

## AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Through this Amended Class Action Settlement Agreement and Release (“Agreement”), it is hereby stipulated and agreed, by and between Plaintiffs Lucky Chances, Inc., V C Cardroom, Inc., Halycon 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. (collectively, “Named Plaintiffs”), on behalf of themselves and the class that they seek to represent (defined below as the “Class”), on the one hand, and Defendants California Gambling Control Commission (the “Commission”) and the Bureau of Gambling Control (a Division of the California Department of Justice) (the “Bureau”) (collectively “Defendants”), on the other hand, that the proceedings in the Superior Court of the State of California, County of Sacramento (“Court”) in Case No. 34-2020-80003510-CU-WM-GDS, captioned Lucky Chances, Inc., et al. v. The State of California, et al. (“Action”) (originally filed as Lucky Chances, Inc., et al. v. The State of California, et al., Case No. CPF-20-51786, in the Superior Court of the State of California, County of San Francisco), are settled and resolved on the terms set forth in this Agreement and its Exhibits, subject to and conditioned upon the approval of the Court and the entry of Final Judgment.

### I. DEFINITIONS.

As used in this Agreement, capitalized terms have the meaning assigned to them in the Preamble or below:

1. “Administrative Costs” means the actual reasonable costs charged by Administrator for its services in connection with the Settlement and includes the costs of carrying out the responsibilities set forth in and consistent with this Agreement. Administrative Costs do not include other fees, costs or expenses, including Attorneys’ Fees and Costs.
2. “Administrator” means the third-party administrator retained to administer the Settlement, including providing the Notice of Settlement, overseeing the claims process, managing distributions to the Class Members, and performing other tasks provided for in this Agreement.
3. “Attorneys’ Fees and Costs” means the funds awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses incurred in connection with the Action and Settlement.
4. “Cardrooms” means non-tribal cardroom gambling establishments in the State of California licensed by or registered with the Commission.
5. “Claim” means the claim of a Class Member (or a legal representative of the Class Member) submitted using the Claim Form in compliance with the procedure provided in this Agreement as described in Section XIV.
6. “Claimant” means each Class Member who submits a Claim pursuant to this Agreement.

7. “Claim Deadline” means sixty (60) days following the Notice Date for a given Class Member unless a different date is ordered by the Court.

8. “Claim Form” means the claim form agreed to by the Parties attached to this Agreement as Exhibit 3.

9. “Class Counsel” means:

Rutan & Tucker, LLP  
 Attn: Steven Goon, Esq., David P. Lanferman, Esq., Lucas K. Hori, Esq.  
 18575 Jamboree Road, 9<sup>th</sup> Floor  
 Irvine, CA 92612  
 Tel: (714) 641-5100  
 Email: sgoon@rutan.com; dlanferman@rutan.com; lhori@rutan.com.

J. Blonien, APLC  
 Attn: Jarhett Blonien, Esq., Danielle Guard, Esq.  
 1121 L Street, Suite 105  
 Sacramento, CA 95814  
 Tel: (916) 441-4242  
 Email: jarhett@jblonien.com; dguard@jblonien.com.

10. “Class” means 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.

11. “Class List” means a list of the Class Members described in Section V containing information maintained by Defendants for the Class Members.

12. “Class Member” or “Class Members” mean Cardrooms and Proposition Player Providers within the Class.

13. “Class Member Database” means an electronic database that will be created and maintained by Administrator. It will contain all data and information provided to Administrator by the Parties relating to the Class Members, including the Class List, as well as any data and information provided by the Class Members during the course of the administration of this Agreement, including data on Claim Forms.

14. “Class Period” means the period January 1, 2005 until May 12, 2020.

15. “Complaint” mean the operative complaint in the Action dated May 12, 2020.

16. “Defendants’ Counsel” means:

The Attorney General of the State of California  
 Attn: Michael Sapoznikow, Esq.  
 1300 I Street, Suite 125  
 P.O. Box 944255

Sacramento, CA 944255  
Tel: (916) 210-7516  
Email: michael.sapoznikow@doj.ca.gov

17. “Effective Date” means the date on which the Agreement becomes effective as described in Section XI.

18. “Final Approval Hearing” means a Court hearing during or following which the Court will make the determinations described in Section X and enter Final Approval and Final Judgment in this Action.

19. “Final Approval” means an order issued by the Court finally approving this Agreement as binding upon the Parties and the Class Members.

20. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval.

21. “Final Opt-out Deadline” means the date fourteen (14) days after the Administrator sends via email to Class Counsel and Defendants’ Counsel a complete list of Class Members who submitted requests to exclude themselves from the Class before the Initial Opt-Out Deadline, as described in Section VIII.5.

22. “Funding Date” means the day which is ten (10) days after the Effective Date.

23. “Initial Opt-out Deadline” means sixty (60) days following the Notice Date for a given Class Member unless a different date is ordered by the Court.

24. “Net Settlement Amount” means the amount of funds that remain from the Settlement Amount after Administrator deducts from the Settlement Amount (1) Administrative Costs, (2) Attorneys’ Fees and Costs, (3) Service Awards, and (4) any other expenses mandated by this Agreement.

25. “Notice of Settlement” means the notice that will be provided to the Class Members informing them of Preliminary Approval and this Agreement. The Notice of Settlement will at a minimum contain the information set forth in Section VI. The Notice of Settlement in a format agreed to by the Parties is attached as Exhibit 2.

26. “Notice Date” means the initial date on which the Notice of Settlement is deposited by Administrator in the mail to Class Members pursuant to Section VII. The Notice Date shall be no later than thirty (30) days after the Court’s issuance of Preliminary Approval unless a different date is ordered by the Court. Notwithstanding the first sentence, if a Notice of Settlement is re-mailed to any Class Member pursuant to Section VII.5, the Notice Date for that Class Member shall be extended fourteen (14) days and shall be deemed the date fourteen (14) days after the initial date on which the Notice of Settlement is first postmarked and deposited by Administrator in the mail to that Class Members pursuant to Section VII.

27. “Objection Deadline” means sixty (60) days following the Notice Date for a given Class Member unless a different date is ordered by the Court.

28. “Party” or “Parties” means individually or collectively Named Plaintiffs and Defendants.

29. “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.

30. “Preliminary Approval” means an order entered by the Court preliminarily approving the terms and conditions of this Agreement, substantially in the form of Exhibit 1.

31. “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.

32. “Service Awards” means service awards for each of the Named Plaintiffs in an amount not to exceed \$2,500.00.

33. “Settlement” means the disposition of the Action effected by this Agreement.

34. “Settlement Amount” means \$43,300,000.00.

35. “Settlement Class” means a class of all Class Members except those who have opted out of the Class pursuant to Section VIII.

36. “Settlement Fund” means a fund that will be established by Administrator under 26 U.S.C. § 468B for the purpose of receiving and distributing the Settlement Amount.

37. “Valid Claim” means a claim submitted on a Claim Form and reviewed and approved for payment by Administrator.

## II. BACKGROUND.

1. Named Plaintiffs are entities that filed the Action on behalf of the Class alleging claims against Defendants, the State of California (the “State”), and Fiona Ma in her official capacity as California State Treasurer (“Treasurer”) for 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. Named Plaintiffs assert their claims are valid.

2. Defendants filed an answer disputing the allegations. Defendants deny wrongdoing or liability in connection with any facts or claims that have been alleged in the Action. Nevertheless, Named Plaintiffs and Defendants consider it desirable to resolve the Action.

3. No class has yet been certified in the Action.

4. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the Action, Named Plaintiffs, on behalf of the Class, have agreed to settle the Action pursuant to this Agreement, after considering, among other things: (1) the substantial

benefits to the Class under the terms of this Agreement, including the Settlement Amount; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and inevitable delays inherent in such litigation, including appeals regardless of which side prevails at trial; and (3) the desirability of consummating this Agreement promptly in order to provide expeditious and effective relief to the Class, which includes Class Members that have waited years for the resolution of this matter and have an immediate interest in securing the benefits of this Agreement as soon as possible.

5. This Agreement was reached after arm's-length settlement negotiations among and between Named Plaintiffs and Defendants which included written and verbal negotiations stretching over 18 months. During that time, Defendants produced thousands of records to help inform settlement discussions, including extensive summaries of Regulatory Fees paid. These discussions and arm's-length negotiations resulted in the Settlement Amount of \$43,300,000.00.

6. This Agreement is the result of an informed and detailed analysis of Named Plaintiffs' claims and Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation. Class Counsel and Defendants' Counsel have each independently investigated the facts relating to the Action. Based on the documents produced and information provided, as well as the investigations and evaluations by Class Counsel and Defendants' Counsel, the Parties believe that the Agreement is fair, reasonable, and adequate, and in the best interest of the Class and Defendants in light of all known facts, circumstances, and litigation positions.

7. Class Representatives and Defendants have concluded that settlement of their dispute is preferable to litigation, and without admitting the other's positions, have agreed to resolve their dispute through this Agreement.

8. This Agreement reflects a compromise between the Parties and shall in no event be construed as an admission by any Party of the validity of any claim or defense.

### **III. PRELIMINARY APPROVAL.**

1. Preliminary Approval. Within thirty (30) days of full execution of this Agreement, Named Plaintiffs shall file with the Court a motion pursuant to California Rules of Court, Rule 3.769(c) seeking Preliminary Approval of the Settlement. That motion shall:

- i. Seek approval of the Settlement as within a range suitable for final approval;
- ii. Request certification of the Class on a provisional basis for settlement;
- iii. Request an order appointing Class Counsel as class counsel;
- iv. Request an order approving Named Plaintiffs as class representatives;
- v. Seek appointment of Administrator;

vi. Request an order approving the Notice of Settlement and the process for providing that notice described in this Agreement and attached in the plan for Notice of Settlement attached as Exhibit 5; and

vii. Otherwise request the Court to enter an order substantially in the form attached as Exhibit 1 to this Agreement.

2. Attorneys' Fees and Costs Methodology. The motion for Preliminary Approval shall disclose to the Court the methodology that Class Counsel will employ in calculating its request for Attorneys' Fees and Costs, with an estimate of the dollar amount of Attorneys' Fees and Costs Class Counsel will request. Class Counsel will not ask the Court to award Attorneys' Fees and Costs until Named Plaintiffs file a motion for Attorneys' Fees and Costs at the time that Named Plaintiffs file a motion for Final Approval.

3. Submissions. In seeking Preliminary Approval, Named Plaintiffs' filings shall include (1) a copy of this Agreement, (2) the form Preliminary Approval order attached as Exhibit 1, (2) the Notice of Settlement attached as Exhibit 2, (3) the form Claim Form attached as Exhibit 3, (4) the form notice for publication attached as Exhibit 4, and (5) the plan for Notice of Settlement attached as Exhibit 5.

4. Request for Final Approval Hearing. In connection with the motion for Preliminary Approval, Named Plaintiffs shall ask the Court to set a date for the Final Approval Hearing as soon as practicable, but in no event earlier than two-hundred-fifteen (215) days after Preliminary Approval.

5. Request for Final Attorneys' Fees and Costs Hearing. In connection with the motion for Preliminary Approval, Named Plaintiffs shall ask the Court to set a date for a hearing on Named Plaintiffs' motion for Attorneys' Fees and Costs and Service Awards on the same date as the Final Approval Hearing.

6. Defendants' Response. Defendants will not oppose Named Plaintiffs' motion for Preliminary Approval so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendants' Counsel with a reasonable opportunity to review, and provide comments on, the motion for Preliminary Approval before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing Preliminary Approval, advise the Court if Defendants disagree with any of the factual statements included by the Named Plaintiffs in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

#### **IV. ADMINISTRATOR.**

1. Administrator. In seeking Preliminary Approval, Named Plaintiffs will seek a Court order to engage Epiq as Administrator. Defendants will not oppose that request.

2. Duties. In addition to the other duties set forth in this Agreement, Administrator shall be responsible for the following:

- i. Providing Notice of Settlement;
- ii. Creating and maintaining a toll-free number that Class Members can call to request information concerning the Settlement or Agreement;
- iii. Creating and maintaining a website relating to the Settlement using a short and simple web address relevant to the claims in the Action;
- iv. Receiving objections and opt-outs and providing them jointly to Class Counsel and Defendants' Counsel in a timely manner;
- v. Creating and maintaining the Class Member Database;
- vi. Establishing the Settlement Fund;
- vii. Monitoring and receiving the Settlement Amount;
- viii. Calculating and overseeing distribution of settlement payments and, as further provided in Section XIV below, addressing any conflicts that may arise between different claims that are presented on behalf of the same Class Member;
- ix. Protecting the confidentiality of personal identifying information Administrator receives regarding the Class Members and destroying such information upon the completion of Administrator's duties;
- x. Providing information or declarations as the Parties request to assist with seeking Preliminary Approval and Final Approval, including an affidavit concerning the Notice of Settlement;
- xi. Jointly consulting with Defendants' Counsel and Class Counsel concerning any relevant issues;
- xii. Utilizing and hiring professionals to assist in the completion of any tasks assigned to Administrator; and
- xiii. Such other tasks as the Parties mutually agree or that the Court orders Administrator to perform.

3. Costs of Administrator. All fees and expenses associated with the performance of Administrator's duties shall be paid out of the Settlement Amount. Defendants shall not be responsible for any payment to Administrator save and except through their obligation to timely remit the Settlement Amount.

4. Other Provisions Regarding Administrator.

i. Upon completion of the implementation and administration of the Settlement, Administrator shall provide written certification of such completion to counsel for all Parties.

ii. The Parties acknowledge and agree that Administrator is not an agent of Named Plaintiffs, Class Counsel, Defendants, or Defendants' Counsel and that Administrator is not authorized by this Agreement or otherwise to act on behalf of Named Plaintiffs, Class Counsel, Defendants, or Defendants' Counsel. Administrator is a neutral third-party whose appointment is subject to Court approval and who will independently take actions and make determinations as set forth in this Agreement.

iii. If a Class Member requests that Administrator and/or its agent or employee refer the Class Member to Class Counsel, or if a Class Member requests advice beyond merely ministerial information, or poses other Settlement-related questions or concerns for which Administrator does not have an approved response, then Administrator and/or its agent or employee shall promptly refer the inquiry to Class Counsel.

iv. Each Party represents that the Party has no financial interest in Administrator the Court appoints, nor any relationship with Administrator that creates or could create a conflict of interest.

## V. CLASS LIST.

1. Exchange of Class List. Defendants shall provide the Class List to Class Counsel and Administrator via email prior to the execution of this Agreement. The Parties acknowledge that the Class List will be based upon the information reasonably available to Defendants and that complete and accurate data regarding the amount of Regulatory Fees paid by each Class Member may be unavailable.

2. Content of Class List. The Class List will include to the greatest extent available:

- i. An identification by name and license number of each Class Member;
- ii. For each license issued by the Commission to a Class Member and each registration with the Commission by a Class Member, the name of the Class Member, the last known individual contact, last known mailing address(es), and last known email address(es) of the Class Member, and any prior contact information that may be useful in providing notice to the Class Member, and

iii. The total amount of Regulatory Fees paid by each Class Member during the Class Period, taking into account any refunds, credits, or other adjustments.

3. Confidentiality of Class List. The Class List will remain confidential and will be governed by a stipulation of the Parties and the Administrator, along with a protective order of the Court.

4. Additions to Class List. If Administrator, Class Counsel, or Defendants' Counsel becomes aware of any entity or individual who may fall within the Class but was omitted from the Class List, Administrator and the Parties shall timely confer to determine whether that entity or individual shall be added to the Class List. If a dispute arises concerning whether an entity or individual shall be added to the Class List, the Parties may file a motion with the Court for a

determination. This provision does not obligate the Parties or their counsel to seek out additional Class Members.

## **VI. CONTENT OF NOTICE OF SETTLEMENT.**

1. Content of Notice of Settlement. The Notice of Settlement distributed to Class Members shall be in the form of Exhibit 2 and shall include the following:

- i. A brief explanation of the Action, including the basic contentions or denials of the Parties;
- ii. A summary of the relief provided by the Settlement;
- iii. A statement that the party may be receiving notice only as a former owner or operator of a Class Member and that 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;
- iv. A statement that any relief to the Class is contingent on the Court's Final Approval;
- v. Information about the potential amounts being sought by Class Counsel as Attorneys' Fees and Costs;
- vi. A statement that an Attorneys' Fees and Costs award must be approved by the Court, and that 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);
- vii. A statement that the Court will exclude a Class Member from the Class if the Class Member so requests by a specified date;
- viii. A procedure for the Class Member to follow in timely requesting exclusion from the Class;
- ix. A procedure for the Class Member to follow in timely objecting to the Settlement;
- x. The date, time, and place of the Final Approval Hearing, notice of Class Members' right to object to the Settlement, their right to appear in support of any timely and validly submitted objection, their right to appear at the Final Approval Hearing as provided by the Settlement or ordered by the Court in its Preliminary Approval, on their own or through counsel of their own selection (at their own expense), and the procedures for doing so;
- xi. A statement of the releases contained in this Agreement;
- xii. A statement that any Final Judgment entered in the Action will be binding on all Class Members who do not request exclusion; and

xiii. An explanation to Class Members on how to communicate with Administrator for purposes of providing their most current mailing address and contact information, which will include at minimum an email address and physical mailing address for Administrator.

2. Addendum for Undeliverable Notices. For any Notice of Settlement returned as undeliverable and re-mailed pursuant to Section VII.5, the Administrator shall include with the re-mailing a standalone one-page addendum indicating the date the Notice of Settlement was initially postmarked, and providing that the Notice of Settlement was (1) re-mailed pursuant to Section VII.5 of the Settlement, and (2) the recipient Class Members' deadline to take the actions specified in the Notice of Settlement is therefore extended fourteen (14) days beyond the deadline indicated in the Notice of Settlement based on the initial postmark date pursuant to Section I.26 of the Settlement.

## VII. MANNER OF GIVING NOTICE OF SETTLEMENT.

Notice of Settlement shall be provided to the Class Members in the following manner:

1. By First Class Mail. Administrator shall mail the Notice of Settlement and a copy of this Agreement to each Class Member in a sealed envelope via first class mail, return service requested in a manner such that the Notice of Settlement is postmarked on the date of deposit. Administrator shall mail the Notice of Settlement within thirty (30) days of the Court's issuance of Preliminary Approval and shall deposit the Notice of Settlement into the mail simultaneously for all Class Members. The Notice of Settlement shall be mailed to the attention of the individual contact(s) and associated mailing address(es) identified in the Class List for each Class Member.

2. By Email. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall send via email a PDF copy of the Notice of Settlement and a copy of this Agreement to each Class Member. The email shall be addressed to the attention of each individual contact(s) and associated email address(es) contained in the Class List for each Class Member.

3. By Internet Website. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall post a copy of the Notice of Settlement on the website relating to the Settlement established by Administrator. The website will also include links to the following documents, in PDF format: the Complaint, this Agreement, any motion for Preliminary Approval, any Preliminary Approval order, any briefing filed in support of Final Approval (once filed), any application for Attorneys' Fees and Costs or Service Awards (once filed), any Final Approval order (once entered), any Final Judgment (once entered), and other case documents as agreed upon by the Parties and/or required by the Court.

4. By Publication. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall cause to be published within the daily publications of the Sacramento Bee and Los Angeles Times a notice in the form of Exhibit 4 providing notice that the Settlement has been reached in the Action and including a link to the internet website referenced in Section VII.3. That notice shall be published in those publications for fourteen (14) consecutive days.

5. Notices Returned As Undeliverable. With respect to any Notice of Settlement returned by mail as undeliverable, Administrator will re-mail the Notice of Settlement to any address provided by the postal service on returned mail pieces for which an automatic forwarding address has been provided, or to any better address that may be found using the National Change of Address Database, skip tracing, or a third-party lookup service such as “ALLFIND,” maintained by LexisNexis. Administrator will conduct a search on such a third-party lookup service for each Class Member for whom mailed notice has been returned as undeliverable. If any alternative address is located that Administrator believes may be a correct address, the Notice of Settlement will be promptly re-mailed. Administrator has no obligation to make further attempts to send Notice of Settlement to Class Members (1) for whom Administrator cannot, in its good faith discretion, locate an address it believes to be a viable alternative to the address used in the first mailing attempt, or (2) for whom the Notice of Settlement is returned as undeliverable a second time. If a Notice of Settlement is re-mailed to any Class Member pursuant to this Section, the Notice Date for that Class Member shall be deemed the date fourteen (14) days after the initial date on which the Notice of Settlement is first deposited by Administrator in the mail to that Class Members pursuant to Section VII.1.

6. Notice Date. Administrator shall record the date that it takes the actions described in Sections VII.1, VII.2, VII.3, VII.4, and VII.5 and shall immediately provide these dates to Class Counsel and Defendants’ Counsel.

## **VIII. OPT-OUTS.**

1. Request for Exclusion. Any Class Member who wishes to be excluded from the Class must email or mail a signed written request for exclusion to Administrator at the email address or mailing address provided in the Notice of Settlement specifying that they want to be excluded from the Class.

i. Such written request for exclusion must include the following: (i) the name, address, and telephone number of the Class Member to be excluded; (ii) 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.

ii. 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.

iii. A request for exclusion submitted by one or more representatives of a Class Member will, unless withdrawn pursuant to Section VIII.6, constitute a request on behalf of all others who claim to represent that Class Member.

2. Timeliness of Request. To be timely and valid, a request for exclusion from the Class must be submitted by email or postmarked on or before the Initial Opt-out Deadline applicable to that Class Member.

3. Failure to Request Exclusion. Any Class Member that does not submit a timely and valid written request for exclusion shall be bound by the Settlement and all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the releases described in Section XX, even if it has litigation pending or subsequently initiates litigation against Defendants relating to the released claims.

4. Forfeiture. Subject to Section VIII.6, any Class Member who timely submits a valid request for exclusion as provided above shall waive and forfeit any and all rights it may have to benefits of the Settlement if it is approved and becomes final, including monetary relief, and shall waive and forfeit any and all rights to object to the fairness, reasonableness, or adequacy of the Settlement, Class Counsel's request for Attorneys' Fees and Costs, and/or the Service Awards.

5. Initial Exclusion List. Not later than five (5) days after the Initial Opt-out Deadline passes for all Class Members, Administrator shall send via email to Class Counsel and Defendants' Counsel a complete list of Class Members who submitted requests to exclude themselves from the Class by the Initial Opt-Out Deadline. At that same time, Administrator shall provide an estimated amount of the Administrative Costs incurred.

6. Withdrawal of Request for Exclusion. For a period of fourteen (14) days after the Administrator sends its initial list of Class Members who submitted exclusion requests, any Class Member who has timely submitted a request for exclusion on or before the Initial Opt-out Deadline may, independently or following voluntarily dialogue with Class Counsel or Defendants' Counsel, withdraw that request for exclusion and submit a Claim Form signed under penalty of perjury by a valid representative of the Class Member pursuant to Section XIV no later than fourteen (14) days after the Administrator sends its initial list of Class Members who submitted exclusion requests. A Class Member who timely withdraws a request for exclusion and submits a Claim Form pursuant to this Section will be deemed a member of the Settlement Class, and will not be considered in addressing whether the opt-out threshold in Section VIII.8 has been met.

7. Final Exclusion List. Not later than five (5) days after the Final Opt-out Deadline, Administrator shall send via email to Class Counsel and Defendants' Counsel a complete and final list of Class Members who submitted requests to exclude themselves from the Class. At that same time, Administrator shall provide an estimated amount of the Administrative Costs incurred.

8. Opt-out Threshold. If Class Members with claims cumulatively in excess of \$1,000,000 timely opt out of the Settlement and have not withdrawn their request for exclusion by the Final Opt-out Deadline, the Bureau, on behalf of itself and the Commission, will have the sole and absolute discretion to withdraw from this Agreement within thirty (30) days after Defendants receive the Administrator's email described in Section VIII.7 containing a complete and final list of Class Members who submitted requests to exclude themselves from the Class. The \$1,000,000 threshold will be measured based solely upon the total amount of Regulatory Fees paid by each Class Member during the Class Period, as printed on the Claim Form. The claim of each Class Member that opts out will be assigned the value of the total amount of Regulatory Fees paid by that Class Member, as printed on that Class Members' Claim Form. For Defendants to withdraw from this Agreement, the Bureau must provide written notice to Class Counsel that Defendants are withdrawing. The withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement and the Agreement (with the exception of Section XXIII)

shall become null and void and have no further force or effect, without prejudice to Named Plaintiffs' right to pursue future class certification or take any other actions.

9. Costs. If Defendants choose to terminate this Agreement under this Section VIII, Plaintiffs and Defendants shall each be responsible to pay one half of the Administrative Costs.

## **IX. OBJECTIONS.**

1. Right to Object. Any Class Member or person legally entitled to act on a Class Member's behalf may object to the fairness, reasonableness, or adequacy of the Settlement, and/or Class Counsels' proposed methodology for calculating Attorneys' Fees and Costs. If the Class Member wishes to participate in the Settlement in the event the objection is overruled, the Class Member must also submit a Claim Form pursuant to this Settlement.

2. Form of Objection. Any Class Member who wishes to object in writing must email or mail a signed written objection to Administrator at the email address or mailing address provided in the Notice of Settlement. Any written objection must include the following: (i) the objector's name, address, and telephone number; (ii) 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 same Class Member.

3. Timeliness of Objection. To be timely and valid, a written objection must be submitted by email or postmarked on or before the Objection Deadline applicable to that Class Member.

4. Failure to Object. Subject to Section VIII ("Opt-Outs"), any Class Member who fails to make a timely written objection shall waive and forfeit any and all rights the Class Member may have to make a written objection.

5. Effect of Objection. Any Class Member who objects to the Settlement shall nevertheless be entitled to all benefits of the Settlement if the Class Member also submits a Valid Claim, and the Settlement is approved and becomes final. Conversely, unless they opt out of the Settlement as specified in Section VIII, Class Members who object to the Settlement or the Agreement will remain part of the Settlement Class, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants. To the extent any Class Member who has not opted-out objects to the Settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval and Final Judgment. In the event that a Class Member timely submits both an objection and an opt-out request, the objection will be rejected and the opt-out accepted, as a Class Member who opts-out of the Agreement is not a Class Member and no longer has grounds to object to the Settlement.

6. Right to Appear. Any Class Member may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Members' own personal expense and may ask to speak at that time regarding objections. Any objecting Class Member may also may be subject to discovery, subject to Court approval.

7. Objection List. Not later than five (5) days after the Objection Deadline, Administrator shall send via email to Class Counsel and Defendants' Counsel all written objections submitted by Class Members.

8. Filing Objections. Not later than fifteen (15) days after the Objection Deadline passes for all Class Members, Class Counsel shall file with the Court any and all written objections to the Settlement and/or to Class Counsel's proposed methodology for calculating Attorneys' Fees and Costs. In accordance with the Rules of Court and any applicable local rules, all sensitive personal identifying information shall be redacted before objections are filed with the Court. In the event that any person objects to or opposes the Settlement or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement. Each Party retains the right to respond to any objection raised.

## **X. FINAL APPROVAL.**

1. Proof of Notice. Proof that the Notice of Settlement procedures have been complied with shall be filed with the Court by Class Counsel no later than fifteen (15) days following the Final Opt-Out Deadline.

2. Motion for Final Approval. No later than sixteen (16) court days before the Final Approval Hearing, Named Plaintiffs shall file a motion for Final Approval and entry of Final Judgment which shall request that the Court:

- i. Rule on the merits of any objections to the Settlement;
- ii. Give final approval to the terms of this Agreement and Settlement as fair, just, adequate, equitable, reasonable and in the best interests of the Class;
- iii. Certify the Settlement Class;
- iv. Identify Class Members who opted out of the Settlement and are therefore excluded from the Settlement Class;
- v. Provide for the orderly performance and enforcement of the terms and conditions of the Agreement, including the Parties' joint obligation to promptly perform the Agreement;
- vi. Award Attorneys' Fees and Costs;
- vii. Approve Service Awards;
- viii. Grant Final Approval and enter Final Judgment;
- ix. Request the dismissal of the State and Treasurer from the Action with prejudice, such dismissal having no effect on the obligations of Defendants under this Agreement;
- x. Discharge the released parties of and from all further liability for the released claims as set forth in Section XX of this Agreement;

xi. Include additional provisions as the Court may direct that are not inconsistent with this Agreement.

3. Motion for Attorneys Fees' And Costs. No later than sixteen (16) court days before the Final Approval Hearing, Named Plaintiffs shall file a motion for an award of Attorneys' Fees and Costs and Service Awards.

4. Defendants' Response. Defendants will not oppose Named Plaintiffs' motion for Final Approval and Final Judgment so long as the motion and supporting papers are consistent with the terms of this Agreement.

5. Pendency of Claims Process. The Parties acknowledge and agree that, for purposes of efficiently implementing this Agreement, Named Plaintiffs may seek Final Approval after the Final Opt-Out Deadline and Objection Deadline, but while Administrator may be determining whether Claims shall be determined Valid Claims and/or calculating the amount of Valid Claims.

## **XI. EFFECTIVE DATE.**

1. The "Effective Date" of this Agreement shall be the later of the following:

i. The Court's entry of both a Final Approval of the Settlement and Final Judgment if no objection by a Class Member with appellate standing under *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260 (2018) has been filed or if all objections that have been filed have been withdrawn;

ii. The date on which the time of appeal has expired if an objection to this settlement or a motion to intervene by a Class Member or third person consistent with appellate standing under *Hernandez* has been filed and not withdrawn but no appeal by said Class Member has been filed; or

iii. The Court's entry of a final order and judgment following the final resolution of any appeal, including, but not limited to an appeal of any order(s) denying any motion(s) to intervene that has been filed and is consistent with appellate standing under *Hernandez* and exhaustion of any further appeals (whether available by right, petition, writ, or otherwise).

2. For purposes of this paragraph, an appeal based solely on a challenge to a request for, or any award by the Court of, Attorneys' Fees and Costs to be made to Class Counsel shall not be considered an appeal and shall not affect the Effective Date, provided that Class Counsel shall not seek an increase in the amount of attorneys' fees or costs which are the subject of any such appeal.

3. The Parties recognize that it is important to deliver the benefits of this Agreement to Named Plaintiffs and Class Members as soon as possible, and therefore agree to work in good faith to expedite the resolution of any appeals that are filed in this Action.

## **XII. CONTENT OF CLAIM FORM.**

1. Content of Claim Form. The Claim Form distributed to Class Members shall be in the form of Exhibit 3 and shall include the following as to each Class Member:

- i. The Class Members' name and license number(s);
- ii. The total amount of Regulatory Fees paid by each Class Member during the Class Period as stated in the Class List;
- iii. Direction for properly completing the Claim Form, including (1) directions for indicating whether the Claimant agrees or disagrees with the amount of Regulatory Fees stated in the Claim Form, and (2) directions, if the Claimant disagrees with the amount of Regulatory Fees submitted in the Claim Form, for submitting information to Administrator relating to those Regulatory Fees;
- iv. Directions for confirming the Class Members' contact information, including name, corporate or other entity title, address for physical mail, entity email address, and phone number;
- v. Directions for the Class Member's authorized representative to attest under oath to the accuracy of information provided by Claimant in the Claim Form, and to attest to the authorized representative's authority and agreement to handle the distribution of Settlement proceeds in a fiduciary capacity to ensure proceeds are delivered to those entities and persons entitled to receive proceeds pursuant to law or agreement;
- vi. Directions that 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;
- vii. Directions that Class Members that are dissolved or inactive entities according to the records of the California Secretary of State must submit their plans of dissolution demonstrating how proceeds are to be distributed or follow the revivor process required by the jurisdiction(s) governing the existence of the entity during the Class Period;
- viii. Notice that by returning the Claim Form, Class Members will be bound by the releases contained in this Agreement;
- ix. Directions for returning the Claim Form to Administrator with 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;
- x. Notice of the Claims Deadline; and
- xi. A warning that a Claim Form that is untimely or incomplete will not be considered by Administrator.

2. Addendum for Undeliverable Claim Form. For any Claim Form returned as undeliverable and re-mailed pursuant to Section XIII.3, the Administrator shall include with the re-mailing a standalone one-page addendum indicating the date the Notice of Settlement was initially postmarked, and providing that the Notice of Settlement was (1) re-mailed pursuant to Section XIII.3 of the Settlement, and (2) the recipient Class Members' deadline to take the actions specified in the Claims Form is therefore extended fourteen (14) days beyond the deadline indicated in the Claim Form based on the initial postmark date pursuant to Section I.26 of the Settlement.

### **XIII. DISTRIBUTION OF CLAIM FORMS.**

The Claim Form shall be provided to the Class Members in the following manner:

1. By First Class Mail. Administrator shall mail the Claim Form to each Class Member in a sealed envelope via first class mail, return service requested in a manner such that the Claim Form is postmarked on the date of deposit. Administrator shall mail the Claim Form on the same date as the Notice of Settlement and shall deposit the Claim Form into the mail simultaneously for all Class Members. The Claim Form shall be mailed to the attention of the last known individual contact at the last known mailing address contained in the Class List. The Claim Form may be mailed in the same sealed envelope as the Notice of Settlement.

2. By Email. On the same day that Administrator deposits the Claim Form into the mail to Class Members, Administrator shall send via email a PDF copy of the Claim Form to each Class Member. The email shall be addressed to the attention of the last known individual contact at the last known email address contained in the Class List. The Claim Form may be emailed in the same message as the Notice of Settlement.

3. Claim Forms Returned As Undeliverable. With respect to any Claim Form returned by mail as undeliverable, Administrator will re-mail the Claim Form to any address provided by the postal service on returned mail pieces for which an automatic forwarding address has been provided, or to any better address that may be found using the National Change of Address Database, skip tracing, or a third-party lookup service such as "ALLFIND," maintained by LexisNexis. Administrator will conduct a search on such a third-party lookup service for each Class Member for whom mailed notice has been returned as undeliverable. If any alternative address is located that Administrator believes may be a correct address, the Claim Form will be promptly re-mailed. Administrator has no obligation to make further attempts to send the Claim Form to Class Members (1) for whom Administrator cannot, in its good faith discretion, locate an address it believes to be a viable alternative to the address used in the first mailing attempt, or (2) for whom the Claim Form is returned as undeliverable a second time.

4. Transmission Date. Administrator shall record the date that it takes the actions described in Sections XIII.1, XIII.2, and XIII.3, and shall immediately provide these dates to Class Counsel and Defendants' Counsel.

### **XIV. CLAIM REVIEW PROCESS.**

1. Purpose for Administration. This claims process is intended to balance the following goals: (1) provide relief to Class Members with Valid Claims, (2) take account of the

relative amounts of Claims, (3) provide Class Members with a full and fair opportunity to obtain relief in accord with due process, (4) avoid payment of duplicate and overlapping Claims; and (5) provide clear and efficient relief.

2. Return of Claim Form. 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 attesting to the matters described in Section XII. The Claim Form must be submitted by email or postmarked on or before the Claims Deadline applicable to that Class Member. Any Class Member who does not return a signed Claim Form by the Claims Deadline will not be entitled to receive proceeds in the Settlement. If a Class Member timely returns a Claim Form that is signed under penalty of perjury by a valid representative but is otherwise incomplete or illegible, that Class Member will not be barred from receiving proceeds in the Settlement, provided that the Administrator shall request that the Class Member provide any information omitted from the Claim Form and the Class Member shall provide information reasonably requested in make determinations concerning the Claim Form. Notwithstanding the terms of this Section, if a Class Member fails to return an IRS Form W-9 by the deadline for the Administrator in Section XV.4 to submit the calculated payment amount for all Valid Claims, that Class Member will not be entitled to receive proceeds in the Settlement.

3. Dissolved or Inactive Entities. 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.

4. Review of Claims. Administrator will compare information in the Claim Forms against the information in the Class List. 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.

5. Invalid Claims. 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.

6. Duplicate or Overlapping Claims. 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.

7. Determination of Valid Claims. Administrator shall determine whether a timely, signed Claim shall be treated as a Valid Claim as follows:

i. Administrator shall treat the total 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 the Class Member during the Class Period (before adjustment to avoid payment of duplicate or overlapping Claims).

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 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 any 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 any 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 Administrator shall request that the Claimant provide such evidence within thirty (30) days of 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, then 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, then 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).

v. If a Claimant timely submits a signed Claim Form, it shall be deemed a Valid Claim even if the information provided by the Claimant is incomplete or illegible, and even if the Claimant fails to timely provide Administrator any necessary information omitted from the 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), subject to any adjustment for duplicate or overlapping claims presented on behalf of the same Class Member, and also subject to any adjustment based on the entity's status with the California Secretary of State. Notwithstanding the terms of this Section, if a Class Member fails to return an IRS Form W-9 by the deadline for the Administrator in Section XV.4 to submit the calculated payment amount for all Valid Claims, that Class Member will not be entitled to receive proceeds in the Settlement.

8. Review of Determination. 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.

9. Class Member Database. Administrator will input all information received from Claimants during the claims process into the Class Member Database. This information may be added to the Class Member Database in text format, or by scanning and uploading documents submitted by Class Members. Class Counsel and Defendants' Counsel shall have access to the Class Member Database. Information in the Class Member Database will be sortable by Class Member.

10. Evidence of Fraud or Manipulation. If during the process described above, Administrator discovers what it believes to be a Claim Form that appears to have been knowingly submitted with false or fraudulent information, Administrator shall inform the Parties' respective counsel. 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 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.

## **XV. CALCULATION OF VALID CLAIMS.**

1. Calculation. Administrator will calculate the amount to be paid for each Valid Claim as follows:

i. 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 adjust each Claim as provided in Section XIV.7 above with respect to any duplicate or overlapping claims presented on behalf of the same Class Member.

ii. The Administrator shall then sum the total amount of all Valid Claims presented on behalf of each Class Member.

iii. Each Class Member with one or more Valid Claims shall be entitled to a pro rata portion of the Net Settlement Amount. That pro rata portion shall be calculated by dividing the total amount of the Class Member's Valid Claims by the sum total of all other Valid Claims.

2. Example: 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.

3. Payment Cap. 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 XIV.

4. Payment List. No later than forty-five (45) days after the Final Opt-out Deadline, Administrator shall create and provide via email to Class Counsel and Defendants' Counsel a complete and final list of all Class Members that includes each Class Members' name, whether the Class Member submitted a Claim Form, opted-out, or objected, whether multiple claim forms were submitted by the Class Member and how those claims were adjusted, whether the Class Members' Claim was approved, and the calculated payment amount for all Valid Claims.

5. Fairness of Method. The Parties acknowledge and agree that the formula used to calculate settlement payments does not mean that all of the elements of the claims alleged in the Action are not being taken into account. The above formula was devised as a practical and logistically feasible method to simplify the participation process.

## **XVI. SETTLEMENT AMOUNT.**

1. Settlement Amount. Defendants shall transfer the Settlement Amount into the Settlement Fund on the Funding Date.

2. Use of Settlement Amount. 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, (2) Attorneys' Fees and Costs, (3) Service Awards, and (4) any other expenses mandated by this Agreement. Thereafter, Administrator will use the Net Settlement Amount to pay Valid Claims submitted by Class Members, as described in Section XVII.4.

3. Defendants' Authority. Defendants shall have no discretionary authority regarding the use of the Settlement Amount by Administrator, including, but not limited to, with respect to payments made by Administrator to the Settlement Class in accordance with this Agreement.

## **XVII. SETTLEMENT PAYMENTS.**

1. Administrative Costs. Within fifteen (15) days of the Funding Date, the Administrative Costs shall be paid to Administrator from the Settlement Fund. Prior to paying

itself the Administrative Costs, Administrator shall receive written approval from both Class Counsel and Defendants' Counsel of the total amount to be transferred from the Settlement Fund to Administrator. The Parties acknowledge and agree that this term may require Administrator to estimate expenses for distributing settlement funds pursuant to this Section XVII.

2. Attorneys' Fees and Costs. Within fifteen (15) days of the Funding Date, Attorneys' Fees and Costs as ordered by the Court at the Final Approval Hearing shall be paid by Administrator to Class Counsel from the Settlement Fund. Attorneys' Fees and Costs will be paid via wire to the Trust Account of the law firm Rutan & Tucker, LLP pursuant to instructions provided by Class Counsel, and will be divided among Class Counsel pursuant to agreement among Class Counsel. The Parties acknowledge that Defendants will have no responsibility for allocating the Attorneys' Fees and Cost among Class Counsel. Administrator will issue Class Counsel an IRS Form 1099 to Rutan & Tucker, LLP for Attorneys' Fees and Costs.

3. Service Awards. Within fifteen (15) days of the Funding Date, Service Awards as ordered by the Court at the Final Approval hearing shall be paid by Administrator to Named Plaintiffs. The Service Awards shall be paid by checks from the Settlement Fund, made payable to the Named Plaintiffs. Those checks will be sent to Class Counsel at J. Blonien, APLC via first class mail.

4. Distribution of Settlement Funds to the Class. Within fifteen (15) days of the Funding Date, Administrator shall calculate the amounts due to each Class Member with a Valid Claim and shall pay Valid Claims by mailing checks drawn from the Net Settlement Amount, made payable in the names of the Class Member as set forth in the Class List. Those checks will be sent to Class Members with Valid Claims via first class mail to the address confirmed by Class Members in the Claim Form, or to any updated address provided on a Claim Form. Such check shall be valid for a period of one-hundred-and-eighty (180) days from the date appearing on the payment check. For any payment check that is returned undeliverable with forwarding address information, Administrator shall re-mail the check to the provided address. Administrator shall cancel any payment check that is returned as undeliverable without forwarding address information.

5. Taxability. The payment of the amounts of Valid Claims to Class Members could be deemed taxable. 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. Administrator is responsible for distribution of the benefits provided to Class Members. The Parties shall bear no responsibility for the tax liability associated with any payment to the Class Members.

6. Remaining Funds. If payment checks are returned as undeliverable or have not been cashed within one-hundred-and-eighty (180) days after the date appearing on the payment check, the funds will escheat back to the Settlement Fund. For any Class Member whose payment check is uncashed and cancelled after the void date, Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

## **XVIII. ATTORNEYS' FEES.**

1. Defendants' Fees. Defendants shall be responsible for their own attorneys' fees, costs and expenses incurred relating to the Action and in performing their obligations in connection with this Agreement and the Settlement. Neither Named Plaintiffs nor the Class shall be responsible for any portion of Defendants' own legal fees, costs, and expenses incurred in connection with the Action.

2. Request for Award. 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. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel (excluding any costs for Administrator) not to exceed the amount of \$25,000.00. Defendants will not oppose a request for Attorneys' Fees and Costs that is consistent with this Section XVIII. Named Plaintiffs and Class Counsel acknowledge the determination of Attorneys' Fees and Costs will be subject the Court's order, and Class Counsel may or may not receive all Attorneys' Fees and Costs requested.

3. Funds Exclusively From Settlement Amount. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested by Class Counsel, only the amount of Attorneys' Fees and Costs awarded by the Court will be paid from the Settlement Amount, subject to any appellate rights. Class Counsel agrees to receive payment of Attorneys' Fees and Costs solely from the Settlement Amount.

## **XIX. SERVICE AWARDS.**

Class Counsel intends to request at the Final Approval Hearing that the Court approve Service Awards for each of the Named Plaintiffs in an amount not to exceed \$2,500.00 each. Any Service Awards approved by the Court will be paid out of the Settlement Amount. Defendants shall not object to Class Counsel's request for such Service Awards, provided that Service Awards payable to the Named Plaintiffs do not exceed \$2,500.00 for each of the Named Plaintiffs.

## **XX. RELEASES.**

### 1. Release of Claims By the Settlement Class.

i. 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.

ii. 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 in paragraph 1.i 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 under Section VIII, shall be permanently barred from bringing any claims released by the Settlement Class under this Section XX.1.

2. 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.

3. Notice of Release. Because it is impossible or impracticable to have each member of the Settlement Class execute this Agreement, the Notice of Settlement will advise all Class Members of the terms of the release contained in this Section XX and its binding nature. Such notice will have the same force and effect as if such release were executed by the member of the Settlement Class. Named Plaintiffs, members of the Settlement Class, and Defendants will be deemed by operation of an order granting Final Approval of the Settlement and entry of a Final Judgment to have agreed to be bound by the releases contained in this Section XX.

4. Right to Enforce. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed in any way to impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

## **XXI. CONFIDENTIALITY.**

In addition to providing for the stipulation and protective order described in Section V.3 above, the Parties acknowledge that private and confidential data, information, and documents have been produced in the course of the Action, whether in response to formal discovery or informally for purposes of mediation. The Parties agree to cooperate and to work with one another to protect private and confidential data, information, and documents. If any private or confidential data, information, or documents are relevant and necessary to any dispute pertaining to this action that may arise in the future, the Parties will meet and confer in good faith to find a means of protecting the data, materials, and/or documents from disclosure; and will cooperate in sealing such materials if filing with the Court is necessary.

## **XXII. DISPUTE RESOLUTION.**

1. Scope of Disputes and Court Jurisdiction. The Final Approval Order will provide that the Court will retain exclusive jurisdiction to resolve any disputes arising out of or relating to, or involving the enforcement, implementation, application, or interpretation of this Agreement. The Parties acknowledge and agree that this Agreement is enforceable pursuant to Code of Civil Procedure section 664.6 upon application to the Court by any Party, and that the Court retains jurisdiction to and may otherwise enforce the terms of the Action consistent with the terms of this Agreement. The Parties shall enter documentation reasonably necessary to effectuate this term.

2. Attempt at Resolution. Although the Court retains exclusive jurisdiction to resolve disputes arising out of or relating to the enforcement, implementation, application, or interpretation of this Agreement, the Parties agree that, except as provided otherwise in this Agreement, prior to seeking recourse to the Court, the Parties shall, in good faith, attempt informally to resolve any such dispute relating to this Agreement amongst themselves.

### **XXIII. STAY OF LITIGATION.**

The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The stay will end upon the entry of judgment in this Action or on the occurrence of any of the conditions listed in Section XXVII.

The Parties further agree, upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330, that any deadline to bring the Action to trial, including without limitation those under Code of Civil Procedure sections 583.310, 583.410, and/or 583.420, will be tolled for the duration of the stay. The Parties expressly waive any right of dismissal under Code of Civil Procedure section 583.360, 583.410, and/or 583.420, that would be inconsistent with this tolling agreement. *See Sanchez v. City of L.A.*, 109 Cal. App. 4th 1262, 1269 n.3 (2003) (stipulation may “expressly waive the right to a dismissal”). In the event the Court raises on its own motion the deadlines described by the Code of Civil Procedure (including without limitation sections 583.310, 583.410, and/or 583.420), the Parties shall jointly bring this stipulation to the attention of the Court and request the Court approve the stipulation and make it the Court’s order. This tolling agreement will survive any termination or cancellation of this Agreement, including on any of the grounds described in Section XXVII and notwithstanding any other provisions of that Section.

### **XXIV. MODIFICATION.**

This Agreement may not be amended or modified in any respect except by a written instrument signed by Class Counsel and Defendants’ Counsel, and subject to Court approval. The Parties agree that nonmaterial amendments or modifications to this Agreement may be made in writing signed by Class Counsel and Defendants’ Counsel after Preliminary Approval without the need to seek the Court’s approval.

### **XXV. SETTLEMENT BY STATE AGENCY.**

The signatories to this Agreement for the Bureau and Commission represent and warrant that they are authorized to execute this Agreement, that the requisites of California Government Code section 948 have been satisfied, and that to the best of their knowledge, sufficient funds for the payment of amounts due under this Agreement are or will be available to make those payments from the Gambling Control Fund, and Gambling Control Fund Fines and Penalties Account. The Bureau and Commission acknowledge that the representations and warranties contained in this Section XXV are material inducements for the Named Plaintiffs to enter this Agreement, including without limitation its terms providing for the dismissal of the State and Treasurer.

## XXVI. MISCELLANEOUS PROVISIONS.

1. The Parties and their attorneys agree to use reasonable efforts to cooperate in seeking Court approval of this Agreement and to effectuate this Agreement.

2. Unless indicated otherwise, the term “days” in this Agreement refers to calendar days. If the last day to complete an action contemplated by this Agreement falls on a weekend day or a California court holiday, the deadline for the completion of that action will be extended to the next business day in the California courts.

3. The Parties agree to cooperate in the Settlement administration process and implementation of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the Settlement.

4. Each signatory to this Agreement hereby warrants that the person signing has the authority to execute this Agreement and thereby bind the respective Party for which the person is signing, including with respect to the releases in Section XX.

5. Named Plaintiffs represent and certify that: (1) they have agreed to serve as representatives of the Class; (2) they are willing, able, and ready to perform all of the duties and obligations of representatives of the Class; (3) they have read the Complaint or have had the contents of such pleadings described to them; (4) they are generally familiar with the results of the fact-finding undertaken by Class Counsel; (5) they have read this Agreement or have received a detailed description of it from Class Counsel and they have agreed to its terms; (6) they have consulted with Class Counsel about the Action and this Agreement; and (7) they shall remain and serve as representatives of the Class until the terms of the Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Named Plaintiffs cannot represent the Class.

6. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, executors, administrators, successors, and assigns upon the Effective Date.

7. All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs, and exhibits of and to this Agreement, unless otherwise expressly stated in the reference.

8. The headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

9. This Agreement and its exhibits constitute the entire agreement of the Parties with respect to the matters discussed herein and supersede all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this Agreement, the Parties acknowledge that they have not relied upon any oral or written understandings, negotiations, agreements, statements, or promises that are not set forth in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of the Settlement and this Agreement.

10. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Agreement or the Preliminary Approval, except those provisions which require Court involvement.

11. This Agreement may be executed in one or more counterparts, each of which shall be an original, and this Agreement is effective upon execution of at least one counterpart by each Party to this Agreement.

12. Named Plaintiffs, Class Counsel, Defendants and Defendants' Counsel do not intend anything contained in this Agreement and/or the settlement process to constitute legal advice regarding the tax consequences of any amount paid hereunder, nor may anything in this Agreement and/or the settlement process be relied upon as such by any Class Member. Defendants shall have no liability or responsibility for any representations made by third parties, including, but not limited to, Administrator, regarding taxes related to the Settlement Fund or payments from the Settlement Fund, or for any tax consequences of the Settlement.

13. In the event of a conflict between this Agreement and any other document prepared pursuant to the Settlement, the terms of this Agreement will supersede and control.

14. Any failure by any Party to insist upon the strict performance by any other Party of any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

15. This Agreement has been, and shall be construed to have been, drafted by all the Parties to it and the Parties agree that any rule which construes ambiguities against the drafter shall have no force or effect. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law.

16. Should any part of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the Parties. The Parties to this Agreement agree, covenant and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant and represent that each and every provision of this Agreement shall be considered severable.

17. The Parties agree that this Agreement was drafted and executed in the State of California and that the laws of the State of California shall govern its enforcement without regard to its choice of law principles. The Parties further agree that any action relating to or arising out of this Agreement, including an action to enforce or void any of its terms or to rescind it in its entirety shall be venued in the Superior Court of California, County of Sacramento. All Parties consent to personal jurisdiction in courts within the Superior Court of California, County of Sacramento.

## **XXVII. CONDITIONS IMPACTING FINALITY.**

1. The Parties expressly agree this Agreement and the Settlement shall be null and void and shall have no force or effect, and neither Party to this Agreement shall be bound by any of its terms, except as otherwise provided in Section XXIII (including its provision that the tolling agreement therein will survive any termination or cancellation of this Agreement) or as otherwise specifically provided herein, if:

i. The Court does not grant Preliminary Approval of the Agreement and Settlement. If the Court will not grant such approval unless amendments or modifications are made, the Parties shall meet and confer and use best efforts in good faith to reach an agreement as to any such changes the Court may require.

ii. If Defendants withdraw from this Agreement pursuant to Section VIII.8 because the opt-outs have reached the threshold percentage.

iii. If the Court does not enter Final Approval and enter Final Judgment in a manner materially consistent with the Agreement and Settlement. If the Court will not grant such approval unless amendments or modifications are made, the Parties shall meet and confer and use best efforts in good faith to reach an agreement as to any such changes the Court may require.

iv. If the Agreement and Settlement do not become final for any other reason, including subsequent review by any appellate court(s) in the Action.

## **XXVIII. LIST OF EXHIBITS.**

All exhibits to this Agreement are integrated herein and are to be considered terms of this Agreement as if fully set forth herein. The following exhibits are attached to this Agreement:

1. Exhibit 1: Form Preliminary Approval Order.
2. Exhibit 2: Form Notice of Settlement.
3. Exhibit 3: Form Claim Form.
4. Exhibit 4: Form Notice for Publication.
5. Exhibit 5: Plan for Notice of Settlement.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

**[Signatures on the following pages.]**

Dated: September 11, 2025

BUREAU OF GAMBLING CONTROL

By: *Yolanda Morrow*  
Name: Yolanda Morrow  
Title: Bureau Director

Dated: September 10, 2025

CALIFORNIA GAMBLING CONTROL  
COMMISSION

By: *Lisa Wardall*  
Name: Lisa Wardall  
Title: Executive Director

Dated: \_\_\_\_\_, 2025

LUCKY CHANCES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

V C CARDROOM, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

HALYCON GAMING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

BUREAU OF GAMBLING CONTROL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

CALIFORNIA GAMBLING CONTROL  
COMMISSION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 11/09/25, 2025

LUCKY CHANCES, INC.

By: *Rommel Medina*  
Rommel Medina (Sep 11, 2025 11:24:42 PDT)

Name: Rommel Medina

Title: CEO

Dated: 09/11/25, 2025

V C CARDROOM, INC.

By: *HARVEY F. SOUZA*  
HARVEY F. SOUZA (Sep 11, 2025 20:38:52 PDT)

Name: HARVEY F. SOUZA

Title: President

Dated: 11/09/25, 2025

HALYCON GAMING, LLC

By: Patrick Sanders

Name: Patrick Sanders

Title: CFO

Dated: 11/09/25, 2025

PACIFIC GAMING SERVICES, LLC

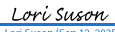
By:  Lori Suson  
Lori Suson (Sep 11, 2025 14:49:43 PDT)

Name: Lori Suson

Title: Owner

Dated: 12/09/25, 2025

BJ GAMING, LLC

By:  Lori Suson  
Lori Suson (Sep 12, 2025 11:04:28 PDT)

Name: Lori Suson

Title: member/manager

Dated: 12/09/25, 2025

FORTUNE PLAYERS GROUP, INC.

By:  Tricia Castellanos

Name: Tricia Castellanos

Title: President/CEO/CFO

Dated: 09/12/25, 2025

GOLD GAMING CONSULTANTS, INC.

By:  Mitchell Goldstein

Name: Mitchell Goldstein

Title: President

Dated: 09/12/25, 2025

CERTIFIED PLAYERS, INC.


By:  Michael Leblanc  
Michael Leblanc (Sep 12, 2025 12:38:21 PDT)

Name: Mike leblanc

Title: Owner

Dated: 09/12/25, 2025

LE GAMING, INC.

By:  Michael Leblanc (Sep 12, 2025 12:38:21 PDT)

Name: Mike leblanc

Title: Owner

Dated: 09/12/25, 2025

RHINO GAMING INC.

By:  Michael Leblanc (Sep 12, 2025 12:38:21 PDT)

Name: Mike leblanc

Title: Owner

SETTLEMENT AGREEMENT—EXHIBIT 1  
FORM PRELIMINARY APPROVAL ORDER

1 RUTAN & TUCKER, LLP  
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3 mfrazier@rutan.com  
Lucas K. Hori (State Bar No. 294373)  
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5 Irvine, California 92612  
Telephone: 714-641-5100  
6 Facsimile: 714-546-9035

7 J. BLONIEN, APLC  
Jarhett P. Blonien (State Bar No. 266913)  
8 jarhett@jblonien.com  
Danielle M. Guard (State Bar No. 173503)  
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1121 L Street Suite 105  
10 Sacramento, CA 95814-3970  
Telephone: 916-441-4242

11 Attorneys for Plaintiffs and Petitioners

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SACRAMENTO  
15 GORDON D. SCHABER COURTHOUSE

16 LUCKY CHANCES, INC.; V C CARDROOM,  
INC.; HALCYON GAMING, LLC; PACIFIC  
17 GAMING SERVICES, LLC; BJ GAMING,  
LLC; FORTUNE PLAYERS GROUP, INC.;  
18 GOLD GAMING CONSULTANTS, INC.;  
CERTIFIED PLAYERS, INC.; LE GAMING,  
19 INC.; and RHINO GAMING INC., on their  
own behalf and on behalf of those similarly  
20 situated,

21 Plaintiffs and Petitioners,

22 vs.

23 THE STATE OF CALIFORNIA;  
CALIFORNIA GAMBLING CONTROL  
24 COMMISSION; BUREAU OF GAMBLING  
CONTROL, A DIVISION OF THE  
25 CALIFORNIA DEPARTMENT OF JUSTICE;  
FIONA MA, in her official capacity as the State  
26 Treasurer; and DOES 1 through 20, Inclusive,

27 Defendants and Respondents.  
28

Case No. 34-2020-80003510-CU-MW-GDS

Judge: Hon. Lauri A. Damrell  
Dept: 22

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Action Filed: May 12, 2020  
Trial Date: TBD

1 This action is pending as a putative class action (the “Action”). Plaintiffs Lucky Chances,  
 2 Inc., V C Cardroom, Inc., Halcyon Gaming, LLC, Pacific Gaming Services, LLC, BJ Gaming,  
 3 LLC, Fortune Players Group, Inc., Gold Gaming Consultants, Inc., Certified Players, Inc., LE  
 4 Gaming Inc., and Rhino Gaming Inc. (together, “Named Plaintiffs”) seek class action relief  
 5 against Defendants California Gambling Control Commission (“Commission”), the Bureau of  
 6 Gambling Control (a Division of the California Department of Justice) (“Bureau”), the State of  
 7 California (“State”), and Fiona Ma, in her official capacity as the State Treasurer (“Treasurer”).

8 Through an unopposed motion pursuant to California Rules of Court, Rule 3.769(c),  
 9 Named Plaintiffs moved for an order preliminarily approving the settlement of the Action in  
 10 accordance with the Amended Class Action Settlement Agreement and Release (“Agreement”)  
 11 attached to this Order as Exhibit A, and its respective exhibits, including (a) the Notice of  
 12 Settlement attached to the Agreement as Exhibit 2, (b) the Claims Form attached to the Settlement  
 13 as Exhibit 3, (c) the Notice for Publication attached to the Agreement as Exhibit 4, and (d) the  
 14 Plan for Notice of Settlement attached to the Agreement as Exhibit 5. The Court, having  
 15 examined and considered the Agreement and its exhibits, NOW HEREBY ORDERS:

16 1. Unless otherwise noted, capitalized terms in this Order will have the definitions  
 17 stated in the Agreement.

18 2. The Court GRANTS preliminary approval of the Agreement and Settlement and  
 19 finds the Settlement terms (including the Settlement Amount of \$43,300,000.00) to be within the  
 20 range of reasonableness of a settlement that ultimately could be granted final approval by the  
 21 Court at the Final Approval Hearing.

22 3. The Court provisionally certifies the Class for settlement purposes. For the  
 23 purposes of the Settlement, the Class is defined as “all persons in California licensed or registered  
 24 at any time during the Class Period by or through the Commission as Cardrooms or Proposition  
 25 Player Providers who paid Regulatory Fees as a Cardroom or Proposition Player Provider during  
 26 the Class Period.”<sup>1</sup> “Class Period” means the period January 1, 2005 until May 12, 2020.

27 \_\_\_\_\_  
 28 <sup>1</sup> “Persons” are not limited to natural persons, but include individuals, corporations,  
 partnerships, limited liability partnerships, limited liability companies, firms, associations, or other  
 entities.

1 “Cardrooms” means non-tribal cardroom gambling establishments in the State of California  
2 licensed by or registered with the Commission. “Proposition Player Providers” means third party  
3 providers of proposition player services to Cardrooms in the State of California licensed by or  
4 registered with the Commission. “Regulatory Fees” means the regulatory fees that are the subject  
5 of the Action, namely the annual fees that Class Members were required to pay during the Class  
6 Period pursuant to Business and Professions Code section 19951, subdivisions (c) and (d) (as to  
7 Cardrooms), or pursuant to Business and Professions Code section 19984, subdivision (c) (as to  
8 Proposition Player Providers) as those statutes were in effect during the Class Period.

9 4. The Court designates Named Plaintiffs as class representatives.

10 5. The Court designates (a) David P. Lanferman, Esq., Lucas K. Hori, Esq. and  
11 Steven Goon, Esq. of Rutan & Tucker, LLP, and (b) Jarhett Blonien, Esq. and Danielle Guard,  
12 Esq. of J. Blonien, APLC as class counsel.

13 6. The Court designates Epiq as third-party Administrator retained to administer the  
14 Settlement, including providing Notice of Settlement, overseeing the claims process (including  
15 addressing any conflicts that may arise between different claims that are presented on behalf of the  
16 same Class Member), managing distributions to the Class Members, and performing other tasks  
17 provided for in the Agreement.

18 7. The Court approves, as to form and content, (a) the Notice of Settlement attached  
19 to the Agreement as Exhibit 2, (b) the Claims Form attached to the Agreement as Exhibit 3, and  
20 (c) the Notice for Publication attached to the Agreement as Exhibit 4.

21 8. The Court approves the plan for Notice of Settlement attached to the Agreement as  
22 Exhibit 5.

23 9. The Court finds the proposed form and method of notice to the Class regarding the  
24 pendency of this litigation and of the Settlement, and the methods of giving notice to the Class,  
25 constitute the best notice practicable under the circumstances, and constitute valid, due, and  
26 sufficient notice to the Class. The proposed form and method of giving notice complies with the  
27 requirements of California Code of Civil Procedure section 382, California Civil Code section  
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,

1 and other applicable law.

2           10.     The Court approves the procedures for Class Members to opt out of or object to the  
3 Settlement, as set forth in the Notice. The procedures and requirements for filing objections in  
4 connection with the Final Approval Hearing are intended to ensure the efficient administration of  
5 justice and the orderly presentation of any Class Member's objection to the Settlement, in  
6 accordance with the due process rights of all Class Members.

7           11.     The Court directs the Administrator to mail the Notice of Settlement to the Class in  
8 accordance with the terms of the Agreement. As described in the Agreement, Class Members will  
9 have sixty (60) calendar dates following the transmission of the Notice of Settlement to opt out of,  
10 or object to, the Settlement.

11           12.     A Final Approval Hearing is scheduled in Department 22 of this Court, located at  
12 720 9th Street Sacramento, CA 95814 on a date at least two-hundred-fifteen (215) days from the  
13 date of this Order of  
14 \_\_\_\_\_ . A hearing on  
15 Named Plaintiffs' anticipated motion for Attorneys' Fees and Costs and Service Awards is set in  
16 Department 22 at the same time on that date.

17           13.     On that date, the Court will address Named Plaintiffs' anticipated requests that the  
18 Court (a) rule on the merits of any objections to the Settlement; (b) give final approval to the terms  
19 of this Agreement and Settlement as fair, just, adequate, equitable, reasonable and in the best  
20 interests of the Class; (c) certify the Settlement Class; (d) identify Class Members who opted out  
21 of the Settlement and are therefore excluded from the Settlement Class; (e) provide for the orderly  
22 performance and enforcement of the terms and conditions of the Agreement, including the Parties'  
23 joint obligation to promptly perform the Agreement; (f) award Attorneys' Fees and Costs;  
24 (g) approve Service Awards; (h) grant Final Approval and enter Final Judgment; (i) dismiss the  
25 State and Treasurer from the Action with prejudice, such dismissal having no effect on the  
26 obligations of Defendants under this Agreement; (j) discharge the released parties of and from all  
27 further liability for the released claims as set forth in the Agreement; and (k) include additional  
28 provisions as the Court may direct that are not inconsistent with the Agreement.

1 14. Counsel for the parties shall file memoranda, declarations, or other statements and  
2 materials in support of the above-enumerated requests for final approval according to the time  
3 limits set by the Code of Civil Procedure and the California Rules of Court.

4 15. An intended implementation schedule is below. To the extent that this schedule  
5 conflicts with or is any way inconsistent with the Settlement's terms, the Settlement's terms shall  
6 control:

7 Notice Date.	Within 30 days of Preliminary Approval.
8 Date of sending Claims Form.	Within 30 days of Preliminary Approval.
9 Objection Deadline.	60 days after Notice Date.
10 Initial Opt-Out Deadline.	60 days after Notice Date.
11 Claims Deadline.	60 days after Notice Date.
12 Deadline for Administrator to provide initial list of opt-outs	5 days after Initial Opt-Out Deadline.
13 Deadline for Administrator to provide objections to counsel.	5 days after Objection Deadline.
14 Deadline to file objections with Court.	15 days after Objection Deadline.
15 Deadline to withdraw request for exclusion	14 days after Administrator provides counsel initial list of opt outs (the "Final Opt-out Deadline").
17 Deadline for Administrator to provide final list of opt-outs	5 days after expiration of 14-day period after Administrator provides initial list of opt outs (i.e., Final Opt-out Deadline), for an outside total of 24 days after Initial Opt-out Deadline.
19 Deadline for the State to withdraw from Settlement based on opt-outs	30 days after receipt of final list of opt-outs, for a total of 54 days after Initial Opt-out Deadline.
21 Deadline to file proof of Notice of Settlement with Court.	15 days after Final Opt-Out Deadline.
23 Deadline for Claimants to provide additional information for Claims Form.	30 days after Claims Deadline.
25 Deadline for Administrator to provide final list of Class Members and amounts of Valid Claims.	45 days after Final Opt-out Deadline
27 Deadline to file motion for Final Approval.	16 court days before Final Approval Hearing.

1	Deadline to file motion for Attorneys' Fees and Costs / Service Awards.	16 court days before hearing on motion for Attorneys' Fees and Costs / Service Awards.
2		
3	Final Approval Hearing.	As set by Court, at least 215 days after Preliminary Approval.
4	Motion for Attorneys' Fees and Costs.	As set by Court, at least 215 days after Preliminary Approval.
5	Effective Date.	Entry of Final Approval and Final Judgment (if no objections filed), or at expiration of appellate rights.
6		
7	Funding Date.	10 days after Effective Date.
8	Payment of Attorneys' Fees and Costs.	15 days after Funding Date.
9	Payment of Service Awards.	15 days after Funding Date.
10	Payment of Administrative Costs	15 days after Funding Date
11	Payment of Valid Claims.	15 days after Funding Date.
12	Expiration of settlement checks.	180 days after issuance of checks.

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16. Pursuant to the Settlement's terms, all proceedings in this litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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17. Counsel for the parties are authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

***IT IS SO ORDERED.***

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Honorable Lauri A. Damrell  
Superior Court for the State of California  
County of Sacramento

SETTLEMENT AGREEMENT—EXHIBIT 2  
FORM NOTICE OF SETTLEMENT

## 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: [[Administrator webpage](#)].

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

**WHAT INFORMATION IS IN THIS NOTICE**

1. Why Have I Received This Notice?.....	Page
2. What Is This Case About? .....	Page
3. Am I a Class Member? .....	Page
4. How Does This Class Action Settlement Work?.....	Page
5. Who Are the Attorneys Representing the Parties? .....	Page
6. What Are My Options?.....	Page
7. How Do I Opt Out or Exclude Myself from This Settlement? .....	Page
8. How Do I Object to the Settlement? .....	Page
9. How Does This Class Action Settlement Affect My Rights? What Are the Released Claims?.....	Page
10. How Much Can I Expect to Receive from This Settlement?.....	Page
11. How Can I Submit A Claim Form? .....	Page
12. How Will My Claim Form Be Reviewed? .....	Page
13. How Will the Attorneys for the Class and the Class Representative Be Paid? .....	Page
14. Final Approval Hearing .....	Page
15. How Do I Get More Information And Communicate With The Administrator? .....	Page

## 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 [date of Preliminary Approval hearing] 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 [date of Final Approval Hearing], 2025 at [time a.m./p.m.], at the Sacramento Superior Court, located in Department 22 of the Gordon D. Schaber Courthouse, 720 9th 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: [Administrator webpage].

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 the [Administrator webpage]. If you have additional questions concerning the Settlement, you can contact the Administrator. The Administrator’s email and phone number are as follows: [email and phone number].

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

Class Counsel	Attorneys for Defendant
<p style="text-align: center;"><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 style="text-align: center;">J. Blonien, APLC            Jarhett Blonien, Esq., Danielle Guard, Esq.            1121 L Street, Suite 105            Sacramento, CA 95814            Tel: (916) 441-4242</p>	<p style="text-align: center;"><b>The Attorney General of the State of California</b>            Michael Sapoznikow, Esq.            1300 I Street, Suite 125            P.O. Box 944255            Sacramento, CA 944255            Tel: (916) 210-7348</p>

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.

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 [Administrator contact info]. 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 for 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: [Administrator contact info]. 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 Forms 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.

## **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 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 [date of Final Approval Hearing], 2025 at [time a.m./p.m.], before the Honorable Lauri A. Damrell, at the Sacramento Superior Court, located in Department 22 of the Gordon D. Schaber Courthouse, 720 9th 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 22's Zoom link or phone number at the following access information:

- To join by Zoom link: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>.
- To join by phone: (833) 568-8864 / ID: 16184738886.

Any changes to the hearing date will be available on the Administrator's website [Administrator webpage].

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: [Administrator contact info]. 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 Settlement. Additional documents relating to the Action are posted online at the following webpage: [Administrator webpage]. 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.

SETTLEMENT AGREEMENT—EXHIBIT 3  
FORM CLAIM FORM

## Class Settlement Claim Form

**To:**

[Class Member address block—email and mail.]

[Class Member license number.]

**Return Information:**

[Administrator Address Block—email and mail.]

The person or entity listed above (“Licensee” or “you”) is receiving this Claim Form because it has been determined you may have paid regulatory fees in connection with the regulation of cardrooms or third-party-proposition-player-providers in the State of California between January 1, 2005 until May 12, 2020. For purposes of this Claim Form, “regulatory fees” refers to the annual fees that class members were required to pay between January 1, 2005 until May 12, 2020 (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 third party providers of proposition player services) as those statutes were in effect during the Class Period. The plaintiffs in the lawsuit *Lucky Chances, Inc., et al. v. The State of California, et al.*, Case No. 34-2020-80003510-CU-WM-GDS (Sacramento Superior Court) claim the regulatory fees were illegally collected and should be refunded. The plaintiffs, the California Gambling Control Commission (“Commission”), and the Bureau of Gambling Control (a Division of the California Department of Justice) (“Bureau”) have negotiated a settlement that has been preliminarily approved by a judge. As described in the Notice of Settlement, that settlement will impact your rights and may entitle you to money. To make a claim to a portion of the settlement funds, you will need to complete this Claim Form, sign it under oath below, and return the form to the Administrator with the information described below. If you do not complete and return this Claim Form, you will not receive funds from the settlement.

### ***1. Contact Information.***

To ensure that the class settlement administrator (the “Administrator”) can contact you, please provide your most updated contact information as follows:

Entity title: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

Entity mail address: \_\_\_\_\_

Entity email address: \_\_\_\_\_

Entity phone number: \_\_\_\_\_

## 2. *Amount Of Claim.*

This Claim Form allows you to submit a claim to receive a portion of the settlement amount. As described in the Notice of Settlement, if you decide to participate in the settlement, you will receive a pro rata portion of the settlement proceeds based on the amount of regulatory fees that you paid during the Class Period.

Records provided by the Commission indicate that, during the Class Period, you paid [insert Class Member amount] in regulatory fees. If you agree this accurately states the regulatory fees you paid during the class period, please check the box below reflecting your agreement.

Licensee agrees that [insert Class Member amount] accurately states the amount of regulatory fees paid during the Class Period.

If you do not agree that [insert Class Member amount] is the amount of regulatory fees you paid during the Class Period, please check one of the boxes below, and please enter the amount of regulatory fees that you paid. If you assert that you paid more regulatory fees than [insert Class Member amount] during the Class Period, you will be responsible for submitting to the Administrator with this completed Claim Form conclusive documentary evidence that you paid the claimed amount of regulatory fees. This evidence may include bank statements, cancelled checks, or acknowledgements of receipt.

Licensee paid less than [insert Class Member amount] in regulatory fees during the Class Period. Licensee paid regulatory fees during the Class Period in the total amount of \_\_\_\_\_.

Licensee paid more than [insert Class Member amount] in regulatory fees during the Class Period. Licensee paid regulatory fees during the Class Period in the total amount of \_\_\_\_\_. Licensee will submit conclusive documentary evidencing supporting payment of these regulatory fees.

## 3. *Submission Of Form W-9.*

To make a valid claim, you are required to return to the Administrator a completed and signed IRS Form W-9, which will be used for tax reporting purposes, including, but not limited to, issuance of an IRS Form 1099 relating to any claim amounts paid. Please return this with Claims Form a completed and executed IRS Form W-9.

## 4. *Dissolved Entities.*

If you are registered as a dissolved or inactive entity according to the records of the California Secretary of State or the records in the State within which you are formed, you are required to either (1) submit a plan of dissolution with your Claim Form demonstrating how any settlement proceeds are to be distributed, or (2) follow the revivor process required by the jurisdiction(s) governing the existence of the entity during the Class Period before submitting its Claims Form. A dissolved or inactive class member which fails to submit with its Claims Form

its plan of dissolution demonstrating how proceeds are to be distributed or fails to complete the revivor process before submitting its Claims Form will not be eligible for payment.

**5. *Former Owner or Operator.***

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.

**6. *Signing And Returning This Form.***

A Claim Form that is untimely or incomplete will not be considered by Administrator. The deadline for returning this Claims Form is 60 days from the date the Notice of Settlement was initially postmarked and / or sent via email. In order to submit a valid claim, an authorized representative must attest below under oath to the accuracy of information provided in this Claim Form, and attest to the authorized representative's authority and agreement to handle the distribution of settlement proceeds in a fiduciary capacity to ensure proceeds are delivered to those entities and persons entitled to receive proceeds pursuant to law or agreement. This Claims Form should then be timely submitted via mail or email to the Administrator at the address below:

[Administrator Address Block—email and mail.]

Please maintain a copy of all documents sent to the Administrator.

**7. *Important Notices.***

The Notice of Settlement contains important information concerning this settlement and how submitting a Claims Form may impact your rights. Please review the Notice of Settlement. Among other things, the Notice of Settlement explains that:

- This Claim Form must be returned within 60 days of the date the Notice of Settlement is initially postmarked and / or sent via email.
- By returning a Claim Form, you will be bound by the releases contained in the settlement.
- If Administrator discovers a Claim Form that appears to have been knowingly submitted with false or fraudulent information, Administrator shall inform the parties' respective counsel. The Commission and Bureau 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.

**8. *Statement Under Oath.***

In addition to completing the above form and providing the required documentation, please fill review and sign the statement under oath below.

The undersigned representatives declares as follows:

- I have read this Claim Form and the Notice of Settlement.
- The information provided in this Claim Form is accurate to my best knowledge.
- I am an authorized representative of the Licensee.
- I agree to handle any distribution of settlement proceeds in a fiduciary capacity to ensure proceeds are delivered to those entities and persons entitled to receive proceeds pursuant to law or agreement.

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

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title With Licensee: \_\_\_\_\_

SETTLEMENT AGREEMENT—EXHIBIT 4  
FORM NOTICE FOR PUBLICATION

### ***Exhibit 4: Notice for Publication***

NOTICE OF CLASS ACTION SETTLEMENT. A class action settlement has been reached in the case *Lucky Chances, Inc., et al. v. The State of California, et al.*, Case No. 34-2020-80003510-CU-WM-GDS (Sacramento Superior Court). The settlement impacts the following class: all persons in California licensed at any time between January 1, 2005 until May 12, 2020 (“Class Period”) by or through the California Gambling Control Commission (“Commission”) as (1) non-tribal cardroom gambling establishments in the State of California licensed by the Commission, or (2) third party providers of proposition player services to such establishments licensed in the State of California by the Commission who paid regulatory fees as defined by the Settlement Agreement during the Class Period. If you fall within this class, you may be entitled to notice of the settlement and/or compensation. Details on the class action settlement and the process for submitting claims are located at the website [[insert website](#)].

SETTLEMENT AGREEMENT—EXHIBIT 5  
PLAN FOR NOTICE OF SETTLEMENT

***Exhibit 5: Plan for Notice of Settlement.***

Unless otherwise noted, capitalized terms used in this plan have the meaning assigned to them in the Settlement Agreement (the “Agreement”). Notice of Settlement shall be provided to the Class Members in the following manner.

1. By First Class Mail. Administrator shall mail the Notice of Settlement and a copy of the Agreement to each Class Member in a sealed envelope via first class mail, return service requested in a manner such that the Notice of Settlement is postmarked on the date of deposit. Administrator shall mail the Notice of Settlement within thirty (30) days of the Court’s issuance of Preliminary Approval and shall deposit the Notice of Settlement into the mail simultaneously for all Class Members. The Notice of Settlement shall be mailed to the attention of the individual contact(s) and associated mailing addresses identified in the Class List for each Class Member.

2. By Email. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall send via email a PDF copy of the Notice of Settlement and a copy of the Agreement to each Class Member. The email shall be addressed to the attention of the each individual contact(s) and associated email addresses contained in the Class List for each Class Member.

3. By Internet Website. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall post a copy of the Notice of Settlement on the website relating to the Settlement established by Administrator. The website will also include links to the following documents, in PDF format: the Complaint, the Agreement, any motion for Preliminary Approval, any Preliminary Approval order, any briefing filed in support of Final Approval (once filed), any application for Attorneys’ Fees and Costs or Service

Awards (once filed), any Final Approval order (once entered), any Final Judgment (once entered)), and other case documents as agreed upon by the Parties and/or required by the Court.

4. By Publication. On the same day that Administrator deposits the Notice of Settlement into the mail to Class Members, Administrator shall cause to be published within the daily publications of the Sacramento Bee and Los Angeles Times a notice in the form attached to the Agreement as Exhibit 4 providing notice that the Settlement has been reached in the Action and including a link to the internet website required by the Agreement. That notice shall be published in those publications for fourteen (14) consecutive days.

5. Notices Returned As Undeliverable. With respect to any Notice of Settlement returned by mail as undeliverable, Administrator will re-mail the Notice of Settlement to any address provided by the postal service on returned mail pieces for which an automatic forwarding address has been provided, or to any better address that may be found using the National Change of Address Database, skip tracing, or a third-party lookup service such as “ALLFIND,” maintained by LexisNexis. Administrator will conduct a search on such a third-party lookup service for each Class Member for whom mailed notice has been returned as undeliverable. If any alternative address is located that Administrator believes may be a correct address, the Notice of Settlement will be promptly re-mailed. Administrator has no obligation to make further attempts to send Notice of Settlement to Class Members (1) for whom Administrator cannot, in its good faith discretion, locate an address it believes to be a viable alternative to the address used in the first mailing attempt, or (2) for whom the Notice of Settlement is returned as undeliverable a second time.

6. Addendum for Undeliverable Notices. For any Notice of Settlement returned as undeliverable and re-mailed pursuant to Section VII.5 of the Settlement, the Administrator shall

include with the re-mailing a standalone one-page addendum indicating the date the Notice of Settlement was initially postmarked, and providing that the Notice of Settlement was (1) re-mailed pursuant to Section VII.5 of the Settlement, and (2) the recipient Class Members' deadline to take the actions specified in the Notice of Settlement is therefore extended fourteen (14) days beyond the deadline indicated in the Notice of Settlement based on the initial postmark date pursuant to Section I.26 of the Settlement.

7. Notice Date. Administrator shall record the dates that it takes the actions described in Sections 1, 2, 3, 4, and 5 above and shall immediately provide those dates to Class Counsel and Defendants' Counsel.

**Signature:** Patrick Sanders

Patrick Sanders (Sep 11, 2025 08:25:58 HST)

**Email:** psanders799@hotmail.com












# Amended Settlement and Exhibits 1-5

















Final Audit Report

2025-09-12

Created:	2025-09-11
By:	Danielle Guard (dguard@jblonien.com)
Status:	Signed
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