

IN THE CIRCUIT COURT OF
FRANKLIN COUNTY, ALABAMA

Leshaun Robinson, Luke Whitney, Carissa	)	
Pyles, Thomas Veil, Sharon King, and Steven	)	
Davis, individually and on behalf of all others	)	
similarly situated,	)	
	)	Case No. _____
<i>Plaintiffs,</i>	)	
	)	
v.	)	
	)	
Yellow Social Interactive.	)	
	)	
<i>Defendant.</i>	)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”, “Settlement”, or “Settlement Agreement”) is entered into by and among the Class Representatives (as defined below, including Lashaun Robinson, Luke Whitney, Carissa Pyles, Thomas Veil, Sharon King, and Steven Davis, (collectively “Plaintiffs”)), for themselves individually and on behalf of the Settlement Class (as defined below), Defendant Yellow Social Interactive (“YSI” or “Defendant”) (altogether, 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. Beginning in 2022, Class Counsel filed arbitrations and lawsuits against Defendant alleging that Defendant’s Applications (as defined below) are illegal gambling and that players can recover their losses under Alabama, Kentucky, Massachusetts, New Jersey, Ohio, and Tennessee law based on Plaintiffs’ use of virtual coins and purchases in Defendant’s Applications. These matters include (hereafter referred to as the “Pending Actions”):

- a. Angel Deann Pilati v. Yellow Social Interactive, LTD, 33-CV-2023-900038 (Cir. Ct. Franklin Co., AL);
- b. Sandra Tucker Duckworth v. Yellow Social Interactive, LTD, 2023-CV-49181 (Cir. Ct. 14th Jud. Dist. Of TN); and
- c. Wade Jenkins v. Yellow Social Interactive, LTD., 4:24-CV-91 (U.S. Dist. Ct. West. Dist. Of KY).

B. The Parties have since litigated numerous issues relating to defenses Defendant raised such as motions to dismiss on choice of law, statutory standing, contractual bars, whether YSI’s games are illegal gambling, and motions to compel arbitration.

C. While litigation was ongoing, counsel for the Parties had numerous telephone calls and videoconferences over a period of many months to discuss the possibility of reaching a negotiated resolution.

D. The parties exchanged information both in litigation and in aid of the settlement discussions.

E. As a result of the discussions between the parties, a potential settlement was reached in the form of a signed term sheet on June 19, 2025.

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

G. Plaintiffs believe that their claims have merit and that they would have ultimately prevailed on the merits at trial. Nonetheless, Plaintiffs and Class Counsel recognize that YSI has raised factual and legal arguments and defenses that present a significant risk Plaintiffs may not prevail on their claims. Plaintiffs and Class Counsel have also taken into account the uncertain outcome, expense, and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs and Class Counsel believe that it is desirable, and in the best interest of the Settlement Class, 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.

H. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel has 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.

I. Defendant has at all times denied—and continues to deny—all allegations of wrongdoing and liability, and denies all material allegations in the Pending Actions. Specifically, Defendant denies that the Applications constitute or constituted illegal gambling under the law of any State, denies that money spent to purchase licenses to virtual currency for use in any of the Applications can be recovered, denies that any aspect of the Applications' operation constituted unfair business practices or resulted in unjust enrichment, and oppose class certification of a litigation class. Defendant is prepared to continue its vigorous defense. Even so, taking into account the uncertainty and risks inherent in litigation, Defendant has concluded that continuing to defend the Pending Actions would be burdensome and expensive. Defendant has further

concluded that it is desirable to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Class Representatives, the Settlement Class, and Defendant 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 this case captioned *Robinson v. YSI*, filed in the Circuit Court of Franklin County, Alabama.

1.2. "Actual Total Benefit" means the sum of:

1.2.1. For each member of the class submitting the Election Form that is accepted, the total of such member's Net Purchase Amounts multiplied by 23% (0.23); plus

1.2.2. For each member of the class eligible for the Virtual Coin Settlement Benefit, the total of such member's Net Purchase Amounts multiplied by 27% (0.27); and finally,

1.2.3. In the event the cap is reached pursuant to paragraph 2.1(a)(ii), the Actual Total Benefit will be adjusted to include the additional remainder of Net Purchase Amounts to Virtual Coins as described in paragraph 2.1(a)(i).

1.3. "Agreement" or "Settlement" or "Settlement Agreement" means this Class Action Settlement Agreement.

1.4. “Applications” means Pulsz (www.pulsz.com) and Pulszbingo (www.pulszbingo.com) brands and application.

1.5. “Approved Election” means an Election Form submitted by a Settlement Class Member that is timely and submitted in accordance with the directions on the Election 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.

1.6. “Class Counsel” means D. Frank Davis and Wesley W. Barnett of Davis & Norris, LLP, and Jeffrey L. Bowling of Bedford, Rogers & Bowling, P.C.

1.7. “Class Period” means the following date ranges for each of the following States:

1.7.1. Alabama: March 8, 2022, through the date of Preliminary Approval;

1.7.2. Ohio: February 19, 2024, through the date of Preliminary Approval;

1.7.3. New Jersey: February 19, 2024, through the date of Preliminary Approval;

1.7.4. Massachusetts: February 19, 2024, through the date of Preliminary Approval;

1.7.5. Tennessee: November 12, 2022, through the date of Preliminary Approval;
and

1.7.6. Kentucky: June 29, 2023, through the date of Preliminary Approval.

1.8. “Class Representative(s)” means Plaintiffs Lashaun Robinson, Luke Whitney, Carissa Pyles, Thomas Veil, Sharon King, and Steven Davis.

1.9. “Court” means the Circuit Court of Franklin County, Alabama.

1.10. “Defendant” means Yellow Social Interactive.

1.11. “Defendant’s Counsel” means Duane Morris LLP.

1.12. “Effective Date” means the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award(s), 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); or (iii) 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. The Effective Date is further subject to the conditions set forth in Section 9.1.

1.13. “Election Deadline” means the date by which all Election Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be 56 days after the Notice Date. The Election Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Election Form.

1.14. “Election Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Election Form, to be completed by Settlement Class Members who wish to file an election for a Settlement Payment, shall be available in electronic and paper format. The Election Form shall request that the Settlement Class Member provide the following information: (i) full legal name; (ii) List of any and all Application(s) played; (iii) Player ID(s) associated with any and all Application(s) account(s); (iv) email address(es) associated with any and all Application(s) account(s); (v) current telephone number, U.S. Mail address, and email address, and (vi) information as ordinarily required for YSI’s user verification process for prize redemptions. The Election Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically or via check.

1.15. “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Escrow Account will be at a depository institution(s) of the Settlement Administrator’s choice (subject to either Party’s reasonable veto) that is insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account consistent with the provisions in Section 2.1 below, and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or

(ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.16. “Estimated Total Benefit” means the sum of the Net Purchase Amount in each of the six states during the Covered Time Period multiplied by 25% (0.25).

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

1.18. “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 Award and any incentive award(s) to the Class Representative(s).

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

1.20. “Freemium Games” means games on the Applications involving the use of Virtual Gold Coins, as defined below.

1.21. “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 B, C, and D attached hereto.

1.22. “Net Purchase Amounts” means the amount by which a class member’s purchases on an Application exceeds the amount of the class member’s successful prize redemptions on the same Application. By way of example, a Player who made purchases of \$300.00 on an Application during a Covered Period and had \$200.00 in successful prize redemptions would have a Net Purchase Amount of \$100.00 and would be eligible to elect to submit an Election Form in accordance with this Agreement. By way of example, a Player who made purchases of \$200.00 on an Application during a Covered Period and had \$300.00 in

successful prize redemptions would have a Net Purchase Amount of \$0.00 and would not be eligible to submit an Election Form under this Agreement. Only Players with a Net Purchase Amount greater than zero shall be deemed to have an alleged loss in the Class Action and be eligible to submit an Election Form.

1.23. “Net Settlement Fund” means the Settlement Fund; plus any interest or investment income earned on the Settlement Fund; less any Fee Award, incentive award(s) to the Class Representatives, taxes, and Settlement Administration Expenses.

1.24. “Notice Date” means the date upon which the Notice set forth in Section 4.1 is complete, which shall be a date no later than 35 days after entry of Preliminary Approval.

1.25. “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 56 days following the Notice Date and no sooner than 14 days after papers supporting the Fee Award are filed with the Court and made available to the Settlement Class on the Settlement Website, or such other date as ordered by the Court.

1.26. “Plaintiffs” means Leshaun Robinson, Luke Whitney, Carissa Pyles, Thomas Veil, Sharon King, and Steven Davis, the plaintiffs in the Action.

1.27. “Platform Litigations” means the following cases: In Re: Apple Inc. App Store Simulated Casino-Styled Games Litigation, Case Number 5:21-md-02985-EJD (N.D. CA); In Re: Google Play Store Simulated Casino-Style Games Litigation, Case Number 5:21-md-03001-EJD (N.D. CA); In re: Facebook Simulated Casino-Style Games Litigation, Case Number 5:21-cv-02777-EJD (N.D. CA); and Horn v. Amazon.com, Inc., Case No. 2:23-cv-01727 (W.D. Wash.).

1.28. “Player ID” means the unique identifier, assigned by the Application, to a person who has registered an account with an Application.

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

appointing Class Counsel and the Class Representative(s), and approving the form and manner of the Notice.

1.30. “Released Claims” means any and all actual, potential, filed, 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, punitive, exemplary or multiplied 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 state, federal, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States against the Released Parties, or any of them, arising out of any 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, such as claims that the Applications are illegal gambling games, that virtual coins in the Applications are “something of value,” that aspects of the Applications are deceptive or unfair, or that YSI has been unjustly enriched by the operation of the Applications, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties. For the avoidance of doubt, this release includes claims potentially subject to arbitration agreements. For Clarity, this release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

1.31. “Released Parties” means Defendant Yellow Social Interactive, and any of its parents, subsidiaries, divisions, corporate affiliates, predecessors, successors, and any of their respective present and former officers, directors, owners, shareholders, insurers, agents, affiliates, representatives, employees, and assigns. For clarity, the release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

1.32. “Releasing Parties” means Plaintiffs, Class Representatives, 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.

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

1.34. “Settlement Administrator” means EisnerAmper, subject to approval of the Court, which will administer the Notice and Settlement Website, process Approved Elections, 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.

1.35. “Settlement Class” means all individuals who, in Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and/or New Jersey (as indicated by billing address information, IP address information, or other information furnished by YSI), spent money to play the Applications during the Class Period. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or their parents have 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.

1.36. “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.

1.37. “Settlement Amount” means the value of benefit to all Settlement Class Members whether it be in virtual currency awarded pursuant to Section 2.1(a)(i), Settlement Payment for an Approved Election pursuant to Section 2.1(a)(ii), or both. The Settlement Amount is estimated as defined in the Estimated Total Benefit. The final amount will be determined as defined in the Actual Total Benefit. The present Estimated Total Benefit is expected to be approximately \$14 million.

1.38. “Settlement Fund” means the cash fund that shall be established by Defendant, the final amount of which will be determined based upon the number and valuation of Approved Elections accepted by the Court or the Settlement Administrator, the amount of approved incentive awards, the amount of approved Fee Award, and the cost of Settlement Administration Expenses. Defendant shall make deposits as they become due upon determination of Approved Elections for the amount required to pay Approved Elections subject to the cap, for additional Settlement Administration Expenses, and for potential incentive awards and a potential Fee Award. All deposits required for Settlement Administration Expenses, for potential incentive awards or a potential Fee Award, or for the Approved Elections subject to a maximum cap described in paragraph 2.1(a)(ii), together with all interest earned on any balances shall constitute the Settlement Fund. From the Settlement Fund, the Settlement Administrator shall pay all Approved Elections made by Settlement Class Members, Settlement Administration Expenses, any incentive award(s), taxes, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In the event there are funds left after the payment of all required payments under this agreement (Including Settlement Payment, Administration Expenses, Incentive Awards, and Attorneys’ Fees and Expenses), the remaining funds shall be returned to Defendant. The Settlement

Administrator 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.

1.39. “Settlement Payment(s)” means the payment(s) from the Net Settlement Fund to be made to Settlement Class Members with Approved Elections according to this settlement.

1.40. “Settlement States” means Alabama, Tennessee, Kentucky, Ohio, Massachusetts, and New Jersey.

1.41. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator which shall allow for the electronic submission of Election Forms and shall provide class members access to relevant case documents including the Notice, information about the submission of Election Forms, and other relevant documents. The Settlement Website shall remain accessible by Settlement Class Members until at least 30 days after the Effective Date.

1.42. “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 to 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. For Clarity, this release will have no effect on the claims in any of the Platform Litigations. The entities and persons released under this agreement are not parties to the Platform Litigations.

1.43 “**Virtual Gold Coins**” mean the form of virtual currency used in the Freemium Games provided in the Applications. A user may be given for free, or may purchase a license to use an increased number of Virtual Gold Coins that allow access for licensed use on the Applications, to increase the variety of available Freemium Games and to remove advertisements. Virtual Gold Coins are non-redeemable, non-transferrable and carry no cash value.

2. SETTLEMENT RELIEF

2.1. Consideration

- (a) The consideration for this Settlement shall consist of the following:
 - i. Virtual Coins Settlement Benefit. For all Settlement Class Members who do not file an Approved Election or file an opt-out request, such Member shall receive a virtual currency settlement based upon their Net Purchase Amount during the Class Period, specifically, an award of Virtual Gold Coins to their Account on the Application(s) equal to 27% of their Net Purchase Amount during the Class Period in dollars, less the Settlement Administration Expenses and Attorney Fees and Expenses, at a rate of 10000 Virtual Gold Coins per USD. For

example, a member with a Net Purchase Amount adjusted for Settlement Administration Expenses and Attorney Fees and Expenses totaling \$50.00 USD would receive an award of 500,000 Virtual Gold Coins to their Account ($\$50.00 \text{ USD} \times 10,000 \text{ Virtual Gold Coins per USD} = 500,000 \text{ Virtual Gold Coins}$). YSI may, in its sole discretion, with respect to all or some of the Class Members eligible for the Virtual Coin Settlement Benefit, amortize the delivery of Virtual Gold Coins over a period of up to 12 months, provided at least 20% of the Virtual Gold Coins due each User are deposited in the impacted User Accounts within 30 days of the commencement of the benefit.

- ii. **Cash Settlement Election.** For any Settlement Class Member who submits a timely Approved Election, such member shall be entitled to a refund in the form of a monetary payment equal to 23% of their Net Purchase Amount during the Class Period less the Settlement Administration Expenses and Attorney Fees and Expenses, provided that all Approved Elections shall be subject to a cumulative maximum cap of twenty five percent (25%) of the Estimated Total Benefit. In the event the cap is reached, the amount of cash attributable to all Approved Elections claims will be reduced pro rata, and such proportional reduction in the form of the remainder of the Net Purchase Amount shall rather be awarded in Virtual Gold Coins pursuant to subparagraph 2.1(a)(i) above.

- 1. Players who timely submit an Election Form but have not previously completed YSI's ordinary user verification and KYC process must provide sufficient information (to be requested on the election form) and successfully complete YSI's user verification process in

order to qualify for a cash refund payment. Class members who fail user verification shall not be entitled to receive the Cash Settlement but rather shall receive the Virtual Coins Settlement Benefit subject to subparagraph 2.1(a)(i) above.

2. This Parties agree that any payments or consideration provided to class members are based upon Net Purchase Amounts and shall be treated as a non-taxable refund of previously made purchases, and accordingly no Form W-9 shall be required from class members as a result of this Agreement.

and

- iii. Defendant shall comply with Section 2.2 below.

(b) Settlement Class Members shall have until the Election Deadline to submit an Election Form.

(c) Within 60 days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Elections by check or electronic payment.

(d) 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 90 calendar days after the date of issuance.

(e) 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 30 calendar days to correct the problem.

(f) To the extent that a check issued to a Settlement Class Member is not cashed within 90 calendar days after the date of issuance or an electronic deposit is unable to be

processed within 90 calendar days after the first attempt, such funds shall be returned to Defendant and such Settlement Class Member shall be provided virtual currency pursuant to Section 2.1(a)(i).

(g) In no event shall any amount be paid to Class Counsel except for the amount of an approved Fee Award.

2.2. Prospective Measures. In connection with this Settlement, in addition to the compensation offered to current and former users of the Applications under this Agreement, YSI shall agree to maintain each of the following steps whether implemented during the Covered Time Period or prior to the Covered Time Period:

2.2.1. YSI will maintain a webpage on the Applications that (1) encourages responsible gameplay; (2) describes what online gaming behavior disorders are; (3) provides or links to resources relating to online gaming behavior disorders; and (4) includes a link to YSI's self-exclusion policy. YSI will maintain a policy and will make commercially reasonable efforts to enforce that policy, such that customer service representatives will provide the same information to any player who contacts them and references or exhibits online game behavior disorders, and will face no adverse employment consequences for providing players with this information.

2.2.2. YSI shall publish on its website a voluntary self-exclusion policy in which players may terminate their ability to make purchases on the Applications or close their Application accounts entirely. That policy shall provide that, when a player self-excludes by specifying the relevant Player ID, YSI shall use commercially reasonable efforts to implement the player's request with respect to all account(s) associated with those Player ID(s). YSI shall retain discretion as to the particular method by which players may self-exclude; for example, YSI may permit players to self-exclude by contacting YSI customer support, completing a form on YSI's website, or any other reasonably accessible means. YSI shall use commercially reasonable efforts to prevent any circumvention of the player's request, including by

creation of a new account in either Application, from any account-related identifiers that are commercially and technically feasible, using commercially reasonable efforts, to be associated with the excluded account. Notwithstanding said provision, YSI shall not have any liability to any class member or other player who actively circumvent their own request and create a new account that YSI could not have reasonably prevented under such commercially reasonable efforts. After a self-exclusion request is addressed in full by YSI, YSI shall not remove these restrictions for the period identified in the self-exclusion policy at the time the self-exclusion is requested.

2.2.3. Always Free To Play Mechanics in Freemium Games. YSI will maintain game mechanics for the Applications to ensure that players who run out of sufficient Virtual Gold Coins to play Freemium Games are able to continue to play Freemium Games on the Applications without being required to make any purchase or to wait until they would have otherwise received free additional virtual coins in the ordinary course. Specifically, players who run out of Virtual Gold Coins will be able to continue to play at least one Freemium Game within the Applications in which they have established an account. This requirement shall apply solely with respect to the Freemium Games using Virtual Gold Coins offered on the Applications.

2.2.4. YSI retains the authority on how to specifically implement the measures described in (i)-(iii) above but agrees to consider in good faith suggestions by Davis Norris Clients on these issues prior to entry of a definitive settlement agreement, as well as any suggestions for further changes to the game modifications described in (iii).

2.2.5. Notwithstanding the above, the settlement will not require that YSI state or imply that it is engaged in gambling activities, and YSI will not implement any game modifications or enhancements that either directly or indirectly imply that YSI admits that The Davis Norris Client's legal claims have merit. The prospective

measures are undertaken solely as part of the settlement herein, and shall not be construed as admission that YSI's Applications constitute gambling activities, or otherwise any unlawful conduct. YSI expressly disclaims any admission or inference of liability or illegality.

3. RELEASES

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action, the Pending Actions, 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. Upon the Effective Date, the Released Parties, and each of them, further shall by operation of the Final Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement, or resolution of the Action, except for claims to enforce the terms of the Settlement.

3.4. Plaintiffs and all Settlement Class Members stipulate and agree that, with the changes delineated in Section 2.2 above that:

- 3.4.1. virtual coins in the Applications are gameplay enhancements, and are not:
 - A "thing" or "anything of value" under Ala. Code § 8-1-150, or
 - "something of value" under Ala. Code § 13A-12-20(11), or any successor versions of these statutes; An "other thing" under Ky. Rev. Stat. Ann. § 372.010, "anything of that value" under Ky. Rev. Stat. Ann. § 372.020, a "thing lost" under Ky. Rev. Stat. Ann. § 372.040, or "something of value" under Ky. Rev. Stat. Ann. § 528.010 both before and after the change to that statute on June 29, 2023, or any successor versions of these statutes;
 - An "other thing of value," "prize," or "goods" under Mass. Gen. Laws

Ann. ch. 137, § 1, “prize” under Mass. Gen. Laws Ann. ch. 271, § 5B, “goods” under Mass. Gen. Laws Ann. ch. 271, § 1, or “representative of value” or “other representative value” or “thing of value” under Mass. Gen. Laws Ann. ch. 23K, § 2, or any successor versions of these statutes; An “other valuable thing” under N.J. Stat. Ann. § 2A:40-5, “thing” or “things” under N.J. Stat. Ann. § 2A:40-6, or “something of value” under N.J. Stat. Ann. § 2C:37-1, or any successor versions of these statutes; An “other thing of value” or “thing of value” under Ohio Rev. Code §§ 3763.02, 3763.04, or “valuable consideration,” “anything of value,” “thing of value,” or “prize” Ohio Rev. Code § 2915.01, or any successor versions of these statutes; An “anything of value” under Tenn. Code Ann. § 29-19-104, a “thing” under Tenn. Code Ann. § 29-19-105, or “anything of value” under Tenn. Code Ann. § 39-17-501 (West) , or any successor versions of these statutes.

3.4.2. As long as those measures delineated in Section 2.2 above remain implemented in the Applications, all Plaintiffs and Settlement Class members are estopped from contending Virtual Gold Coins on the Applications are “something of value” under current law of Alabama, Kentucky, Massachusetts, New Jersey, Ohio and Tennessee, or that any aspects of the Applications are unlawful, deceptive or unfair and, for the avoidance of doubt, the release will include but will not be limited to (1) claims potentially subject to arbitration agreements; and (2) claims for amounts spent on in-game purchases within the Applications that are attributable to payment processing fees.

4. NOTICE

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

(a) Defendant shall provide the Class Counsel and the Settlement Administrator all Settlement Class Member contact information reasonably available to Defendant, including Player ID, names, emails addresses, and mailing addresses. To the extent reasonably available to Defendant, for each Player ID with a Net Purchase Amount greater than zero, Defendant shall further provide the Player ID's Net Purchase Amount.

(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 UserIDs); (2) *second*, use Election Forms to supplement, amend, verify, adjust, and audit the foregoing data, as necessary; and (3) *third*, verify the total Net Purchase Amount for each unique and identifiable person based upon data provided by the Parties. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights, distributing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

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

(a) *Direct Notice via Email and/or U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Election 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: (i) 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) if no valid email address is in the class list, but a valid U.S.

Mailing address is provided in the Class List, send Notice substantially in the form attached as Exhibit C via First Class U.S. Mail.

(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) *Election Notice.* 30 days before the Election Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Election 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 B, with minor, non-material modifications to indicate that it is an Election Notice email rather than an initial notice.

(d) *Settlement Website.* Within seven (7) days after Preliminary Approval, Notice shall be provided on a website accessible by Settlement Class Members which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Election Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

(e) *Digital Publication Notice.* The Settlement Administrator will supplement the direct notice program with a digital publication notice program that will deliver at least one million (1,000,000) impressions to likely Settlement Class Members. The digital publication notice campaign will be targeted, to the extent reasonable possible, to the Settlement States, will run for at least one month, and will contain active hyperlinks to the Settlement Website. The final digital notice advertisements, and the overall digital publication notice program to be used, shall be subject to the final approval of Defendant, which approval shall not be unreasonably withheld.

(f) *Notice.* To the extent Notice of this Settlement Agreement is required to be provided to any governmental entity, the Settlement Administrator shall provide such notice.

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

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

4.4. Right to Object or Comment. Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) any Player IDs or User IDs; (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.

4.5. Right to Request Exclusion. Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the case name, "*Robinson, et al. v. Yellow Social Interactive.*" or in some substantially similar, reasonably identifiable fashion, (iii) states the individual's Player ID or User 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 (a signature solely by an attorney purporting to represent the individual is insufficient), and (vi) contains a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class."

4.5.1. 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.

5. ELECTION 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 Election 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 Defendant’s 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 Defendant’s 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, and the number and value of electronic payments unprocessed. Without limiting the foregoing, the Settlement Administrator shall:

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

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

(c) Make available for inspection by Class Counsel and Defendant's Counsel the Election 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 Section 2.1.

5.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen elections for abuse or fraud and deny Election Forms where there is evidence of abuse or fraud, including by cross-referencing Approved Elections with the Class List. The Settlement Administrator shall determine whether an Election Form submitted by a Settlement Class Member is an Approved Election and shall reject Election Forms that fail to (a) comply with the instructions on the Election Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Election Form. In the event a person submits a timely Election Form by the Election Deadline but the Election 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 28 calendar days after the Election Deadline. In the event the Settlement Administrator receives such information more than 28 calendar days after the Election Deadline, then any such election shall be denied. The Settlement Administrator may contact any person who has submitted an Election Form to obtain additional information necessary to verify the Election Form.

5.4. Class Counsel and Defendant's Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of any particular Election 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 Defendant's

Counsel as to the validity of any disputed claim. Where Class Counsel and Defendant's Counsel disagree, the dispute shall be submitted to Dana Welch with Welch ADR who shall have the authority to resolve said dispute. Ms. Welch shall be paid for her reasonable time at her ordinary and reasonable hourly rate from the Settlement Fund, which shall be considered an Administrative Expense. For the avoidance of doubt, Ms. Welch shall have no authority to increase the size of the Settlement Fund, to seek or order additional discovery from Defendant, or to otherwise impact Defendant's liability or other obligations under the Settlement Agreement.

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 Plaintiffs as Class Representatives of the Settlement Class for settlement purposes only;
- (b) Appoint Class Counsel to represent the Settlement Class for settlement purposes only;
- (c) Preliminarily certify the Settlement Class under Ala. R. Civ. P. 23 for settlement purposes only;
- (d) Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- (e) Approve the form and contents of the Notice and the method of its dissemination to the Settlement Class; and
- (f) 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 Award and incentive award(s) to the Class Representative(s); 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 fourteen (14) days following the Election Deadline, Class Counsel shall move the Court for final approval and entry of a Final Judgment, which shall include, among other a provisions, a request that the Court:

- 6.2.1. Find that the Court has personal jurisdiction over all Settlement Class Members and Defendant for settlement purposes only and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- 6.2.2. 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;
- 6.2.3. Direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions;
- 6.2.4. Declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, Plaintiffs, members of the Settlement Class, and the Releasing Parties with respect to the Released Claims;
- 6.2.5. 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 Alabama Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

6.2.6. Find that the Class Representative(s) and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

6.2.7. 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;

6.2.8. Incorporate the Releases and Stipulations set forth in Section 3 above, make the Releases and Stipulations effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

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

6.2.10. 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.

7. TERMINATION

7.1. Defendant shall have the right, but not the obligation, to terminate the settlement agreement if more than 5% of the members of the Settlement Class object or exclude themselves from the settlement. Notification of intent to terminate the Settlement Agreement must be provided within ten (10) calendar days of the *earlier* of: (1) the date the Parties receive a final tabulation from the Settlement Administrator of the objections and requests for exclusion timely received by the Election Deadline and the Objection/Exclusion Deadline, or (2) the date the

Parties agree in good faith they have received sufficient evidence from the Settlement Administrator to establish beyond a reasonable doubt that no thresholds for a Section 7.1 Termination Notice have been or will be met. For example, if the Settlement Administrator—after the Election 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 thresholds for a Section 7.1 Termination Notice have been or will be met. If this Settlement Agreement is terminated, it will be deemed null and void ab initio.

7.2. Subject to Sections 9.1–9.3 below, the Parties to this Settlement Agreement shall additionally have the right to terminate this Agreement by providing a Termination Notice to all other Parties hereto within 21 calendar days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval or Final 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.

8. INCENTIVE AWARD(S) AND CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

8.1. The Fee Award. Pursuant to Ala. R. Civ. P. 23(h), Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys’ fees and costs out of the Settlement in an amount determined by the Court as the Fee Award. Class Counsel will limit its petition for attorneys’ fees and expenses to no more than 30% of the Settlement Amount, plus reimbursement of expenses. Defendant has agreed that it will not object to the foregoing request for fees and expenses. Payment of any Fee Award shall be made from the Defendant.

8.2. At Davis & Norris, LLP’s election, up to 50% of the Fee Award shall be payable from the Settlement Fund within 30 days after entry of the Court’s Final Judgment. The remaining amounts of the Attorneys’ Fees and Costs will be paid within 14 business days after the Effective Date. Payment of the Fee Award shall be made by wire transfer(s) to Class Counsel

in accordance with wire instructions to be provided to the Escrow Account agent, after completion of necessary forms, including but not limited to W-9 forms.

8.3. Incentive Awards. Class Counsel intend to file a motion for Court approval of incentive awards to the Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for these limitations, each of the Class Representatives will seek no more than \$10,000 as an incentive award. Defendant has agreed that it will not oppose the foregoing request for incentive awards. Any award shall be paid by the Settlement Administrator from the Escrow Account (in the form of a check to the Class Representative that is sent care of Class Counsel) within 5 business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement and, if there have been such objections, within 5 business days after the Effective Date.

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

9.1. Consistent with Section 1.13, 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:

- 9.1.1. The Parties have executed this Agreement;
- 9.1.2. The Court has granted Preliminary Approval;
- 9.1.3. 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 Alabama Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects, and such Final Judgment or other judgment consistent with this Agreement in all material respects has become final and non-appealable;
- 9.1.4. Defendant has funded the Settlement Fund; and
- 9.1.5. 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 (“Alternative Judgment”), and that has the approval of the Parties, 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 this Settlement Agreement shall be canceled and terminated subject to Sections 7.1 through 7.2 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties. 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 awards to the Class Representatives 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, the Parties shall be restored to their respective positions as of the date of the signing of this Agreement. 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 had never been entered into. Additionally, Plaintiffs shall voluntarily dismiss the Action, without prejudice.

9.4. In the event the Settlement is terminated or fails to become effective for any reason, the Settlement Fund, together with any earnings thereon at the same rate as earned by the Settlement Fund, less any taxes paid or due, less Settlement Administrative Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to Defendant within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendant’s Counsel to Class Counsel and the Settlement Administrator. At the request of Defendant’s Counsel, the Settlement Administrator or their designees shall apply for

any tax refund owed on the amounts in the Settlement Fund, if any, and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to Defendant or as otherwise directed.

10. CONFIDENTIALITY AND PUBLIC STATEMENTS

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

11. OTHER IMPORTANT PROVISIONS

11.1. Notwithstanding the above, YSI currently does not provide access to the Applications to Users located within Alabama, New Jersey, and Tennessee. With respect to the States of Kentucky, Ohio and Massachusetts, the parties acknowledge that YSI shall have the sole discretion to provide or withdraw its services in those states. To the extent any such withdrawal takes place after implementation of the Settlement, YSI shall allow affected Users not less than 60 days after the award of Virtual Gold Coins for the User to use such Virtual Gold Coins in an affected State, unless YSI is required to withdraw in less time or YSI is otherwise commercially unable to offer the services in that State for 60 days after the award of Virtual Gold Coins.

11.2. YSI has previously withdrawn services from Alabama, New Jersey, and Tennessee (each, a "Withdrawn State"). Any accounts in Alabama, New Jersey, Tennessee and/or any other State in which YSI withdraws the ability to make purchases shall be treated under this Agreement as Dormant Accounts. In addition, accounts which have become Dormant as a result of non-use or otherwise accounts of class members which become Dormant under YSI's policies and procedures shall also be treated as Dormant Accounts.

11.3. Dormant Accounts which are entitled to receive a Virtual Coin Settlement Benefit, shall only be enabled to access their account for the sole purpose of playing games with Virtual Gold Coins awarded under this Agreement for at least 60 day period after activation. If

an account is inactive for a period of 60 days or longer, the subject account may be terminated by YSI irrespective of the remaining balance, if any, of Virtual Gold Coins awarded by this Agreement, with the exception that if YSI chooses to amortize the delivery of Virtual Gold Coins over a period of up to 12 months, such accounts subject to amortization shall not be considered dormant or terminated prior to 60 days beyond the last grant of Virtual Gold Coins under the amortization plan.

11.4. Accounts which have been closed or terminated as a result of player-self exclusion or self-termination shall not be considered or treated as Dormant Accounts and shall not be enabled for game play. Players of such accounts shall be entitled to elect a Cash Settlement only.

11.5. Accounts which have been closed or terminated by YSI as a result of fraud or otherwise for cause in violation of YSI's Terms of Service shall not be considered or treated as Dormant Accounts and shall not be enabled for game play. Players of such accounts shall not be entitled to any benefits under this Agreement, and related purchases and redemptions shall be excluded from this Agreement. YSI shall seasonably identify such excluded accounts, with any disputes to be resolved by the mediator, Dana Welch.

11.6. In addition, to the extent any Dormant Account is reinstated under this Agreement, such accounts will first be reinstated with a zero balance of Virtual Gold Coins, Sweeps Coins and loyalty points or status, and only the specified amount of Virtual Gold Coins to fulfill the Virtual Coins Settlement Benefit under paragraph 2.1(a)(i) shall be linked to the subject account and appear in the virtual wallet reflecting balance of virtual coins. YSI shall have no obligation to restore or replace any virtual coins of any kind or any loyalty points or status previously associated with the subject account. Nor shall YSI have any obligation to consider or give effect to any redemption requests not previously completed or paid for any reason. All claims of class members regarding past balances of virtual coins or unfulfilled or rejected redemption requests are further deemed within the scope of the Release.

11.7. For the sake of clarity, such Dormant accounts shall not be entitled or enabled to receive any Sweepstakes Coins via any method (including write-in requests/AMOE) or participate in any Sweepstakes Games of any kind, shall further not be able to make any purchases, and shall not be entitled to receive any daily, standard or other form of free allocations of Virtual Gold Coins or Sweeps Coins for any reason or from any source.

11.8. In YSI's sole discretion and without any obligation to do so whatsoever, YSI may choose to enable and allow Dormant Accounts to make purchases, receive free awards, participate in Sweepstakes Games or receive other services from YSI. Should and to the extent YSI chooses to do so, YSI may communicate with affected accounts in the normal and ordinary course of business without further notice. Nothing in this Agreement shall be construed as prohibiting YSI, in its sole discretion, from providing any type of Services in any of the six States, provided the Prospective measures are maintained.

11.9. All Class Members receiving the Virtual Coins Settlement Benefit expressly agree that they have accepted and shall be bound by YSI's then applicable Terms of Service with respect to the use of such Virtual Gold Coins and any other future or additional services which may be provided by YSI. Such accounts may be required to receive and accept a pop-up and click wrap process affirming their agreement to the current Terms of Use. All virtual coins awarded under this Agreement shall expressly be subject to YSI's then applicable Terms of Service.

11.10. 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 Defendant's 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.

11.11. To the extent they have not already done so, the Parties shall file a joint request, contemporaneous with the filing of the motion for preliminary approval, for a stay of all of the Pending Actions described in paragraph A of the “Recitals” above. The Parties shall work together to ensure that the Pending Actions remain stayed while the terms of this Settlement Agreement are being effectuated. In the event the Court does not give Final Approval to this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner approved by the relevant courts or tribunals.

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

11.13. Each signatory to this Agreement 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.

11.14. 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.

11.15. 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 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 Defendant 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; and

(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 Plaintiffs' 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.

11.16. The Parties acknowledge and agree that any Party may request that the Court appoint a Settlement Special Master. Each Party explicitly reserves the right to oppose any such request. Any fees earned or costs incurred by any such Settlement Special Master shall be paid exclusively from the Settlement Fund and shall be treated in the same manner as Settlement Administration Expenses.

11.17. 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.

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

11.19. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. 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.

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

11.21. 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, and arrangements 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.

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

11.23. Plaintiffs represent and warrant that they have 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 they are fully entitled to release the same.

11.24. 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.

11.25. 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.

11.26. 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.

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

11.28. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or any admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

11.29. 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.

11.30. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel. For Plaintiff: Wesley W. Barnett, Davis & Norris, LLP, The Bradshaw House, 2154 Highland Avenue South, Birmingham, AL 35205. For Defendant: Bill Gantz, Duane Morris LLP, 100 High Street, Suite 2400, Boston, MA 02110-1724.

11.31. 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.

11.32. Defendant shall be given an opportunity to review and provide comments to Plaintiffs' preliminary and final approval briefs, and Plaintiffs shall consider in good faith all such comments.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IT IS AGREED TO BY THE PARTIES:

Date: _____

By: (signature) _____

Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

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By: (signature) _____

Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

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Date: 12/19/2025

Yellow Social Interactive

DocuSigned by:

By: (signature) _____

Paul Foster
A8670FF174B44E0...

Its: Director _____

Name: (printed) Paul Foster _____

IT IS SO STIPULATED BY THE COUNSEL:

IT IS AGREED TO BY THE PARTIES:

Date: _____

Date: 12/10/2025 _____

Date: _____

Date: _____

Date: _____

Date: _____

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Date: _____

By: (signature) _____

Name: (printed) _____

By: (signature)  _____
Signed by:
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Name: (printed) Steven Davis _____

By: (signature) _____

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Name: (printed) _____

By: (signature) _____

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By: (signature) _____

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IT IS SO STIPULATED BY THE COUNSEL:

IT IS AGREED TO BY THE PARTIES:

Date: _____

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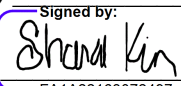
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Name: (printed) Sharon King

Date: _____

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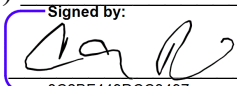
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Date: 12/10/2025

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Name: (printed) Carissa Pyles

Date: _____

By: (signature) _____

Name: (printed) _____

Yellow Social Interactive

By: (signature) _____

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Name: (printed) _____

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Date: _____

IT IS SO STIPULATED BY THE COUNSEL:

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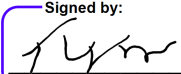
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Name: (printed) Thomas Viel

Date: _____

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Name: (printed) _____

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By: (signature) _____

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Yellow Social Interactive

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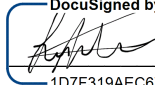
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Date: 12/11/2025

By: (signature) 

Name: (printed) Luke Whitney

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Yellow Social Interactive

By: (signature) _____

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Name: (printed) _____

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Date: _____

IT IS SO STIPULATED BY THE COUNSEL:

IT IS AGREED TO BY THE PARTIES:

Date: 12-10-2025

By: (signature) LaShaun N. Robinson

Name: (printed) LaShaun N. Robinson

Date: _____

By: (signature) _____

Name: (printed) _____

Date: _____

By: (signature) _____

Name: (printed) _____

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Yellow Social Interactive

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

IT IS SO STIPULATED BY THE COUNSEL:

Counsel for Class Representatives and the Settlement Class

Date: _____

By: (signature) _____

Name: (printed) _____

Davis & Norris, LLP

D. Frank Davis

Wesley W. Barnett

The Bradshaw House

2154 Highland Avenue South

Birmingham, Alabama 35205

(205) 930-9900

fdavis@davisnorris.com

wbarnett@davisnorris.com

BEDFORD, ROGERS, AND BOWLING, P.C.

Jeffrey L. Bowling

303 North Jackson Street

P.O. Box 669

Russellville, Alabama 35653

Telephone: 256.332.2880

jeff@rbmattorneys.com

Date: 12/23/2025

Counsel for Defendant Yellow Social Interactive Ltd.

By: (signature)  _____

Name: (printed) William M. Gantz

DUANE MORRIS LLP

William M. Gantz

bgantz@duanemorris.com

DUANE MORRIS LLP

100 High Street, Suite 2400

Boston, MA 02110

Tel: (857) 488-4234

*Counsel for Class Representatives and the
Settlement Class*

Date: 12/11/2025

By: (signature) 

Name: (printed) Wesley W. Barnett

Davis & Norris, LLP

D. Frank Davis

Wesley W. Barnett

The Bradshaw House

2154 Highland Avenue South

Birmingham, Alabama 35205

(205) 930-9900

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Russellville, Alabama 35653

Telephone: 256.332.2880

jeff@rbmattorneys.com

*Counsel for Defendant Yellow Social Interactive
Ltd.*

Date: _____

By: (signature) _____

Name: (printed) _____

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William M. Gantz

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