shall at any time hold or acquire a commercial tort claim, such Grantor shall (i) within fifteen (15) days notify the Secured Party in a writing signed by such Grantor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party and (ii) deliver to the Secured Party an updated Schedule 1.

5. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) The execution, delivery and performance of this Security Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate or limited liability company action on the part of each Grantor.

(b) This Security Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation of each Grantor.

6. Voting and Distributions.

(a) The Secured Party agrees that, subject to Secured Party's rights under Section 10, each Grantor may, to the extent such Grantor has such right as a holder of the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto.

(b) The Secured Party agrees that each Grantor may, subject to Secured Party's rights under Section 10, receive and retain all cash dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor.

7. Negative Covenants. Until the Discharge Date, no Grantor shall:

(a) Indebtedness. Incur any Indebtedness, other than:

(i) Indebtedness for borrowed money that is unsecured or is secured by a Lien that is junior to the Liens granted, or contemplated to be granted, to the Secured Party pursuant to this Security Agreement pursuant to an intercreditor and subordination agreement reasonably satisfactory to the Secured Party; provided that (x) the aggregate principal amount of all Indebtedness incurred under this clause (i) shall not exceed the Maximum Indebtedness at any one time outstanding and (y) other than in the case of such Indebtedness constituting working capital lines of credit or other revolving debt instruments, no payment shall be made, or required to be made by the terms thereof, on the principal amount of such Indebtedness unless the Payment Reserve Requirements have and continue to be satisfied after giving effect to such payment;

(ii) Indebtedness of any Grantor owed to another Grantor;

(iii) Indebtedness incurred to finance the acquisition, construction, or improvement of fixed or capital assets (including obligations classified as capital lease obligations under GAAP) incurred in the ordinary course of business and consistent with past practices of the Grantors; or

(iv) Indebtedness constituting guaranteed royalties (or similar payments) pursuant to one or more commercial agreements entered into on arm's length terms.

(b) Liens. Create, incur, assume, or permit to exist any Lien on any property or assets (including Equity Interests of any of its Subsidiaries) now owned or hereafter acquired by it or on any income or rights in respect of any thereof, except:

(i) Liens created pursuant to or arising under any Settlement Document;

(ii) Liens securing Indebtedness under Section 7(a)(i) and Section 7(a)(iii) of this Security Agreement (it being acknowledged that Liens securing Indebtedness under Section 7(a)(iii) of this Security Agreement may have priority over the Liens held by the Secured Party, notwithstanding anything to the contrary contained herein);

(iii) Liens imposed by law for taxes, assessments, or governmental charges not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted if adequate reserves with respect thereto are maintained in accordance with GAAP on the books of the applicable Person;

(iv) Carriers', warehousemen's, mechanics', materialmen's, repairmen's, servicemen's, landlords', suppliers', and other similar Liens imposed by law, arising in the ordinary course of business, and securing obligations that are not overdue by more than thirty (30) days;

(v) (i) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens rights, or set-off, or similar rights (x) on cash deposits or other funds maintained with banks or other depository institutions, or on securities accounts or other financial assets maintained with securities intermediaries, or (y) securing reasonable and customary fees for services of banks, securities intermediaries, or other depository institutions; or (ii) contractual rights of set-off (x) in the ordinary course of business, or (y) relating to (A) the establishment of depository relationships with banks not given in connection with the issuance or incurrence of Indebtedness, (B) pooled deposits or sweep accounts of the Grantors to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business, or (C) purchase orders and other agreements entered into with customers and other business partners of the Grantors in the ordinary course of business;

(vi) Pledges and deposits and other Liens (i) made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations, and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty, or liability insurance to the Grantors;

(vii) Liens (including deposits) to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds, and other obligations of like nature, in each case in the ordinary course of business;

(viii) Easements, zoning restrictions, rights-of-way, minor defects or irregularities in title, and similar encumbrances on real property imposed by law or arising in the ordinary course of business which (i) do not secure any monetary obligation and (ii) do not materially detract from the value of the affected property or interfere materially with the ordinary conduct of business of the Grantors or any of their Subsidiaries;

(ix) To the extent such transactions create a Lien thereunder, the interest of a lessor, sublessor, licensor, or sublicensor under a lease of real or personal property (including in connection with a sale and leaseback transaction), in each case to the extent such lease or sale and leaseback transaction is permitted under the terms of the Settlement Documents;

(x) Judgments or other similar Liens in connection with legal proceedings; provided, that if at any time three (3) or more judgment Lien creditors exist each holding a liquidated claim exceeding $1,000,000 and together holding liquidated claims exceeding $5,000,000 in the aggregate against any Grantor, the Secured Party may require satisfaction and discharge of one or more such Liens by a date no earlier than forty-five (45) days following the Secured Party's written request thereof (provided that such date shall be extended by an additional thirty (30) days if the Grantors are working diligently in good faith to discharge such Lien during such initial forty-five (45) day period); provided, further, that Grantors shall not be required to discharge any judgment Lien that is being contested in good faith through appropriate proceedings;

(xi) Liens on specific items of inventory or other goods securing obligations with respect to documentary letters of credit or bankers' acceptances issued or created for the Grantors or any of their Subsidiaries in the ordinary course of business to facilitate the purchase, shipment, or storage of such inventory or other goods;

(xii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties from the importation of goods in the ordinary course of business;

(xiii) Liens on any cash earnest money deposit made by the Grantors or any of its Subsidiaries in connection with any letter of intent or acquisition agreement for any acquisition, Investment, or other transaction permitted by the Settlement Documents;

(xiv) Liens arising from precautionary Uniform Commercial Code financing statement filings solely in connection with operating leases or consignment of goods;

(xv) Liens arising on Equity Interests arising under the applicable governing documents; and

(xvi) Other Liens arising in the ordinary course of business that do not secure obligations for borrowed money or other obligations that are classified as a liability on the balance sheet of the Grantors.

(c) Mergers; Nature of Business.

(i) Merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that Grantors (and their Subsidiaries) may engage in a merger or consolidation with another Person if (A) the surviving Person is a Grantor, or (B) the surviving Person joins this Security Agreement as a "Grantor" concurrently with the closing of such transaction; provided however that net cash proceeds paid to the shareholders of the applicable Grantor in such merger or consolidation are applied as a Liquidity Payment under Section 2.2(c) of the Settlement Agreement;

(d) Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise), or capital contribution to, or purchase, hold, or acquire any Equity Interests, bonds, notes, debentures, or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "**Investments**"), except:

(i) Investments in Cash Equivalents;

(ii) Investments in Equity Interests of its Subsidiaries existing on the date hereof;

(iii) Investments by any Grantor in any other Grantor;

(iv) Permitted Acquisitions so long as the Person acquired in such Permitted Acquisition becomes a Grantor and/or the assets acquired in such Permitted Acquisition constitute Collateral;

(v) Acquisitions of assets (other than Equity Interests) that do not constitute Permitted Acquisitions so long as such assets constitute Collateral;

(vi) Investments of any Person that after the date hereof becomes a Subsidiary, or consolidates or merges with any Grantor or any Subsidiary if such merger or consolidation is permitted by Section 7(c)(i) of this Security Agreement; and

(vii) The formation and capital contributions of cash, or acquisition of Equity Interests in any other Person (that does not become a Grantor) on arm's length terms so long as (A) (1) the Equity Interests of such Grantor or its Subsidiary, as applicable, in such Person is pledged as collateral pursuant to this Agreement, (2) the organizational documents of such Person (x) contain no restrictions on the payment of dividends or distributions to the Grantors or Subsidiary (as applicable) other than restrictions customary for an arm's length investment in a joint venture or similar partial ownership structure, and (y) permit the pledge of such Equity Interest to the Secured Party and the exercise of rights and remedies by the Secured Party under this Security Agreement (including the transfer of such Equity Interest to the Secured Party or an entity designated by it in connection with any foreclosure proceeding); and (B) the Grantors are in compliance with the Payment Reserve Requirements at the time of making such capital contribution, acquisition or other such Investment under this Section 7(d)(vii).

(e) Dispositions: Dispose of any of its property, whether now owned or hereafter acquired, or issue or sell any Equity Interests to any Person, except:

(i) The sale or Disposition of machinery and equipment no longer used or useful in the business of any Grantor or its Subsidiaries;

(ii) The Disposition of obsolete or worn-out equipment in the ordinary course of business;

(iii) The sale of inventory and immaterial assets and the sale or disposition of cash or Cash Equivalents, in each case, in the ordinary course of business;

(iv) Dispositions of property by a Grantor to another Grantor;

(v) (x) The sale or issuance of Equity Interests by any Grantor to another Grantor or (y) the sale or issuance of Equity Interests by any Grantor to any other Person as a bona fide capital raise;

(vi) Dispositions resulting from any taking or condemnation of any Property of the Grantors or any Subsidiary by any Governmental Authority or any assets subject to a casualty;

(vii) The Disposition of Equity Interests in Persons on arms' length terms;

(viii) Dispositions constituting licenses of intellectual property on arm's length terms and in the ordinary course of business for the Grantors (or for other Persons in similarly situated businesses); and

(ix) other Dispositions for fair market value (as determined in good faith by the Grantors) and on an arm's length basis for not less than sixty percent (60%) cash consideration.

(f) Restricted Payments: Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, or other acquisition of any Equity Interests of the Grantors or any of their Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Grantors or any of its Subsidiaries (collectively, "**Restricted Payments**"), except:

(i) Any Subsidiary may make any Restricted Payment to any Grantor;

(ii) The Grantors may purchase, redeem or otherwise acquire Equity Interests issued by such Grantors from any of its members; provided that the aggregate amount purchased in such transaction and any related transactions (or any prior transactions involving such member occurring during the payment period) does not exceed 10% of the total outstanding equity interest in such Grantor;

(iii) The Grantors may declare and pay dividends and make other distributions and payments with respect to its Equity Interests if payable solely in its Equity Interests;

(iv) The Grantors may (x) make repurchases or redemptions of its Equity Interests (1) in connection with the exercise of stock options or restricted stock awards if such Equity Interests represent all or a portion of the exercise price thereof, or (2) deemed to occur upon the withholding of a material portion of such Equity Interests issued to directors, officers, or employees of the Grantors or any Subsidiary under any stock option plan or other benefit plan or agreement for directors, officers, and employees of the Grantors and their Subsidiaries to cover withholding tax obligations of such Persons in respect of such issuance, and (y) make other Restricted Payments pursuant to and in accordance with customary stock option plans or other benefit plans or agreements for directors, officers, and employees of the Grantors and their Subsidiaries;

(v) The Grantors may make Restricted Payments to the extent required by Requirements of Law or Governmental Authority, in each case, in accordance with the terms of the operating agreement or other applicable governing documents of the applicable Grantor, in each case, as in effect on the date hereof;

(vi) The Grantors may make tax distributions to their members (w) in an amount not to exceed the amount of income taxes actually due by the members for the relevant period, (x) calculated as if the owners were taxed at the highest combined federal, state, and local income tax rate applicable to individuals or corporations, as relevant, (y) without regard to any owner-level losses, deductions, or credits unrelated to the Grantors and (z) only when the corresponding tax liability is due (including estimated tax payment deadlines). Any such distribution shall be reduced by any prior distributions made for the same tax period that were intended to cover such taxes; and

(vii) Other Restricted Payments may be made in any given fiscal year; provided, that, the Grantors shall only be permitted to make a Restricted Payment under this clause (vii) if (1) (x) such Restricted Payment is made during two (2) week period following the payment of the Contingent Audited Net Income Payment (if any) for the preceding fiscal year and (y) the Grantors have presented the Secured Party with documentation reasonably satisfactory to it that the Grantors will have sufficient cash on hand (after giving effect to such Restricted Payment) to make the remaining Annual Payments for the then-current Installment Year (it being agreed that cash held in a deposit account over which the Secured Party has "control" within the meaning of Article 9 of the UCC (a "**Cash Collateral Account**") in an aggregate amount equal to 90% of the remaining Annual Payments for the then-current Installment Year shall be deemed to be satisfactory evidence) or (2) in the event that such Restricted Payment is made prior to the determination of the Contingent Net Income Payment for such fiscal year (x) after giving effect to such Restricted Payment, the Grantors shall have deposited into a Cash Collateral Account an aggregate amount equal to 90% of the remaining Annual Payments for such Installment

Year *plus* the Grantors' good faith estimate of the Contingent Net Income Payment for the then-current fiscal year; provided, further, that to the extent that any Restricted Payment is made pursuant to this clause (vii) and the Grantors are at any point unable to make, or fail to make, any Annual Payment, Liquidity Payment or Contingent Net Income Payment (such that there is, or will be, a default under the Settlement Agreement), the holders of the Equity Interests of the Grantors shall have the right to make a cash capital contribution in an amount sufficient to satisfy such payment obligation no later than five (5) business days following the due date for such payment (the "**Cure Payment**") and to the extent such Cure Payment is made prior to such deadline and is actually applied to cure the payment default under the Settlement Agreement, no default or event of default shall be deemed to have occurred under this clause (vii) or as a result of the payment default (the requirements of the foregoing clauses (1) and (2) being, the "**Payment Reserve Requirements**"). For the avoidance of doubt, funds in the Cash Collateral Account may be applied, in the Grantors' discretion, towards payment of the Annual Payments and Contingent Audited Net Income Payments.

(g) Affiliate Transactions: Shall not engage in any transaction with any Affiliate except on fair and reasonable arm's length terms.

(h) Changes in Names; Jurisdiction of Organization: Change its name, type of entity or jurisdiction of organization unless (x) notice has been delivered to the Secured Party of such change thirty (30) days prior to the contemplated date of consummation and (y) notice of such change, together with certified copies of all operative documents and each other document reasonably requested by the Secured Party to maintain its first-priority security interest in the Collateral has been delivered to the Secured Party no later than five (5) days following such effective date.

8. [Reserved].

9. Events of Default. Each of the following shall constitute an "Event of Default" under this Security Agreement or the Settlement Agreement: (a) a failure by the Grantors to make the required APs consistent with the terms of the Settlement Agreement, (b) any breach of any covenant contained in, or the occurrence of any other default of, the Settlement Agreement or the Security Agreement or (c) H5G or H5E (i) files a petition under any bankruptcy or insolvency law, (ii) has filed against it a petition under any bankruptcy or insolvency law which is not vacated or dismissed within 90 days from the date of filing, (iii) has a receiver or trustee appointed for it, or (iv) ceases doing business as a going concern. Notwithstanding the foregoing, no Event of Default shall occur if a Grantor shall cure any occurrence under the forgoing within ten (10) business days from the earlier of (i) delivery by the Settlement Trust of written notice of such default to the Grantors or (ii) delivery of written notice from the Grantors to the Secured Party of the occurrence of such default (the "Grace Period").

10. Remedies Upon Default. If any Event of Default shall have occurred and be continuing, the Secured Party may:

(a) Release the \$30M Consent Judgment or the \$12M Consent Judgment from escrow, in each case, as applicable and to the extent permitted in accordance with

Section 2.2(f) of the Settlement Agreement, at which time such Consent Judgment, together with all other amounts then due and payable but without duplication of the Consent Judgment, shall become immediately due and payable; and

(b) Assert all rights and remedies of a secured party under the UCC or other applicable law; provided, that the Secured Party shall refrain from providing notice of exclusive control to the depository institution under any deposit account control agreement (or similar agreement) executed by a Grantor except (i) on a failure by Grantors to make any required payment when due (following the applicable Grace Period), whether following the acceleration of the payment obligations or otherwise or (ii) following the voluntary commencement of any proceeding by such Grantor as a debtor under title 11 of the United States Code.

11. Amendments. None of the terms or provisions of this Security Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantors therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and H5G, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given. Each of the Grantors (other than H5G) hereby appoint H5G as their representative for purposes of this Section 11 and agree that they shall be bound by any amendment, modification, supplement, waiver or consent executed hereunder by H5G, to the same extent as if each such Grantor was party thereto.

12. Addresses For Notices. All notices and other communications provided for in this Security Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Settlement Agreement, and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.

13. Continuing Security Interest; Further Actions. This Security Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to Section 14, remain in full force and effect until the Discharge Date, (b) be binding upon the Grantors, their respective successors and permitted assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and permitted assigns; provided that, (i) other than in connection with a transaction permitted under Section 7(c)(i), no Grantor may assign or otherwise transfer any of its rights or obligations under this Security Agreement without the prior written consent of the Secured Party and (ii) Secured Party may not assign or otherwise transfer any of its rights or obligations under this Security Agreement without the prior written consent of H5G.

14. Termination; Release. On the Discharge Date, the Secured Party will (at its sole cost and expense), at the request of the Grantors, (a) duly assign, transfer and deliver to or at the direction of the Grantors such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantors such proper instrument or instruments acknowledging the satisfaction and termination of this Security Agreement and the release of all Liens on the Collateral granted pursuant to this Security Agreement, each in form and substance reasonably acceptable to the Grantors. Notwithstanding anything to the contrary contained herein, in the Settlement Agreement, or in any other agreement or instrument, if the Settlement Agreement is rejected by the Court in a final, non-appealable order or if the Settlement Agreement is

otherwise terminated (for any reason), then this Security Agreement (and all rights, pledges and grants provided hereunder or under any Joinder and Guaranty Agreement entered into with respect to this Security Agreement and all other documents and instruments executed in connection herewith), shall be null and void *ab initio*, other than the obligations of the Secured Party under this Section 14, which shall continue.

15. GOVERNING LAW. This Security Agreement and the Settlement Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement or the Settlement Agreement (except, as to the Settlement Agreement, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Washington.

16. Counterparts. This Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Security Agreement. This Security Agreement and the Settlement Agreement constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

HIGH 5 GAMES, LLC, as Grantor

By: ______________________

Name:

Title:

HIGH 5 ENTERTAINMENT, LLC, as Grantor

By: ______________________

Name:

Title:

HIGH 5 SOCIAL CASINO SETTLEMENT TRUST, as Secured Party

By: ______________________

Name:

Title:

SCHEDULE 1

COMMERCIAL TORT CLAIMS

Deel Inc.: In late 2025, it was discovered that two consultants retained by H5G from Deel stole approximately $108,000 in cryptocurrency from the company. These consultants reside in Costa Rica. Incident reports have been submitted to the Mahwah (NJ) Police Department and the Federal Bureau of Investigation. H5G does not believe that either agency has taken any action in response to the incident reports. H5G is preparing to file an incident report with the Organismo de Investigacion Judicial in Costa Rica. H5G is also considering its options against Deel in connection with breach of contract and negligence-type claims

ANNEX I

Form of Joinder

THIS JOINDER AND GUARANTY AGREEMENT, dated as of [_____] (this "Joinder Agreement"), is made by [NAME OF NEW GRANTOR], a [*state of formation or incorporation*] [*entity type*] (the "Additional Grantor"), in favor of [SETTLEMENT TRUST NAME], as Secured Party (the "Secured Party"). All capitalized terms not defined herein shall have the meanings assigned to them in the Security Agreement.

WHEREAS, in connection with that certain Settlement Agreement, dated as of [_______], by and among Rick Larsen for himself individually and on behalf of the Settlement Class (as defined in the Settlement Agreement), High 5 Games LLC (f/k/a PTT, LLC) ("H5G"), and High 5 Entertainment, LLC ("H5E"), H5G and H5E and each other Grantor from time to time party thereto, have entered into the Security Agreement, dated as of [________] (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Joinder Agreement in order to become a party to the Security Agreement as a Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

SECTION 1. Joinder to Security Agreement. By executing and delivering this Joinder Agreement, the Additional Grantor, as provided in Section 4(e) of the Security Agreement, hereby becomes a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor.

SECTION 2. Guaranty of Secured Obligations; Grant of Security Interest. Without limiting the generality of the foregoing, the Additional Grantor hereby:

(a) Guaranty:

(i) Unconditionally and irrevocably guarantees, jointly with the other Grantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment of all Secured Obligations (including all obligations of H5E and H5G under the Settlement Agreement) of each Grantor, other than such Additional Grantor ("Guaranteed Obligations");

(ii) Further agrees that its guarantee constitutes a guarantee of payment when due and not of collection; and

(iii) Unconditionally and irrevocably waives any right to revoke the guaranty provided under this Joinder Agreement and acknowledges that this guaranty is continuing in nature and applies to all presently existing and future Secured Obligations and Guaranteed Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Guaranteed Obligations.

(b) Grant of Security Interest. Expressly grants to the Secured Party, a security interest in all Collateral (as defined in the Security Agreement) now owned or at any time hereafter acquired by such Additional Grantor to secure all of such Additional Grantor's obligations and liabilities hereunder and thereunder. The information set forth in Schedule A hereto is hereby added to the information set forth in Schedule 1 to the Security Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 5 of the Security Agreement is true and correct on and as of the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date.

SECTION 3. Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[*NAME OF ADDITIONAL GRANTOR*]

By:______________________________________
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

<u>SECURED PARTY:</u>

HIGH 5 SOCIAL CASINO SETTLEMENT TRUST

By: ______________________________________
Name:
Title:

Schedule A

Supplement to Schedule 1

[to be inserted]

EXHIBIT H

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 **STIPULATED CONSENT JUDGMENT OF THIRTY MILLION DOLLARS**

Plaintiff Rick Larsen ("Plaintiff" or "Larsen") for himself individually and on behalf of the Settlement Class (as defined below), and Defendants High 5 Games LLC (f/k/a PTT, LLC ("H5G" or "High 5 Games") and High 5 Entertainment, LLC ("H5E" or "High 5 Entertainment") (together "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") have entered into a Class Action Settlement Agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, the Parties have stipulated and consented to entry of this Consent Judgment under the conditions and terms set forth in the Settlement Agreement.

I. Findings

The Court expressly finds and determines that:

1. The Court has jurisdiction over the subject matter of this Action and over Plaintiff, the Settlement Class, and Defendants. Venue is proper in the United States District Court for the Western District of Washington.

2. The Consent Judgment is entered pursuant to Section 2.2(f)(B) of the arm's-length Settlement Agreement reached after extensive litigation, discovery, trial, and mediation.

3. The amount of the Consent Judgment and the allocation methodology reflected herein are fair, reasonable, and made in good faith.

4. The Consent Judgment does not constitute, and shall not be construed as, an admission of liability, fault, or wrongdoing by Defendants, all of which are expressly denied.

II. Entry of Judgment

The Court, having jurisdiction over the Action and the Parties, and good cause appearing, ORDERS, ADJUDGES, AND DECREES as follows:

5. Judgment is entered in favor of Plaintiff Rick Larsen, individually and on behalf of the Settlement Class and for the benefit of the Settlement Fund and the High 5 Social Casino Settlement Trust, and against Defendants High 5 Games LLC and High 5 Entertainment, LLC jointly and severally, in the amount of thirty million dollars ($30,000,000), for claims under the Recovery of Money Lost at Gambling Act, RCW 4.24.070, the Washington Consumer Protection Act, RCW 19.86.090, and Uniform Voidable Transactions Act, 19.40.011.

6. Any and all payments made under the Settlement Agreement, including without limitation the Initial Payment, all Baseline Annual Payments, Contingent Net Income Payments, and Liquidity Payments, shall be credited dollar-for-dollar against this Consent Judgment.

7. Amounts paid or collected on this Consent Judgment shall be paid into the Settlement Fund or the High 5 Social Casino Settlement Trust and used for the purposes set forth in the Settlement Agreement.

8. The Court retains jurisdiction over this Action, the Parties, the Settlement Agreement, and this Consent Judgment for purposes of implementing, enforcing, construing, and administering this Consent Judgment and the Settlement Agreement.

9. The Clerk is directed to enter this Consent Judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure upon the Court's execution of this Consent Judgment.

III. Order

Now, therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that the Consent Judgment entered herein in the amount of thirty million dollars ($30,000,000).

STIPULATED AND AGREED TO BY THE PARTIES:

Rick Larsen
Date: ____________________ By: ______________________________
Name: ______________________________

HIGH 5 GAMES, LLC (f/k/a PTT, LLC), a Delaware limited liability company
Date: ____________________ By: ______________________________
Name: ______________________________
Its: ______________________________

HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company
Date: ____________________ By: ______________________________
Name: ______________________________
Its: ______________________________

SO STIPULATED BY COUNSEL:

EDELSON PC
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Plaintiff Rick Larsen and the Settlement Class

TOUSLEY BRAIN STEPHENS PLLC
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Plaintiff Rick Larsen and the Settlement Class

DUANE MORRIS LLP
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Defendants

ORDER

The Court directs entry of this Consent Judgment as an order and judgment of this Court.

IT IS SO ORDERED.

//

DATED this ____ day of ____________________, 20__.

____
HONORABLE TIFFANY M. CARTWRIGHT
United States District Judge

EXHIBIT I

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 **STIPULATED CONSENT JUDGMENT OF TWELVE MILLION DOLLARS**

Plaintiff Rick Larsen ("Plaintiff" or "Larsen") for himself individually and on behalf of the Settlement Class (as defined below), and Defendants High 5 Games LLC (f/k/a PTT, LLC ("H5G" or "High 5 Games") and High 5 Entertainment, LLC ("H5E" or "High 5 Entertainment") (together "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") have entered into a Class Action Settlement Agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, the Parties have stipulated and consented to entry of this Consent Judgment under the conditions and terms set forth in the Settlement Agreement.

I. Findings

The Court expressly finds and determines that:

1. The Court has jurisdiction over the subject matter of this Action and over Plaintiff, the Settlement Class, and Defendants. Venue is proper in the United States District Court for the Western District of Washington.

2. The Consent Judgment is entered pursuant to Section 2.2(f)(A) of the arm's-length Settlement Agreement reached after extensive litigation, discovery, trial, and mediation.

3. The amount of the Consent Judgment and the allocation methodology reflected herein are fair, reasonable, and made in good faith.

4. The Consent Judgment does not constitute, and shall not be construed as, an admission of liability, fault, or wrongdoing by Defendants, all of which are expressly denied.

II. Entry of Judgment

The Court, having jurisdiction over the Action and the Parties, and good cause appearing, ORDERS, ADJUDGES, AND DECREES as follows:

5. Judgment is entered in favor of Plaintiff Rick Larsen, individually and on behalf of the Settlement Class and for the benefit of the Settlement Fund and the High 5 Social Casino Settlement Trust, and against Defendants High 5 Games LLC and High 5 Entertainment, LLC jointly and severally, in the amount of twelve million dollars ($12,000,000), for claims under the Recovery of Money Lost at Gambling Act, RCW 4.24.070, the Washington Consumer Protection Act, RCW 19.86.090, and Uniform Voidable Transactions Act, 19.40.011.

6. Any and all Initial Payments and Baseline Annual Payments made under Section 2.2(a) and Section 2.2(b)(i) of the Settlement Agreement shall be credited dollar-for-dollar against this Consent Judgment.

7. Amounts paid or collected on this Consent Judgment shall be paid into the Settlement Fund or the High 5 Social Casino Settlement Trust and used for the purposes set forth in the Settlement Agreement.

8. Entry or enforcement of this Consent Judgment shall not constitute a release or waiver of any unpaid Contingent Net Income Payment that has accrued or any unpaid Liquidity Payment that has become due under the Settlement Agreement.

9. The Court retains jurisdiction over this Action, the Parties, the Settlement Agreement, and this Consent Judgment for purposes of implementing, enforcing, construing, and administering this Consent Judgment and the Settlement Agreement.

10. The Clerk is directed to enter this Consent Judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure upon the Court's execution of this Consent Judgment.

III. Order

Now, therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that the Consent Judgment entered herein in the amount of twelve million dollars ($12,000,000).

STIPULATED AND AGREED TO BY THE PARTIES:

Rick Larsen
Date: ____________________ By: ______________________________
Name: ______________________________

HIGH 5 GAMES, LLC (f/k/a PTT, LLC), a Delaware limited liability company
Date: ____________________ By: ______________________________
Name: ______________________________
Its: ______________________________

HIGH 5 ENTERTAINMENT, LLC, a New Jersey limited liability company
Date: ____________________ By: ______________________________
Name: ______________________________
Its: ______________________________

SO STIPULATED BY COUNSEL:

EDELSON PC
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Plaintiff Rick Larsen and the Settlement Class

TOUSLEY BRAIN STEPHENS PLLC
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Plaintiff Rick Larsen and the Settlement Class

DUANE MORRIS LLP
Date: ____________________ By: ______________________________
Name: ______________________________
Attorneys for Defendants

ORDER

The Court directs entry of this Consent Judgment as an order and judgment of this Court.

IT IS SO ORDERED.

DATED this ____ day of ____________________, 20__.

____
HONORABLE TIFFANY M. CARTWRIGHT
United States District Judge