

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GERALDINE DONAHUE; SADIKI
LAWRENCE; ONEEB REHMAN; MAT
JESSOP; AARON HUFFMAN; RYAN
ARTMAN; and SHANNON ALATALO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

EVERI HOLDINGS, INC.; and EVERI
PAYMENTS, INC.,

Defendants.

Case No. 2018-CH-15419

SETTLEMENT AGREEMENT AND RELEASE

It is hereby stipulated and agreed by and among Plaintiffs Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Ryan Artman, and Shannon Alatalo (collectively, “Plaintiffs” or “Class Representatives”) and Defendants Everi Holdings, Inc. and Everi Payments, Inc. (collectively, “Defendants” or “Everi”) (Plaintiffs and Defendants are collectively referred to herein as the “Parties”), and subject to the approval of the Court, that the settlement of this Action shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”). Capitalized terms are defined in section 2 of this Agreement and shall have the meaning ascribed to them in that section unless separately defined elsewhere in this Agreement.

1. RECITALS

1.1 On December 12, 2018, Plaintiff Geraldine Donahue filed a Class Action Complaint to initiate the putative class action lawsuit entitled *Donahue v. MGM Resorts*

International, Inc., which was subsequently amended to substitute in Everi as the defendants and thereafter became entitled *Donahue v. Everi Holdings, Inc., et al.*, Case No. 18-CH-15419, in the Circuit Court of Cook County, Illinois (the “Action”). The operative First Amended Class Action Complaint in the Action alleges claims against Defendants for printing customer transaction receipts bearing excess digits of credit and debit card numbers in violation of the Fair and Accurate Credit Transactions Act (“FACTA”), 15 U.S.C. § 1681c(g). This Action was brought on behalf of a nationwide class of members who engaged in cash access transactions processed by Everi Payments.

1.2 Beginning on or about February 16, 2018, individual Plaintiffs Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman aka Aaron Huff, Ryan Artman, and Shannon Alatalo also filed numerous other putative FACTA class actions against Everi and certain of Everi Payments’ customers, (the “Gaming Establishments,” as further defined below) in state and federal courts throughout the country (collectively, the “Related Actions”), including:

- a. *Sadiki Lawrence v. South Florida Racing Association, LLC*, No. 2018-010657-CA-01, 11th Judicial Circuit, Miami-Dade County;
- b. *Sadiki Lawrence v. South Florida Racing Association, LLC d/b/a “Hialeah Park”*, a Florida limited liability company, No. 1:18-cv-24264-RS, U.S.D.C. Southern District, Miami Division;
- c. *Oneeb Rehman v. Dania Entertainment Center, LLC d/b/a “The Casino at Dania Beach”*, No. CACE-18-003760, 17th Judicial Circuit, Broward County;
- d. *Oneeb Rehman v. Everi Holdings Inc., et al.*, No. 18-cv-62481-DPG, U.S.D.C. Southern District, Fort Lauderdale Division;

- e. *Mat Jessop v. Penn National Gaming, Inc.*, No. 2018-CA-001520-16-K, 18th Judicial Circuit, Seminole County;
- f. *Mat Jessop v. Penn National Gaming, Inc., et al.*, No. 6:18-CV-01741-RBD-DCI, U.S.D.C. Middle District, Orlando Division;
- g. *Aaron Huff, et al. v. Marnell Gaming, LLC, et al.*, No. A-18-784363-B, 8th Judicial District Court, Clark County, Nevada;
- h. *Aaron Huff, et al. v. Affinity Gaming, Inc., et al.*, No. A-18-784366-B, 8th Judicial District Court, Clark County, Nevada;
- i. *Shannon Alatalo v. MGM Resorts International, at al.*, No. A-19-793066-C, 8th Judicial District Court, Clark County, Nevada;
- j. *Ryan Artman, et al. v. Eldorado Resorts, Inc., et al.*, No. CV18-02155, 2nd Judicial District Court, Washoe County, Nevada;
- k. *Ryan Artman, et al. v. Monarch Casino & Resort, Inc., et al.*, No. CV18-02134, 2nd Judicial District Court, Washoe County, Nevada;
- l. *Aaron Huff, et al. v. Truckee Gaming, LLC, et al.*, No. CV18-02257, 2nd Judicial District Court, Washoe County, Nevada; and
- m. *Aaron Huff, et al. v. Sierra Development Company, Inc., et al.*, No. CV18-02258, 2nd Judicial District Court, Washoe County, Nevada.

1.3 The Related Actions in which Everi was not named as a defendant involved subsets of the nationwide class in this Action.

1.4 Between early 2018, and January 2020, Plaintiffs' counsel vigorously prosecuted the claims alleged in the Litigation on behalf of the Plaintiffs and proposed classes; engaged in

party and third party discovery; took and defended depositions; obtained and reviewed productions of documents, communications, and ESI from Everi and certain of the Gaming Establishments pertaining to the claims alleged in the Litigation and issues of class certification; briefed pre-trial, discovery-related, class certification, and dispositive motions at all stages of litigation, and engaged in lengthy, and at all times arm's-length, settlement discussions with counsel for Everi and its insurers, including at several full-day, in-person mediation sessions.

1.5 After lengthy preliminary discussions and negotiations over the parameters, the Parties agreed to attend a full-day of in-person mediation before Randall Wulff of Wulff Quinby Sochynsky on January 16, 2020 in an attempt to reach a global class-wide resolution of this Action that also would include the subset purported classes in the Related Actions listed in Paragraph 1.2 above. The Parties stipulated to stays of the Litigation pending completion of the mediation.

1.6 For several weeks leading up to the mediation, the Parties exchanged additional discovery pertaining to, *inter alia*, the contours and scope of potential settlement classes, electronically stored information pertaining to Defendants' records, and all potentially applicable policies of insurance providing coverage to Defendants for liability for the claims alleged. Additionally, leading up to mediation, the Parties exchanged comprehensive mediation statements outlining their respective settlement positions.

1.7 On January 16, 2020, the Parties attended a full day of in-person mediation before mediator Randall Wulff in Napa, California. After over ten (10) hours of contentious, arm's-length negotiations overseen by Mr. Wulff, the parties were unable to reach a proposed settlement, but agreed to continue their negotiations in the following days. After several additional days of significant negotiations through counsel for the Parties, again overseen and assisted by Mr. Wulff,

the Parties reached an agreement on the principal terms of a proposed nationwide class resolution of the Action. The settlement includes all claims for violation of FACTA and any related claims arising from the underlying facts alleged against Everi, whether or not alleged in the Action. Also released are any related claims against the Gaming Establishments alleged in the Related Actions identified in Paragraph 1.2 above. On March 3, 2020, the Parties memorialized their agreement as to key terms in a memorandum of understanding (“Memorandum of Understanding”), subject to confirmatory discovery, the selection of a mutually acceptable settlement administrator, and the negotiation, agreement, and execution of this Settlement Agreement.

1.8 Between March 3, 2020 and the present, pursuant to the Parties’ Memorandum of Understanding, the Plaintiffs filed stipulations of dismissal without prejudice in Related Actions pending in Nevada. Upon Preliminary Approval, the Plaintiffs will dismiss the Related Actions pending in Florida against Everi and certain Gaming Establishments.

1.9 After the Parties’ mediation and prior to the execution of this Settlement Agreement, the Parties engaged in confirmatory discovery, which included a declaration provided by Defendants’ data expert that Plaintiffs’ counsel used to confirm the estimated size and scope of the Settlement Class, the nature of the contact information provided in such records, and the nature of the data pertaining to each record.

1.10 Following a competitive bidding process in which the Parties procured estimates from each of five (5) experienced claims administration companies, followed by thorough reviews and analyses of the estimates, the Parties selected Angeion Group as the proposed Settlement Administrator of the Settlement.

1.11 Everi and the Gaming Establishments have denied and continue to deny each and every allegation of liability, wrongdoing, and damages, as it has substantial factual and legal defenses to all claims and class allegations asserted in the Litigation. Everi and the Gaming Establishments have always maintained, and continue to maintain, that they have acted in accordance with all governing law. Plaintiffs maintain the strength of their positions. This Agreement shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Parties with respect to any claim by any Class Member, any fault, liability, wrongdoing or damage, or any defenses that Everi or the Gaming Establishments asserted in the Litigation. Everi nonetheless has concluded that continuing to defend against the Litigation would be protracted, expensive, and disruptive to its business. It therefore has decided that it is desirable to fully and finally settle this Action on the terms and conditions set forth herein to avoid the further expense, inconvenience and distraction and to dispel any related uncertainty.

1.12 The Plaintiffs and Class Counsel recognize the expense and length of proceedings necessary to continue this Action through further motion practice, trial and any possible appeals. They have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. They are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Litigation and the defenses thereto. Based upon their evaluation, the Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interests of the Plaintiffs and the Class and is fair, adequate and reasonable.

1.13 The Parties are entering into this Agreement to avoid the risk and expense of further litigation, to resolve all disputes that have arisen between them, and to settle any and all

claims that do or may exist in the past, present or future against Defendants, including through their gaming clients, arising out of or relating in any way to violations of FACTA (or any comparable state law) or the printing of customer-copy transaction receipts that displayed a four-digit number in a field labeled “BIN” in connection with Everi Payments’ quasi-cash or manual cash disbursement services which may have taken place between February 16, 2016 through December 31, 2019.

1.14 This Settlement Agreement is the result of good faith, arm’s-length settlement negotiations that occurred after extensive litigation and an exchange of discovery, both documentary and testimonial, on all issues pertaining to the merits of the Litigation as well as to class certification. The Parties exchanged additional information in advance mediation concerning the scope of the proposed settlement class and all implicated insurance policies, participated in mediation and further negotiations on an arm’s-length basis under the guidance of Mr. Randall Wulff, an experienced mediator, exchanged further confirmatory discovery after the mediation before Mr. Wulff concerning, *inter alia*, the size, scope, and contours of the proposed Settlement Class, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions through competent and qualified counsel.

1.15 This Agreement and all associated exhibits or attachments are made for the sole purpose of attempting to consummate settlement of the Action on a nationwide class basis. This Agreement and the Settlement it evidences are made in compromise of disputed claims. Because the Action is pled as a class action, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Plaintiffs and Everi enter into this Agreement and associated Settlement on a conditional basis. In the event that Everi or the Plaintiffs exercise a right herein

to terminate or rescind this Agreement, the Court does not enter the Final Approval Order, or the associated Judgment does not become Final for any reason, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever by anyone, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature, and the mediation privilege. Notwithstanding the foregoing, Everi may use, offer, admit, or refer to the Agreement and to the Settlement reached therein where necessary to prosecute or defend itself in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, including as appropriate litigation against its insurance carriers, or in actions that may be brought by Class Members concerning matters subject to this Settlement and/or the Released Claims.

1.16 The Parties expressly reserve all rights, claims and defenses and do not waive any such rights, claims or defenses in the event that the Agreement is not approved for any reason. The Parties agree that they each retain and reserve all rights, and agree not to take a position to the contrary. The Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that Everi or the Gaming Establishments could not contest class certification and/or proceeding collectively on any grounds if the Litigation were to proceed or that this Agreement is evidence of or constitutes an admission that class certification may be appropriate.

1.17 The Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and the Action dismissed with prejudice under the following terms and conditions:

2. DEFINITIONS

2.1 As used herein, the following terms have the meanings set forth below.

2.1.1 “Action” means the civil action brought by Plaintiff Geraldine Donahue against Everi Payments, Inc. and Everi Holdings, Inc., entitled *Donahue v. Everi Holdings, Inc., et al.*, Case No. 18-CH-15419, in the Circuit Court of Cook County, Illinois.

2.1.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including all attached and/or incorporated exhibits, which the Plaintiffs and Everi understand and agree sets forth all material terms and conditions of the Settlement of the Action between them and which is subject to Court approval. It is understood and agreed that Everi’s obligations under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date and other conditions set forth in this Agreement.

2.1.3 “Aggregate Fees, Costs, and Expenses” means the aggregate amount of any Service Awards, Fee Award, the Settlement Administration Costs.

2.1.4 “Approved Claim” means a claim submitted by a Settlement Class Member to the Settlement Administrator that is: (a) received by the Settlement Administrator via submission on the Settlement Website or by mail postmarked on or before the Claims Deadline; (b) fully and truthfully completed by a Settlement Class Member with all information requested in the Claim Form, and in accordance with the instructions set forth on the Claim Form and Settlement Website; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Fund under this Agreement and the Final Approval Order and Judgment.

2.1.5 “Approved Claimant” means a Claimant who submits an Approved Claim.

2.1.6 “Attorneys’ Fees and Costs” means all fees, costs and expenses to be awarded to Class Counsel by the Court as per the Settlement of this Action pursuant to the Fee and Cost Application.

2.1.7 “Benefit Check” means the negotiable check(s) to be sent to the Settlement Class Members pursuant to Section 4.2.3 herein.

2.1.8 “Claims Deadline” means the date that is one-hundred fifty (150) days after the Notice Date.

2.1.9 “Claim Form” means the document to be submitted by a Claimant seeking payment pursuant to this Settlement, substantially in the form of Exhibit A attached hereto, or the form on the Settlement Website available for Settlement Class Members to submit claims, the form and material components of which shall be consistent with the document depicted in Exhibit A attached hereto.

2.1.10 “Claimant” means a Settlement Class Member who submits a Claim Form.

2.1.11 “Class Counsel” means collectively the law firms of Hedin Hall LLP and Scott D. Owens, P.A.

2.1.12 “Class Notice” means collectively the types of notice that have been or will be provided to the Settlement Class pursuant to this Agreement and any additional notice that might be ordered by the Court, including but not limited to the Short Form/Email Notice and the Long Form Notice attached hereto as Exhibit B and Exhibit C, respectively.

2.1.13 “Class Period” means the period from February 16, 2016 through the December 31, 2019.

2.1.14 “Court” means the Circuit Court of Cook County, Illinois, Chancery Division and the judge presiding over the Action.

2.1.15 “Complaint” means the operative Second Amended Class Action Complaint filed by Plaintiff Donahue in the Action.

2.1.16 “Defendants” or “Everi” mean collectively Everi Holdings, Inc. and Everi Payments, Inc.

2.1.17 “Defense Counsel” means Everi’s counsel of record in the Action, McGuireWoods LLP.

2.1.18 “Email Notice” or the “Short Form Notice” means the written notice that Settlement Administrator will e-mail to all e-mail addresses located in Everi Payments’ records as potentially belonging to Settlement Class Members, and which will substantially be in the form reflected in Exhibit B attached hereto.

2.1.19 “Effective Date” means the first date by which all of the following events shall have occurred: (a) the Court has entered the Final Approval Order and Judgment substantially in the form of Exhibit D attached hereto; and (b) the Final Approval Order and Judgment have both become Final, provided, however, that neither party has exercised any right of termination that may arise under paragraph 12.1

2.1.20 “Escrow Account” is defined in paragraph 4.1.2.

2.1.21 “Everi” means Everi Payments Inc. and Everi Holdings Inc., defendants in the Action.

2.1.22 “Everi Payments” means Everi Payments Inc.

2.1.23 “FACTA” means the Fair and Accurate Credit Transactions Act amendment to the Fair Credit Reporting Act, 15 U.S.C. § 1681(g).

2.1.24 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses that is ultimately awarded by the Court to be paid out of the Settlement Fund.

2.1.25 “Fee and Cost Application” means the written motion or application by which Plaintiff and/or Class Counsel request that the Court award Attorneys’ Fees and Costs and any Service Awards.

2.1.26 “Final” means five (5) business days following the latest of the following events: (i) the expiration of the time in which to file an appeal or writ review of the Judgment has passed without any appeal having been taken; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment; and (iii) the final affirmance on an appeal of the Judgment. If the Judgment is set aside, modified, or overturned by any court including on appeal and is not fully reinstated on appeal, the Judgment shall not become Final. Any proceeding or order, or any appeal pertaining solely to any request or portion of an order regarding the Fee Award will not in any way delay or preclude the Judgment from becoming Final.

2.1.27 “Final Approval Hearing” means the final hearing that shall be held no sooner than ninety (90) days after the Notice Date, such that Settlement Class Members have had reasonable notice and sufficient opportunity to object or exclude themselves from the Settlement, and at which the Court will determine whether to finally approve the Settlement and to enter Judgment.

2.1.28 “Final Approval Order and Judgment” means the order, substantially in the form of Exhibit D attached hereto, in which the Court grants final approval of this Settlement

Agreement and finally certifies the Settlement Class, and constitutes a final judgment of dismissal of the Action with prejudice. The form of the Final Approval Order and Judgment is a material term of this Settlement Agreement.

2.1.29 “Gaming Establishments” means Everi Payments’ gaming establishment customers such as casinos and dog tracks that contract with Everi Payments to provide quasi-cash and/or manual cash disbursement services and their parent companies, including but not limited to those entities named as defendants in the Related Actions.

2.1.30 “Litigation” means the legal proceedings in the Action and the Related Actions.

2.1.31 “Long Form Notice” means the notice that shall be made available on the Settlement Website and mailed by the Settlement Administrator to Settlement Class Members for whom an e-mail address is unavailable, in the form attached hereto as Exhibit C.

2.1.32 “Mediator” means Randall Wulff of Wulff Quinby Sochynsky.

2.1.33 “Notice Date” means the date by which the Class Notice is first disseminated pursuant to the Notice Plan, which shall be the date fifteen (15) days after the Preliminary Approval Date.

2.1.34 “Notice Plan” means the plan of disseminating to Settlement Class Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

2.1.35 “Objection Deadline” means the date forty-five (45) days after the Notice Date by which any objections to the Settlement must be filed.

2.1.36 “Opt-Out Deadline” means the date forty-five (45) days after the Notice Date by which any request to be excluded from the Settlement must be filed.

2.1.37 “Parties” means, collectively, the Plaintiffs and Defendants.

2.1.38 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s heirs, predecessors, successors, representatives, and assigns.

2.1.39 “Plaintiffs” or “Class Representatives” mean collectively the Plaintiff in the Action, as well as the named plaintiffs in each of the actions listed in Paragraph 1.2 above.

2.1.40 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.1.41 “Preliminary Approval Order” means the Order, substantially in the form of Exhibit E attached hereto, in which the Court grants its preliminary approval to this Settlement Agreement and preliminarily certifies the Settlement Class pursuant to 735 ILCS 512-801, *et seq.* of the Illinois Code of Civil Procedure for settlement purposes only, authorizes dissemination of Class Notice to the Settlement Class, and appoints the Settlement Administrator. The form of the Preliminary Approval Order is a material term of this Settlement Agreement.

2.1.42 “Related Actions” means all of the other FACTA actions brought against Everi and the Gaming Establishments, besides the Action, that are identified in Paragraph 1.2 of this agreement.

2.1.43 “Released Claims” means any and all claims that were or could have been alleged in the Litigation arising out of or relating in any way to violations of 15 U.S.C. § 1692(c)(g)

(or any comparable state law) or the printing of customer-copy transaction receipts that displayed a four-digit number in a field labeled “BIN” in connection with Everi Payments’ quasi-cash or manual cash disbursement services.

2.1.44 “Released Parties” means: (1) Everi, all of the Gaming Establishments (including but not limited to those customers who are or were parties to any of the Related Actions), and Certain London Underwriters at Lloyd’s Syndicates 2623/623 and Beazley USA Insurance Services, Inc. (collectively “Beazley”), and ACE American Insurance Company (“ACE”) (Beazley and ACE are collectively, the “Insurers”); (2) each of their respective past, present, or future subsidiaries, holding, or parent companies, divisions, affiliates, partners or any other organizational units of any kind doing business under their names, or doing business under any other names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns; and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys (including any consultants hired by counsel), advisors, trustees and co-trustees, investment advisors, associates, investment bankers, independent contractors, representatives, beneficial owners, insurers, accountants, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns of any person or entities in subparts (1) or (2) hereof.

2.1.45 “Releasing Parties” means: (a) Class Representatives; (b) Settlement Class Members who do not timely opt out of the Settlement Class; and (c) as to individual Settlement Class Members, any present, former, and future heirs, executors, estates, administrators,

representatives, agents, attorneys, partners, successors, predecessors and assigns of each of them, any other representative of any of the foregoing Persons, and any other Person claiming by or through any or all of them.

2.1.46 “Service Awards” means the payments awarded by the Court to the Class Representatives, as set forth in Paragraphs 5.5 and 5.6.

2.1.47 “Settlement” means the settlement set forth in this Agreement.

2.1.48 “Settlement Administration Costs” means any and all fees and costs incurred in administering the Settlement, including but not limited to, the fees and costs of disseminating all Class Notice, administering and maintaining the Settlement Website, and delivering Benefit Checks to Settlement Class Members, but specifically excluding the Settlement Shares and any Service Awards and Fee Award.

2.1.49 “Settlement Administrator” means Angeion Group, selected by the Parties to help implement and effectuate the terms of this Agreement.

2.1.50 “Settlement Share” is defined in Paragraph 4.2.1.

2.1.51 “Settlement Class” means All persons in the United States who, at any time between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a point-of-sale in the United States, (ii) where such transaction was processed using Everi’s CashClub® technology; and (iii) for which Everi’s system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled “BIN”. The Parties estimate that the Settlement Class is comprised of not more than approximately 4 million members.

2.1.52 “Settlement Class Member” means a person who falls within the definition of the Settlement Class and who does not opt out of the Settlement as set forth in Paragraph 10.4.

2.1.53 “Settlement Fund” means the all-cash non-reversionary fund that Everi will establish in the amount of Fourteen Million and 00/100 Dollars (\$14,000,000.00) for benefit of the Settlement Class, from which all Settlement Shares to Settlement Class Members, all Settlement Administration Costs, any Fee Award and any Service Awards, and any other costs, expenses, and fees associated with the Settlement will be paid pursuant to the terms set forth in this Agreement.

2.1.54 “Settlement Website” means the website, www.everiFACTAsettlement.com, that will be established and maintained by the Settlement Administrator pursuant to Paragraph 6.6.

2.1.55 “Settling Parties” means, collectively, Everi, Class Representatives, and all Settlement Class Members.

2.1.56 “Taxes” means: (a) all federal, state, or local taxes of any kind on any income earned on the Settlement Fund; and (b) the reasonable expenses and costs incurred by the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed on interest accrued on the Settlement Fund (including, without limitation, reasonable expenses of tax attorneys and accountants).

2.1.57 “Total Class Member Benefits Payout” is defined in paragraph 4.2.1.

2.1.58 The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2.1.59 When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

3. ALL PARTIES AGREE THAT THEY RECOMMEND APPROVAL OF THE SETTLEMENT

3.1 Everi's Position on the Conditional Certification of Settlement Class. Everi disputes that a class would be manageable and further deny that a litigation class properly could be certified on the claims asserted in this Litigation. Solely for purposes of avoiding the expense and inconvenience of further litigation, however, Everi does not oppose the certification of the Settlement Class for the purposes of this Settlement only. Preliminary certification of the Settlement Class will not be deemed a concession that certification of a class is appropriate, nor would Everi or the Gaming Establishments be precluded from challenging class certification in further proceedings in this Litigation or in any other action if the Settlement Agreement is not finalized or finally approved. If for any reason whatsoever the Court does not enter the Final Approval Order and Judgment or the Settlement Agreement does not become Final, in substantially the manner set forth in this Agreement, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Litigation or any other judicial proceeding. No agreements made by or entered into by Defendants in connection with the Settlement Agreement may be used by Class Representatives, any Settlement Class Member, or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Litigation or any other judicial proceeding. In such circumstances, Everi, on behalf of itself and the Gaming Establishments, reserves and shall have all rights to challenge certification of a Settlement Class

or any other class for any other purpose in the Action or any other action on all available grounds as if no Settlement Class had been certified.

3.2 Class Representatives' Position on the Merits of Case. Class Representatives' position is that the claims asserted in this Action have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Class Representatives that there is any infirmity in the claims asserted by them, or that there is any merit whatsoever to any of the contentions and defenses that Everi or the Gaming Establishments have asserted.

3.3 Class Representatives Recognize the Benefits of Settlement. Class Representatives recognize and acknowledge the expense and amount of time which would be required to continue to pursue this Litigation against Everi, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Plaintiffs have concluded that it is desirable that this Litigation and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiffs and Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein.

4. SETTLEMENT FUND AND SETTLEMENT CLASS RELIEF

In consideration of a full, complete, and final settlement of the Litigation, dismissal of the Action and Related Actions with prejudice, and the Releases in Paragraph 8 below, and subject to the Court's approval, the Parties agree to the following relief:

4.1 Settlement Fund and Escrow Account.

4.1.1 Everi agrees to create the Settlement Fund by depositing cash on a non-reversionary basis in the total amount of \$14,000,000.00 (Fourteen Million and 00/100 Dollars)

(the “Settlement Fund Amount”) into the Escrow Account (defined below) upon the terms further set out in this Section. The Settlement Fund shall be used to pay: (i) the Settlement Administrator’s costs associated with disseminating the Class Notice, and any escrow, administrative and/or bank-related fees and costs associated with the Settlement Administrator’s distribution of payments to Settlement Class Members, (ii) distributions to Settlement Class Members, as described in this Section of this Agreement, and (iii) such Service Awards to the Class Representatives and Fee Awards as described in section 5 of this Agreement.

4.1.2 The funding of the Settlement Fund may occur in stages as follows: (i) the first \$250,000 to be paid to the Settlement Administrator as set forth in Section 4.1.10; (ii) Everi shall within thirty (30) days after the Effective Date deposit into an escrow bank account (the “Escrow Account”), to be created and administered by the Settlement Administrator pursuant to the terms of this Agreement an amount equal to the remaining estimated class administration expenses and approved Service Awards and Fee Awards, and (iii) within seventy-five (75) days of the Effective Date, Everi shall deposit in the Escrow Account the remainder of the Settlement Fund Amount not previously disbursed. The Escrow Account shall be held in a “qualified settlement fund” (as set forth below) in an interest-bearing bank account at a commercial bank with excess capital exceeding One Hundred Million Dollars and No Cents (\$100,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC.

4.1.3 All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be

reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

4.1.4 The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. All Taxes shall be paid out of the Escrow Account. Defendants, Defense Counsel, the Insurers, Class Representatives, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendants, the Insurers, Defense Counsel, Class Representatives, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

4.1.5 Upon or before establishment of the qualified settlement fund, the Settlement Administrator shall apply for an employer identification number for the qualified settlement fund utilizing Internal Revenue Service Form SS-4 and in accordance with Treas. Reg. § 1.468B-2(k)(4), and shall provide Everi with that employer identification number on a properly completed and signed IRS Form W-9.

4.1.6 For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund within the meaning of Treas. Reg. § 1.468B-2(k)(3). The Settlement Administrator shall timely and properly file all informational and other federal, state, and local tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k) and Tres. Reg. § 1.468B-2(1)(2)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or

penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

4.1.7 If requested by either Everi or the Settlement Administrator, the Settlement Administrator and Everi shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1 (j)(2) to treat the qualified settlement fund as coming into existence as a settlement fund as of the earliest possible date.

4.1.8 The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defense Counsel or by order of the Court.

4.1.9 All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Settlement Agreement or further order of the Court.

4.1.10 Within fifteen (15) days of the Preliminary Approval Date, Everi will disburse to the Settlement Administrator Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Settlement Fund Amount to be used by the Settlement Administrator for preliminary Settlement Administration Costs, including the costs to complete the Class Notice, establish and maintain the Settlement Website, establish and maintain a toll-free number for questions by Settlement Class Members, as well as any other initial administration costs to the Parties. To the extent that additional Settlement Administration Costs are incurred after this initial payment, but before the full funding of the Escrow Account, the Settlement Administrator may bill, and

Defendants shall pay, such additional costs based on reasonable and customary payment terms. For any costs of Settlement Administration that are paid by Everi, Everi shall receive a credit against the total Settlement Fund Amount required to be paid to create the Settlement Fund, such that the total amount paid by Everi shall equal, but in no circumstances exceed, Fourteen Million and 00/100 Dollars (\$14,000,000.00).

4.1.11 All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defense Counsel and Class Counsel, pursuant to the terms set forth in this Agreement.

4.1.12 Following its remittances of the Settlement Fund monies as described in paragraph 4.1.2 of this Agreement, Everi shall have no responsibility, financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of opt out letters, distributions to Settlement Class Members, payments to Class Counsel, Service Awards to the Class Representatives, investment of Escrow Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes, penalties, interest or other charges related to taxes imposed on the Escrow Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Escrow Account, since it is agreed that such deposits shall fully discharge Everi's obligation to the Class Representatives, Settlement Class Members, Class Counsel and expenses of administration with respect to the disposition of the Settlement Fund.

4.1.13 Following the Effective Date and Everi's satisfaction of its payment obligations as set forth in Paragraph 4.1.2, Class Counsel will execute and file an

acknowledgement that Everi has satisfied the payment obligations under the Settlement Agreement.

4.2 Payments from the Settlement Fund.

4.2.1 The total sum of money payable to the Settlement Class pursuant to this Agreement – *i.e.*, the total Settlement Fund and any earnings thereon, less the Settlement Administration Costs and any Fee Award and Service Awards (hereinafter, the “Total Class Member Benefits Payout”) – shall be distributed to all Approved Claimants, on a *pro rata* and equal basis. Each Settlement Class Member shall be entitled to submit only one claim, regardless of the number of qualifying cash-advance transactions made by a particular Settlement Class Member. Each Approved Claimant shall be paid, by a Benefit Check, a payment that shall be equal to the Total Class Member Benefits Payout divided by the total number of Approved Claims (hereinafter, the “Settlement Share”).

4.2.2 Adequate and customary procedures and standards will be used by the Settlement Administrator to determine Approved Claims, to prevent the payment of fraudulent claims and to pay only legitimate claims. All claims are subject to review and verification by both Defense Counsel and Class Counsel. All Claimants are required to provide or submit certain information to verify that they are appropriately claiming a benefit, as set forth in the “Claims Process” section below.

4.2.3 Settlement Shares shall be paid by Benefit Check directly to the Approved Claimants by the Settlement Administrator within ninety (90) days after the Effective Date.

4.2.4 Any distribution paid to a deceased Settlement Class Member shall be made payable to the estate of the deceased Settlement Class Member, provided that the Settlement Class

Member's estate informs the Settlement Administrator ten (10) calendar days prior to the date that settlement checks are mailed of the Settlement Class Member's death and provides a death certificate confirming that the Settlement Class Member is deceased.

4.2.5 If any Benefit Check sent to an Approved Claimant is returned as undeliverable, the Settlement Administrator will attempt to notify the Approved Claimant, including by attempting to obtain a new mailing address as practical. If, after a second attempt, such Benefit Check is again returned as undeliverable, no further efforts need be taken by the Settlement Administrator to resend such Benefit Check, at which time such Settlement Share shall be deemed undeliverable and the Approved Claimant will be barred from receiving a further distribution under this Agreement.

4.2.6 The Benefit Checks shall state that they are invalid after 180 calendar days. If any amounts remain in the Settlement Fund because Approved Claimants fail to negotiate their respective Benefit Checks within that that period of time or because a Benefit Check is undeliverable pursuant to Paragraph 4.2.5, the total amount of such unclaimed or undeliverable Settlement Shares shall be redistributed on a pro rata basis (net any necessary Settlement Administration Costs) to those Approved Claimants who previously received and negotiated the Benefit Checks they were sent during the initial distribution, but only to the extent that the amount of each Benefit Check (after all Settlement Administration Costs necessary to facilitate any such subsequent distribution are first deducted from the total amount of such unclaimed or undeliverable funds) would be at least \$5.00. Additional subsequent distributions shall thereafter continue to be made using the same process so long as the amount of each Benefit Check (after all Settlement Administration Costs necessary to facilitate any such subsequent distribution are first deducted

from the total amount of such unclaimed or undeliverable funds) would be at least \$5.00 in any such additional subsequent distribution of unclaimed or undeliverable funds.

4.2.7 In the event the amount of any unclaimed or undeliverable funds does not allow for a subsequent distribution of Benefit Checks in the amounts of at least \$5.00 each (on a pro rata basis), after Settlement Administration Costs are first deducted from the total amount of such unclaimed or undeliverable funds, or in the event a subsequent distribution of such unclaimed or undeliverable funds is otherwise infeasible, then the remaining unclaimed or undeliverable funds shall be distributed as directed by the Court upon application by Class Counsel and Defense Counsel for such funds to be distributed to a charitable organization or charitable organizations, selected by the Parties. Under no circumstances shall any amount of the Settlement Fund revert back to Everi.

4.2.8 Distribution of the Settlement Fund to Approved Claimants or to any other person other than the Settlement Administrator, pursuant to the terms hereof, shall commence only after the Effective Date, pursuant to the timetables set forth in this Agreement as to those amounts. The Aggregate Fees, Costs, and Expenses shall be paid from the Settlement Fund prior to the distribution of Settlement Shares to Approved Claimants, and thereafter the remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the terms set forth herein.

4.2.9 No portion of the Settlement Fund will revert to Everi, except in the event of a Termination of the Agreement, as provided in Section 11.

4.2.10 If the entry of a Final Approval Order does not occur, Everi shall have no obligation to make payments or distributions of any kind, other than payments to the Settlement Administrator for services rendered and costs incurred.

5. ATTORNEYS' FEES, COSTS AND SERVICE AWARDS TO CLASS REPRESENTATIVES

5.1 Attorneys' Fees and Costs. Class Counsel will file a Fee and Cost Application with the Court for an award of Attorneys' Fees and Costs to be paid from the Settlement Fund by no later than twenty (20) days prior to the Objection Deadline and Opt-Out Deadline. Everi agrees not to oppose Class Counsel's request for an award of reasonable Attorneys' Fees and Costs. The Settlement Administrator shall disburse from the Settlement Fund any Fee Award awarded by the Court to Class Counsel forty-five (45) after the Effective Date and after receiving W-9 forms from Class Counsel. In accepting this payment, the Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class Members, acknowledge that the payment and method of payment under this Agreement are in full satisfaction of any and all claims, rights, and demands that Class Counsel, the Class Representatives, or the Settlement Class had, have, or may claim to have in the future for attorney's fees, costs, expenses, or any other payment in connection with this Action or this Agreement, up to the date of Final Judgment. Everi shall have no responsibility for allocation or distribution of the award among Class Counsel.

5.2 Class Counsel intends to seek the Court's approval of a Fee Award of no more than 40% of the Settlement Fund in addition to out of pocket expenses actually incurred in the Actions. The Parties have not reached any agreements concerning the amount of any award of Attorneys' Fees and Costs to Class Counsel.

5.3 Class Counsel agree that the amounts of such Attorneys' Fees and Costs awarded shall compensate them for all legal work in the Litigation up to and including the date of Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action or the Accounting after the date of Final Judgment. The Fee Award shall be paid from the Settlement Fund. In the event the Court awards Class Counsel less than the amount of Attorney's Fees or Costs sought, this Settlement Agreement shall nonetheless remain in full force and effect and the other benefits or payments due or to become due shall not be increased or changed.

5.4 A Form 1099 for the payment of the Fee Award will be filed. Class Counsel shall cooperate with the Settlement Administrator to provide all information necessary to process the payment including completing any requested tax forms (*e.g.*, current IRS Form W-9 and applicable tax identification numbers). The Settlement Administrator and Everi shall have no responsibility for, and no liability whatsoever with respect to any tax obligations or any allocation among the Plaintiffs and Class Counsel, and/or any other person who may assert some claim thereto, of any award, payment or credit issued or made in this Action or pursuant to this Agreement, including but not limited to any award or payment pursuant to this section. Class Counsel and the Plaintiffs shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made pursuant to this section. No Party shall be deemed the prevailing party for any other purposes of the Litigation.

5.5 Payment of Any Service Awards to the Class Representatives. The Class Representatives will request, by no later than twenty (20) days prior to the Objection Deadline and Opt-Out Deadline, that the Court award them each a Service Award for the initiative in bringing

the claims alleged in the Litigation and for the time and effort they have invested in the Litigation. The amount to each of the Class Representatives shall not exceed two thousand and 00/100 dollars (\$2,000.000). Each of the Class Representatives shall receive a single Service Award, regardless of the number of cases filed by any one of the Class Representatives. Defendants agree not to oppose the Class Representatives' requests for Service Awards, provided it is consistent with this Agreement. Within forty-five (45) days after the Effective Date or after entry of an order approving the application for the Service Awards to the Class Representatives (whichever is later), and after receiving current W-9 forms from each of the Class Representatives, the Settlement Administrator shall disburse from the Settlement Fund any such Service Awards to the Class Representatives as awarded by the Court, and made pursuant to payment instructions in writing from Class Counsel. Class Counsel shall be responsible for delivering payment on the Service Awards to the Class Representatives after receipt of payment from the Settlement Administrator. A Form 1099 for the payment of any Service Awards will be filed.

5.6 Settlement Independent of Award of Fees, Costs and Service Awards. The payments of any Fee Award and any Service Awards set forth in section 5 of this Agreement are subject to and dependent upon the Court's approval of such requested awards as fair, reasonable, and adequate, and any order or proceedings relating to the applications for Attorneys' Fees and Costs or the Service Awards or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Finality of Judgment approving the Agreement and the Settlement. In the event the Court declines Plaintiffs' and/or Class Counsel's requests or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the Parties.

6. SETTLEMENT ADMINISTRATION AND CLASS NOTICE

6.1 Costs of Notice. All costs of providing the Class Notice as provided herein, including the costs of identifying members of the Settlement Class and the costs of printing, web hosting, and disseminating and mailing the Class Notice, shall be paid for out of the Settlement Fund, subject to the terms of this Settlement Agreement. In the event that this Settlement Agreement is terminated in accordance with its terms, Defendants shall bear any costs of providing Class Notice already incurred.

6.2 Costs of Administering Settlement. All Settlement Administration Costs shall be paid for out of the Settlement Fund. In the event that this Settlement Agreement is terminated in accordance with its terms, Defendants shall bear any Settlement Administration Costs already incurred.

6.3 Settlement Administrator. The Settlement Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth below. Those responsibilities include, but are not limited to:

6.3.1 completing Class Notice, as provided in this Settlement Agreement, including data standardization and further de-duplication of the Notice List including updating addresses through the National Change of Address system or similar database, reasonable efforts to update addresses for undeliverable Notices, and printing and mailing the Notice;

6.3.2 creating, maintaining, and hosting a Settlement Website and toll-free number;

6.3.3 acting as a liaison between Settlement Class Members and the Parties;

6.3.4 overseeing and administering the Settlement Fund;

6.3.5 handling the process of mailing Benefit Checks;

6.3.6 disbursing from the Settlement Fund any Fee Award and any Service Awards to Class Counsel and the Class Representatives;

6.3.7 preparing and providing a declaration to Defense Counsel and Class Counsel that will: (i) attest the compliance with the provisions of this Settlement Agreement related to Class Notice and the disbursement of and accounting pertaining to the Settlement Fund; (ii) listing each Settlement Class Member who timely and validly opted out of the Settlement; and (iii) performing any other tasks reasonably required to effectuate the Settlement.

6.4 The Settlement Administrator shall have the authority to request from any Settlement Member an IRS Form W-9 if the Settlement Administrator, in its reasonable judgment, deems it necessary to do so before it issues a payment to that Settlement Member. Everi may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as Everi shall deem appropriate in its sole discretion. The Settlement Administrator shall also be responsible for additional tasks the Parties jointly agree are necessary to accomplish administration of the Settlement.

6.5 The Settlement Administrator shall complete and provide to Everi any W-9 forms necessary for Everi to implement this Settlement.

6.6 Settlement Website

6.6.1 The Settlement Administrator will create and maintain the Settlement Website, to be activated within ten (10) days from the Preliminary Approval Date and in advance of the Notice Date. The Settlement Administrator's responsibilities will also include securing the domain name accessible at the URL www.everiFACTAsettlement.com, or another appropriate domain name as agreed upon by the Parties and approved by the Court, where the Settlement

Website may be accessed by the Settlement Class. The Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, Long-Form Notice, Claim Form, Email Notice and the Preliminary Approval Order, as well copies of Class Counsel's Fee and Cost Application and the Class Representatives' application for Service Awards when such documents are filed. Settlement Class Members shall have the ability to file claims electronically using an electronic Claim Form on the Settlement Website and provide the addresses to which such Benefit Checks are to be sent.

6.6.2 The Settlement Website will terminate (i.e., its contents shall no longer be accessible on the Internet) and shall no longer be maintained by the Settlement Administrator thirty (30) days after either (a) the disbursement of Settlement Shares pursuant to the terms of this Settlement Agreement; or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full. The Settlement Administrator will then transfer ownership of the domain name of the Settlement Website to Defendants.

6.6.3 All costs and expenses related to the Settlement Website shall be paid out of the Settlement Fund.

6.7 Notice Plan

6.7.1 The Class Notice shall conform to all applicable requirements of the governing rules of civil procedure and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

6.7.2 The Parties have worked collaboratively together to identify, through reasonable means, the name and contact information (including any and all e-mail addresses to the extent available) for any person they believe may potentially be a Settlement Class Member.

6.7.3 Everi will coordinate with the Settlement Administrator to provide Notice to the Class, as provided in this Settlement Agreement, including by providing the Settlement Administrator the names and last-known addresses of all individuals who comprise the Settlement Class prior to Plaintiffs moving for preliminary approval of the Settlement. Because the information about Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Everi will be used solely for the purpose of effecting this Settlement and otherwise shall comply with Everi's vendor and information security requirements. Any such information provided to the Settlement Administrator will not be provided to the Class Representatives or Class Counsel. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

6.7.4 Subject to Court approval, within fifteen (15) days of the Preliminary Approval Date, the Settlement Administrator shall send all potential Settlement Class Members the Class Notice in substantially the form attached hereto as Exhibits B and C, via postal mail and email (to the extent readily available in the data provided by Everi) to all of the postal and email addresses provided by the Parties to the Settlement Administrator, and shall make available the

Class Notices (as well as the online Claim Form and a copy of the postal Claim Form in the form attached hereto as Exhibit A) on the Settlement Website.

6.7.5 Prior to mailing, the Settlement Administrator shall attempt to update the last known addresses of the Class Members set forth on the Notice List through the National Change of Address system or a similar database. To the extent Everi's data does not contain a last known address for a Settlement Class Member, the Settlement Administrator shall attempt to use reverse lookup as needed to obtain an address.

6.7.6 Following the mailing of the Notice, the Settlement Administrator shall provide counsel for the Parties with written confirmation of the mailing.

6.7.7 Unless the Settlement Administrator receives a Notice returned from the United States Postal Service for reasons discussed below in this paragraph, that Notice shall be deemed mailed and received by the individual to whom it was sent five (5) days after mailing. In the event that subsequent to the first mailing of a Notice, and prior to seven (7) days before the Opt-Out Deadline, the Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the Notice to that address, and the Notice will be deemed mailed at that point. If any Notice is returned undeliverable, the Settlement Administrator will be instructed to attempt one skip-trace and if the skip-trace establishes an alternate address, the Settlement Administrator shall re-mail the Notice to that alternative address. The Notice shall be deemed received by the individual once it is mailed for the second time. Nothing in this paragraph shall be construed to extend the Opt-Out Deadline for any Class Member.

6.7.8 The Settlement Administrator shall establish a toll-free telephone number that will provide settlement-related information to Settlement Class Members using an automated response system of IVR.

6.7.9 All costs and expenses related to the toll-free telephone number shall be paid out of the Settlement Fund.

7. CLAIMS PROCESS

7.1 Submission of Claims. Settlement Class Members must timely submit, by mail or online, a valid Claim Form substantially in the form attached as Exhibit A by the Claims Deadline. The Settlement Website shall include an online portal, to be developed by the Settlement Administrator, in conjunction with and subject to the approval of both Defense Counsel and Class Counsel, that is substantially consistent in all material respects with the form and content of the Claim Form attached as Exhibit A and otherwise consistent with the terms of this Agreement. All Claim Forms must be postmarked or submitted to the Settlement Administrator, either in hard copy form or electronically via the Settlement Website, by the Claims Deadline. A valid Claim Form means a Claim Form containing all required information and which is signed by the Claimant and is timely submitted. Any Claim Form that is not timely postmarked or submitted shall be denied. In the event a potential Settlement Class Member submits a Claim Form by the Claims Deadline but the Claim Form is not complete, then the Settlement Administrator shall, within fifteen (15) days after its receipt of the incomplete Claim Form, notify such potential Settlement Class Member by mail or email of the missing information and afford such person an opportunity to cure the deficiency by providing the requested missing information to the Settlement Administrator by the Effective Date.

7.2 Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form in processing all Claim Forms that are submitted. Any Claim Form submitted that does not meet the requirements of this Agreement shall not be eligible to be deemed an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall promptly make Defense Counsel and Class Counsel aware of any evidence of abuse, fraud, or duplication. The Settlement Administrator's decisions regarding the Settlement Class Members' eligibility for a claims payment shall control, except that either Defense Counsel or Class Counsel may object to the Court should a disagreement arise between the Parties as to any determination of a claim's validity made by the Settlement Administrator, in which case the Court's determination as to the validity of any such disputed claim shall be final. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

7.3 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

8. RELEASES

8.1 On the Effective Date, Class Representatives and each Settlement Class Member will be deemed to have, and by operation of this Release and the Judgment will have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties of and from any and all Released Claims and, without further action by any person or the Court, will be

deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Released Claim. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this paragraph, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

8.2 After execution of this Settlement Agreement, Class Representatives and/or Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims, that it is possible that unknown facts, losses or claims exist, and that known losses may have been underestimated in amount or severity. This was explicitly taken into account in connection with this Agreement. Class Representatives and Settlement Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claims against the Released Parties, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts.

8.3 Subject to Court approval, each Settlement Class Member shall be bound by this Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Action or its Settlement in the form of the Notice or otherwise. The Release and agreements contained in this section shall apply to and bind all

Settlement Class Members, including those Settlement Class Members whose postcard Notices are returned as undeliverable, and those for whom no current address can be found, if any.

8.4 On the Effective Date, Releasing Parties hereby release the Released Parties from each and every Released Claim.

8.5 Promptly after the Effective Date, Settlement Class Members shall dismiss with prejudice all claims, actions or proceedings that are released pursuant to this Agreement. In the event any such actions or proceedings are not dismissed and Everi learns of the action, Everi may provide notice to the Settlement Class Member of this Settlement and request dismissal of the action.

8.6 With respect to the Released Claims, Class Representatives and all Settlement Class Members expressly waive and relinquish any rights or benefits available to them under California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8.7 Notwithstanding Section 1542 of the California Civil Code, or any other federal or state statute or rule of law of similar effect, this Settlement Agreement shall be given full force and effect according to each and all of its terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from, or are in any way connected with the Released Claims.

8.8 Upon entry of the Final Approval Order, Class Representatives and Settlement Class Members are hereby barred against bringing any action or claim against any of the Released Parties for any of the Released Claims.

9. COVENANTS NOT TO SUE

9.1 The Class Representatives, on behalf of themselves and the Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

10. APPROVAL PROCESS

10.1 Court Approval

10.1.1 On or before July 24, 2020, Class Counsel shall submit this Settlement Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, issue a Preliminary Approval Order, and schedule a Final Approval Hearing on whether the Settlement should be granted final approval (collectively hereinafter, the “Motion for Preliminary Approval”).

10.1.2 In the Motion for Preliminary Approval, Class Counsel shall request that the Court allow for a period of at least ninety (90) days between the Notice Date and the Final Approval Hearing.

10.1.3 Defendants agree not to oppose, directly or indirectly, the Motion for Preliminary Approval or the entry of the Preliminary Approval Order on any grounds, including but not limited to by contesting the Class Representatives' standing or the Court's jurisdiction over the Parties or the Action.

10.1.4 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

10.1.5 If the Court does not enter a Preliminary Approval Order or a Final Approval Order and Judgment in all material respects as set forth herein, or if the Final Approval Order is reversed, vacated, overturned, or rendered void by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. In the event of any such termination after Everi has paid the Settlement Fund Amount to create the Settlement Fund in accordance with this Agreement, then the entire Settlement Fund shall belong to and revert back to Everi. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award or any Service Awards to the Class Representatives, described in Section 5 above, including any decision by any court to award less than the amounts sought, shall not prevent the Agreement from becoming effective, prevent

Final Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

10.1.6 If the Court does not enter a Preliminary Approval Order on the grounds that the Representative Plaintiffs lack standing or that it lacks subject-matter jurisdiction over the Action, the Parties agree to thereafter seek approval of this Settlement Agreement in a state or federal court in Florida. As such, if the Court does not enter a Preliminary Approval Order on the grounds that the Representative Plaintiffs lack standing or that it lacks subject-matter jurisdiction over the Action, the Parties agree to proceed with this Settlement without material alteration except as necessary to accommodate a change of the jurisdiction and setting to an appropriate Florida federal or state court. In such an event, the Parties shall work in good faith to facilitate the Settlement, promptly secure its preliminary and final approval from the state court, and promptly carry out its terms; to the extent additional notice is required, the costs of notice and administration of any settlement presented for approval to the Florida court shall be exclusively borne by the Settlement Fund.

10.2 Procedures for Objecting to the Settlement

10.2.1 Settlement Class Members shall have the right to appear and show cause if they have any reason why the terms of this Agreement should not be given final approval, subject to each of the sub-provisions contained in this section. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement. Any objection to this Settlement Agreement, including any of its terms or provisions, must be in writing and mailed to Class Counsel, Defense Counsel, and the Clerk of the Court at the addresses set forth in the Class

Notice, postmarked no later than the Objection Deadline. Settlement Class Members may object either on their own or through an attorney hired at their own expense.

10.2.2 Any objection regarding or related to the Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Donahue v. Everi Holdings, Inc.*, No. 2018CH15419” and also shall contain the following information: (i) the objector’s name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector or any other person otherwise assisting the objector or who otherwise stands to potentially benefit financially with respect to such objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Settlement Class Member, including the date(s) and location(s) at which one or more cash-advance transaction(s) covered by this Settlement was or were performed; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and/or the objector’s attorney or any other person assisting with such objection (if applicable) has objected to a proposed class action settlement in the past five (5) years. If an objecting party chooses to appear at the Final Approval Hearing, then by no later than the Objection Deadline, a notice of intention to appear, either in person or through an attorney, shall be filed with the Court and list the name, address, and telephone number of the person and/or any attorney who will appear.

10.2.3 A Settlement Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only those matters that were set forth in the timely and validly submitted written objection filed by such Settlement Class Member. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have, but failed to, raise in his/her written objection, and all

objections to the Settlement Agreement that are not set forth in a timely and validly submitted written objection will be deemed waived.

10.2.4 If a Settlement Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. Class Representatives or Defendants or both may take discovery regarding any objector, their attorney (if applicable), and the basis of any objection, to the same extent that discovery could otherwise have been sought from a party to the Action.

10.2.5 Any Settlement Class Member who fails to comply with the applicable provisions of the preceding paragraphs concerning any objection that he or she may have shall waive and forfeit any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Litigation. By filing an objection, objectors and their counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

10.3 Motion for Final Approval and Right to Respond to Objections

10.3.1 Class Counsel shall move for final approval of the Settlement no later than ten (10) days prior to the Final Approval Hearing.

10.3.2 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than ten (10) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand or overnight delivery, to the objector (or any counsel for the objector).

10.4 Opt-Outs/Requests for Exclusion

10.4.1 Any putative Settlement Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Class Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the putative Settlement Class Member, and must include such individual’s name, address, and the date(s) and location(s) at which one or more cash-advance transaction(s) covered by this Settlement was or were performed, and must clearly state that the Person wishes to be excluded from the Litigation and this Settlement and the Settlement Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by the Court’s Orders in this Litigation and by this Agreement, if approved. The request for exclusion must be personally signed by the Person seeking to be excluded. So-called “mass” or “class” opt-outs shall not be allowed and shall be void.

10.4.2 Any Settlement Class Member who does not opt out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class upon the expiration

of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments.

10.4.3 Any Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this section, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

10.4.4 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; or (c) gain any rights by virtue of the Agreement.

10.4.5 Any Person in the Settlement Class who submits a request for exclusion may not file an objection to the Settlement, and any such purported objection filed by a Person in the Settlement Class who has requested exclusion shall be deemed a nullity. If a Settlement Class Member submits a written request for exclusion pursuant to Paragraph 10.4.1 above, he or she shall be deemed to have complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

10.4.6 The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt-Out Deadline.

10.4.7 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's

election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

10.4.8 After Class Notice is disseminated, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment, which will (among other things):

- (i) find that the Court has personal jurisdiction over the Parties and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- (ii) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Class Representatives and the Releasing Parties with respect to the Released Claims;
- (iii) find that the Class Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the rules of civil procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- (iv) dismiss the Litigation (including all individual claims and Settlement Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement and as ordered by the Court; incorporate the Releases set forth above in Section 8, make those Releases effective as of the date of the Final Approval Order and Judgment, and
- (v) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

10.4.9 Defendants agree not to oppose, directly or indirectly, the motion for final approval of the Settlement or the entry of the Final Approval Order and Judgment on any grounds, including but not limited to by contesting the Class Representatives' standing or the Court's jurisdiction over the Parties or the Action.

10.4.10 If the Court does not enter a Final Approval Order and Judgment on the grounds that the Representative Plaintiffs lack standing or that it lacks subject-matter jurisdiction over the Action, the Parties agree to thereafter seek approval of this Settlement Agreement in a state or federal court in Florida. As such, if the Court does not enter a Final Approval Order on the grounds that the Representative Plaintiffs lack standing or that it lacks subject-matter jurisdiction over the Action, the Parties agree to proceed with this Settlement without material alteration except as necessary to accommodate a change of the jurisdiction and setting to an appropriate Florida federal or state court. In such an event, the Parties shall work in good faith to facilitate the Settlement, promptly secure its preliminary and final approval from the state court, and promptly carry out its terms; to the extent additional notice is required, the costs of notice and administration of any settlement presented for approval to the Florida court shall be exclusively borne by the Settlement Fund.

11. TAXES

11.1 For each payment made pursuant to this Agreement, the Settlement Administrator may report each payment to government authorities including the Internal Revenue Service as required by law, and it shall make all required deductions and/or withholdings. The Settlement Administrator further may issue a Form 1099 to each Settlement Class Member. Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant

to this Agreement. Everi makes no representations and it is understood and agreed that Everi has made no representations as to the taxability of any portions of the settlement payments to any Settlement Class Members, the payment of any Fee Award, or the payment of any Service Awards to the Class Representatives. The long-form Notice will advise Class Members to seek their own tax advice prior to acting in response to the Notice, and the Class Representatives and Class Counsel agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

11.2 Settlement Class Members, Class Representatives, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

11.3 The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the determination, administration, calculation, investment, allocation, distribution, or payment of award amounts or distributions, the payment or withholding of taxes, or any losses incurred in connection therewith. No person shall have any claim against the Released Parties, Class Counsel or any other agent designated pursuant to this Agreement based upon the distributions made substantially in accordance with this Agreement or any order of Court.

12. TERMINATION OF AGREEMENT

12.1 Either the Class Representatives or Defendants May Terminate the Agreement. Class Representatives and Defendants will each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

12.1.1 the Court rejects, materially modifies, materially amends or changes, or expressly declines to issue a Preliminary Approval Order or a Final Approval Order and Judgment in the course of adjudicating any request to approve the Settlement Agreement;

12.1.2 an appellate court reverses the Final Approval Order and Judgment and the Settlement Agreement is not reinstated without material change by the Court on remand;

12.1.3 any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order and Judgment, or the Settlement Agreement in any material way, unless such modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court approval of Attorneys' Fees and Costs or any Service Award, or their amount, is not a material condition of the Settlement;

12.1.4 the Effective Date does not occur; or

12.1.5 more than five percent (5%) of the Settlement Class opts out.

12.2 Revert To Status Quo in Event of Termination. In the event of any termination of the Agreement pursuant to Section 12, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Settlement Administrator for services rendered to the date of termination will not be refunded to Everi.

12.3 In the event any termination as provided in Section 12.1 occurs after Everi has paid the Settlement Fund Amount to create the Settlement Fund in accordance with this Agreement, the entire Settlement Fund shall belong to and be returned to Everi;

12.4 If the Settlement Agreement is not approved in all material respects by the Court, any Party has the option to terminate the Settlement Agreement and revert to the status quo prior to the Settlement.

13. INJUNCTIVE RELIEF

13.1 The Parties agree that the core relief under the Settlement includes changes to Everi Payments' business practices related to the printing and providing of customer-copy cash-advance transaction receipts. As a continuing and future benefit to all Settlement Class Members, Everi Payments agrees that it will not program their equipment to generate printed customer receipts displaying more than the last 5 digits of the credit or debit card number (in any location or locations on such receipt) used in connection with any transaction involving its CashClub® technology in the future, absent a change in the law or other regulations that requires the printing of more than the last 5 digits of the credit or debit card number, including any requirement that the first four-digits of the BIN be separately printed on a customer copy receipt. The Parties acknowledge that Everi Payments has already removed the first four-digits of the BIN from consumer receipts.

13.2 No Admission of Liability. Everi deny any liability or wrongdoing of any kind associated with the alleged claims in the Action. Everi and the Gaming Establishments have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Litigation. Nothing in this Settlement Agreement will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Litigation. Nothing in this Settlement Agreement will constitute an admission by Everi or the Gaming Establishments that the Litigation is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in

furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Everi or the Gaming Establishments or of the truth of any of the allegations in the Litigation; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Everi or the Gaming Establishments in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

13.3 Pursuant to any applicable state or federal rule of evidence, including without limitation Federal Rule of Evidence Rule 408, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

14. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

14.1 The Effective Date of this Agreement shall be the date the Judgment has become Final, provided however that no party has exercised any right to termination that may have arisen.

14.2 If this Agreement is terminated pursuant to Section 12, the Parties will be restored to their respective positions as of the dates on which the parties filed a stipulation of dismissal without prejudice in the Related Actions, and the limitations period for all FACTA claims of the Class Representatives and unnamed Settlement Class Members shall be tolled for the period of time between filing of the Related Actions and the date on which any termination of the Settlement occurs, such that, as of the date of any such termination, the statute of limitations for all of the Class Representatives' and all Settlement Class Members' FACTA claims shall be deemed to

extend back to two years before the dates on which each of the Related Actions was filed. In the event of such termination, no further payments shall be made by Everi to anyone in accordance with the terms of this Agreement and the Parties will bear their own costs and fees with regard to the efforts to obtain Court approval. In the event of any such termination, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

14.3 The Parties agree to request a stay of the Action pending approval of the Settlement.

15. MEDIA AND CONFIDENTIALITY

15.1 The Parties, including their Counsel, agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Settlement Agreement is filed in connection with the Class Representative's Motion for Preliminary Approval.

15.2 The Parties agree that all information obtained from or provided by Defendants in connection with this Settlement Agreement and its negotiation shall be kept confidential and that such information shall be used only for the purposes allowed by this Settlement Agreement and for no other purpose, except as otherwise ordered by the Court.

15.3 The Parties, including their counsel, agree that they shall not at any time publish or issue a press release including but not limited to the media or on the Internet concerning the Settlement. The Parties further agree that they shall not make any statement, with or without attribution, in response to any media inquiries concerning the Action, Everi, the Gaming Establishments, or the Settlement. In response to any such inquiries, the Parties shall refer the inquiring media to the papers filed in the court docket.

15.4 To the extent that Class Counsel settles other actions raising the same or similar claims, Class Counsel shall not reference this Settlement, Everi, or the Gaming Establishments in any public comments, including to the media in connection with such other actions or otherwise.

15.5 Investor Disclosures. The parties acknowledge that Everi may need to make certain general disclosures to investors, or in securities or public filings regarding the Settlement, prior to Court approval. The Parties agree that such disclosures may be made, irrespective of the remainder of Section 15, with a notation that the Parties are working towards Court approval of the Settlement.

16. NOTICES

16.1 All notices (other than the Notice to Class Members) required by the Agreement shall be made in writing and communicated by mail and email to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel c/o:

Scott D. Owens
Scott D. Owens, P.A.
3800 S. Ocean Dr., Suite 235
Hollywood, Florida 33019
Telephone: (954) 589-0588
Scott@ScottDOWens.com

Frank S. Hedin
HEDIN HALL LLP
1395 Brickell Avenue, Suite 1140
Miami, FL 33131
Telephone: (305) 357-2107
fhedin@hedinhall.com

All notices to Everi or Defense Counsel shall be sent to Defense Counsel c/o:

Sara F. Holladay-Tobias
Emily Y. Rottmann
McGuireWoods LLP
50 North Laura Street, Suite 3300
Jacksonville, FL 32202

Telephone: (904) 798-3200
stobias@mcguirewoods.com
erottmann@mcguirewoods.com

David L. Hartsell
McGuireWoods LLP
77 West Wacker Drive, Suite 4100
Chicago, IL 60601-1818
Telephone: (312) 750-8898
dhartsell@mcguirewoods.com

17. MISCELLANEOUS PROVISIONS

17.1 Cooperation of the Parties: The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to fully cooperate and to take all reasonable steps and actions necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement, and to obtain the Court's entry of a Preliminary Approval order and a Final Approval Order and Judgment. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Settlement Class Members. Class Counsel and Defense Counsel recognize that they have an obligation to support the Settlement and to seek the Court's final approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

17.2 Resolution of Dispute without Admission: The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Party as to the merits of any claim or defense.

17.3 Use In Subsequent Proceedings: Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the

Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Everi or the Gaming Establishments; or is or may be deemed to be an admission of, or evidence of, any fault or omission of Everi or the Gaming Establishments in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to the Litigation may file this Agreement and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17.4 Confidential Information: All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

17.5 Incorporation of Exhibits: Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.6 Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

17.7 Integration: This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

17.8 Class Counsel's Authority: Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class Representatives to take all appropriate action required or

permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class.

17.9 Parties' Authority: Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

17.10 Counterparts: This Agreement may be executed in one or more counterparts, including by signature transmitted by facsimile or by electronic mail in PDF format. All executed counterparts will be deemed to be one and the same instrument.

17.11 No Prior Assignments: Class Representatives and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

17.12 Binding on Assigns: This Agreement will be binding upon, and inure to the benefit of, the heirs, executors, successors and assigns of the Parties and the Settlement Class Members; but, this Agreement is not designed to and does not create any third-party beneficiaries.

17.13 No Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the conduct that is the subject of the Releases, or the funds (or remainder of funds) paid or used in the Settlement. There are no third-party beneficiaries created or implied.

17.14 Interpretation: None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The

language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter thereof. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and the canon of contract interpretation to the contrary shall not be applied.

17.15 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

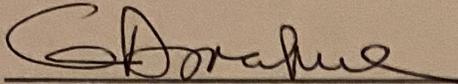
17.16 Governing Law: The Agreement and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Illinois, and this Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice-of-law principles. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

17.17 No Waiver: The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and cause this Agreement to be executed by their duly authorized attorneys.

FOR PLAINTIFFS:

GERALDINE DONAHUE



Geraldine Donahue

Date: 7/21/2020

SADIKI LAWRENCE

Sadiki Lawrence

Date: _____

ONEEB REHMAN

Oneeb Rehman

Date: _____

MAT JESSOP

Mat Jessop

Date: _____

AARON HUFFMAN

Aaron Huffman

Date: _____

FOR PLAINTIFFS:

GERALDINE DONAHUE

Geraldine Donahue

Date: _____

SADIKI LAWRENCE



Sadiki Lawrence

Date: 7/21/2020

ONEEB REHMAN



Oneeb Rehman

Date: 7/22/2020

MAT JESSOP



Mat Jessop

Date: 7/24/2020

AARON HUFFMAN

Aaron Huffman

Date: _____

FOR PLAINTIFFS:

GERALDINE DONAHUE

Geraldine Donahue

Date: _____

SADIKI LAWRENCE

Sadiki Lawrence

Date: _____

ONEEB REHMAN

Oneeb Rehman

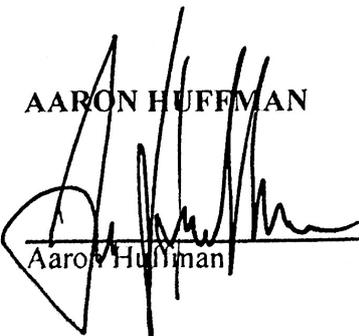
Date: _____

MAT JESSOP

Mat Jessop

Date: _____

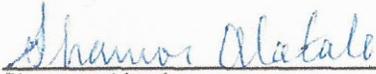
AARON HUFFMAN



Aaron Huffman

Date: 7-27-20

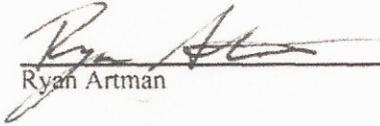
SHANNON ALATALO



Shannon Alatalo

Date: 7/27/2020

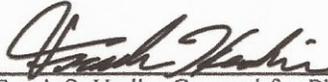
RYAN ARTMAN



Ryan Artman

Date: 7/21/2020

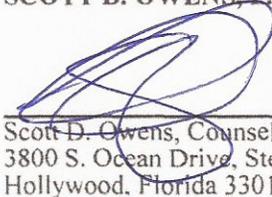
HEDIN HALL LLP (AS TO FORM)



Frank S. Hedin, Counsel for Plaintiffs
1395 Brickell Avenue, Ste 1140
Miami, Florida 33131

Date: July 27, 2020

SCOTT D. OWENS, P.A. (AS TO FORM)



Scott D. Owens, Counsel for Plaintiffs
3800 S. Ocean Drive, Ste 235
Hollywood, Florida 33019

Date: 7-28-20

FOR DEFENDANTS:

EVERI HOLDINGS INC. AND EVERI PAYMENTS INC.



Name: Michael Rumbolz
Title: Chief Executive Officer

Date: July 20, 2020

MCGUIREWOODS LLP (AS TO FORM)



Sara F. Holladay-Tobias, Counsel for Defendants
50 North Laura Street, Ste 3300
Jacksonville, Florida 32202

Date: July 20, 2020

Exhibit A
(Claim Form)

Donahue v. Everi Holdings, Inc.

Circuit Court of Cook County, Illinois, Case No. 2018CH15419

Online Claim Form

If you are a Settlement Class Member, you must submit a completed Claim Form on this webpage on or before [insert date] to receive a payment from the Settlement. If you would like to send a paper claim form by mail instead, it must be postmarked on or before [insert date] and sent to the address provided at the bottom of this Claim Form.

Please carefully read the full notice of this Class Action Settlement (available for download at www.everifactasettlement.com) before completing and submitting this Claim Form.

CLAIMANT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit your Claim Form by sending an e-mail to [insert admin e-mail address where changes to contact info should be mailed]. Only one claim may be submitted per person.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

CURRENT TELEPHONE NUMBER

E-MAIL ADDRESS

CLAIMANT CERTIFICATION

By submitting this Claim Form, I certify that: (i) between February 16, 2016 and December 31, 2019, I engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishment in the United States or on tribal lands; (ii) where such transaction was processed using Everi Payments' CashClub® technology; and (iii) for which Everi Payments' system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled "BIN".

Signature: [Typed for online version]

Agree and Submit Online

Your claim will be submitted to the Settlement Administrator for review. Please keep a copy of your submitted Claim for your records by printing a copy of the page you are directed to after you click the “Agree and Submit Online” button above. You will also receive an e-mail confirmation sent to the e-mail address provided above.

If you would like to submit your Claim Form by mail instead, please complete all of the form fields above, click [here](#) to print a copy of your completed Claim Form, and then mail your printed Claim Form to:

[Insert Admin Mailing Address for Receiving Paper Claim Forms]

You will receive your payment by check within 90 days after the Settlement’s Effective Date, as described in the Settlement Agreement and Release, which is available at [\[insert link to Settlement Agreement on Settlement Website\]](#). This process takes time, please be patient.

Exhibit B

(Short-Form Notice)

**A Court authorized this notice.
You are not being sued. This is not a solicitation from a lawyer.**

Records indicate you may have engaged in a quasi-cash, or manual cash disbursement debit card or credit card transaction processed by Everi Payments, Inc. between February 16, 2016 and December 31, 2019, and a class action settlement may affect your rights.

**You Could Get Money From A Class Action Settlement If You Return A Claim Form.
Claim Forms are available at www.everifactasettlement.com.**

A settlement has been reached in a class action lawsuit called *Donahue v. Everi Holdings, Inc., et al.* The lawsuit alleges that receipts generated during certain cash access transactions processed by Defendants Everi Holdings, Inc. and Everi Payments, Inc. (“Everi Payments,” and collectively, “Everi”) violated the Fair and Accurate Credit Transactions Act (“FACTA”). Everi maintains that it did not violate FACTA and the lawsuit is without merit, and Everi was prepared to vigorously defend all aspects of it.

What is this notice? This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.everifactasettlement.com, by contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, [insert telephone number for Class Counsel’s office], fhedin@hedinhall.com, or by accessing the Court docket in this case. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Who is included? The Settlement Class includes all persons within the United States who, between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishment in the United States or on tribal lands, (ii) where such transaction was processed using Everi Payment’s CashClub® technology; and (iii) for which Everi Payment’s system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled “BIN”. The transactions subject to this Settlement were exclusively in-person transactions performed or concluded at cash cages located in gaming establishments.

What are the Settlement Terms? A Settlement Fund of \$14,000,000.00 has been established to pay all valid claims (on a “pro rata” basis, so each Settlement Class Member who submits a valid claim will receive the same payment amount), plus administrative fees, attorneys’ fees and costs up to [insert amount], and incentive awards of up to \$[insert amount] to each of the four Class Representatives. Additionally, Everi Payments has already agreed and implemented changes to its customer receipt templates to address the issues raised in the litigation. Class Counsel estimates you will receive between \$[insert amount] and \$[insert amount] if you submit a Valid Claim, but the amount will depend on the number of Settlement Class Members who submit Valid Claims. Each Class Member who submits a Valid Claim will receive the same amount of money from the Settlement.

How to receive payment? To receive a cash payment, you must submit a Claim Form. Claim Forms may be submitted online at www.everifactasettlement.com. If you do not want to submit a Claim Form online, you may complete and return a Claim Form by mail; click [here](#) to download and print a Claim Form to return by mail to the following address: [insert admin address for receiving paper claim forms]. All Claim Forms must be postmarked or submitted online by [insert Claims Filing Deadline].

Exclude yourself: If you do not want to be legally bound by the Settlement, you must exclude yourself by sending a signed written request for exclusion postmarked by [insert deadline] and mailed to [insert admin address for requests for exclusion]. If you do not exclude yourself, you will release any claims you may have against Everi and its gaming establishment customers, and you will not be able to sue Everi or its gaming establishment customers for claims relating in any way to violations of FACTA (or any comparable state law) or the printing of customer-copy transaction receipts that displayed a four-digit number in a field labeled “BIN” in connection with Everi Payments’ quasi-cash or manual cash disbursement services. If you exclude yourself, you will receive no payment from the Settlement but will retain the ability to sue Everi or its gaming establishment customers later.

Object: If you do not like the Settlement, you may object to it, but only if you do not exclude yourself. Any objections must be postmarked by [insert deadline]. Objections must be signed, provide the reasons for the objection, and comply with the other requirements set by the Court in its order granting preliminary approval of the Settlement, a copy of which is

accessible at www.everifactsettlement.com. Objections must be mailed to the addresses provided in the full Class Notice, which is available at [\[insert link to download full Class Notice on the Settlement Website\]](#).

Final Approval Hearing: The Court will hold a hearing on [\[insert date\]](#), at [\[insert time\]](#), at Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602, to consider whether to approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but you are not required to do so. For more information, please contact the Settlement Administrator by sending an e-mail to [\[insert admin e-mail address\]](#), or by calling [\[insert admin phone number for fielding inquiries about the Settlement\]](#), or visit the Settlement Website at www.everifactsettlement.com.

Exhibit C
(Long-Form Notice)

OFFICIAL COURT-APPROVED LEGAL NOTICE

Donahue v. Everi Holdings, Inc., et al.
Circuit Court of Cook County, Illinois, Case No. 2018CH15419

If you engaged in a quasi-cash, or manual cash disbursement debit card or credit card transaction processed by or Everi Payments, Inc. between February 16, 2016 and December 31, 2019, you could receive a cash payment from a class action lawsuit.

A Court authorized this notice.
You are not being sued. This is not a solicitation from a lawyer.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT THE CLAIM FORM BY [INSERT CLAIM FILING DEADLINE]	The only way to receive a payment. By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
EXCLUDE YOURSELF BY [INSERT DEADLINE]	You will receive no payment, but you will retain any rights you currently have to sue Everi or its gaming establishment customers about the issues in this case. Your request to exclude yourself must be postmarked by [insert deadline].
OBJECT BY [INSERT DEADLINE]	Write to the Court and explain why you do not like the Settlement. Your objection must be postmarked by [insert deadline].
ATTEND A HEARING ON [INSERT FINAL APPROVAL HEARING DATE]	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not get a share of the Settlement benefits and will give up your rights to sue Everi or its gaming establishment customers about the issues in this case.

- A proposed settlement has been reached in a class action lawsuit called *Donahue v. Everi Holdings, Inc., et al.* The lawsuit alleges that receipts generated by Defendants Everi Holdings, Inc. and Everi Payments, Inc. (“Everi Payments,” and collectively, “Everi”) violated the Fair and Accurate Credit Transactions Act (“FACTA”). Everi maintains that it did not violate FACTA and the lawsuit is without merit, and Everi was prepared to vigorously defend all aspects of it.

- The Settlement Class includes all persons within the United States who, between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishment in the United States or on tribal lands, (ii) where such transaction was processed using Everi Payments’ CashClub®

technology; and (iii) for which Everi Payments' system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled "BIN". The transactions subject to this Settlement were exclusively in-person transactions performed or concluded at cash cages located in gaming establishments.

- If the Court approves the Settlement, you may be eligible to receive a payment by submitting a Claim Form. Your payment amount will depend on how many Settlement Class Members submit valid Claim Forms. The Settlement Fund will be divided and distributed equally—sometimes referred to as "pro rata"—to all Settlement Class Members who submit a valid Claim Form after attorneys' fees, costs and expenses, any award for the Representative Plaintiffs, and notice and administration costs have been deducted.

Please read this notice carefully. Your legal rights are affected whether you act or don't act. These rights and options—and **the deadlines to exercise them**—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.everifactasettlement.com, by contacting the Settlement Administrator at [insert admin phone number for fielding inquiries about Settlement], contacting class counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, 305-357-2107, fhedin@hedinhall.com, or by accessing the Court docket in this case in person at the Clerk's office at the following address: Daley Center, 50 W. Washington St., Chicago, IL 60602.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

2. What is a class action lawsuit?

In a class action, one or more "Representative Plaintiffs" sue on behalf of a group of people who have similar claims. In this case and under this Settlement, these people are together called a "Settlement Class" or "Settlement Class Members." In a class action, the court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes only.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit alleges that Everi violated the Fair and Accurate Credit Transactions Act (“FACTA”) by generating receipts during certain quasi-cash or manual cash disbursement transactions where the customer used a debit card or credit card, and the consumer receipts displayed four digits of the credit or debit card number in a field on the receipt labeled “BIN”. The transactions subject to this Settlement were exclusively in-person transactions performed or concluded at cash cages located in gaming establishments.

Everi denies the allegations and maintains that it has strong, meritorious defenses to the claims. The Settlement is not an admission of, and does not establish any, wrongdoing by Everi.

More information about the complaint in the lawsuit can be found in the “Court Documents” section of the Settlement website at www.everifactasettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Representative Plaintiffs or Everi should win this case. Instead, both sides agreed to a Settlement. The Representative Plaintiffs and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that this Settlement includes a Class of all persons within the United States who, between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishment in the United States or on tribal lands, (ii) where such transaction was processed using Everi Payments’ CashClub® technology; and (iii) for which Everi Payments’ system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled “BIN”. The transactions subject to this Settlement were exclusively in-person transactions performed or concluded at cash cages located in gaming establishments.

The following are excluded from the Settlement Class: (1) any trial judge and other judicial officers that may preside over the Action; (2) the Mediator; (3) Everi, as well as any parent, subsidiary, affiliate or control person of Everi, and the officers, directors, agents, servants or employees of Everi; (4) any of the Released Parties; (5) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; (6) any person or entity who has previously given a valid release of the claims asserted in the Action; and (7) Plaintiff’s Counsel.

Everyone who fits this description, who is not excluded as per the above, is a member of the Settlement Class. If you received an email about this class action, you may fit this description.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

As part of the Settlement, Everi have agreed to create a Settlement Fund of Fourteen Million Dollars (\$14,000,000.00). The Settlement Fund will be used to pay all valid claims, costs of administering the

Settlement, attorneys' fees and costs, and any incentive payments to the Representative Plaintiffs. Everi has also already agreed and implemented changes to its customer receipt templates to address the issues raised in the litigation.

7. Can I make a claim?

Under the Settlement Agreement, Settlement Class Members must request a payment by submitting a valid Claim Form (including by providing all of the information requested in the Claim Form) either by mail or online by the deadline to file claims. Further details are below.

HOW TO GET BENEFITS

8. How do I make a claim?

The Settlement creates a claims process. You can get the Claim Form on this website, www.everifactasettlement.com, by clicking [here](#) or by calling [\[insert admin phone number\]](#) to request that a Claim Form be mailed to you. The Claim Form may be submitted online [here](#) or by U.S. Mail sent to [\[insert admin address for receiving paper Claim Forms\]](#). If you submit a valid Claim Form and your claim is approved, you will receive a payment from the Settlement. Only one claim form may be submitted per person, and each person may receive only one payment.

The Claim Form requires you to provide your name, address, and e-mail address. You must sign the Claim Form to certify that you are a member of the Settlement Class.

All Claim Forms must be properly completed and submitted online (or postmarked if mailed) by [\[insert deadline to submit claims\]](#).

9. How much will payment be?

Your share of the settlement will depend on the number of Claim Forms that Class Members submit and other factors. Class Counsel estimate you will receive between approximately [\[insert amount\]](#) and [\[insert amount\]](#), but this is only an estimate. Your actual payment amount will depend on how many Settlement Class Members submit valid Claim Forms. The Settlement Fund will be divided and distributed equally—sometimes referred to as “pro rata”—to all Settlement Class Members who submit a valid Claim Form after attorneys' fees, costs and expenses, any award for the Representative Plaintiffs, and notice and administration costs have been deducted from the Settlement Fund.

10. When will I get my payment?

The hearing to consider the final fairness of the Settlement is scheduled for [\[insert date\]](#). If the Court approves the Settlement, and after any appeals process is completed, eligible Settlement Class Members whose claims were approved will be sent a check in the mail. If final approval of the Settlement is granted, payments will be issued no later than 90 days after any timely appeals have been resolved and the Settlement is final. Please be patient.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Frank Hedin and David Hall of Hedin Hall LLP and Scott Owens of Scott D. Owens, P.A. as the attorneys to represent you and other Settlement Class Members. These attorneys are called “Class Counsel.” Contact information for Class Counsel is as follows:

Frank S. Hedin
Hedin Hall LLP
1395 Brickell Ave., Ste 1140
Miami, Florida 33131
305-357-2107
fhedin@hedinhall.com

Scott. D. Owens
Scott D. Owens, P.A.
3800 S. Ocean Drive, Ste 235
Hollywood, Florida 33019
954-589-0588
scott@scottdowens.com

In addition, the Court appointed plaintiffs Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Shannon Alatalo, and Ryan Artman to serve as the Representative Plaintiffs. They are Settlement Class Members like you.

12. Should I get my own lawyer?

You do not need to hire your own lawyer. Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you, at your own expense, if you want someone other than Class Counsel to represent you.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses, totaling up to [insert amount], and will also request a service award of up to [insert amount] for each of the Representative Plaintiffs. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any award to the Representative Plaintiffs. The Court may award less than the amounts requested by Class Counsel and the Representative Plaintiffs. Everi has not made any agreement with Plaintiffs or Class Counsel as to the amounts that either will receive for attorneys’ fees, costs, and expenses.

Class Counsel will file with the Court and post on the Settlement website its request for attorneys’ fees, costs and expenses, and incentive awards by [insert deadline to file application for a fee award and service awards].

YOUR RIGHTS AND OPTIONS

14. What happens if I do nothing?

If you do nothing, you will receive no payment under the Settlement, you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Also, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Everi or Everi's gaming establishment customers for the claims being resolved by this Settlement.

15. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you cannot claim any money or receive any benefits as a result of the Settlement. You will keep your right to bring your own separate lawsuit against the Everi or Everi's gaming establishment customers for the claims resolved in this Settlement. You will not be legally bound by the Court's judgments related to the Settlement Class in this class action.

16. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter clearly stating that you want to be excluded from the Settlement in *Donahue. v. Everi Holdings, Inc., et al.*, No. 2018CH15419. Your letter must also include your name, address, your current phone number, and your signature. You must mail your exclusion request no later than [insert deadline] to:

[Insert Settlement Administrator address to receive requests for exclusion]

17. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Everi or Everi's gaming establishment customers for the claims being resolved by this Settlement.

18. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you may not submit a Claim Form to ask for a payment.

19. How do I object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not like any part of it. You must give reasons why you think the Court should deny approval by filing an objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you must object in writing. The Court will consider your views. Your objection and supporting papers must include:

1. A caption or title that identifies it as "Objection to Class Settlement in *Donahue. v. Everi Holdings, Inc., et al.*, No. 2018CH15419";
2. Your full name, address, and telephone number;
3. The name, address, and telephone number of any attorney representing you with respect to the objection;

4. A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class.
5. The specific factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Settlement Class Member, including the date(s) you engaged in a debit card or credit card transaction processed by Everi and covered by this Settlement; and
6. The case name, case number, and court for any prior class action lawsuit in which you and your attorney (if applicable) have objected to a proposed class action settlement.

Your written objection must be signed and dated and postmarked no later than [deadline]. You must mail your objection to the Court, Class Counsel, and Defense Counsel to the following addresses:

<u>The Court</u>	<u>Class Counsel</u>	<u>Defense Counsel</u>
Daley Center 50 W. Washington St. Rm. 2508 Chicago, IL 60602	Frank S. Hedin Hedin Hall LLP 1395 Brickell Ave., Ste 1140 Miami, Florida 33131	Sara F. Holladay-Tobias McGuireWoods LLP 50 N. Laura Street, Suite 3300 Jacksonville, FL 32202

If, in addition to submitting a written objection to the Settlement, you wish to appear and be heard at the Final Approval Hearing on the fairness of the Settlement, you must file by [insert deadline] a notice of intention to appear with the Court and list the name, address, and telephone number of the attorney, if any, who will appear on your behalf.

20. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you do not exclude yourself from the Settlement). Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court hold a hearing on the fairness of the Settlement?

A Final Approval Hearing has been set for [insert date] before the Honorable [judge's name] at the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602. At the hearing, the Court will hear any objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees, costs and expenses and the incentive awards to the Representative Plaintiffs. **Note:** The date and time of the fairness hearing are subject to change by Court Order, but any changes will be posted at the Settlement website, www.everifactasettlement.com.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay another lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement by asking to speak about your objection, filed by following the instructions above in section 19.

GETTING MORE INFORMATION

23. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.everifactasettlement.com, by contacting the Settlement Administrator at [insert phone number], by contacting Class Counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, 305-357-2107, fhedin@hedinhall.com, or by accessing the Court docket in this case in person at the Clerk's office at Daley Center, 50 W. Washington St., Chicago, IL 60602.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit D
(Proposed Final
Approval Order)

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GERALDINE DONAHUE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

EVERI HOLDINGS, INC.; and EVERI
PAYMENTS, INC.,

Defendants.

Case No. 2018-CH-15419

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Pending before the Court is the Unopposed Motion for Judgment and Order Granting Final Approval of the Class Action (the “Motion”) of the plaintiff Geraldine Donahue (“Plaintiff,” and collectively, with the named plaintiffs in the other related actions identified in Paragraph 1.2 of the Settlement Agreement (defined below), “Representative Plaintiffs”).

WHEREAS, on [REDACTED], 2020, the Plaintiff and Defendants Everi Holdings Inc. (“Everi Holdings”) and Everi Payments Inc. (“Everi Payments”) (collectively, “Defendants” or “Everi”) filed a Stipulation and Agreement of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement;

WHEREAS, to the extent not otherwise defined herein, all capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement;

WHEREAS, the Settlement Agreement was entered into after extensive arm’s-length negotiation by experienced counsel and in mediation under the guidance of mediator Randall Wulff of Wulff Quinby Sochynsky;

WHEREAS, on [REDACTED], 2020, the Court issued the Preliminary Approval Order, in which the Court found that the Settlement appeared fair, reasonable, and adequate in all respects, granted preliminary approval to the Settlement, directed the Settlement Administrator to effectuate the Notice Plan by disseminating the Class Notice to Settlement Class Members and making available copies of the Long Form Notice, the Settlement Agreement, and other Settlement-related

documents on the Settlement Website, appointed the Representative Plaintiffs on behalf of the Settlement Class, the Representative Plaintiffs' counsel as Class Counsel, and [insert name of admin] as the Settlement Administrator; and scheduled a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable and adequate;

WHEREAS On [redacted], 2020, the Court held a hearing to determine whether the proposed Settlement Agreement executed by the Parties should be approved as Final by this Court, and Class Counsel and counsel for Defendants appeared at the hearing;

WHEREAS, the Court having considered the Settlement Agreement and all of the files, records, and proceedings herein, and having reviewed the pleadings and evidence filed in support of the request for final approval of the Settlement and conducted the hearing, the Court finds, and **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

I. THE CLASS, REPRESENTATIVE PLAINTIFF, AND CLASS COUNSEL

1. This Final Approval Order and Judgment incorporates the Settlement Agreement and all Exhibits thereto.

2. The Court finds that it has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.

3. Based upon the record before the Court, including all submissions in support of the Settlement Agreement, objections and responses thereto, as well as the Settlement Agreement, and pursuant to 735 ILCS 5/2-801, the Settlement Class is certified, consisting of the following:

“Settlement Class” means All persons in the United States who, at any time between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishment in the United States or on tribal lands, (ii) where such transaction was processed using Everi Payments' CashClub® technology; and (iii) for which Everi Payments' system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled “BIN”. The following are excluded from the Settlement Class: (1) any trial judge and other judicial officers that may preside over the Action; (2) the Mediator; (3) Everi, as well as any parent, subsidiary, affiliate or control person of Everi, and the officers, directors, agents, servants or employees of Everi; (4) any of the Released Parties; (5) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; (6) any person or entity who has previously

given a valid release of the claims asserted in the Action; and (7) Plaintiff's Counsel.

4. Pursuant to 735 ILCS 5/2-801, plaintiffs Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Shannon Alatalo, and Ryan Artman are hereby appointed Representative Plaintiffs ("Plaintiffs" or "Representative Plaintiffs") and the following counsel are hereby appointed Class Counsel:

Frank S. Hedin
David W. Hall
Hedin Hall LLP
1395 Brickell Avenue, Suite 1140
Miami, Florida 33131

Scott D. Owens
Scott D. Owens, P.A.
3800 S. Ocean Drive, Ste 235
Hollywood, Florida 33019

5. The Court finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801, and hereby certifies the Settlement Class. The Court hereby finds, in the specific context of the Settlement, that:

(a) Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1). Joinder of these widely dispersed, numerous Settlement Class Members into one suit would be impracticable.

(b) Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2). The claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

(c) Adequacy: The Representative Plaintiffs and Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Representative Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members. The Representative Plaintiffs will fairly and adequately represent the interests of the Settlement Class and Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that

Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim with such representation.

(d) The Controversy is Fairly and Efficiently Adjudicated as a Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy presented in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts around the country. Thus, the class action mechanism is the most fair and efficient method to resolve this dispute.

6. The Representative Plaintiffs are Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Shannon Alatalo, and Ryan Artman. Based upon the Court's familiarity with the claims and parties, the Court's finding that the Representative Plaintiffs are members of the Settlement Class and will fairly and adequately represent the interests of the Settlement Class, and that Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, the Court finds that the Representative Plaintiffs and Class Counsel are appropriate representatives on behalf of the Settlement Class.

7. The Settlement Agreement was reached after extensive arm's-length negotiation by experienced counsel and in mediation under the guidance of mediator Randall Wulff of Wulff Quinby Sochynsky, consistent with and in compliance with all applicable requirements of Illinois State law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law, and in the best interests of Plaintiffs, Defendants and the Settlement Class Members.

8. The Settlement is fair, reasonable, adequate and satisfies the requirements under Illinois State law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law. Therefore, each Settlement Class Member will be bound by the Settlement Agreement, including the Release and the covenant not to sue set forth

in Sections 8 and 9 of the Settlement Agreement.

9. The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was concise, clear and in plain, easily understood language and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the claims, issues and defenses of the Settlement Class, the definition of the Settlement Class certified, their right to be excluded from the Settlement Class, their right to object to the proposed Settlement, their right to appear at the Final Approval Hearing, through counsel if desired, and the binding effect of a judgment on Settlement Class Members; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of Illinois law, the United States Constitution (including the Due Process Clause), the Illinois State Constitution, and any other applicable law.

10. The Court finds that those individuals identified in Exhibit **A** have excluded themselves from the Settlement, are not bound by the Settlement Agreement, and are therefore excluded from the Settlement Class.

11. The terms of the Settlement Agreement and this Final Approval Order and Judgment are binding on the Representative Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns.

12. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have *res judicata*, collateral estoppel and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses which were asserted in the Action.

13. The Representative Plaintiffs, Defendants, and their respective counsel are ordered

to implement and to consummate the Settlement Agreement according to its terms and provisions.

14. All claims against Defendants asserted in this Action, are hereby dismissed on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and set forth herein and any other order issued by the Court awarding a Fee Award and Service Awards.

15. The releases set forth in Section 8 of the Settlement Agreement are incorporated by reference and provides, inter alia, that for and in consideration of the Settlement Shares, the Released Claims, and the mutual promises contained in the Settlement Agreement, Representative Plaintiffs and the Settlement Class Members, on behalf of themselves and their respective assigns, heirs, executors, administrators, successors, and agents, and representatives, fully and finally release, as of the date the Final Approval Order and Judgment becomes Final, Defendant, its counsel, and the other Released Parties from any and all claims, liabilities, demands, causes of action, or lawsuits of the Releasing Parties, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the Action or Related Actions relating in any way to violations of 15 U.S.C. § 1692(c)(g) (or any comparable state law) or the printing of customer-copy transaction receipts that displayed a four-digit number in a field labeled “BIN” in connection with Everi Payments’ quasi-cash or manual cash disbursement services.

16. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, the certification of the Settlement Class shall be void, and Plaintiffs and Defendants shall be deemed to have reserved all of their rights as set forth in the Settlement Agreement, including but not limited to the issues related to all claims, defenses, and issues under 735 ILCS 5/2-801.

II. THE SETTLEMENT FUND

17. The Court approves the establishment of the Settlement Fund as set forth in the Settlement Agreement.

18. Defendants shall deposit the Settlement Fund of fourteen million and 00/100 dollars (\$14,000,000.00) per the timelines and terms of the Settlement Agreement. The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class, Class Counsel, and Class Representatives and will be disbursed to the Settlement Class, Class Counsel, and Class Representatives by the Settlement Administrator pursuant to the terms of the Settlement Agreement and as set forth herein. All of the monies deposited by Defendants into the Settlement Fund shall be placed in an interest-bearing escrow account established and maintained by the Settlement Administrator pursuant to the terms of the Settlement Agreement. The interest generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the Settlement Fund. Defendants shall make deposits into the Settlement Fund in accordance with the following schedule and pursuant to the terms of the Settlement Agreement:

a. To the extent that additional Settlement Administration Costs are incurred after in excess of the initial payment of \$250,000 previously disbursed by Defendants to the Settlement Administrator prior to the Effective Date, the Settlement Administrator will bill, and Defendants shall pay, such additional costs. For any additional costs of Settlement Administration that are paid by Defendants, Defendants shall receive a credit against the amounts required to be paid into the Settlement Fund.

b. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defendants (via their counsel) and Class Counsel, and pursuant to the terms of the Settlement Agreement.

19. The Settlement Fund constitutes Defendants' exclusive payment obligation under the Settlement Agreement and will be used to pay: (a) Settlement Shares paid to Settlement Class Members, as prescribed by the Settlement Agreement and pursuant to the timetable set forth in the Settlement Agreement; (b) the Fee Award to Class Counsel, as set forth herein and pursuant to the timetable set forth in the Settlement Agreement; and (c) Service Awards to the Class Representatives, as set forth herein and pursuant to the timetable set forth in the Settlement Agreement; (d) Settlement Administration Costs, including costs of notice, pursuant to the

timetable set forth in the Settlement Agreement. No portion of the Settlement Fund will be returned to Defendants, except as provided in Section 12 (“Termination of the Agreement”) of the Settlement Agreement.

20. Any distribution of the Settlement Fund to the Settlement Class or any other person, shall be made by the Settlement Administrator and shall commence only after the Effective Date, pursuant to the terms of the Settlement Agreement. The Settlement Administrator shall pay the Aggregate Fees, Costs, and Expenses from the Settlement Fund prior to any distribution of Settlement Shares to the Settlement Class, as set forth herein and pursuant to the terms of the Settlement Agreement. The remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the provisions of the Settlement Agreement and as set forth herein.

21. Within the time period and manner set forth in the Settlement Agreement, and after the Fee Award to Class Counsel, all Service Awards paid to the Representative Plaintiffs, and all Settlement Administration Expenses have been paid out of the Settlement Fund, the Settlement Administrator shall calculate the pro rata Settlement Share Amount of the remaining Settlement Funds that each of the Class Members who submitted a valid Claim Form is entitled to receive, and the Settlement Administrator will disburse payments to such Class Members in the manner and pursuant to the timetable set forth in the Settlement Agreement.

22. The Court hereby approves the Representative Plaintiffs’ application for Service Awards. The Court finds that the Representative Plaintiffs have devoted substantial time, effort, and risk in undertaking their responsibilities as representatives of the Settlement Class. The Settlement Administrator shall pay each of the Representative Plaintiffs the amount of \$ [REDACTED] as a reasonable Service Award, in the manner specified in the Settlement Agreement. The Service Awards to the Representative Plaintiffs shall be paid out of the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

23. The Court hereby approves Class Counsel’s Fee and Cost Application. The Court finds that Class Counsel devoted substantial time and advanced significant expenses in prosecuting this litigation on behalf of the Settlement Class. The Court has concluded that: (a) Class Counsel

achieved a favorable result for the Settlement Class by obtaining the Defendant's agreement to make significant funds available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, litigation, and settlement negotiations; (c) Class Counsel prosecuted the Settlement Class's claims on a purely contingent basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation to achieve a valuable settlement for the Settlement Class, in spite of the Defendants' potentially meritorious legal defenses and its highly experienced and capable counsel; (e) the Class Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, and Class Counsel filed with the Court and posted on the Settlement Website their Fee and Cost Application in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request. The Settlement Administrator shall pay Class Counsel the amount of \$ [REDACTED] as a reasonable Fee Award, inclusive of the award of reasonable costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. The Fee Award to Class Counsel shall be paid out of the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

24. If the Effective Date does not occur, no payments or distributions of any kind shall be made, other than payments to the Settlement Administrator for services rendered and costs incurred.

25. The Court finds that the Settlement Fund is a "qualified settlement fund" as defined in Section 1.468B-1 of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The escrow account for the Settlement Fund is established pursuant to this Order and is subject to the continuing jurisdiction of this Court;

(b) The escrow account for the Settlement Fund is established to resolve or satisfy one or more Approved Claims that have resulted or may result from an event that has occurred and

that has given rise to at least one Approved Claim asserting liability arising out of an alleged violation of law; and

(c) The assets of the escrow account for the Settlement Fund shall be the only assets in the escrow account of the Defendants, the transferors of the payment to the Settlement Fund.

26. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The escrow account for the Settlement Fund meets the requirements of paragraphs 25(b) and 25(c) of this Order prior to the date of this Order approving the establishment of the Settlement Fund subject to the continued jurisdiction of this Court; and

(b) Defendants and the Settlement Administrator may jointly elect to treat the escrow account for the Settlement Fund as coming into existence as a “qualified settlement fund” on the later of the date the escrow account for the Settlement Fund met the requirements of paragraph 25 of this Order or January 1 of the calendar year in which all of the requirements of paragraph 25 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the escrow account on that date.

III. RESPONSIBILITIES OF SETTLEMENT ADMINISTRATOR

27. The Court appoints [insert admin] as the Settlement Administrator. The responsibilities of the Settlement Administrator in effectuating the remainder of the Settlement shall include the following: (a) obtaining complete address information for Settlement Class Members (where possible) and new addresses for returned e-mails and mail; (b) establishing and maintaining a Settlement Website, from which Settlement Class Members can access copies of the Complaint, the Settlement Agreement, the Short Form Notice, the Long Form Notice, Class Counsel’s Fee and Cost Application and an application for Services Awards, the Preliminary Approval Order, this Final Approval Order and other important documents and information about the Settlement; (c) establishing and maintaining a toll-free telephone number and fielding telephone inquiries about the Settlement; (d) reviewing, processing and approving Claims; (e) acting as a liaison between Settlement Class Members and the Parties; (f) directing the mailing of

Benefit Checks to Settlement Class Members; (g) disbursing the Fee Award to Class Counsel and the Service Awards to Class Representatives; and (h) performing any other tasks reasonably required to effectuate the Settlement.

V. OTHER PROVISIONS

28. Any information received by the Settlement Administrator in connection with the Settlement Class that pertains to a particular Settlement Class Member, or information submitted in conjunction with a Request for Exclusion (other than the identity of the entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Defendants' Counsel, and the Court, or as otherwise provided in the Settlement Agreement.

29. If the Settlement does not become effective, the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated, voided and treated as if never filed, and the parties will retain and reserve all positions with respect to the litigation, and the litigation shall proceed as if no settlement had been reached.

30. The Court finds that Defendants have made no admissions of liability or wrongdoing of any kind associated with the alleged claims in the operative Complaint. Defendants have made no admission of liability or wrongdoing regarding each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Defendants that the Action is properly brought on a class or representative basis, or that class(es) may be certified, other than for settlement purposes. The Court further finds that the Settlement of the Action, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any allegations in the Action or Related Actions; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal,

or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

31. Without affecting the finality of the Final Approval Order and Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the administration and enforcement of the Settlement Agreement. Any disputes or controversies arising with respect to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights, as set forth above and in the Settlement Agreement.

32. The Court finds that there is no just reason to delay, and therefore directs the Clerk of Court to enter this Final Approval Order and Judgment as the judgment of the Court forthwith.

DATED: _____

[name of judge]
Circuit Court Judge

Exhibit E
(Proposed Preliminary
Approval Order)

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

GERALDINE DONAHUE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

EVERI HOLDINGS, INC., and EVERI
PAYMENTS, INC.,

Defendants.

Case No. 2018-CH-15419

**ORDER GRANTING PRELIMINARY
APPROVAL OF STIPULATION AND
SETTLEMENT AGREEMENT,
CONDITIONAL CLASS
CERTIFICATION, NOTICE TO
SETTLEMENT CLASS MEMBERS
AND ENTRY OF SCHEDULING
ORDER**

INTRODUCTION

Pending is the Unopposed Motion for Preliminary Approval of Stipulation and Agreement of Settlement, Conditional Class Certification, Notice to Class Members and Entry of Scheduling Order (the “Motion”) of Plaintiffs Geraldine Donahue. For the reasons stated herein, the Court grants Plaintiffs’ Motion, conditionally certifies the class for settlement purposes only, preliminarily approves the Stipulation of Settlement, and enters the schedule set forth below for notice to Settlement Class Members, exclusion and opt-out deadlines, and for a final approval hearing.

WHEREAS, on [REDACTED], 2020, the parties filed a Stipulation and Agreement of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement and release of certain claims against Everi Holdings Inc. (“Everi Holdings”) and Everi Payments Inc. (“Everi Payments”) (collectively, “Defendants” or “Everi”). The Settlement Agreement was entered into only after extensive arm’s-length negotiation by experienced counsel and in mediation under the guidance of mediator Randall Wulff of Wulff Quinby Sochynsky;

WHEREAS, the Court having considered the Settlement Agreement (which defines the capitalized terms used herein) and all of the files, records, and proceedings herein, and it appearing to the Court that upon preliminary examination that the Settlement appears fair, reasonable and adequate, and that a hearing should and will be held after Class Notice to the Settlement Class to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether a Judgment approving the Settlement and an Order dismissing the Action based upon the Settlement be entered;

NOW, THEREFORE, IT IS HEREBY ORDERED:

I. THE CLASS, REPRESENTATIVE PLAINTIFFS, AND CLASS COUNSEL

1. For purposes of settlement only, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Settlement Class described below.

2. Pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the Settlement Class is preliminarily certified, consisting of the following:

“Settlement Class” means All persons in the United States who, at any time between February 16, 2016 and December 31, 2019, (i) engaged in at least one quasi-cash or manual cash disbursement transaction using a debit card or credit card at a gaming establishments in the United States or tribal lands, (ii) where such transaction was processed using Everi Payments’ CashClub® technology; and (iii) for which Everi Payments’ system was programmed to generate a printed customer receipt that displayed four digits in a field on said receipt labeled “BIN”. The following are excluded from the Settlement Class: (1) any trial judge and other judicial officers that may preside over the Action; (2) the Mediator; (3) Everi, as well as any parent, subsidiary, affiliate or control person of Everi, and the officers, directors, agents, servants or employees of Everi; (4) any of the Released Parties; (5) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; (6) any person or entity who has previously given a valid release of the claims asserted in the Action; and (7) Plaintiff’s Counsel.

3. Pursuant to 735 ILCS 5/2-801, and for settlement purposes only, plaintiffs Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Shannon Alatalo, and Ryan Artman are hereby appointed Representative Plaintiffs (“Plaintiffs” or “Representative Plaintiffs”) and the following counsel are hereby appointed Class Counsel:

Frank S. Hedin
David W. Hall
Hedin Hall LLP
1395 Brickell Avenue, Suite 1140
Miami, Florida 33131

Scott D. Owens
Scott D. Owens, P.A.
3800 S. Ocean Drive, Ste 235
Hollywood, Florida 33019

4. The Court preliminarily finds that the proposed Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801, and hereby certifies the Settlement Class for settlement purposes only. The Court hereby preliminarily finds, in the specific context of the Class Settlement, that:

(a) Numerosity: The Settlement Class satisfies the numerosity requirement of 735 ILCS 5/2-801(1). Joinder of these widely dispersed, numerous Settlement Class Members into one suit would be impracticable.

(b) Commonality: The Settlement Class satisfies the commonality and predominance requirement of 735 ILCS 5/2-801(2). The claims in this case present questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members.

(c) Adequacy: The Representative Plaintiffs and Class Counsel satisfy the adequacy of representation requirement of 735 ILCS 5/2-801(3). The Representative Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members. The Representative Plaintiffs will fairly and adequately represent the interests of the Settlement Class and Class Counsel is qualified, experienced, and well-equipped to conduct this litigation, such that Settlement Class Members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim with such representation.

(d) The Controversy is Fairly and Efficiently Adjudicated as a Class Action: Finally, a class action is the most appropriate method for the fair and efficient adjudication of the controversy presented in this action, satisfying the requirement of 735 ILCS 5/2-801(4). Class certification promotes efficiency, the interests of judicial economy, and uniformity of judgment because, among other reasons, the many members of the Settlement Class will not be forced to separately pursue the relatively small claims alleged in this action and seek relief in various courts around the country. Thus, the class action mechanism is the most fair and efficient method to resolve this dispute.

5. The Representative Plaintiffs are Geraldine Donahue, Sadiki Lawrence, Oneeb Rehman, Mat Jessop, Aaron Huffman, Shannon Alatalo, and Ryan Artman. Based upon the Court's familiarity with the claims and parties, the Court's finding that the Representative Plaintiffs are members of the Settlement Class and will fairly and adequately represent the interests of the Settlement Class, and that Class Counsel at Hedin Hall LLP and Scott D. Owens, P.A. are

qualified, experienced, and well-equipped to conduct this litigation, the Court preliminarily finds that the Representative Plaintiffs and Class Counsel are appropriate representatives on behalf of the Settlement Class.

6. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, the certification of the Settlement Class shall be void, and Plaintiffs and Defendants shall be deemed to have reserved all of their rights as set forth in the Settlement Agreement, including but not limited to the issues related to all claims, defenses, and issues under 735 ILCS 5/2-801.

II. THE SETTLEMENT FUND

7. Pursuant to the Settlement Agreement, Defendants and/or the Insurers shall deposit a total of fourteen million and 00/100 dollars (\$14,000,000.00) into the Settlement Fund as set forth in and per the terms of the Settlement Agreement. The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class and Class Counsel and will be disbursed to the Settlement Class and Class Counsel by the Settlement Administrator pursuant to the terms of the Settlement Agreement and as set forth herein. All of the monies deposited by Defendants and/or the Insurers into the Settlement Fund will be placed in an interest-bearing escrow account established and maintained by the Settlement Administrator. The interest generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the Settlement Fund. Defendants shall make deposits into the Settlement Fund in accordance with the following schedule:

a. Within fifteen (15) days of the entry of the Preliminary Approval Order, Defendants will disburse to the Settlement Administrator two hundred fifty thousand dollars (\$250,000) of the Settlement Fund to be used by the Settlement Administrator for preliminary Settlement Administration Costs, including the costs to complete the Class Notice Plan, establish and maintain the Settlement Website, establish and maintain a toll-free number for questions by class members, as well as any other initial administration costs to the Parties. To the extent that additional Settlement Administration Costs are incurred after this initial payment, but before the

Effective Date, the Settlement Administrator will bill, and Defendants shall pay, such additional costs. For any additional costs of Settlement Administration that are paid by Defendants, Defendants shall receive a credit against the amounts required to be paid into the Settlement Fund, such that the total amount paid by Defendants shall equal, but in no circumstances exceed, Fourteen Million and 00/100 Dollars (\$14,000,000.00).

b. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defendants (via their counsel) and Class Counsel.

8. The Settlement Fund will constitute Defendants' exclusive payment obligation under the Settlement Agreement and will be used to pay: (a) Settlement Shares paid to Settlement Class Members, as prescribed by the Settlement Agreement; (b) any Fee Award to Class Counsel, as awarded by the Court; and (c) any Service Awards to the Class Representatives, as awarded by the Court; (d) Settlement Administration Costs, including costs of notice. No portion of the Settlement Fund will be returned to Defendants, except as provided in Section 12 ("Termination of the Agreement") of the Settlement Agreement.

9. Any distribution of the Settlement Fund to the Settlement Class or any other person, other than the Settlement Administrator pursuant to the terms hereof, shall be made by the Settlement Administrator and shall commence only after the Effective Date pursuant to the terms of the Settlement Agreement. The Aggregate Fees, Costs, and Expenses shall be paid from the Settlement Fund prior to any distribution of Settlement Shares to the Settlement Class. The remainder of the Settlement Fund shall be used to pay Settlement Shares in accordance with the provisions of the Settlement Agreement and as set forth herein.

10. If the Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made, other than payments to the Settlement Administrator for services rendered and costs incurred.

11. The Court finds that the Settlement Fund is a “qualified settlement fund” as defined in Section 1.468B-1 of the Treasury Regulations in that it satisfies each of the following requirements:

(a) The escrow account for the Settlement Fund is established pursuant to this Order and is subject to the continuing jurisdiction of this Court;

(b) The escrow account for the Settlement Fund is established to resolve or satisfy one or more Approved Claims that have resulted or may result from an event that has occurred and that has given rise to at least one Approved Claim asserting liability arising out of an alleged violation of law; and

(c) The assets of the escrow account for the Settlement Fund shall be the only assets in the escrow account of the Defendant, the transferors of the payment to the Settlement Fund.

12. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of the Treasury Regulations, the Court finds that:

(a) The escrow account for the Settlement Fund meets the requirements of paragraphs 12(b) and 12(c) of this Order prior to the date of this Order approving the establishment of the Settlement Fund subject to the continued jurisdiction of this Court; and

(b) Defendants and the Settlement Administrator may jointly elect to treat the escrow account for the Settlement Fund as coming into existence as a “qualified settlement fund” on the later of the date the escrow account for the Settlement Fund met the requirements of paragraph 12 of this Order or January 1 of the calendar year in which all of the requirements of paragraph 12 of this Order are met. If such a relation-back election is made, the assets held by the Settlement Fund on such date shall be treated as having been transferred to the escrow account on that date.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

13. The Court has considered the proposed Exhibits B and C attached to the Settlement Agreement and finds that the form, content, and manner of notice proposed by the parties and approved herein meet the requirements of due process and applicable law, are the best notice practicable under the circumstance, constitute sufficient notice to all persons and entities entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notices in all respects, including the proposed forms of notice and the notice provisions of the Settlement Agreement, and orders that notice be given in substantial conformity therewith. The costs of disseminating the Class Notice shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

14. All costs of providing the Class Notice as provided herein, including the costs of identifying address information for Settlement Class Members and the costs of printing, web hosting and/or disseminating the Class Notice, shall be paid for out of the Settlement Fund, subject to the terms hereof. In the event that the Settlement Agreement is terminated pursuant to its terms, Defendants shall bear any costs of providing Class Notice already incurred.

15. The Court hereby approves the form, content and requirements of the Class Notices annexed to the Settlement Agreement as Exhibits B and C and the procedure for notice set forth under Section 6 in the Settlement Agreement.

16. The Court hereby finds that compliance with the procedures in Section 6 of the Settlement Agreement is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the United States Constitution, and any other applicable law, rule and/or regulation.

IV. CONFIDENTIALITY

17. Any information received by the Settlement Administrator in connection with the Settlement Class that pertains to a particular Settlement Class Member, or information submitted

in conjunction with a Request for Exclusion (other than the identity of the entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Defendants' Counsel, and the Court, or as otherwise provided in the Settlement Agreement.

V. **REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS AND OBJECTIONS TO THE SETTLEMENT**

18. Settlement Class Members who wish to be excluded from Settlement Class shall mail a written Request for Exclusion to the Settlement Administrator, so that it is postmarked no later than forty-five (45) days after the Notice Date (the "Opt-Out Deadline"), and shall clearly state the following: the name, address, telephone number, of the individual or entity who wishes to be excluded from the Settlement Class, and provide all such information as may be required by the Settlement Agreement or requested by the Settlement Administrator.

19. Any objection any Settlement Class Member wishes to make to the Settlement must be in writing and mailed to Class Counsel, Defense Counsel, and the Clerk of the Court at the addresses set forth in the Class Notice, postmarked no later than forty-five (45) days after the Notice Date (the "Objection Deadline"), shall contain a caption or title that identifies it as "Objection to Class Settlement in *Donahue v. Everi Holdings, Inc., et al.*, No. 2018CH15419" and also shall contain the following information: (i) the objector's name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector or any other person otherwise assisting the objector or who otherwise stands to potentially benefit financially with respect to such objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Settlement Class Member, including the date(s) he or she engaged in debit card or credit card transactions processed by Everi and covered by this Settlement; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and/or the objector's attorney or any other person assisting with such objection (if applicable) has objected to a proposed class action settlement in the past five (5) years.

VI. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

20. The Court appoints [insert admin name] as the Settlement Administrator. Responsibilities of the Settlement Administrator shall include the following: (a) completing Class Notice, as provided in Section 6 of the Settlement Agreement; (b) obtaining complete address information for Settlement Class Members (where possible) and new addresses for returned e-mails and mail; (c) establishing and maintaining a Settlement Website, from which Settlement Class Members can access copies of the Complaint, the Settlement Agreement, the Short Form Notice, the Long Form Notice, Class Counsel's Fee and Cost Application and an application for Services Awards, this Preliminary Approval Order and other important documents and information about the Settlement; (d) establishing and maintaining a toll-free telephone number and fielding telephone inquiries about the Settlement; (e) reviewing, processing and approving Claims; (f) acting as a liaison between Settlement Class Members and the Parties; (g) directing the mailing of Benefit Checks to Settlement Class Members; (h) providing copies of any requests for exclusion that are received to Defendants' Counsel and Class Counsel as they are received; (i) preparing and providing a declaration to Defendants' Counsel and Class Counsel, no later than seven (7) calendar days prior to the Final Approval Hearing, that will attest to the compliance with the provisions of the Settlement Agreement related to Class Notice and list each Settlement Class Member who timely and validly opted out of the Settlement; and (j) performing any other tasks reasonably required to effectuate the Settlement.

VII. FINAL APPROVAL HEARING AND SCHEDULE

21. A hearing (the "Final Approval Hearing") is hereby scheduled to be held before the Court no earlier than ninety (90) days from the date of entry of the Preliminary Approval Order.

22. The Final Approval Hearing is hereby scheduled to be held before the Court for the following purposes:

(a) to determine whether the applicable prerequisites for settlement of a class action under 735 ILCS 5/2-801 are met;

Class Counsels' Fee and Cost Application by _____, 2020 (*no later than 20 days prior to the Opt-Out Deadline and Objection Deadline*)

Objection/Opt-Out Deadline: _____, 2020 (*45 days from the Notice Date*)

Final Approval Submissions: _____, 2020 (*10 days prior to Final Approval Hearing*)

Final Approval Hearing: _____, 2020 (*at least 90 days after the Preliminary Approval Date*)

26. Pending final determination of whether the Settlement should be approved, the Plaintiffs and/or Defendants shall cooperate in seeking orders that no Settlement Class Member (either directly, in a representative capacity, or in any other capacity), and anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts Released Claims against the Defendants or other Released Parties.

27. If a Settlement Class Member wants to appear at the Final Approval Hearing and be heard with respect to objecting to the Settlement, that person or entity must file with the Court and serve on Class Counsel and Defendants' Counsel a written notice of the intention to appear at the Final Approval Hearing and object. Such written statement and notice must be submitted to the Court either by mailing them to the Clerk of Court, or by filing them in person at the courthouse, and postmarked no later than forty-five (45) days after the Notice Date. Settlement Class Members who fail to file timely written objections in the manner specified above by the Objection Date shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Settlement Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. If a Settlement Class Member hires an

attorney to represent him or her, at the Settlement Class Member's own expense, that attorney must file a notice of appearance with the clerk of the Court on or before the Objection Deadline.

VIII. OTHER PROVISIONS

28. If the Settlement does not become effective, the order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated, voided and treated as if never filed, and the parties will retain and reserve all positions with respect to the litigation, and the litigation shall proceed as if no settlement had been reached.

29. The Court finds that Defendants have made no admissions of liability or wrongdoing of any kind associated with the alleged claims in the operative Complaint. Defendants have made no admission of liability or wrongdoing regarding each and every material factual allegation and all claims asserted against it in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Defendants that the Action or Related Actions are properly brought on a class or representative basis, or that class(es) may be certified, other than for settlement purposes. The Court further finds that the Settlement of the Action, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any allegations in the Action or Related Actions; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

30. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement.

DATED: [redacted], 2020

Hon. [redacted]
Circuit Judge