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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

SEAN WILSON, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

HUUUGE, INC., a Delaware corporation,

Defendant.

No. 18-cv-5276-RSL

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

THIS MATTER came before the Court on Plaintiff’s Motion for Final Approval of Class Action Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff’s motions for preliminary and final approval of the Settlement Agreement and the declarations of Class Representatives, Class Counsel, and the Settlement Administrator. The Court held a Final Approval Hearing on February 11, 2021, at which the Court heard argument from counsel and allowed others to appear to voice their support for, or objection to, the Settlement. Based on all these materials and the statements at the Final Approval Hearing, the Court issues the following Order and Final Judgment:

1. Settlement Terms. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement.

1 **2. Jurisdiction.** The Court has jurisdiction over the Parties, the subject matter of the
2 dispute, and all Settlement Class Members.

3 **3. Class Certification.** The Court confirms its certification for settlement purposes
4 of the following Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

5 Washington residents (as reasonably determined by IP address information or other
6 information furnished by Platform Providers) who played [Huuuge Casino, Billionaire
7 Casino, Stars Slots, and any other game listed on Exhibit G of the Agreement] on or
before preliminary approval of the settlement.¹

8 *See* Agreement § 1.33 (Dkt. 99-1). The Court also finds that this action meets all prerequisites of
9 Rule 23 of the Federal Rules of Civil Procedure, including numerosity, commonality, typicality,
10 predominance, and superiority; that the Class Representatives are adequate representatives of the
11 Settlement Class; and that Class Counsel are adequate to represent the Settlement Class.

12 **4. Class Notice.** The Settlement Administrator completed delivery of Class Notice
13 according to the terms of the Agreement, as preliminarily approved by the Court and
14 subsequently amended to extend certain deadlines. The Class Notice given by the Settlement
15 Administrator to the Class was the best practicable notice under the circumstances and was
16 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
17 pendency of the Action, their right to object to the Settlement or exclude themselves from the
18 Settlement Class, and to appear at the Final Approval Hearing. The Class Notice and the means
19 of disseminating the same, as prescribed by the Agreement, was appropriate and reasonable and
20 constituted due, adequate and sufficient notice to all persons entitled to notice. The Class Notice
21 and the means of disseminating the same satisfied all applicable requirements of the Federal
22 Rules of Civil Procedure, constitutional due process, and any other applicable law.

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25 ¹ Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and
26 members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors,
27 predecessors, and any entity in which Defendant or its parents have a controlling interest and their current
or former officers, directors, and employees, (3) persons who properly execute and file a timely request
for exclusion from the settlement class, and (4) the legal representatives, successors or assigns of any such
excluded persons.

1 **5. Settlement Approval.** The Court hereby grants final approval to the Settlement
2 and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best
3 interests of the Settlement Class. The Court finds that the Settlement is within the authority of
4 the Parties and the result of extensive, arm's-length negotiations. The Parties are directed to
5 proceed with the Settlement procedures specified under the terms of the Settlement Agreement
6 and the Court's order regarding final claims determinations, including payment and prospective
7 relief.

8 **6. Objections or Exclusions from Settlement Class.** Class Members were given a
9 fair and reasonable opportunity to object to the settlement. Two members of the Class have
10 timely and validly requested to be excluded from the Class and the Settlement. No objections
11 have been brought to the Court's attention. Aside from the two Class Members who have been
12 excluded from the Class, this Order is thus binding on all Class Members and has res judicata
13 and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on
14 behalf of Class Members with respect to the Released Claims.

15 **7. No Admission.** Neither this Final Judgment nor the fact or substance of the
16 Settlement Agreement shall be considered a concession or admission by or against Defendant or
17 any other related party, nor shall they be used against Defendant or any other released party as an
18 admission, waiver, or indication with respect to any claim, defense, or assertion or denial of
19 wrongdoing or legal liability.

20 **8. Dismissal with Prejudice.** Pursuant to the terms of the Settlement, the action
21 (including all individual claims and class claims) is hereby dismissed with prejudice on the
22 merits, without costs or attorney's fees to any Party except as provided under the terms of the
23 Settlement Agreement, this Final Judgment, and the Court's Order Granting Class Counsel's
24 Motion for Award of Attorney's Fees and Expenses and Issuance of Incentive Awards.

25 **9. Releases.** This Order incorporates the Releases set forth in the Settlement
26 Agreement and makes them effective as of the Effective Date. All Settlement Class Members
27 who have not properly sought exclusion from the Settlement Class are hereby permanently

1 barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as
2 class members or otherwise) in any lawsuit or other action in any jurisdiction based on the
3 Released Claims, as set forth in the Settlement Agreement.

4 **10. Attorneys' Fees and Expenses.** Pursuant to the Court's Order Granting Class
5 Counsel's Motion for Award of Attorneys' Fees and Expenses and Issuance of Incentive
6 Awards, the Court awards \$1,625,000 million in attorneys' fees and \$27,487.04 in costs and
7 expenses to Class Counsel.

8 **11. Incentive Awards.** Pursuant to the Court's Order Granting Class Counsel's
9 Motion for Award of Attorneys' Fees and Expenses and Issuance of Incentive Awards, the Court
10 awards \$10,000 to Sean Wilson for his services as a Class Representative and awards \$1,000 to
11 Heidi Hammer for her services as Class Representative.

12 **12. Continuing Jurisdiction.** Without affecting the finality of the Final Judgment for
13 purposes of appeal, the Court retains continuing and exclusive jurisdiction over the Parties and
14 all matters relating to the Settlement Agreement, including the administration, interpretation,
15 construction, effectuation, enforcement, and consummation of the Settlement and this Order.

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17 **IT IS SO ORDERED.**

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19 Dated this 11th day of February, 2021.

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21 ROBERT S. LASNIK
22 UNITED STATES DISTRICT JUDGE
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