

# Notice of Class Action Settlement

*Lucky Chances, Inc., et al. v. The State of California, et al.,*  
Case No. 34-2020-80003510-CU-WM-GDS  
(Sacramento Superior Court)

*A Court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
Your legal rights, however, are impacted by whether you act or don't act.*

A judge of the California Superior Court for the County of Sacramento has granted preliminary approval of an agreement (“Agreement”) memorializing a settlement (“Settlement”) of the above-captioned class action (the “Action”). A copy of the Agreement is enclosed with this Notice of Settlement. Because your rights may be affected by the Agreement, it is important that you read the Agreement and this Notice of Settlement (“Notice”) carefully. Unless otherwise noted, capitalized terms in this Notice of Settlement will have the definitions stated in the Agreement. To the extent that any provisions of this Notice of Settlement conflict with the Agreement, the Agreement’s terms control.

The Court has provisionally certified the following class for settlement purposes (“Class”): “all persons in California licensed or registered at any time during the Class Period by or through the Commission as Cardrooms or Proposition Player Providers who paid Regulatory Fees as a Cardroom or Proposition Player Provider during the Class Period.” “Commission” means the California Gambling Control Commission. “Class Period” means the period January 1, 2005 until May 12, 2020. “Cardrooms” means non-tribal cardroom gambling establishments in the State of California licensed by or registered with the Commission. “Proposition Player Providers” means third party providers of proposition player services to Cardrooms in the State of California licensed by or registered with the Commission. “Regulatory Fees” means the regulatory fees that are the subject of the Action, namely the annual fees that Class Members were required to pay during the Class Period pursuant to Business and Professions Code section 19951, subdivisions (c) and (d) (as to Cardrooms), or pursuant to Business and Professions Code section 19984, subdivision (c) (as to Proposition Player Providers) as those statutes were in effect during the Class Period. The Agreements provides that Cardrooms and Proposition Player Providers within the Class are “Class Members.”

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement. Additional documents relating to the Action are posted online at the following webpage: [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com).

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY. IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

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## 1. Why Have I Received This Notice?

The records of the Commission indicate that you may be a Class Member. If finally approved and as described below, the Settlement will release all Class Members' claims related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period. Any Final Judgment entered in the Action will be binding on all Class Members who do not request exclusion. You may be receiving notice only as a *former* owner or operator of a Class Member and any right to participate in the Settlement may belong in whole or in part to later owners or operators of the Class Member, or to others.

A Preliminary Approval hearing was held on September 5, 2025 in the Action. The Court provisionally certified the Class and ordered that you receive this Notice of Settlement.

The Court found the Settlement terms (including the Settlement Amount of \$43,300,000.00) to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the Settlement on **December 4, 2026**, at 9:00 a.m. Pacific Time at the Sacramento Superior Court located in Department 8B of the Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. The Final Approval Hearing will be open to the public and you are authorized to attend.

## 2. What Is This Case About?

Plaintiffs Lucky Chances, Inc., V C Cardroom, Inc., Halcyon Gaming, LLC, Pacific Gaming Services, LLC, BJ Gaming, LLC, Fortune Players Group, Inc., Gold Gaming Consultants, Inc., Certified Players, Inc., LE Gaming Inc., and Rhino Gaming Inc. (together, "Named Plaintiffs") initiated the Action seeking class action relief against Defendants California Gambling Control Commission ("Commission"), the Bureau of Gambling Control (a Division of the California Department of Justice) ("Bureau"), the State of California ("State"), and Fiona Ma, in her official capacity as the State Treasurer ("Treasurer"). Named Plaintiffs seek the return of amounts collected as Regulatory Fees during the Class Period, which Named Plaintiffs allege exceed amounts allowed by the California Constitution and other applicable law. The Named Plaintiffs' legal complaint filed in the Action, along with other case documents, can be reviewed at the following webpage: [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com).

The Commission, Bureau, State, and Treasurer filed an answer disputing the allegations. They deny wrongdoing or liability in connection with any facts or claims that have been alleged in the Action. Nevertheless, Named Plaintiffs and the Commission and Bureau (together, "Defendants") entered into negotiations resulting in the Agreement. Among other things, the Agreement provides that Defendants will make a settlement payment of \$43,300,000.00. As part of the Settlement, the State and Treasurer would be dismissed from the case.

The Court has not ruled whether either party is correct. The Court has not made any determination as to whether the claims advanced by Named Plaintiffs have any merit. Instead, both sides have agreed to resolve the Action through the Settlement with no decision or admission of who is right or wrong. By agreeing to resolve the Action, the parties avoid the risks and costs of a trial. The Settlement represents a compromise and settlement of disputed claims and is not an admission by Defendants of any wrongdoing or an indication that any law was violated.

### 3. Am I a Class Member?

You are a Class Member in the Action if you fall within the following definition: “all persons in California licensed or registered at any time during the Class Period by or through the Commission as Cardrooms or Proposition Player Providers who paid Regulatory Fees as a Cardroom or Proposition Player Provider during the Class Period.” “Commission” means the California Gambling Control Commission. “Class Period” means the period January 1, 2005 until May 12, 2020. “Cardrooms” means non-tribal cardroom gambling establishments in the State of California licensed by or registered with the Commission. “Proposition Player Providers” means third party providers of proposition player services to Cardrooms in the State of California licensed by or registered with the Commission. “Regulatory Fees” means the regulatory fees that are the subject of the Action, namely the annual fees that Class Members were required to pay during the Class Period pursuant to Business and Professions Code section 19951, subdivisions (c) and (d) (as to Cardrooms), or pursuant to Business and Professions Code section 19984, subdivision (c) (as to Proposition Player Providers) as those statutes were in effect during the Class Period. If you qualify as a Class Member, you could receive money from the Settlement.

### 4. How Does This Class Action Settlement Work?

In the Action, Named Plaintiffs sued on behalf of themselves and all other similarly situated Cardrooms and Proposition Player Providers who were licensed by the Commission and who paid Regulatory Fees during the Class Period. The settlement of this Action resolves Class Members’ claims related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period, except for those Class Members who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The full Agreement is being provided to you with this Notice of Settlement. The Court must review the terms of the Settlement and finally determine if it is fair and reasonable to the Class. Additional records from the Court’s file are located at [GamblingFeeSettlement.com](http://GamblingFeeSettlement.com). If you have additional questions concerning the Settlement, you can contact the Administrator. The Administrator’s email and phone number are as follows: [info@GamblingFeeSettlement.com](mailto:info@GamblingFeeSettlement.com) and 1-888-832-7885.

### 5. Who Are the Attorneys Representing the Parties?

Class Counsel	Attorneys for Defendant
<p><b>Rutan &amp; Tucker, LLP</b> Steven Goon, Esq., David P. Lanferman, Esq., Lucas K. Hori, Esq. 18575 Jamboree Road, 9th Floor Irvine, CA 92612 Tel: (714) 641-5100</p> <p>J. Blonien, APLC Jarhett Blonien, Esq., Danielle Guard, Esq. 1121 L Street. Suite 105 Sacramento, CA 95814 Tel: (916) 441-4242</p>	<p><b>The Attorney General of the State of California</b> Michael Sapoznikow, Esq. P.O. Box 944255 Sacramento, CA 94244-2550 Tel: (916) 210-7348</p>

Questions? Go to [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com) or call the Administrator toll free at 1-888-832-7885

The Court has decided Rutan & Tucker, LLP as “Class Counsel” is qualified to represent the Class Members simultaneously for the purposes of the Settlement. Class Counsel is working on behalf of the Class. If you want your own attorney you may hire one at your own cost.

## 6. What Are My Options?

The purpose of this Notice of Settlement is to inform you of the Settlement and your options. Each option has consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice of Settlement. Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **SUBMIT A CLAIM:** *If you submit a Valid Claim, you will receive payment and release your claims.* Together with this Notice of Settlement, you are receiving a Claim Form. If you wish to receive payment under the Settlement, you must follow the instructions in Section 11 below and in the Claim Form to provide information concerning the amount of Regulatory Fees you paid. If you submit a Valid Claim, you will become part of the Settlement Class and will be eligible to receive a pro rata portion of the Settlement Amount. Correspondingly, you will release any claims you may have related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period, and you will give up your right to pursue those claims.
- **OPT OUT:** *If you do not want to participate as a Class Member and do not want to receive monetary compensation under the Settlement, you may “opt out,” and you will not be part of the Settlement.* If the Court grants Final Approval of the Settlement, you will not receive compensation, but you will preserve any rights you may have to sue Defendants on your own behalf based on claims related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period.
- **OBJECT:** *You can ask the Court to deny approval of this Settlement by filing an objection.* You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court overrules your objection and you submit a Valid Claim, you will become part of the Settlement Class and will be eligible to receive a pro rata portion of the Settlement Amount if you have submitted a Claim Form by the applicable deadline. Correspondingly, you will release any claims you may have related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period, and you will give up your right to pursue those claims. You cannot both object to the Settlement and opt out of the Settlement.
- **DO NOTHING:** *If you do nothing, your claims will be released and you will not receive payment.* If you do nothing and the Court grants Final Approval of the Settlement, you will release any claims you may have related to or arising from the claims asserted in the Action for return of Regulatory Fees paid during the Class Period, and you will give up your right to pursue those claims. Further, if you do not submit a Claim Form, you will not receive compensation under the Settlement. Therefore, your claims will be released and you will not receive payment.

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The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from This Settlement?,” “How Do I Object to the Settlement?,” and “How Can I Submit A Claim Form.” ***Regardless of which option you choose, you must keep the Administrator advised of any change of address.***

## **7. How Do I Opt Out or Exclude Myself from This Settlement?**

If you do not wish to participate in the Settlement, ***and do not want to receive compensation under the Settlement***, you can exclude yourself from the Settlement (i.e., “opt out”). Any Class Member who wishes to opt-out and be excluded from the Class must email or mail a signed written request for exclusion to the Administrator specifying that they want to be excluded from the Class to the following email address or mailing address:

Lucky Chances v. State of California  
Exclusions  
PO Box 2468  
Portland, OR 97208-2468  
info@GamblingFeeSettlement.com

The written request for exclusion must include the following: (i) the name, address, and telephone number of the Class Member to be excluded; (ii) if applicable, the name, address and telephone number of any person claiming to be legally entitled to submit an exclusion request on behalf of the Class Member and the basis for such legal entitlement; and (iii) a clear indication that the Class Member wants to be excluded from the Class. A representative who actually represents multiple Class Members may submit a single exclusion request naming all such Class Members, but a representative who actually represents only one Class Member may not submit a blanket request for exclusion on behalf of a class of similarly situated Class Members. A request for exclusion submitted by one or more representatives of a Class Member will constitute a request on behalf of all others who claim to represent that Class Member.

The deadline for requesting exclusion from the Class is 60 days from the date the Notice of Settlement was initially postmarked and/or sent via email. Please maintain a copy of all documents sent to the Administrator. The Court will exclude from the Settlement any Class Member who submits a complete and timely request for exclusion as described above. Any Class Member who fails to submit a valid and timely request for exclusion on or before the deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives Final Approval from the Court.

## **8. How Do I Object to the Settlement**

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement and/or Class Counsels’ proposed methodology for calculating Attorneys’ Fees and Costs, personally or through an attorney.

Any Class Member who wishes to object in writing must email or mail a signed written objection to the Administrator at the following email address or mailing address:

Lucky Chances v. State of California  
Objections  
PO Box 2468  
Portland, OR 97208-2468  
info@GamblingFeeSettlement.com

**Questions? Go to [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com) or call the Administrator toll free at 1-888-832-7885**

Any written objection must include the following: (i) the objector's name, address, and telephone number; (ii) if applicable, the name, address, and telephone number of any person claiming to be legally entitled to object on behalf of a Class Member and the basis of such legal entitlement; (iii) all grounds for the objection; and (iv) whether the objector is represented by counsel and, if so, the identity of such counsel. An objection submitted by one or more representatives of a Class Member will constitute an objection on behalf of all others who claim to represent that Class Member.

The deadline for submitting written objections is 60 days from the date the Notice of Settlement was initially postmarked and/or sent via email. Class Counsel will then file with the Court any objections received.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel, even if they did not submit a written objection and may speak at that time regarding objections. Class Members' timely written objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will be bound by the terms of the Settlement. If an objecting Class Member wishes to receive compensation under the Settlement in the event the objection is overruled, the objecting Class Member must also submit a Claim Form in accordance with Section 11.

## **9. How Does This Class Action Settlement Affect My Rights? What are the Released Claims?**

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge the Commission and the Bureau consistent with the releases contained in the Settlement. Specifically, those releases are as follows:

- ***Release of Claims By the Settlement Class.*** As of the deposit of the Settlement Amount in the Settlement Fund, and except as set forth by this Agreement, all members of the Settlement Class shall be deemed to have released and forever discharged Defendants from any and all existing liability, demands, causes of action, suits, reimbursements or responsibility of any kind related to or arising from the claims asserted in the Action, or which reasonably could have been alleged based on the factual allegations in the Action, including but not limited to any claims relating to the validity and lawfulness of the imposition, calculation, collection, accounting and use of Regulatory Fees, license application fees, and license application background deposits paid during the Class Period.
- ***Release of Claims By Defendants.*** As of the deposit of the Settlement Amount in the Settlement Fund, and except as set forth by this Agreement, Defendants shall be deemed to have released and forever discharged all members of the Settlement Class from any and all existing liability, demands, causes of action, suits, reimbursements or responsibility of any kind, whether known or unknown, for return or payment of Regulatory Fees incurred during the Class Period.

It is an essential element to the defendants' participation in the Settlement that they obtain the fullest possible release from further liability relating to the claims subject to the release described above, and the parties intend the Settlement to eliminate all further risk of liability of the defendants relating to those claims. Accordingly, the parties will request that the Court include in its order granting Final Approval a provision that any Class Member receiving notice of the Notice of Settlement, or having actual or constructive knowledge of the Notice of Settlement, other than those who submit a timely request for exclusion, shall be permanently barred from bringing any claims released by the Settlement Class.

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## 10. How Much Can I Expect to Receive from This Settlement?

Defendants will pay, subject to Court approval, the Settlement Amount of \$43,300,000.00. The Settlement Amount, and any interest or growth generated from the Settlement Amount, will first be used to pay in the following order of priority: (1) Administrative Costs due to the Administrator, (2) Attorneys' Fees and Costs due to Class Counsel, (3) Service Awards to the Named Plaintiffs in an amount not to exceed \$2,500.00, and (4) any other expenses mandated by this Agreement. Thereafter, the Administrator will use the remaining amount (the "Net Settlement Amount") to pay Valid Claims submitted by Class Members.

The method for apportioning and distributing the Settlement Amount is described in Section XV of the Agreement and the Agreement's provisions shall control. Each Class Member with one or more Valid Claims shall be entitled to a pro rata portion of the Net Settlement Amount. Following the expiration of the Final Opt-out Deadline and after making a determination of the amount and validity of each Claim, the Administrator shall sum the total amount of all Valid Claims. That pro rata portion shall be calculated by dividing the amount of the Class Member's Valid Claim by the sum total of all Valid Claims. The following hypothetical example is provided only for purposes of demonstrating this methodology and assumes the following: "Class Member A" has an exemplar Valid Claim of \$100.00. The exemplar sum total of all Valid Claims is \$1,000.00. The exemplar Net Settlement Amount is \$500.00. Under these circumstances, "Class Member A" is entitled to 10% of the Net Settlement Amount, because "Class Member A's" total Valid Claim (\$100.00) is 10% of the total of all Valid Claims (\$1,000.00). Multiplying the exemplar Net Settlement Amount of \$500.00 by 10%, "Class Member A" would be entitled (as an example) to a pro rata portion of recovery under the Settlement of \$50.00. The amount of payment to each Class Member with a Valid Claim shall be capped at the amount of the Regulatory Fees actually paid by that Class Member during the Class Period, as determined pursuant to Section XV of the Agreement.

Because the Administrator has not yet received Claim Forms from the Class Members and has not yet received requests for exclusions from the Settlement, your exact share of the Net Settlement Amount cannot be calculated. At this time, Defendants have estimated that during the Class Period, the Commission collected an approximate total of \$174,841,252.30 in Regulatory Fees from Class Members. The Net Settlement Amount (before deductions) therefore constitutes approximately 25% of that total amount.

The payment of the amounts of Valid Claims to Class Members could be deemed taxable. The Administrator shall provide Defendants a list of all amounts paid to Class Members under the Settlement which shall include the name of the Class Member, the amount of payment, and the date payment was sent to the Class Member. The Administrator is responsible for distribution of the benefits provided to Class Members. The parties to the Action shall bear no responsibility for the tax liability associated with any payment to the Class Members.

Defendants are expected to fund the Settlement Amount no later than ten days after the Effective Date. Compensation for Valid Claims will be distributed within approximately fifteen days of the funding of the Settlement Amount.

It is strongly recommended that upon receipt of any settlement compensation, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

## 11. How Can I Submit A Claim Form?

A Claim Form with instructions is enclosed with this Notice of Settlement. In order to be eligible for payment under the Settlement, Class Members must timely return a Claim Form signed under penalty of perjury by a valid representative of the Class Member. The deadline for returning this Claim Form is 60 days from the date the Notice of Settlement was initially postmarked and/or sent via email. A Claim Form that is untimely or incomplete will not be considered by the Administrator.

A Claim Form must be accompanied by a completed and executed IRS Form W-9, which will be used for tax reporting purposes, including, but not limited to, issuance of an IRS Form 1099.

If any entity that is dissolved or inactive according to the records of the California Secretary of State submits a Claim Form, it must submit its plan of dissolution concurrently with its Claim Form or follow the revivor process required by the jurisdiction(s) governing the existence of the entity during the Class Period before submitting its Claim Form. A dissolved or inactive Class Member which fails to submit its plan of dissolution demonstrating how proceeds are to be distributed with its Claim Form or fails to complete the revivor process before submitting its Claim Form will not be eligible for payment in the Settlement.

Any Claim Form being submitted by a former owner or operator of a Class Member must be accompanied by records establishing the existence and extent of the interest currently held by the former owner or operator in the Class Member's business or otherwise establishing the existence and extent of the former owner or operator's legal right to participate in the Claim.

## 12. How Will My Claim Form Be Reviewed?

The Commission has maintained a list of the Class Members (the "Class List") containing information including the amount of Regulatory Fees paid by each Class Member during the Class Period, taking into account any refunds, credits, or other adjustments. The Administrator will compare information in the Claim Forms against the information in the Class List. The Administrator will review and verify the following for each Claimant:

- i. The Class Members' name, license number(s), and mailing address, including any updated mailing address listed on the Claim Form;
- ii. The execution of the Claim Form under penalty of perjury by a valid representative of the Class Member;
- iii. The amount of Regulatory Fees paid by the Claimant as stated in the Class List; and
- iv. The amount of Regulatory Fees claimed by the Class Member in the Claim Form.

The Administrator will identify and remove Claim Forms relating to any Claimant which did not pay Regulatory Fees during the Class Period. Such Claim Forms will not be deemed a Valid Claim.

The Administrator will determine whether a timely, signed Claim shall be treated as a Valid Claim as follows:

- i. The Administrator shall treat the amount of Regulatory Fees paid by the Class Member as stated in the Class List (and as printed on the issued Claim Form) as the presumptively accurate amount of fees paid by a Class Member (before adjustment to avoid payment of duplicate or overlapping fees).
- ii. If a Claimant indicates on a Claim Form that it agrees with the amount of Regulatory Fees paid by the Claimant as stated in the Class List (and as printed on the issued Claim Form) and otherwise completes the Claim Form and returns the necessary documents, it shall be deemed

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a Valid Claim, subject to adjustment for duplicate or overlapping claims submitted on behalf of the same Class Member. The amount of the Claim will be the amount of Regulatory Fees paid by the Claimant as stated in the Class List (and as printed on the issued Claim Form), subject to adjustment for duplicate or overlapping claims submitted on behalf of the same Class Member.

- iii. If a Claimant indicates on a Claim Form that it actually paid an amount of Regulatory Fees that is *less than* the amount of Regulatory Fees paid by the Claimant as stated in the Class List (and as printed on the issued Claim Form) and otherwise completes the Claim Form and returns the necessary documents, it shall be deemed a Valid Claim, subject to adjustment for duplicate or overlapping claims submitted on behalf of the same Class Member. The amount of the Claim will be the lesser amount of Regulatory Fees that the Claimant asserts it actually paid, subject to adjustment for duplicate or overlapping claims submitted on behalf of the same Class Member.
- iv. If a Claimant indicates on a Claim Form that it actually paid an amount of Regulatory Fees *greater than* the amount of Regulatory Fees paid by the Claimant as stated in the Class List (and as printed on the issued Claim Form), the Claimant must submit with the Claim Form conclusive documentary evidence that the Claimant paid the amount of Regulatory Fees asserted by the Claimant in the Claim Form. (“Conclusive documentary evidence” requires conclusive evidence as to the amount of the payment, the purpose of the payment, and the entity on whose behalf the payment was made.) If such evidence is not submitted with the Claim Form, then the Administrator shall request that the Claimant provide such evidence within thirty (30) days of the Administrator’s receipt of the Claim Form. If the Claimant timely submits conclusive documentary evidence supporting the amount of Regulatory Fees claimed by the Claimant and otherwise completes the Claim Form, then the Administrator shall deem the Claim a Valid Claim in the amount Claimant asserts it actually paid. If the Class Member fails to timely respond or fails to timely provide conclusive evidence of having paid the amount of Regulatory Fees claimed by the Claimant but otherwise completes the Claim Form and returns the necessary documents, then the Administrator shall deem the Claim a Valid Claim, but the Claimant will be deemed to have paid the amount as stated in the Class List (and as printed on the issued Claim Form). The amount of the Claim will be the amount of Regulatory Fees paid by the Claimant as stated in the Class List (and as printed on the issued Claim Form).

The Administrator will determine whether multiple Claim Forms have been submitted on behalf of any Class Members. Such Claim Forms will not be deemed Valid Claims without adjustment to avoid payment in duplicate or overlapping amounts. The Administrator’s determination of the validity and amount of a Claim is final and will not be subject to review by Named Plaintiffs, Class Counsel, Defendants, or Defendants’ Counsel.

If during the process described above, the Administrator discovers what it believes to be a Claim Form that appears to have been knowingly submitted with false or fraudulent information, the Administrator shall inform the Parties’ respective counsel. The Administrator shall request documentation supporting the information provided in the Claim Form. If the requested additional information is not provided within thirty (30) days after the date the request is made, the Claim may be deemed invalid based on the Administrator’s determination and no amount shall be due the Claimant. Notwithstanding the above, Defendants may, in their sole discretion, refer any Claim Form that they believe were knowingly submitted with false or fraudulent information to whatever law enforcement agency they deem appropriate for investigation and potential prosecution.

### **13. How Will the Attorneys for the Class and the Class Representative Be Paid?**

Class Counsel will be paid from the Settlement Amount. Subject to Court approval, at the Final Approval Hearing, Class Counsel will apply to the Court for an award of attorneys' fees of no more than 33.3333% of the Settlement Amount (i.e., \$14,433,319.00). Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel (excluding any costs for the Administrator) not to exceed the amount of \$25,000.00. The Administrator will also be paid its actual costs, subject to Court approval. Finally, the Named Plaintiffs may apply at the Final Approval Hearing for Service Awards not to exceed \$2,500.00.

An Attorneys' Fees and Costs award must be approved by the Court, and individual Class Members will not be responsible themselves for paying any attorneys' fees, costs, litigation expenses, administration expenses (unless they elect to retain their own attorney at their own expense). Defendants have paid all their own attorneys' fees and costs.

### **14. Final Approval Hearing**

Any relief to the Class is contingent on the Court's Final Approval. The Court will hold a Final Approval Hearing concerning the proposed settlement on **December 4, 2026**, at 9:00 a.m. Pacific Time before the Honorable Lauri A. Damrell at the Sacramento Superior Court, located in Department 8B of the Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. Directions for appearing at the hearing remotely may be found on the Sacramento Superior Court website. The Final Approval Hearing will be open to the public and you are authorized to attend. You may appear on your own or through counsel of your own selection (at your own expense). If you or your counsel desire to appear remotely at the Final Approval Hearing, you can join via the Department 8B's Zoom link or phone number at the following access information:

- To join by Zoom link: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>
- To join by phone: (833) 568-8864, Meeting ID: 161 8473 8886

Any changes to the hearing date will be available on the Administrator's website [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com).

Class Members have the right to object to the Settlement and to appear at the Final Approval Hearing in support of any timely and validly submitted objection. You do not need to appear at this hearing unless you have timely submitted an objection to the Settlement or if you wish to object to the Settlement at the hearing.

### **15. How Do I Get More Information And Communicate With The Administrator?**

If you need more information or have any questions, or would like electronic copies of documents relating to the Action or the Settlement, you may contact the Administrator at the following telephone number, email address, and physical address:

Lucky Chances v. State of California  
PO Box 2468  
Portland, OR 97208-2468  
[info@GamblingFeeSettlement.com](mailto:info@GamblingFeeSettlement.com)  
1-888-832-7885

Please refer to the "Gambling Control Fund Class Action Settlement."

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Agreement, which is attached with this Notice of

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Settlement. Additional documents relating to the Action are posted online at the following webpage: [www.GamblingFeeSettlement.com](http://www.GamblingFeeSettlement.com). The full pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Superior Court of California, County of Sacramento's electronic filing and service website at <https://www.saccourt.ca.gov/default.aspx>. You may also contact the Administrator if you would like to review additional documents. ***Please do not telephone the Court or Defendants' Counsel for information regarding this settlement or the claims process.***

In order to facilitate communication with the Administrator, please contact the Administrator upon receipt of this Notice of Settlement to provide your most recent contact information, including your current mailing address, email address, and telephone number.