

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RONA KOMINS, on behalf of herself, her
children, B.K. and M.K, and all others
similarly situated,

Plaintiff,

v.

DAVE YONAMINE, JOHN LIBBY,
MOBILITYWARE, LLC; DOES 1-100,
inclusive, and ROES Software Development
Kit Business Entities 1-100, inclusive,

Defendants.

Case No. 19STCV24865

**CLASS LITIGATION SETTLEMENT
AGREEMENT**

This Class Litigation Settlement Agreement (the “Settlement Agreement” or “Agreement”) is made and entered into by and among (1) Plaintiff Rona Komins (“Plaintiff”) on behalf of herself, her children, B.K. and M.K, and the settlement class that she purports to represent, (2) counsel for Plaintiff, Law Offices of Ronald A. Marron, APLC (“Class Counsel”), and (3) Defendants MobilityWare, LLC (“MobilityWare”), Dave Yonamine, and John Libby (collectively, “Defendants”). Plaintiff and Defendants are referred to hereinafter as the “Settling Parties.” This settlement is intended to fully, finally, and forever to resolve, discharge, release, and settle the lawsuit captioned *Rona Komins v. Dave Yonamine, et al.*, Case No. 19STCV24865 (Los Angeles Superior Court) (the “Litigation”), upon and subject to the terms and conditions herein.

1. RECITALS

1.1 On July 17, 2019, Plaintiff filed a Class Action Complaint in the Superior Court of California for the County of Los Angeles (the “Court”), captioned *Rona Komins v. Dave Yonamine, et al.*, Case No. 19STCV24865.

1.2 On July 19, 2019, Plaintiff filed a First Amended Complaint (“FAC”) to correct an error in the caption of the Complaint.

1.3 Plaintiff’s current complaint alleges that as children and users download and play MobilityWare’s gaming apps, Defendants automatically collect personal information about the users and track online behavior to sell to third parties and to profile for targeted advertising. *See* Third Amended Complaint (“TAC”). Plaintiff’s Third Amended Complaint alleges causes of action for (a) violations of California’s Constitutional Right to Privacy, (b) Intrusion Upon Seclusion, (c) violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (d) Fraud by Omission, (e) Negligent Misrepresentation, and (f) Quasi-Contract. *See* TAC.

1.4 On February 11, 2020, Defendants filed a Motion to Compel Arbitration, arguing that Plaintiff was required to arbitrate her claims. *See* Feb. 11, 2020 Motion to Compel Arbitration. Defendants’ Motion to Compel Arbitration was denied on August 20, 2020. *See* Aug. 20, 2020 Order Denying Motion to Compel Arbitration.

1.5 On September 30, 2020, Defendants filed a Joint Brief regarding Defendants’ Demurrer to Plaintiff’s First Amended Complaint. *See* Sept. 30, 2020 Joint Brief re Demurrer to Plaintiff’s First

Amended Complaint. On October 20, 2020, the Court entered an Order declining to rule on the demurrer and permitting Plaintiff to file a further amended complaint.

1.6 On October 26, 2020, Plaintiff filed a Second Amended Complaint. *See* Second Amended Complaint (“SAC”).

1.7 On November 25, 2020, Defendants Dave Yonamine and John Libby demurred to Plaintiff’s Second Amended Complaint, and all Defendants filed a Motion to Strike Plaintiff’s Second Amended Complaint. *See* Nov. 25, 2020 Demurrer to SAC; Nov. 25, 2020 Motion to Strike. On February 9, 2021, the Court overruled Defendants’ Demurrer and Motion to Strike in their entirety, except that it *sua sponte* struck Plaintiff’s claim for unjust enrichment with leave to amend to file a claim for quasi-contract. *See* Feb. 9, 2021 Order.

1.8 On March 1, 2021, Plaintiff filed a Third Amended Complaint which substituted a claim for quasi-contract for the claim for unjust enrichment. *See* TAC.

1.9 On March 31, 2021, Defendants filed a Notice of Removal to federal court, and filed a Motion to Dismiss on April 7, 2021. *See Komins v. Yonamine, et al.*, Case No. 2:21-cv-02757-MCS-RAO (C.D. Cal.), at Dkt. Nos. 1, 9. On April 19, 2021, Plaintiff filed a Motion to Remand, and on April 21, 2021, Plaintiff filed an opposition to Defendants’ Motion to Dismiss. *See id.* at Dkt. Nos. 11-12. On May 17, 2021, the action was remanded to Superior Court. *See id.* at Dkt. No. 28 [Order Granting Motion to Remand].

1.10 On May 28, 2021, Defendants filed a Motion to Transfer Venue. *See* May 28, 2021 Motion to Transfer Venue. On July 2, 2021, the Court denied Defendants’ Motion to Transfer Venue. *See* July 2, 2021 Order.

1.11 On July 7, 2021, Defendants filed an Answer to Plaintiff’s Third Amended Complaint in which they denied Plaintiff’s allegations and asserted affirmative defenses.

1.12 The parties exchanged multiple rounds of written discovery and have attended multiple informal discovery conferences with the Court concerning the written discovery. Specifically, Defendants propounded three sets of Requests for Production (34 total Requests for Production), four sets of Special Interrogatories (20 total Special Interrogatories), three sets of Form Interrogatories (24 total Form Interrogatories), and two sets of Requests for Admission (22 total Requests for Admission)

on Plaintiff. Plaintiff propounded three sets of Requests for Production (43 total Requests for Production), one set of Form Interrogatories (31 Form Interrogatories), one set of Special Interrogatories (20 Special Interrogatories), and one set of Requests for Admission (9 Requests for Admission) on MobilityWare. Plaintiff also propounded one set of Form Interrogatories (40 Form Interrogatories), one set of Requests for Production of Documents (9 Requests for Production), and one set of Special Interrogatories (7 Special Interrogatories) on Defendants Dave Yonamine and John Libby. Plaintiff and Defendants responded to such discovery.

1.13 Plaintiff took the depositions of MobilityWare's persons most qualified on October 5, 2021 and October 6, 2021.

1.14 Defendants took the deposition of Plaintiff Komins on October 13, 2021.

1.15 On September 3, 2021, Defendants served a deposition subpoena for production of business records on Apple, Inc., and Apple, Inc. produced documents responsive to the subpoena on October 8, 2021. On September 28, 2021, Plaintiff served deposition subpoenas for production of business records on 20 third-party SDK entities. On October 14, 2021, Defendants served a deposition subpoena for production of business records on Verizon Wireless Services, LLC.

On November 2, 2021, the Parties attended a full-day mediation session before the Honorable Jay C. Gandhi (Ret.) of JAMS where they agreed to several principal terms of an injunctive-relief-only class action settlement. For several weeks following the mediation, the Parties continued to negotiate terms of a settlement with the help of Judge Gandhi.

1.16 The Settling Parties and their counsel have extensively investigated the facts and issues raised in the Litigation, and they have sufficient information to evaluate an appropriate settlement and the terms and conditions of this Settlement Agreement.

1.17 Prior to mediation and negotiating the Settlement, Plaintiff obtained through formal written discovery and depositions of Defendant MobilityWare's persons most knowledgeable, information regarding the types of data collected by the MobilityWare Gaming Apps, MobilityWare's data collection practices, and information regarding the ascertainability of class members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168

Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

1.18 Through discovery, Class Counsel determined that calculating actual economic harm in this case would be complex and uncertain, and would rest upon a risky and unpredictable jury determination regarding the value of personal information. Any damage award was likely to have been nominal for most class members. Discovery also revealed that MobilityWare at the relevant times did not collect, use, or disclose certain data, and while MobilityWare’s apps initially appeared to target children based on the apps’ animations and graphics, third-party analytical data showed that MobilityWare apps were primarily used by women aged 35 and older.

1.19 Based upon the discovery taken to date, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, plus the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties have agreed to settle the claims asserted in the Litigation pursuant to the provisions of this Agreement.

1.20 Based on their experience and knowledge of the strength of the claims and defenses in the Litigation, and the costs and risks of litigation, counsel for the Settling Parties have concluded and are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in the best interest of the Settling Parties and the Settlement Class Members.

1.21 **NOW, THEREFORE**, pursuant to the terms set forth herein and subject to the Court’s approval of this Settlement Agreement, the Parties hereby stipulate and agree, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that any Released Injunctive Claims against any Released Persons shall be settled, compromised and forever released upon the following terms and conditions.

2. DEFINITIONS

Capitalized terms in this Settlement Agreement are defined by the terms set forth in this Section. If and to the extent that definitions in this Section conflict with other terms set forth in this Settlement Agreement, the definitions in this Section shall govern.

2.1 “Class Counsel” means the Law Offices of Ronald A. Marron, APLC.

2.2 “Class Period” means July 17, 2015 until the date the court grants preliminary approval

of the Settlement.

2.3 “Court” means the Superior Court of California, County of Los Angeles.

2.4 “Defendants” means Dave Yonamine, John Libby, and MobilityWare, LLC.

2.5 “Defense Counsel” means Defendants’ counsel of record in the Litigation, Pillsbury Winthrop Shaw Pittman LLP.

2.6 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

2.7 “Fee Application” means Class Counsel’s application for fee award and expenses, and for an Incentive Award to Plaintiff.

2.8 “Fees and Costs” means an award of Plaintiff’s attorneys’ fees, costs, expenses and Incentive Award, up to the amount approved by the Court but not to exceed \$800,000.00.

2.9 “Final Approval” means issuance of a Court order granting final approval of the settlement and this Settlement Agreement as binding on the Settling Parties and the Settlement Class.

2.10 “Final Approval Hearing” means a hearing in Department 14 of the Spring Street Courthouse before the Honorable Kenneth R. Freeman on whether the Settlement should be granted final approval and whether the Fee Application should be granted.

2.11 “Final Judgment” means the Final Judgment to be entered by the Court, which, among other things, will fully and finally approve this Settlement Agreement and dismiss the Litigation with prejudice.

2.12 “Incentive Award” means the award that will be sought by application and, if approved by the Court, will be payable to Plaintiff for her role as the class representative and her responsibility and work attendant to that role.

2.13 “Long Form Notice” refers to a document, substantially in the form of **Exhibit A** hereto,

to be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Settlement Class definition of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement and their options with respect thereto.

2.14 “MobilityWare Gaming Apps” means the mobile gaming apps that are offered by MobilityWare for download through the iOS App Store, the Android Google Play store, or the Android Amazon store, namely, (a) Solitaire, (b) Tripeaks Solitaire, (c) Pyramid Solitaire, (d) FreeCell Solitaire, (e) Crown Solitaire, (f) Spider Solitaire, (g) Spider Go Solitaire, (h) Castle Solitaire, (i) Addiction Solitaire, (j) Mahjong Solitaire, (k) Yukon Russian Solitaire Game, (l) Aces Up Solitaire, (m) Destination Solitaire, (n) Hearts Card Game, (o) Puzzle Cats, (p) Sudoku Simple, (q) Spades Card Game, (r) Tropical Treats, (s) Word Wiz, (t) Word Warp, (u) Sunny Shapes, (v) Word Search, (w) Tetra Block – Puzzle Game, (x) Dice Merge Puzzle Master, (y) Blackjack, (z) Match & Rescue – Match 3 Game, (aa) Vegas Blvd Slots, (bb) Block Party Bingo, (cc) 52 Card Pick-up, (dd) Excite Bear – Animal Bikers, and (ee) Monopoly Solitaire.

2.15 “Notice” means the Long Form Notice and the Summary Notice.

2.16 “Notice Date” means the date in which Notice is to be disseminated, as set forth in Section 6.3 of this Settlement Agreement.

2.17 “Notice Plan” means the method of providing the Settlement Class with notice of the Settlement, as approved by the Court.

2.18 “Notice Administrator” means the company selected by Plaintiff and approved by the Court to provide notice to the Settlement Class.

2.19 “Objection” means the written communication that must be provided to the Notice Administrator on or before the Objection/Exclusion Deadline by a Settlement Class member who wishes to object to the terms of the Settlement.

2.20 “Objection/Exclusion Deadline” means the date by which a written Objection or Request for Exclusion by a Settlement Class member must be postmarked, as established by the Court in the Preliminary Approval Order and referred to in Section 5 of this Settlement Agreement.

2.21 “Operative Complaint” means Plaintiff’s Third Amended Complaint filed on March 1, 2021.

2.22 “Parties” means Plaintiff and Defendants.

2.23 “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 parents, subsidiaries, spouse, heirs, predecessors, successors, representatives, and assignees.

2.24 “Plaintiff” means the proposed class representative and Plaintiff, Rona Komins.

2.25 “Plaintiff’s Released Claims” means the claims to be released by Plaintiff as set forth in Section 10.2 of this Settlement Agreement.

2.26 “Preliminary Approval Order” means an order, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Settlement Class according to the Notice Plan.

2.27 “Released Injunctive Claims” means the claims to be released by Settlement Class Members as set forth in Section 10.1 of this Settlement Agreement.

2.28 “Released Persons” means Defendants, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, alter-egos, and affiliated organizations, and all of their past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and all third-party vendors contracting with MobilityWare but only to the extent that claims are based upon such vendors’ dealings with MobilityWare.

2.29 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

2.30 “Settlement” or “Settlement Agreement” means this Class Litigation Settlement Agreement, including all exhibits thereto.

2.31 “Settlement Class” means all persons who played any of the following MobilityWare Gaming Apps on a mobile device in the United States at any time between July 17, 2015 and until the date preliminary approval is granted:

- Solitaire,

- Tripeaks Solitaire,
- Pyramid Solitaire,
- FreeCell Solitaire,
- Crown Solitaire,
- Spider Solitaire,
- Spider Go Solitaire,
- Castle Solitaire,
- Addiction Solitaire,
- Mahjong Solitaire,
- Yukon Russian Solitaire Game,
- Aces Up Solitaire,
- Destination Solitaire,
- Hearts Card Game,
- Puzzle Cats,
- Sudoku Simple,
- Spades Card Game,
- Tropical Treats,
- Word Wiz,
- Word Warp,
- Sunny Shapes,
- Word Search,
- Tetra Block – Puzzle Game,
- Dice Merge Puzzle Master,
- Blackjack,
- Match & Rescue – Match 3 Game,
- Vegas Blvd Slots,
- Block Party Bingo,
- 52 Card Pick-up,
- Excite Bear – Animal Bikers, and
- Monopoly Solitaire.

2.32 “Settlement Class Members” means all persons who are members of the Settlement Class.

2.33 “Summary Notice” refers to a document, substantially in the form of **Exhibit B** hereto, to be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Settlement Class definition of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement and their options with respect thereto

2.34 The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

3. STIPULATION TO CLASS CERTIFICATION

3.1 The Settling Parties hereby stipulate, for purposes of this Settlement only, that the

requirements of California Code of Civil Procedure Section 382 are satisfied and, subject to Court approval, the Settlement Class shall be conditionally certified pursuant to the terms and conditions set forth in this Settlement Agreement, for purposes of this Settlement only. Should the Court not grant Final Approval of the Settlement, for whatever reason, this stipulation to class certification shall become null and void.

3.2 Neither this Settlement Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement shall be construed as, or deemed as evidence of, an admission or concession by Defendants that a class should or could have been certified in the Litigation for any purpose other than settlement. If the Court fails to grant Final Approval of the Settlement, the Settling Parties agree and stipulate that the Parties shall and do retain all of the rights, defenses, and arguments they had preceding execution of this Settlement Agreement, and that nothing in this Settlement Agreement may be used as evidence or argument by Plaintiff or putative Settlement Class Members concerning any aspect of the Litigation, including whether the alleged claims properly may be maintained as a class action.

4. PRELIMINARY APPROVAL AND FINAL APPROVAL

4.1 Preliminary Approval. On or before December 15, 2023, Plaintiff will submit this Agreement together with its exhibits to the Court and will request that the Court: (a) grant preliminary approval of the Settlement; (b) issue the Preliminary Approval Order; and (c) schedule a Final Approval Hearing. Plaintiff shall request the Court schedule the Fee Application to be filed no later than fourteen (14) calendar days prior to the Objection/Exclusion Deadline, or earlier, if the Court deems it necessary.

4.1.1 Defendants shall cooperate in good faith in Plaintiff's preparation of the motion for preliminary approval of the Settlement.

4.1.2 Defendants shall not oppose Plaintiff's assertion, in papers filed in furtherance of this Settlement, that: (a) the Settlement Class is appropriate for certification under California Code of Civil Procedure Section 382; (b) the Settlement Class is so numerous that joinder of all members is impracticable; (c) questions of law or fact predominate; (d) the claims of Plaintiff are typical of the Settlement Class; or (e) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

4.1.3 The Parties agree to the form and substance of the proposed Preliminary Approval Order, attached hereto as **Exhibit D**, to be lodged with the Court with the motion for preliminary approval of the Settlement Agreement.

4.2 Final Approval. In accord with the Court's schedule for the Final Approval Hearing, as set forth in the Preliminary Approval Order, Plaintiff shall file a motion for final approval of the Settlement Agreement, in consultation with Defendants, and Defendants agree not to oppose such motion.

4.2.1 Defendants shall cooperate in good faith with Plaintiff's preparation of the motion for final approval of the Settlement Agreement.

4.2.2 Defendants shall not oppose Plaintiffs' assertion, in papers filed in furtherance of the Settlement Agreement, that the Court should affirm its rulings granting Preliminary Approval of the Settlement and grant final approval of the Settlement.

4.2.3 The Parties agree to the form and substance of the proposed Final Judgment and Order, attached hereto as **Exhibit E**, to be lodged with the Court with the motion for final approval of the Settlement Agreement.

5. REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Notice Administrator a signed written Request for Exclusion not later than 30 calendar days prior to the Final Approval Hearing (or such other deadline as may be set by the Court). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865 and includes the Class Member's name, address, and telephone number. To be valid, a Request for Exclusion must be timely postmarked no later than thirty (30) calendar days prior to the Final Approval Hearing (or such other deadline as may be set by the Court). The Notice Administrator shall accept any Request for Exclusion as valid if the Notice Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Any Settlement Class member whose request to be excluded from the Settlement Class is approved by the Court will not be bound by the Settlement and will have no right to object, appeal, or comment thereon.

5.2 Settlement Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for Class Counsel's Fees and Costs or the Class Representative's Incentive Award. Written objections must be sent to the Notice Administrator at the address listed in the Notice, and must be postmarked no later than 30 calendar days prior to the Final Approval Hearing (or such other deadline for any such objection as may be set by the Court). All written objections and supporting papers should contain information sufficient to identify and contact the Settlement Class Member (or his or her attorney, if any), and should reasonably communicate the Settlement Class Member's desire to object to the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865.

5.3 In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. In general, the Court will hear from any Settlement Class Member who attends the final approval hearing in Department 14 of the Spring Street Courthouse before Judge Kenneth R. Freeman and asks to speak regarding his or her objection. If an objecting party intends to appear at the Final Approval Hearing, the objector may file with the Court, at least thirty (30) days before the Final Approval Hearing (or such other deadline as may be set by the Court), a notice of intent to appear. The notice of intent to appear should list the name, address and telephone number of the attorney, if any, who will appear on behalf of that party.

5.4 Class Counsel and Defendants shall have the right, but not the obligation, to respond to any written Objection, by filing opposition papers no later than seven (7) calendar days prior to the Final Approval Hearing (or on such other date as set forth in the Preliminary Approval Order or in any subsequent Court order(s) modifying the briefing schedule for the Final Approval Hearing). The Party responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, in the Party's discretion, to the objector (or counsel for the objector), Class Counsel and Defense Counsel, to the extent the objector or their counsel do not receive notice of electronic filing via CaseAnywhere.

6. NOTICE TO SETTLEMENT CLASS MEMBERS

6.1 Class Notice shall conform to all applicable requirements of the California Code of Civil Procedure, the California Rules of Court, and any other applicable law, and shall otherwise be in the

manner and form agreed upon by the Parties and approved by the Court.

6.2 Plaintiff shall retain a Notice Administrator to help implement the terms of the Settlement Agreement.

6.3 Within thirty (30) days after entry of the Preliminary Approval Order, or on such other date as may be established by the Court in the Preliminary Approval Order, the Notice Administrator shall commence providing Notice to the Class according to the Notice Plan as attached in **Exhibit C**, except that the Class Settlement Website shall require earlier publication, as discussed in Section 6.3.1:

6.3.1 Settlement Website. The Notice Administrator will create and maintain a class settlement website (the “Class Settlement Website”), to be activated on or before the Notice Date. The Notice Administrator’s responsibilities will also include securing an appropriate URL, such as www.MobilityWareClassAction.com. The Class Settlement Website will contain Settlement information and case-related documents such as the Agreement, the Long Form Notice, the Preliminary Approval Order, the Third Amended Complaint, and notices from the Court. In addition, the Class Settlement Website will include procedural information regarding the status of the Court-approval process, such as an announcement of the Final Approval Hearing date, when the Court has entered an order granting Final Approval and entered the Final Judgment, and when the Effective Date has been reached, including any appeal(s), if any. The Website shall be operative no later than the Notice Date and shall be accessible for a period of not less than sixty (60) days following the Effective Date.

6.3.2 Social Media Notice: Within thirty (30) days after entry of the Preliminary Approval Order, the Notice Administrator will launch a digital media notice using banner ads placed on the Google Display network, social media notice using paid banner ads on the Facebook and Instagram social media platforms, and paid search notice ads placed on the Google and Bing search engines to appear in response to targeted search terms. This multi-channel digital campaign is designed to obtain millions of individual notice impressions directed to the target audience.

6.3.3 Toll-Free Helpline: Prior to the launch of the social media notice campaign, the Notice Administrator will establish a toll-free Settlement helpline to assist potential Class

Members and any other persons seeking information about the Settlement. The helpline will be staffed by live operators during normal business hour and callers will also have the option to leave a message in order to speak with the Settlement Administrator if a live operator is not available.

6.4 The Parties agree to the content of the Notice, substantially in the forms attached to this Agreement as **Exhibit A** (Long Form Notice) and **Exhibit B** (Summary Notice), and as approved by the Court.

6.5 All costs and expenses of providing Notice in accordance with the Preliminary Approval Order shall be paid by Class Counsel to the Notice Administrator as approved by the Court through its approval of the Notice Plan.

7. **SETTLEMENT CONSIDERATION**

7.1 Class Benefits. Class Counsel and Plaintiff believe the Settlement confers substantial benefits upon the Settlement Class, as identified below, particularly as weighed against the risks associated with the inherent uncertain nature of a litigated outcome; the complex nature of the Litigation in which Class Counsel have reviewed internal and confidential documents; the difficulty and complexity of calculating actual economic harm, if any, allegedly attributable to Defendants' conduct; the length and expense of continued proceedings through additional fact depositions, expert depositions, third-party document productions and depositions, class certification briefing, summary judgment briefing, trial, and appeals. Based on their evaluation of such factors, Class Counsel and Plaintiff have determined the Settlement, based on the terms set forth herein, is in the best interests of the Settlement Class.

7.2 Injunctive Relief. Within the time frames set forth below, MobilityWare agrees to implement the following injunctive relief, to the extent that it has not already been implemented:

7.2.1 MobilityWare shall update each of the MobilityWare Gaming Apps to include a permanent, clear, and conspicuous pop-up notification to be served to app users whose device settings indicate that they are in the United States that cannot be skipped, closed, or bypassed and that: (i) informs app users of MobilityWare's privacy policy and collection of personal information, and of app users' ability to opt out of selling of their personal information as

applicable based on their regional privacy laws; (ii) informs app users that MobilityWare will delete personal information collected by app users upon request; and (iii) asks users to confirm that they are at least 18 years of age. MobilityWare will not collect, share, or sell personal information from new app users whose device settings indicate that they are in the United States unless and until the app users have (i) scrolled through the entirety of the notification, (ii) confirmed that they have read the notification, and (iii) confirmed that they are at least 18 years of age.

7.2.2 MobilityWare will provide exemplars and/or additional details to Class Counsel regarding what the notification in Section 7.2.1 will look like.

7.2.3 While the great majority of active MobilityWare Gaming App users typically update their apps within a few weeks of an update, there are some users who do not update their apps. MobilityWare has no practicable way to require users to update the MobilityWare Gaming Apps or to stop users from continuing to play their apps on their devices without updating them, and users who do not update the apps will not receive the popup notification. This Article shall not prevent MobilityWare from collecting, sharing, or selling personal information from existing MobilityWare Gaming App users who do not update their apps or from MobilityWare Gaming Apps that cannot practicably be updated, provided, however, that MobilityWare shall not collect, share, or sell personal information except as disclosed in MobilityWare's Privacy Policy.

7.2.4 Nothing in this Agreement shall preclude MobilityWare from discontinuing any MobilityWare Gaming App. In the event that MobilityWare discontinues any MobilityWare Gaming App prior to the date set forth in this Article for completing implementation of changes, MobilityWare shall not be required to update such app as set forth in this Article.

7.2.5 The injunctive relief set forth in this Article shall be permanent unless prohibited by applicable laws, regulations, and/or Apple, Google, or Amazon app store mandatory standards; provided, however, that nothing herein shall prevent MobilityWare from asking the Court to modify such injunctive relief on the ground that there has been a change in the applicable laws, regulations, and/or prevailing industry practices such that the injunctive relief is no longer required under federal law or the law of any state in the United States and/or is contrary to Apple,

Google, or Amazon app store mandatory standards.

7.2.6 The injunctive relief set forth in this Article shall not apply to the downloading of MobilityWare Gaming Apps through services, such as Apple Arcade, that have their own privacy policies governing the collection, sharing, or selling of personal information and that implement their own age gating requirements.

7.2.7 The injunctive relief set forth in this Article shall apply only within the United States, as MobilityWare may need to comply with different and conflicting obligations imposed by the laws of other jurisdictions, including the European Union's General Data Protection Regulation and the Brazilian General Data Protection Law.

7.2.8 MobilityWare will begin to implement these changes commencing within ten (10) days following the Court's entry of an order granting Final Approval, prioritizing updates of its most popular apps first, and continuing on an app-by-app basis as quickly as practicable, to be completed within twelve (12) months of the Court's entry of the order granting Final Approval.

7.2.9 Within twenty (20) days following complete implementation of the changes required by this Article, MobilityWare shall provide Class Counsel with an affidavit certifying compliance with the terms described herein. At the request of Class Counsel, MobilityWare's counsel will provide periodic updates concerning the status of implementation of such changes.

7.2.10 Defendant MobilityWare estimates that it will spend in excess of \$800,000.00 to comply with the injunctive relief provided by this Settlement Agreement, and estimates that it will incur a substantial amount of development time related to the agreed-upon injunctive relief.

7.3 Cy Pres Award: Due to the difficulty in proving damages for Plaintiff's claims and because any distribution of damages would be impracticable, MobilityWare has agreed to a *cy pres* remedy wherein class members receive an indirect benefit rather than a direct monetary payment. To that end, MobilityWare has agreed to make a \$100,000.00 *cy pres* payment, split equally between the Electronic Frontier Foundation, a non-profit digital rights group that champions user privacy (*see* <https://www.eff.org/about>), and the Electronic Privacy Information Center, a public interest non-profit research and advocacy organization established to "secure the fundamental right to privacy in the digital age for all people..." *See* <https://epic.org/about/>. No counsel or party has any interest or involvement in

the governance of work of the *cy pres* recipients.

7.3.1 The *cy pres* payment shall be made by MobilityWare within 30 days after the Effective Date. Within twenty (20) days following the *cy pres* payment, MobilityWare shall provide Class Counsel with an affidavit certifying compliance with the terms described herein.

8. AWARD OF FEES AND EXPENSES TO CLASS COUNSEL AND INCENTIVE AWARD TO PLAINTIFF

8.1 Defendants have agreed to pay Class Counsel reasonable attorneys' fees as determined by the Court. Attorneys' fees will be based on the lodestar method. Class Counsel will petition the Court for Fees and Costs (including the cost of notice and the Incentive Award) in the total amount of \$800,000.00. The specific deductions from this total amount are as follows:

- Class Counsel's attorney fees: \$732,100.00
- Class Counsel's Costs and Expenses: \$31,400.00
- Notice Administration Costs: \$29,000.00
- Incentive Award: \$7,500.00

Subject to the terms and conditions of this Settlement Agreement and any order of the Court, Class Counsel's Fees and Costs shall be paid by Defendants within ten (10) days after the Effective Date.

8.2 As part of the petition in Section 8.1, Class Counsel will specifically petition the Court for an Incentive Award to Plaintiff in the amount of \$7,500.00. The Incentive Award will be paid by Class Counsel to Plaintiff from Class Counsel's Fees and Costs within twenty (20) days after the Effective Date.

8.3 Defendants shall bear their own attorneys' fees and costs.

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

9.1 In the event this Settlement Agreement is not approved by the Court or the Settlement set forth herein is terminated or fails to become effective in accordance with its terms (including by reason of appellate proceedings), the Settling Parties shall be restored to their respective pre-settlement positions in the Litigation, including with regard to any agreements concerning tolling and similar agreements, and this entire Settlement Agreement shall become null and void.

9.2 The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including, without limitation, in seeking Preliminary Approval and Final Approval of the Settlement, carrying out the terms of this Settlement Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain Final Approval by the Court of the Settlement. The Parties shall cooperate in good faith and undertake all reasonable actions and steps in order to accomplish the events described in this Settlement Agreement.

10. RELEASES

10.1 Settlement Class Released Injunctive Claims. As of the date the injunctive relief described in Section 7.2 above is fully provided, the Settlement Class, and each member of the Settlement Class, in consideration of the relief set forth herein, does fully and finally release, acquit, and discharge the Released Persons from the Released Injunctive Claims, defined as any and all claims for injunctive or equitable relief brought for, by, or on behalf of, Settlement Class Members, that are asserted in the Operative Complaint. “Released Injunctive Claims” do not include any claims for damages or other monetary relief (whether actual, nominal, punitive, exemplary, statutory, or otherwise) for any Settlement Class Member. The Parties acknowledge and agree that the Settlement Class Released Injunctive Claims do not include any claims from minors who are under the age of 18 as of the Effective Date.

10.2 Plaintiff’s Released Claims. As of the date the injunctive relief described in Section 7.2 above is fully provided, Plaintiff, in consideration of the relief set forth herein, does fully and finally release, acquit, and discharge the Released Persons from Plaintiff’s Released Claims, defined as: (a) any and all claims for injunctive or equitable relief that are asserted in the Operative Complaint; and (b) any claims for damages or other monetary relief (whether actual, nominal, punitive, exemplary, statutory, or otherwise) for Plaintiff.

10.3 Settlement Class Members are not releasing any claims for monetary relief and may pursue individual claims for monetary relief. The Parties acknowledge and agree that the statute of limitations for individual claims for monetary relief by members of the putative class were tolled as of the date of filing of the Complaint. The Parties acknowledge and agree that with respect to minors, the statute of limitations are tolled until the minor turns 18. As such, the statute of limitations are tolled as

of the date of the filing of the Complaint in this action, or, with respect to minors, until a minor settlement class member turns 18, whichever is later.

11. REPRESENTATIONS AND WARRANTIES

11.1 Class Counsel represent and warrant on behalf of themselves, and on behalf of all others acting on their behalf, that they: (a) have not been retained by any other individuals or entities with claims against Defendants that are the same as or similar to the claims asserted in the Litigation; (b) are not aware of, and have not been informed of, any other person, potential plaintiff, class member or attorney who intends to bring claims against Defendants that are the same as or similar to the claims asserted in the Litigation; and (c) will not disclose confidential facts concerning the underlying claims in the Litigation to an attorney or to any person that Class Counsel believe may file a lawsuit against Defendants asserting claims that are the same as or similar to the claims asserted in this Litigation. Nothing in this Section restricts Class Counsel's right to practice. *See* California Rule of Professional Conduct 5.6.

11.2 Plaintiff represents and warrants that she: (a) is not aware of, and has not been informed of, any other plaintiff or class members who intend to bring claims against Defendants that are the same as or similar to the claims asserted in the Litigation; and (b) will not disclose confidential facts concerning the underlying claims in the Litigation to an attorney or to any person Plaintiff believes may file a lawsuit against Defendants asserting claims that are the same as or similar to the claims asserted in the Litigation.

12. MISCELLANEOUS PROVISIONS

12.1 The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense or as to the propriety of any relief.

12.3 The Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated at arm's length, in good faith by the Parties, and reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and with the extensive assistance of an independent, neutral mediator, the Honorable Jay C. Gandhi (Ret.) of JAMS. Plaintiff contends that the Litigation was filed in good faith and was not frivolous. This Agreement is entered solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

12.4 Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Injunctive Claims or of any Plaintiff's Released Claims, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file this Agreement and/or the Final 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.

12.5 The Court shall retain continuing jurisdiction over the Parties and the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken. All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms embodied in this Settlement Agreement.

12.6 Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

12.7 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.

12.8 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.

12.9 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and is expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class that Class Counsel deems appropriate.

12.10 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.

12.11 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

12.12 This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

12.13 The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

12.14 None of the Settling 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 Settling Parties as the drafter thereof.

12.15 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 California without giving effect to that State's choice-of-law principles. Any provision of California Evidence Code Sections 1115-1128 notwithstanding, this Agreement may be enforced by any Party hereto by a motion under California Code of Civil Procedure Section 664.6 or by any other procedure permitted by California law. The provisions of the confidentiality agreement entered into with respect to the mediation process concerning this matter are waived solely for purposes of such enforcement.

12.16 If the Agreement is rejected by the Court, the Parties agree to negotiate in good faith,

including through the engagement of a mediator, regarding the elimination or revision of any provisions in the Agreement that resulted in Court rejection, with the goal of reaching a formal settlement agreement that will be accepted by the Court and thereafter to submit a revised settlement agreement to the Court for approval as soon as is practicable; all other terms and conditions herein shall continue in full force and effect until approval by the Court of any such revised settlement agreement. The fees and expenses of the mediator incurred pursuant to this section shall be shared equally between Defendants and the Litigation Class. Each Party shall bear its own attorneys' fees and costs of such renegotiation.

IN WITNESS THEREOF, the Settling Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives.

UNDERSTOOD AND AGREED:

Dated: 3/28/2024

DocuSigned by:
John Libby
By: AD6F52962DE24E0...
Representative of MobilityWare, LLC

Dated: 3/28/2024

DocuSigned by:
John Libby
By: AD6F52962DE24E0
Defendant John Libby

Dated: 3/27/2024

DocuSigned by:
Dave Yonamine
By: 5E820777CCD6445
Defendant Dave Yonamine

Dated: _____

By: _____
Plaintiff Rona Komins

APPROVED AS TO FORM AND CONTENT AND AGREED AS TO REPRESENTATIONS UNDER SECTION 11.1:

LAW OFFICES OF RONALD A. MARRON

Dated: _____

By: _____
Ronald A. Marron

including through the engagement of a mediator, regarding the elimination or revision of any provisions in the Agreement that resulted in Court rejection, with the goal of reaching a formal settlement agreement that will be accepted by the Court and thereafter to submit a revised settlement agreement to the Court for approval as soon as is practicable; all other terms and conditions herein shall continue in full force and effect until approval by the Court of any such revised settlement agreement. The fees and expenses of the mediator incurred pursuant to this section shall be shared equally between Defendants and the Litigation Class. Each Party shall bear its own attorneys' fees and costs of such renegotiation.

IN WITNESS THEREOF, the Settling Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives.

UNDERSTOOD AND AGREED:

Dated: _____

By: _____
Representative of MobilityWare, LLC

Dated: _____

By: _____
Defendant John Libby

Dated: _____

By: _____
Defendant Dave Yonamine


Dated: March 27, 2024

By:  _____
Plaintiff Rona Komins

APPROVED AS TO FORM AND CONTENT AND AGREED AS TO REPRESENTATIONS UNDER SECTION 11.1:

LAW OFFICES OF RONALD A. MARRON


Dated: March 27, 2024

By:  _____
Ronald A. Marron

651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Email: ron@consumersadvocates.com
Counsel for Plaintiff and the Class

**PILLSBURY WINTHROP SHAW
PITTMAN LLP**

Dated: 3/28/24

By: 
Robert L. Wallan, Esq.
725 South Figueroa Street, Suite 3600
Los Angeles, CA 90017-5524
Telephone: (213) 488-7100
Email: robert.wallan@pillsburylaw.com
*Counsel for Defendants Dave Yonamine,
John Libby, and MobilityWare, LLC*

EXHIBITS

Exhibit A	Long Form Notice to the Class
Exhibit B	Summary Notice to the Class
Exhibit C	Notice Plan
Exhibit D	Proposed Preliminary Approval Order
Exhibit E	Proposed Final Approval Order

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Komins v. Yonamine, et al., Case No. 19STCV24865
Superior Court of California for the County of Los Angeles

IF YOU ARE A UNITED STATES CITIZEN AND PLAYED ANY OF THE FOLLOWING MOBILITYWARE GAMING APPS ON A MOBILE DEVICE IN THE UNITED STATES AT ANY TIME BETWEEN JULY 17, 2015 AND [the date preliminary approval is granted], PLEASE READ THIS NOTICE CAREFULLY, AS IT DESCRIBES A SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.

A state court authorized this Notice. It is not a solicitation from a lawyer. YOU ARE NOT BEING SUED.

Included MobilityWare Gaming Apps:

- Solitaire
- Tripeaks Solitaire
- Pyramid Solitaire
- FreeCell Solitaire
- Crown Solitaire
- Spider Solitaire
- Spider Go Solitaire
- Castle Solitaire
- Addiction Solitaire
- Mahjong Solitaire
- Yukon Russian Solitaire Game
- Aces Up Solitaire
- Destination Solitaire
- Hearts Card Game
- Puzzle Cats
- Sudoku Simple

This Settlement resolves a lawsuit against MobilityWare, LLC, Dave Yonamine, and John Libby (the “Defendants”) alleging that MobilityWare’s gaming apps collect personal information about the users and track online behavior to sell to third parties and to profile for targeted advertising.

Defendants deny the allegations and any wrongdoing. Nonetheless, they have agreed to settle this lawsuit to avoid the cost and uncertainty of litigation. The parties have reached a settlement that would provide injunctive relief and a *cy pres* award as detailed below in exchange for a waiver and release of injunctive relief claims. The settlement does not provide money compensation to class members, and class members do not release any claims for monetary damages. Class Counsel will request that the Court award them reasonable attorneys’ fees and expenses as compensation for their obtaining Defendants’ agreement to make certain changes to its business practices.

You are not required to take any action. This Notice further explains the litigation, the Settlement, and how you may comment, object to, or opt out of the Settlement, if you want.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>Do Nothing</p>	<p>If you do nothing, then you will automatically receive benefits under this Settlement in the form of a <i>cy pres</i> award to the Electronic Frontier Foundation and the Electronic Privacy Information Center, and Defendants’ added disclosures and changes to certain business practices that are further described in this notice. You will also give up your right to sue Defendants and certain related entities and individuals regarding any claims for injunctive relief that are part of the Settlement. You will not give up any claims for monetary damages.</p>
<p>Exclude Yourself from the Settlement Class by </p>	<p>If you are a Class Member, you may ask to be excluded from the Settlement Class. If you ask to be excluded, you will not be bound by what the Court does in this case, and will keep any right you might have to sue Defendants separately about the legal claims in this lawsuit. Requests for Exclusion must be sent to the Notice Administrator and postmarked no later than .</p>
<p>Object or Comment in Writing by </p>	<p>If you are a Class Member, you may write to the Notice Administrator about why you object to the Settlement. Written objections must be sent to the Notice Administrator and postmarked no later than . If you do not submit a written objection, you may appear at the final approval hearing in Department 14 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 and request to speak regarding your objection.</p>
<p>Appear in the lawsuit by and Attend a Hearing on at ____ a.m./p.m. in Department 14 of the Spring Street Courthouse</p>	<p>If you are a Class Member, you may ask to speak in Court about the fairness of the Settlement at the Final Approval Hearing. You may enter your appearance in Court either pro se or through an attorney at your own expense if you so desire.</p>

There is no need to submit a claim form. This Settlement provides benefits in the form of added disclosures, changes to certain business practices, and a *cy pres* award that are further detailed on page five of this notice. If you do nothing, then you will automatically receive the benefits of this Settlement.

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WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE 4

- 1. Why did I Receive this Notice?**
- 2. What is This Lawsuit About?**
- 3. What is a Class Action and Who is Involved?**
- 4. Why is there a Proposed Settlement?**

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT.....PAGE 5

- 5. How Do I Know If I Am Part of the Proposed Settlement?**

THE PROPOSED SETTLEMENT BENEFITS.....PAGE 6

- 6. What Are The Benefits of the Proposed Settlement?**

YOUR RIGHT AND CHOICES – EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 7

- 7. How Do I Exclude Myself from the Settlement?**
- 8. If I Don’t Exclude Myself, Can I Sue Defendants Later?**

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT.....PAGE 7

- 9. How Do I Tell the Court that I Object to the Proposed Settlement?**
- 10. What’s the Difference Between Objecting and Ecluding?**

YOUR RIGHTS AND CHOICES - APPEARING IN THIS LAWSUIT.....PAGE 8

- 11. Can I Appear and Speak in This Lawsuit About the Proposed Settlement?**
- 12. How Can I Appear in This Lawsuit?**

IF YOU DO NOTHING..... PAGE 9

- 13. What Happens If I Do Nothing at All?**

THE LAWYERS REPRESENTING YOU.....PAGE 9

- 14. Do I have a Lawyer in this Case?**
- 15. Contacting Class Counsel**
- 16. How Will the Lawyers Be Paid?**

THE COURT’S FINAL APPROVAL HEARING.....PAGE 10

- 17. When and Where Will the Court Decide Whether to Approve the Settlement?**
- 18. Do I Have to Come to the Hearing?**

FINAL SETTLEMENT APPROVAL.....PAGE 11

- 19. What is the Effect of Final Settlement Approval?**

GETTING MORE INFORMATION.....PAGE 11

- 20. Are There More Details About the Settlement?**

BASIC INFORMATION

1. Why did I Receive this Notice?

If you are a United States citizen who played one or more of the MobilityWare gaming apps listed on page 1 of this Notice at any time between July 17, 2015 and [the date preliminary approval is granted] (the “Class”), then you have a right to know about a proposed settlement (“Settlement”) in this class action lawsuit and your options in relation thereto, before the Court decides whether to give its final approval of the settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, and what benefits are available. The Court overseeing the case is the Superior Court of the State of California, County of Los Angeles, and the case is known as *Komins v. Yonamine, et al.*, Case No. 19STCV24865. Rona Komins, the person who sued, is called the Plaintiff, and the company and individuals she sued, MobilityWare, LLC, Dave Yonamine, and John Libby, are called the Defendants.

2. What is This Lawsuit About?

The Plaintiff who filed the lawsuit alleges that MobilityWare’s gaming apps collect personal information about the users without consent and track online behavior to sell to third parties and profile for targeted advertising.

Defendants deny the allegations in the lawsuit, and the Court has not made any ruling on the merits of the lawsuit. To avoid the expense of further litigation, the parties have reached a settlement that is further described in this Notice.

3. What Is a Class Action and Who Is Involved?

In a class action lawsuit, one or more people, called Class Representatives (in this case Rona Komins) represent the interests of similarly situated people who may have the same claims in common, but have not filed a lawsuit. All of these people are collectively referred to as a class. The persons who filed the lawsuit are called the Plaintiffs. The company or persons they sue are called the Defendants. One court resolves the issues for everyone in the class.

4. Why Is There a Proposed Settlement?

The Court has not decided in favor of either side. Defendants deny all allegations in the lawsuit. Defendants are settling simply to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption to its business. The Plaintiff and her attorneys assert that the proposed Settlement is in the best interests of the Class because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing a lawsuit through trial and any appeals. There would be no guarantee of success for either side if the lawsuit were pursued through trial and any appeals.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT**5. How Do I Know If I Am Part of the Proposed Settlement?**

You are a part of the Settlement Class if you are a United States citizen who played one or more of the following MobilityWare gaming apps on a mobile device at any time between July 17, 2015 and [the date preliminary approval is granted] (the “Class Period”):

- Solitaire
- Tripeaks Solitaire
- Pyramid Solitaire
- FreeCell Solitaire
- Crown Solitaire
- Spider Solitaire
- Spider Go Solitaire
- Castle Solitaire
- Addiction Solitaire
- Mahjong Solitaire
- Yukon Russian Solitaire Game
- Aces Up Solitaire
- Destination Solitaire
- Hearts Card Game
- Puzzle Cats
- Sudoku Simple
- Spades Card Game
- Tropical Treats
- Word Wiz
- Word Warp
- Sunny Shapes
- Word Search
- Tetra Block – Puzzle Game
- Dice Merge Puzzle Master
- Blackjack
- Match & Rescue – Match 3 Game
- Vegas Blvd Slots
- Block Party Bingo
- 52 Card Pick-up
- Excite Bear – Animal Bikers
- Monopoly Solitaire.

You are not a part of the Settlement Class if you are Defendants or Defendants’ officers, directors, employees, agents and affiliates, or the Court and its staff.

If you are still not sure whether you are included in the Settlement Class, you can go to www.MobilityWareClassAction.com to consult additional information.

THE PROPOSED SETTLEMENT BENEFITS

6. What Are The Benefits of the Proposed Settlement?

Defendants have agreed to provide added disclosures relating to the collection and use of personal information by the MobilityWare apps. Defendants have also agreed to implement certain business practices in order to better ensure that children do not have their data collected by the MobilityWare apps.

Specifically, MobilityWare will update each of the MobilityWare Gaming Apps to include a permanent, clear, and conspicuous pop-up notification to be served to app users whose device settings indicate that they are in the United States that cannot be skipped, closed, or bypassed and that: (i) informs app users of MobilityWare’s privacy policy and collection of personal information, and of app users’ ability to opt out of selling of their personal information as applicable based on their regional privacy laws; (ii) informs app users that MobilityWare will delete personal information collected by app users upon request; and (iii) asks users to confirm that they are at least 18 years of age. MobilityWare will not collect, share, or sell personal information from new app users whose device settings indicate that they are in the United States unless and until the app users have (i) scrolled through the entirety of the notification, (ii) confirmed that they have read the notification, and (iii) confirmed that they are at least 18 years of age.

All such injunctive relief modifications are permanent unless prohibited by applicable laws, regulations, and/or Apple, Google, or Amazon app store mandatory standards; provided, however, that MobilityWare is not prevented from asking the Court to modify such injunctive relief on the ground that there has been a change in the applicable laws, regulations, and/or prevailing industry practices such that the injunctive relief is no longer required under federal law or the law of any state in the United States and/or is contrary to Apple, Google, or Amazon app store mandatory standards.

Cy Pres Award

Defendants have agreed to make a \$100,000.00 *cy pres* payment, split equally between the Electronic Frontier Foundation, a non-profit digital rights group that champions user privacy (*see* <https://www.eff.org/about>), and the Electronic Privacy Information Center, a public interest non-profit research and advocacy organization established to “secure the fundamental right to privacy in the digital age for all people...” *See* <https://epic.org/about/>

Attorneys’ Fees and Incentive Award

Defendants have also agreed to pay reasonable attorneys’ fees and costs, and a Class Representative incentive award to the named Plaintiff. Class Counsel may request attorneys’ fees and costs (including the cost of notice) and an incentive award for Plaintiff from the Defendants of no more than \$800,000. As part of this request, Class Counsel will specifically petition the Court for attorneys’ fees in the amount of \$732,100; attorneys’ costs and expenses in the amount of

\$31,400; notice administration costs in the amount of \$29,000; and an incentive award to Plaintiff Rona Komins in the amount of \$7,500. The final amount of attorneys' fees and costs and incentive award will be determined by the Court.

YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE SETTLEMENT

Settlement Class Members will release claims for injunctive relief, but not monetary relief. Released injunctive relief claims do not include any claims from minors who are under the age of 18 as of the Effective Date. The statutes of limitations for individual claims for monetary relief by members of the putative class were tolled as of the date of filing of the Complaint in this action, and the statute of limitations for minors are tolled until the minor turns 18. If you want to preserve the right to sue Defendants for injunctive relief claims that are asserted in the operative complaint, then you must take affirmative steps to opt out of the Settlement.

7. How Do I Exclude Myself From the Settlement?

To exclude yourself from the Settlement Class, you must send a signed written request for exclusion to the Notice Administrator at RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102, not later than [REDACTED].

Your Request for Exclusion must reasonably communicate your election to be excluded from the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865, and must include your name, address, and telephone number. To be valid, all Requests for Exclusion must be timely postmarked by [REDACTED]. The Notice Administrator will accept any Request for Exclusion as valid if the Notice Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded.

Any Settlement Class member whose request to be excluded from the Settlement Class is approved by the Court will not be bound by the Settlement and will have no right to object, appeal, or comment thereon.

8. If I Don't Exclude Myself, Can I Sue Defendants Later?

If you do not properly and timely submit a Request for Exclusion, you waive your right to opt out, you will be deemed to be a member of the Settlement Class, you give up the right to sue Defendants for the injunctive relief claims the Settlement resolves, and you will be bound by the terms of the Settlement Agreement.

The Settlement does not affect your right to seek monetary relief from the Defendants. If you do not opt out, you will still maintain your rights to sue Defendants for monetary relief, as the Settlement does not release monetary claims.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you object to the Settlement or any particular part of it.

9. How Do I Tell the Court That I Object to the Proposed Settlement?

You can ask the Court to deny approval by submitting a written objection to the Notice Administrator. If you are a Class Member, you or an attorney on your behalf may object to the Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval of a Settlement, none of the agreed-upon disclosures or changes to business practices in the Settlement will be required to be implemented, and the lawsuit will continue. If that is what you want to happen, you must object.

Written objections must be sent to the Notice Administrator at RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102, and postmarked on or before [REDACTED]. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. **If you appear through your own attorney, you are responsible for hiring and paying that attorney.**

All written objections and supporting papers should contain information sufficient to identify and contact you (or your attorney, if any), and should reasonably communicate your desire to object to the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865.

If you do not submit a timely written objection, the Court will still hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. The final approval hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. in Department 14 of the Spring Street Courthouse before the Honorable Kenneth R. Freeman.

10. What's The Different Between Objecting and Excluding?

Objecting is explaining to the Court why you do not believe it should approve the Settlement. You can object only if you stay in the Settlement Class.

Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will not be eligible to file an Objection or to appear at the Final Approval Hearing.

YOUR RIGHTS AND CHOICES - APPEARING IN THIS LAWSUIT

11. Can I Appear or Speak in the Lawsuit About the Proposed Settlement?

You may participate and speak for yourself in the lawsuit about the proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you must pay for the lawyer yourself.

12. How Can I Appear in This Lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you may, but are not required to, file a "Notice of Appearance" with the Court. If

a Notice of Appearance is filed, it should list the name, address and telephone number of the attorney, if any, who will appear on your behalf.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court's Final Approval Hearing on the proposed Settlement. If you submit an Objection and would like to speak about the Objection at the Court's Final Approval Hearing, both your Notice of Appearance and your Objection can include that information.

You are not required to file a Notice of Appearance in order to participate in the Final Approval Hearing. In general, the Court will hear from any class member who attends the Final Approval Hearing and asks to speak regarding his or her objection. The final approval hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. in Department 14 of the Spring Street Courthouse before the Honorable Kenneth R. Freeman.

IF YOU DO NOTHING

13. What Happens If I Do Nothing At All?

You do not have to take any action to receive the benefits of the Settlement. If the Settlement is approved by the Court, you will not be able to seek injunctive and other non-monetary equitable relief against Defendants for claims that are asserted in the operative complaint. The Settlement will not affect your right to seek monetary relief from the Defendants.

THE LAWYERS REPRESENTING YOU

14. Do I Have a Lawyer in This Case?

The Court has appointed the Law Offices of Ronald A. Marron, APLC as legal counsel for the Settlement Class. The law firm is called Class Counsel. You will not be charged for these lawyers.

15. Contacting Class Counsel, Defense Counsel, and Notice Administrator

Class Counsel may be contacted as follows:

LAW OFFICES OF RONALD A. MARRON
Ronald A. Marron
ron@consumersadvocates.com
Lilach Halperin
lilach@consumersadvocates.com
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006

Defense Counsel may contacted as follows:

PILLSBURY WINTHROP SHAW PITTMAN LLP
Robert L. Wallan

robert.wallan@pillsburylaw.com
Carolyn S. Toto
carolyn.toto@pillsburylaw.com
725 South Figueroa Street, Suite 3600
Los Angeles, California 90017-5524
Telephone: (213) 488-7100

The Notice Administrator may be contacted as follows:

RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

Toll-free telephone helpline: [To Be Inserted]

16. How Will The Lawyers Be Paid?

Class Counsel has not yet received any payment for prosecuting this lawsuit, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the Settlement, Class Counsel will also make a motion to the Court to approve and award attorneys' fees and a reimbursement of expenses to Class Counsel, costs of notice, and an incentive award to the Plaintiff in a total amount of up to \$800,000. No matter what the Court decides with regard to the requested attorneys' fees, members of the Settlement Class will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the Settlement on behalf of all members of the Settlement Class. You may hire your own lawyer to represent you in this lawsuit if you wish, but it will be at your own expense.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You have the right to attend or speak at the hearing, but do not have to do so.

17. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court overseeing this case will hold a Final Approval Hearing in Department 14 of the Spring Street Courthouse of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 on [redacted] at [redacted] a.m./p.m. to decide whether the Settlement is fair, reasonable, and adequate, as well as to determine the amount of attorneys' fees and costs and incentive fees to award.

The date of the Final Approval Hearing may change without further notice to the Class. Class Members are advised to check the settlement website to confirm that the date has not been changed.

If there are objections, the Court will consider them at the Final Approval Hearing. After the Final Approval Hearing, the Court will decide whether to approve the Settlement and whether to grant

Class Counsel's request for attorneys' fees and expenses and an incentive award to the Plaintiff. We do not know how long it will take the Court to make these decisions.

18. Do I Have to Come to the Hearing?

You are not required to attend the hearing, but you are welcome to attend at your own expense. If you send a written Objection, you do not have to appear in Court to present it. As long as you mailed your written Objection to the Notice Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

FINAL SETTLEMENT APPROVAL

19. What Is The Effect of Final Settlement Approval?

If the Court grants final approval of the Settlement and any appeals have been exhausted, the Released Parties (as defined in the Settlement Agreement), including Defendants, will be released from any and all injunctive or equitable relief claims that are asserted in the operative complaint. The released claims expressly do not include any claims for damages or other monetary relief for any Settlement Class Member.

If the Court does not approve the Settlement, this lawsuit will proceed as if no settlement had been attempted.

GETTING MORE INFORMATION

20. Are There More Details About the Settlement?

This Notice is only intended to provide a summary of the proposed settlement. You may obtain the complete text of the Settlement Agreement at www.MobilityWareClassAction.com, by contacting the Notice Administrator (at the address listed above), by contacting class counsel (see section above, "Contacting Class Counsel"), or by accessing the Court docket in this case through the Los Angeles Superior Court Register of Actions.

By visiting the website located at www.MobilityWareClassAction.com, you will find the Plaintiff's operative Complaint, the Settlement Agreement, Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and other important documents in the case.

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

This Notice is given with the approval and at the direction of the Court.

EXHIBIT B

LEGAL NOTICE

A state court authorized this notice. This is not a solicitation from a lawyer.

If you played one or more of MobilityWare's gaming apps on a mobile device in the United States at any time between July 17, 2015 and [the date preliminary approval is granted], your rights may be affected by a proposed class action settlement.

For More Information, Please Visit www.MobilityWareClassAction.com

WHAT IS THIS CASE ABOUT?

A proposed settlement has been reached in a class action lawsuit. The lawsuit alleges that MobilityWare's gaming apps collect personal information about the users without consent and track online behavior to sell to third parties and profile for targeted advertising. Defendants deny these claims and deny they did anything wrong. The Court has not decided which side was right. Instead, the parties have decided to settle the case.

ARE YOU A CLASS MEMBER?

You are a class member if you are a United States citizen and played one or more of the following MobilityWare gaming apps on a mobile device at any time between July 17, 2015 and [the date preliminary approval is granted]:

- Solitaire
- Tripeaks Solitaire
- Pyramid Solitaire
- FreeCell Solitaire
- Crown Solitaire
- Spider Solitaire
- Spider Go Solitaire
- Castle Solitaire
- Addiction Solitaire
- Mahjong Solitaire
- Yukon Russian Solitaire Game
- Aces Up Solitaire
- Destination Solitaire
- Hearts Card Game
- Puzzle Cats
- Sudoku Simple
- Spades Card Game
- Tropical Treats
- Word Wiz
- Word Warp
- Sunny Shapes
- Word Search
- Tetra Block – Puzzle Game
- Dice Merge Puzzle Master
- Blackjack
- Match & Rescue – Match 3 Game
- Vegas Blvd Slots
- Block Party Bingo
- 52 Card Pick-up
- Excite Bear – Animal Bikers
- Monopoly Solitaire.

You should read the entire Notice carefully because your legal rights may be affected.

WHAT DOES THIS SETTLEMENT PROVIDE?

Defendants have agreed to provide added disclosures relating to the collection and use of personal information by the MobilityWare apps. Defendants have also agreed to implement certain business practices in order to better ensure that children do not have any of their data collected by the MobilityWare apps.

Specifically, MobilityWare will update each of the MobilityWare Gaming Apps to include a permanent, clear, and conspicuous pop-up notification to be served to app users whose device settings indicate that they are in the United States that cannot be skipped, closed, or bypassed and that: (i) informs app users of MobilityWare's privacy policy and collection of personal information, and of app users' ability to opt out of selling of their personal information as applicable based on their regional privacy laws; (ii) informs app users that MobilityWare will delete personal information collected by app users upon request; and (iii) asks users to confirm that they are at least 18 years of age. MobilityWare will not collect, share, or sell personal information from new app users whose device settings indicate that they are in the United States unless and until the app users have (i) scrolled through the entirety of the notification, (ii) confirmed that they have read the notification, and (iii) confirmed that they are at least 18 years of age.

MobilityWare has also agreed to make a \$100,000.00 *cy pres* payment, split equally between the Electronic Frontier Foundation, a non-profit digital rights group that champions user privacy (see <https://www.eff.org/about>), and the Electronic Privacy Information Center, a public interest non-profit research and advocacy organization established to "secure the fundamental right to privacy in the digital age for all people..." See <https://epic.org/about/> .

The complete Settlement Agreement is found at www.MobilityWareClassAction.com.

WHAT HAPPENS NOW?

The Court will hold a hearing in this case on _____ at _____ a.m./p.m. in Department 14 of the Spring Street Courthouse of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA, to consider

WWW.MOBILITYWARECLASSACTION.COM

DO NOT CALL DEFENDANTS OR THE COURT

LEGAL NOTICE

A state court authorized this notice. This is not a solicitation from a lawyer.

final approval of the Settlement, payment of attorneys' fees of up to \$800,000 inclusive of costs and inclusive of an incentive award of up to \$7,500 for the Class Representative in the lawsuit, and related issues. The motion(s) by Class Counsel for attorneys' fees, costs, and incentive award for the Class Representative will be available for viewing on the settlement website after they are filed. You may appear at the hearing in person or through your attorney at your own cost, but you are not required to do so.

WHAT ARE YOUR OPTIONS?

<p>Do Nothing</p>	<p>If you do nothing, then you will automatically receive benefits under this Settlement in the form of a <i>cy pres</i> award to the Electronic Frontier Foundation and the Electronic Privacy Information Center, and Defendants' added disclosures and changes to certain business practices. You will also give up your right to sue Defendants and certain related entities and individuals regarding any claims for injunctive relief that are part of the Settlement. You will not give up any claims for monetary damages.</p>
<p>Exclude Yourself from the Settlement Class by _____.</p>	<p>If you are a Class Member, you may ask to be excluded from the Settlement Class. If you ask to be excluded, you will not be bound by what the Court does in this case, and will keep any right you might have to sue Defendants separately about the legal claims in this lawsuit. Requests for Exclusion must be sent to the Notice Administrator at RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102, and postmarked no</p>

	<p>later than _____.</p>
<p>Object or Comment in Writing by _____</p>	<p>If you are a Class Member, you may write to Notice Administrator about why you object to the Settlement. Written objections must be sent to the Notice Administrator at RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102, and postmarked no later than _____. If you do not submit a written objection, you may appear at the final approval hearing in Department 14 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 and request to speak regarding your objection.</p>
<p>Appear in the lawsuit by and Attend a Hearing on _____ at _____ a.m./p.m. in Department 14 of the Spring Street Courthouse</p>	<p>If you are a Class Member, you may ask to speak in Court about the fairness of the Settlement at the Final Approval Hearing. You may enter your appearance in Court either pro se or through an attorney at your own expense if you so desire.</p>

Your rights and options – and the deadlines to exercise them – are only summarized in this notice. The Detailed Notice describes, in full, how to object to or opt out of the Settlement and provides other important information. For more information and to obtain a Detailed Notice, and the complete text of the Settlement Agreement, visit www.MobilityWareClassAction.com or contact the Notice Administrator at [Toll-Free-Hotline]. You may also contact class counsel at 619-696-9006 or 651 Arroyo Drive, San Diego, California 92103, or access the Court docket in this case through the Los Angeles Superior Court Register of Actions.

EXHIBIT C

1 **LAW OFFICES OF RONALD A. MARRON**

2 RONALD A. MARRON (SBN 175650)

3 *ron@consumersadvocates.com*

4 LILACH HALPERIN (SBN 323202)

5 *lilach@consumersadvocates.com*

6 651 Arroyo Drive

7 San Diego, California 92103

8 Telephone: (619) 696-9006

9 Facsimile: (619) 564-6665

10 ***Attorneys for Plaintiff and the Proposed Class***

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13
14 RONA KOMINS, on behalf of herself, her
15 children, B.K. and M.K, and all others similarly
16 situated,

17 **Plaintiff,**

18 v.

19 DAVE YONAMINE, JOHN LIBBY,
20 MOBILITYWARE, LLC; DOES 1-100,
21 inclusive, and ROES Software Development Kit
22 Business Entities 1-100, inclusive,

23 **Defendants.**

) Case No. 19STCV24865

) **CLASS ACTION**

) **DECLARATION OF WILLIAM W.
WICKERSHAM OF RG/2 CLAIMS
ADMINISTRATION REGARDING
THE PROPOSED NOTICE PLAN**

) Date: July 7, 2022

) Time: 11:00 a.m.

) Ctrm: Dept. 14

) Judge: Hon. Kenneth R. Freeman

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DECLARATION OF WILLIAM W. WICKERSHAM
WITH RESPECT TO NOTICE PLAN

I, William W. Wickersham, declare as follows:

1. I am over 21 years of age and am not a party to this action. This declaration is based on my personal knowledge, information provided by the staff of RG/2 Claims Administration, LLC (“RG/2”), and information provided by RG/2’s media partners. If called as a witness, I could and would testify competently to the facts stated herein.

2. I am Vice President of Business Development and Client Relations at RG/2, which has been retained as the Settlement Administrator responsible for administering the Notice Plan (“Notice Plan”) for the above-captioned action. RG/2 is a nationally-recognized leader in class action settlement administration that has provided claims administration services and notice plans for class actions involving consumer rights, securities, product liability, fraud, property, employment, and discrimination. I have experience in all areas of class action settlement notification planning, including print publication notice, and digital publication notice.

3. A true and correct copy of RG/2’s firm background and capabilities is attached hereto as Exhibit 1.

4. I designed the Notice Plan for the settlement in the above-captioned action (“Settlement”) in concert with RG/2’s media partner, Élan Legal Media (“Élan”). I am responsible for directing RG/2’s execution of the Notice Plan.

5. This Declaration describes (a) the methodology used to create the proposed Notice Plan; (b) the social media notice plan; (c) the web-based notice targeted using keyword search terms; (d) the Settlement Website; and (e) the toll-free helpline.

METHODOLOGY

6. Working with our media partner, Élan, RG/2 designed a Notice Plan that utilizes web-based social media, display and paid search placements to reach potential Class Members in the Settlement. In formulating the Notice Plan, we took account of the powerful data showing that individuals now spend significant amounts of time seeking and consuming information from digital sources on the Internet, and we will employ sophisticated methods of reaching and exposing

1 Class Members to the Notice that are available to marketers in the digital, online sphere.

2 7. The proposed Notice Plan uses methods that have been and are currently used by the
3 nation's largest digital marketing, advertising, and media departments to target and place billions
4 of dollars in advertising. These methods include the sophisticated targeting capabilities of digital
5 marketing technologies to meet and reach Class Members through various social media platforms
6 and through Google Search Engine Marketing.

7 **PROPOSED NOTICE PLAN**

8 8. The objective of the proposed Notice Plan is to provide notice of the proposed
9 Settlement to members of the Proposed Settlement Class ("Class Members" or "Class"). The
10 Settlement seeks only injunctive, non-monetary relief, for which notice is not required, but which
11 the parties have agreed to, and that the Court may order at its discretion. It is my professional
12 opinion that it is best practices to notify class members even in the injunctive-relief context, and
13 that the proposed Notice Plan detailed below exceeds any applicable due process requirements.
14 Specifically, the Notice Plan includes social media notice to publicize the Settlement, combined
15 with a dedicated settlement website where class members can learn about their rights and options
16 pursuant to the terms of the Settlement.

17 9. I understand that the Settlement Class consists of all persons who played any of the
18 following MobilityWare Gaming Apps on a mobile device in the United States at any time between
19 July 17, 2015 and until the date preliminary approval is granted:

- 20
- 21 • Solitaire,
 - 22 • Tripeaks Solitaire,
 - 23 • Pyramid Solitaire,
 - 24 • FreeCell Solitaire,
 - 25 • Crown Solitaire,
 - 26 • Spider Solitaire,
 - 27 • Spider Go Solitaire,
 - 28 • Castle Solitaire,
 - Addiction Solitaire,
 - Mahjong Solitaire,
 - Yukon Russian Solitaire Game,
 - Aces Up Solitaire,
 - Destination Solitaire,

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- Hearts Card Game,
- Puzzle Cats,
- Sudoku Simple,
- Spades Card Game,
- Tropical Treats,
- Word Wiz,
- Word Warp,
- Sunny Shapes,
- Word Search,
- Tetra Block – Puzzle Game,
- Dice Merge Puzzle Master,
- Blackjack,
- Match & Rescue – Match 3 Game,
- Vegas Blvd Slots,
- Block Party Bingo,
- 52 Card Pick-up,
- Excite Bear – Animal Bikers, and
- Monopoly Solitaire.

10. We have designed a Notice Plan to reach Settlement Class Members that includes five elements:

- (a) Digital media notice using banner ads placed on the Google Display network;
- (b) Social media notice using paid banner ads on Facebook and Instagram social media platforms;
- (c) Paid search notice ads placed on the Google and Bing search engine to appear in response to targeted search terms;
- (d) A dedicated, informational website through which Class Members can obtain more detailed information about the Settlement, access the Long-Form Notice and important case documents; and
- (e) A toll-free telephone helpline by which Class Members can obtain additional information about the Settlement.

11. The digital publication notice components of the Notice Plan constitute a multi-channel, digital campaign designed to obtain millions of individual notice impressions directed to the target audience. Coverage and exposure will be further increased by the publication of the Settlement Website and the toll-free helpline described below.

1 12. At the conclusion of the notice campaign, RG/2 will provide a final report verifying
2 implementation of the Notice campaign and provide the final notice impression delivery results.

3 **DIGITAL AND SOCIAL MEDIA NOTICE**

4 13. The proposed Notice Plan includes a social media component, which will consist of
5 placing banner ads on the Google Display Network in a manner to reach class members. These
6 banner ads will be placed on the Google Display Network targeting adults over 18 years old who
7 are parents and are interested in mobile gaming. This component of the Notice Plan will serve
8 millions of banner ad impressions.

9 14. The proposed Notice Plan also includes banner ads appearing to users of the Facebook
10 and Instagram social media networks. These banner ads will appear on the social media platforms
11 for adults over the age of 18 who are interested in the various mobile games offered by Defendant
12 MobilityWare, LLC. This component of the Notice Plan will also serve millions of banner ad
13 impressions.

14 15. A true and correct sample of the banner ads that will be placed is attached hereto as
15 Exhibit 2.

16 **USING KEYWORD SEARCH TERMS**

17 16. The proposed Notice Plan will also include notice banner ads targeted to display in
18 response to the entry of specific keywords associated on the Google and Bing search engines. All
19 keyword search notice advertisements will link to the Settlement website.

20 **SETTLEMENT WEBSITE**

21 17. Prior to the launch of the web-based media campaign, RG/2 will design and implement
22 a Settlement Website based upon the contents of the Court-approved Long-Form Notice. This
23 Settlement website will be hosted at www.MobilityWareClassAction.com, or another appropriate
24 website domain name to be approved by the Parties.

25 18. RG/2 will work with the Parties to finalize the content for the Settlement website. The
26 Settlement Website will provide Class Members with general information about the Settlement,
27 answers to frequently asked questions, important dates and deadline information, a summary of
28 Settlement benefits, a means by which to download copies of certain Settlement documents

1 (including the Long-Form Notice and Settlement Agreement), and contact information for the
2 Settlement Administrator. The website will have a user-friendly design that makes it easy for class
3 members to find information about the Settlement.

4 **TOLL-FREE HELPLINE**

5 19. Prior to the launch of the notice campaign, RG/2 will establish a toll-free Settlement
6 helpline to assist potential Class Members and any other persons seeking information about the
7 Settlement. The helpline will be staffed by live operators during normal business hour and callers
8 will also have the option to leave a message in order to speak with the Settlement Administrator if
9 a live operator is not available.

10 20. RG/2 will work with Counsel to finalize responses to the FAQs based upon the Court-
11 approved Long-Form Notice in order to provide accurate answers to anticipated questions about
12 the Settlement.

13 **MEDIA NOTICE PLAN SUMMARY**

14 21. The digital publication notice components of the Media Notice Plan constitute a multi-
15 channel, digital campaign designed to obtain millions of individual notice impressions directed to
16 the target audience through the Google Display Network, social media and paid online search
17 notice advertisements. Coverage and exposure will be further increased by the Settlement Website
18 and the toll-free helpline.

19 22. It is my opinion that the proposed Notice Plan, that is targeted using methods
20 universally employed in the advertising industry, at persons that match characteristics of the
21 proposed Settlement Class Members, provides notice consistent with other injunctive relief class
22 action settlements.

23 23. The costs to provide notice of the settlement and administer the notice plan totals
24 approximately \$29,000.

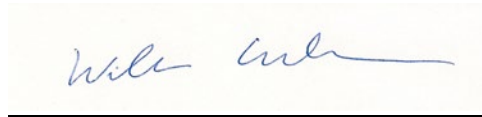
25 **EXHIBITS**

26 24. Attached hereto are true and correct copies of the following exhibits:

- 27 Exhibit 1: Background information on RG/2 Administration
28 Exhibit 2: Sample Digital Media Notice Ads

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and was executed in New York, NY on February 18, 2022.



William W. Wickersham
RG/2 Administration, LLC

EXHIBIT 1



SETTING A NEW STANDARD IN CLASS ACTION CLAIMS ADMINISTRATION

PHILADELPHIA • NEW YORK • ATLANTA • SAN DIEGO • SAN FRANCISCO

TABLE OF CONTENTS

4 Class Action Experience

5 Cutting-Edge Technology and Skilled Resources

6 Experienced Professionals

9 Full Life-Cycle Support for Your Class Action

10 Range of Services

Class Action Experience

High-Quality Service at Competitive Rates

RG/2 Claims seasoned professionals utilize their vast class action experience, tax and financial management resources to deliver high-quality service at competitive rates.

RG/2 Claims is a boutique class action claims administration firm with a nationwide presence founded by seasoned class action practitioners and highly credentialed tax professionals. Our leadership team has a collective 100 years' experience working in the field of class action litigation and settlement administration to leverage for the benefit of counsel. Our team of driven class action attorneys, *highly credentialed CPAs and forensic accountants* approach each matter with a personal goal to shepherd the settlement through the process from settlement negotiations through final approval. Our personal attention and care ensures that the administration is handled in a seamless matter that allows counsel to proceed with the knowledge and confidence that their settlement will receive the attention and care that they demand. In addition, our operations and IT personnel bring individualized innovations to each engagement, driving the notice and settlement administration to conclusion. We have the experience to handle large settlements with the personal attention and care expected from a boutique firm.

RG/2 Claims recognizes that cutting-edge technology is the key to efficient and reliable claim processing. Our IT Group, including an experienced web design team, enables RG/2 Claims to employ technologies used to enhance accuracy, efficiency and interaction of all participants in the claims process. Our approach focuses on analysis of case needs, development of solutions to maximize resources and reduce costs through accurate and efficient data collection and entry, and ongoing maintenance and support. Throughout the entire claims process, our goal is to (1) optimize completeness, accuracy and efficiency of the data management system, including online integration; (2) validate critical fields and data; and (3) track opt-outs and claimant responses. RG/2 Claims' proprietary database application provides a *single source for managing the entire claims administration process and expediting decision making and resource management*. From the initial mailing through distribution of settlement funds and reconciliation of distributed payments, RG/2 Claims' CLEVerPay® system centralizes data, facilitating information sharing and efficient communication.



Cutting-Edge Technology and Skilled Resources

The CLEVerPay® System: A proprietary and revolutionary application developed exclusively by RG/2 Claims.

At RG/2 Claims, we developed a proprietary and customizable database with the goal of providing single-source management throughout the claims administration process, expediting decision making and resource management.

From the initial mailing through distribution of settlement funds and reconciliation of payments, RG/2 Claims' CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions.

Our CLEVerPay® system is a robust and user-friendly resource that can be easily customized to meet your administration and distribution needs. We recognize how essential it is for data to be clean, centralized and readily accessible. RG/2 Claims' CLEVerPay® system has the capacity to assimilate and analyze large amounts of raw data from multiple inputs, to convert that raw data into useful information and to distribute the useful information in a variety of formats.

The integration of these elements results in timely and accurate distribution of secure payments generated from RG/2 Claims' single-source CLEVerPay® system.

For more information, please visit our website to download our CLEVerPay® System Datasheet at: <http://www.rg2claims.com/pdf/cleverPayDatasheet.pdf>.

Experienced Professionals Always There When You Need Us

RG/2 Claims principals have hands-on experience in both class action practice and settlement administration. Our combined access to resources and institutions allows us to deliver superior value-added service in all aspects of settlement administration.



GRANT RAWDIN, Esq., CFP®, CEO and co-founder, is an attorney, an accountant and a Certified Financial Planner™ practitioner. *Worth* magazine named him one of the “Best Financial Advisors in America.” Mr. Rawdin’s professional background includes more than 25 years of legal and accounting experience focused in tax, business, investment analysis, legal claims and class action settlement administration. Mr. Rawdin has a juris doctor degree from Temple University Beasley School of Law and a B.A. in English from Temple University, and he is admitted to practice law in Pennsylvania and New Jersey.

rawdin@rg2claims.com



MICHAEL A. GILLEN, CPA, CFE, CFF, President and co-founder, has more than 25 years of experience in many facets of litigation consulting services, with particular emphasis on criminal and civil controversies, damage measurement, fraud and embezzlement detection, forensic and investigative accounting, legal claims and class action settlement administration and taxation. He assists numerous attorneys and law firms in a variety of litigation matters. Mr. Gillen graduated from La Salle University with a B.S. in Accounting.

mikegillen@rg2claims.com



MICHAEL J. LEE, CFA, COO, the chief architect of our proprietary CLEVerPay® system is a Chartered Financial Analyst with extensive experience in litigation consulting services, including damage assessment, measurement, evaluation, legal claims and class action settlement administration. Additionally, Mr. Lee has about a decade of experience in the financial services industry, with particular emphasis on securities valuation, securities research and analysis, investment management policies and procedures, compliance investigations and portfolio management in global equity markets. Mr. Lee has a B.S. in Business Administration with a dual major in Finance and Management from La Salle University and an M.B.A. in Finance from the NYU Stern School of Business.

mlee@rg2claims.com



MELISSA BALDWIN, Director of Claims Administration—Employment and Consumer, has over 18 years of experience in the administration of class action matters, with focuses on project management, client communication, notice coordination, claims processing and auditing, and distribution in the class action practice areas of antitrust, consumer and labor and employment. As Notice and Correspondence Coordinator, Ms. Baldwin assisted in the administration of an antitrust matter involving nine defendant banks, which included over 47 million class members and the subsequent distribution of the \$330 million Settlement Fund to the valid class members. Ms. Baldwin has a B.S. in Business Administration from Drexel University.

mbaldwin@rg2claims.com



TINA M. CHIANGO, Director of Claims Administration—Securities and Antitrust, has over 20 years of experience in the administration of class action matters. Ms. Chiango focuses on project management; this includes establishing procedures and case workflow, client communications, notice coordination, overseeing the processing and auditing of claims, distribution to the class and preparing reports and filings for the court. Over the last 20 years, Ms. Chiango has worked on a broad spectrum of class action settlements including securities, antitrust, consumer and mass tort, among others. Ms. Chiango has a B.S. in Business Administration with a major in Accounting from Drexel University.

tchiango@rg2claims.com



WILLIAM W. WICKERSHAM, Esq., Senior Vice President, Business Development and Client Relations, focuses his practice on assisting clients in navigation of the claims administration process from pre-settlement consultation through disbursement in all class action practice areas, including, but not limited to, antitrust, consumer, labor and employment, and securities. As a seasoned director of client relations, he advises counsel on settlement administration plans and manages many large and complex class action settlements. Mr. Wickersham has also appeared in federal court on several occasions to successfully support counsel in the settlement approval process including complex securities, environmental and wage and hour matters. As a former securities class action attorney, he brings over a decade's worth of experience in the class action bar as a litigator and as a claims administrator. As a litigator, Mr. Wickersham was involved in several high profile litigations which resulted in recoveries for investors totaling over \$2.5 billion. Mr. Wickersham has a juris doctor degree from Fordham University School of Law, a B.A. from Skidmore College and is admitted to practice law in New York.

wwwickersham@rg2claims.com



CHRISTOPHER J. TUCCI, Esq., Vice President, Business Development and Client Relations, focuses on guiding clients through the class action claims administration process from pre-settlement consultation to innovative notice campaigns, to quality and cost-effective administration, to the ultimate distribution of funds. He advises clients on the administrative solutions for consumer, employment, securities, and antitrust class action. Mr. Tucci is recognized as an expert in the financial services legal community and is a sought after national speaker on litigation management, financial services laws, data security breaches, corporate investigations, and in-house counsel best practices. As a former senior in-house litigator for nearly two decades, he has extensive experience managing litigation for global financial services corporations, including dozens of securities, wage & hour, and consumer class actions matters. Mr. Tucci brings a unique perspective to class action matters with his deep practical experience in the management of litigation including selecting and managing outside counsel, handling internal investigations, communicating with state and federal regulators, and managing litigation from inception through settlement or dismissal. Mr. Tucci has a juris doctor degree from Widener University School of Law, a B.A. from the University of Delaware, and is admitted to practice in Pennsylvania and New Jersey.

ctucci@rg2claims.com

Locations



PHILADELPHIA

30 South 17th Street • Philadelphia, PA 19103-4196
P 215.979.1620 • F 215.979.1695

NEW YORK

1540 Broadway • New York, NY 10036-4086
P 212.471.4777 • F 212.692.1020

ATLANTA

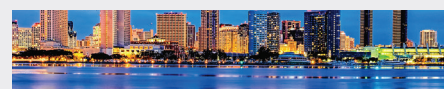
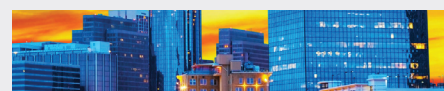
1075 Peachtree Street NE, Suite 2000 • Atlanta, GA 30309-3929
P 404.253.6904 • F 404.253.6905

SAN DIEGO

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Whether engaged as a court-appointed settlement administrator, claims agent or disbursing agent, RG/2 Claims offers a complete range of claims, settlement administration and investment management services, including but not limited to:

PROFESSIONAL CASE MANAGEMENT CONSULTING

RG/2 Claims provides custom pre-settlement consultation and highly personalized attention throughout the life cycle of settlement administration. Each retention begins with an in-depth consultation concerning the specific needs of the case. Our professionals routinely and proactively identify administrative concerns and identify and propose solutions that avoid delay and remove unpredictability from the equation. We work through a coordinated approach involving a core of specialists that are intimately familiar with the case entrusted to our care. Our retentions result in effective and efficient solutions and greater peace of mind for busy lawyers.

NOTIFICATION PLANNING AND CAMPAIGNS

Whether routine or innovative, RG/2 Claims designs cost-effective and thorough notification plans that will suit your budget whether the settlement is national in scope or highly localized. RG/2 Claims guides you through the array of notice publication options at your disposal in a variety of media formats.

WEBSITE DESIGN

RG/2 Claims can assist in the design and hosting of a website specific to the client's needs to allow for document posting, as well as pertinent information and deadlines about the case. RG/2 Claims can also provide various options for claims filing, which includes an online portal that allows claimants to submit their claims and supporting documentation through the website.

CLAIMS PROCESSING

RG/2 Claims utilizes a proprietary and customizable database that provides a single-source management tool throughout the claims administration process, expediting decision making and resource management. RG/2 Claims' proprietary and sophisticated CLEVerPay® system centralizes the entire process while providing information sharing and communications solutions, from the initial mailing through distribution of settlement funds and reconciliation of payments.

DISTRIBUTION AND TAX SERVICES

RG/2 Claims' in-house tax, accounting and financial services professionals provide disbursement services, including management of checking, sweep, escrow and related cash accounts, as well as non-cash assets, such as credits, gift cards, warrants and stock certificates. RG/2 Claims' in-house CPAs provide a broad array of accounting services, including securing private letter rulings from the IRS regarding the tax reporting consequences of settlement payments, the preparation of settlement fund tax returns and the preparation and issuance of IRS Forms 1099 and W-2.

Range of Services

Offering Unparalleled Value

RG/2 offers a range of quality value-added services for your class action administration.

SECURITIES

RG/2 Claims' highly experienced team uses its various resources to locate beneficial holders of securities, including working with the Depository Trust Company and a proprietary list of nominee firms to identify and mail notices to the class. With RG/2 Claims' CLEVerPay system, claims are processed efficiently and accurately using our proprietary damage grid that calculates class member damages in accordance with a broad array of complex plans of allocation. Claims are automatically flagged through a validation process so RG/2 Claims can communicate with class members concerning their claims and can assist them in filing claims that are complete and properly documented. Once ready for distribution, RG/2 Claims conducts an audit of the claims to insure against calculation errors and possible fraudulent claims. Once the audit is completed, RG/2 Claims calculates distribution amounts for eligible class members in accordance with the plan of allocation and issues checks and any applicable tax documents. RG/2 Claims is also often called upon to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

ANTITRUST

Because of the high-dollar settlements involved in most antitrust cases and potential large recoveries on behalf of class members, RG/2 Claims understands the importance of accuracy and attention to detail for these cases. RG/2 Claims works with counsel to arrive at the best possible plan to provide notice to the class. With RG/2 Claims' CLEVerPay system, claims filed with a large volume of data, which is common in an antitrust case, can be quickly and easily uploaded into our database for proper auditing. Our highly-trained staff consults with counsel to apply an audit plan to process claims in an efficient manner while ensuring that all claims meet class guidelines. Once ready for distribution, RG/2 Claims calculates check amounts for eligible class members in accordance with the plan of allocation and will issue checks (including wire transfers for large distributions) as well as any necessary tax documents. RG/2 Claims is also available to act as the Escrow Agent for the Settlement Fund, investing the funds and filing all required tax returns.

EMPLOYMENT

With an experienced team of attorneys, CPAs, damage experts and settlement administrators, RG/2 Claims handles all aspects of complex employment settlements, including collective actions, FLSA, gender discrimination, wage-and-hour and, in particular, California state court class and PAGA settlements. RG/2 Claims utilizes technological solutions to securely receive and store class data, parse data for applicable employment information, personalize consents forms or claim forms, collect consents or claims electronically, calculate settlement amounts and make payments through our proprietary CLEVerPay system. Our proprietary database also allows for up-to-the-minute statistical reporting for returned mail, consents or claims received and exclusions submitted. Our CPAs concentrate on withholding and payroll issues and IRC section 468(B) compliance and reporting. Customizable case-specific websites allow for online notification and claims filing capabilities. With Spanish/English bilingual call center representatives on-staff, class members are provided immediate attention to their needs.

CONSUMER

RG/2 Claims handles a wide range of complex consumer matters with notice dissemination to millions of class members and with settlements involving cash, coupons, credits and gift cards. Our experienced claims administrators are available to provide guidance on media, notice and distribution plans that are compliant with the Class Action Fairness Act and the state federal rules governing notice, and that are most beneficial to the class. Our proprietary CLEVerPay system provides a secure and efficient way to track class member data, claims and payments. Integrated with our database, we can provide a user-friendly claims filing portal that will allow class members to complete a static claim form or log-in using user-specific credentials to view and submit a claim personalized just for that user. A similar online portal can be provided as a highly cost-effective method for distribution where the class member can log in to obtain coupons, vouchers or credits as their settlement award.

Effective administration requires proactive planning and precise execution. Before we undertake any matter, we work with you to develop a specific plan for the administration of your case. The service plan is comprehensive, complete and tailored to your specific needs.

RG/2 CLAIMS PROVIDES THE SERVICES SUMMARIZED BELOW:

- Technical consultation during formulation of settlement agreement, including data collection criteria and tax consequences
- Design and development of notice and administration plan, including claim form design and layout
- Claim form and notice printing and mailing services
- Dedicated claimant email address with monitoring and reply service
- Calculation and allocation of class member payments
- Claim form follow-up, including issuing notices to deficient and rejected claims
- Mail forwarding
- Claimant locator services
- Live phone support for claimant inquiries and requests
- Claim form processing
- Claim form review and audit
- Check printing and issuance
- Design and hosting of website access portals
- Online claim receipt confirmation portal
- Ongoing technical consultation throughout the life cycle of the case
- Check and claim form replacement upon request

WE ALSO PROVIDE THE FOLLOWING OPTIONAL SERVICES:

- Periodic status reporting
- Customized rapid reporting on demand
- Issue reminder postcards
- Consultation on damage analyses, calculation and valuation
- Interpretation of raw data to conform to plan of allocation
- Issue claim receipt notification postcards
- Online portal to provide claims forms, status and contact information
- Dedicated toll-free claimant assistance line
- Evaluation and determination of claimant disputes
- Opt-out/Objection processing
- Notice translation
- Integrated notice campaigns, including broadcast, print and e-campaigns
- Pre-paid claim return mail envelope service
- Web-based claim filing
- 24/7 call center support
- Damage measurement and development of an equitable plan of allocation

WE ALSO PROVIDE CALCULATION AND WITHHOLDING OF ALL REQUIRED FEDERAL AND STATE TAX PAYMENTS, INCLUDING:

- Individual class member payments
- Qualified Settlement Fund (QSF) tax filings
- Employment tax filings and remittance
- Generation and issuance of W-2s and 1099s
- Integrated reporting and remittance services, as well as client-friendly data reports for self-filing

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FOR MORE INFORMATION, PLEASE CONTACT:

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Senior Vice President
Business Development and Client Relations
Phone: 917.531.8241
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EXHIBIT 2

Mobilityware

Creative Mockups

Creative Examples for the Mobilityware Class Action

Creative Specs

Facebook / Instagram

- 1080 x 1080
- 1080 x 1920

Google Display Network

- 468 x 60
- 728 x 90
- 300 x 250
- 120 x 600
- 160 x 600

Unbranded Creative Example

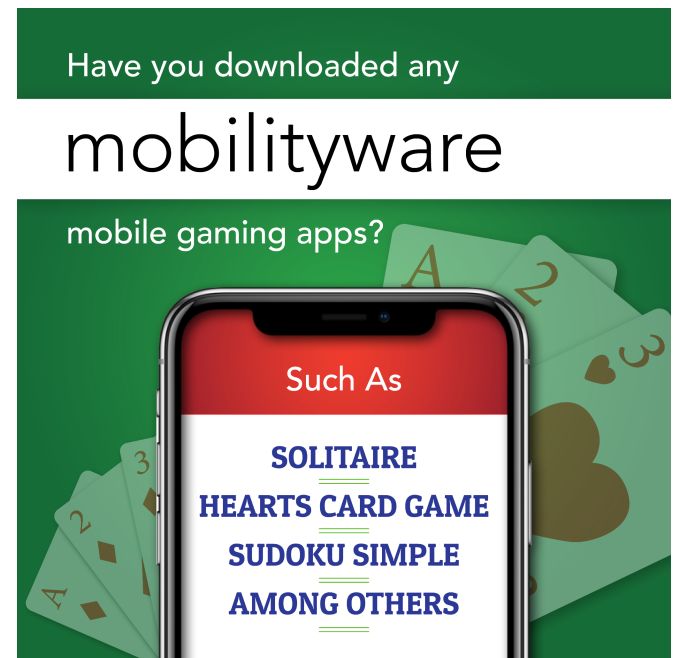


EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RONA KOMINS, on behalf of herself, her
children, B.K. and M.K, and all others similarly
situated,

Plaintiff,

v.

DAVE YONAMINE, JOHN LIBBY,
MOBILITYWARE, LLC; DOES 1-100,
inclusive, and ROES Software Development Kit
Business Entities 1-100, inclusive,

Defendants.

) Case No. 19STCV24865

) **CLASS ACTION**

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF'S UNOPPOSED MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

) Date:
) Time: 10:00 a.m.
) Dept.: 14, Spring Street Courthouse
) Judge: Hon. Kenneth R. Freeman

Plaintiff Rona Komins (“Plaintiff”), on behalf of herself, her children, B.K. and M.K, and the settlement class that she purports to represent, moves this Court for preliminary approval of the proposed settlement in the above-captioned action. This Court has reviewed and considered Plaintiff’s Motion for Preliminary Approval and supporting materials. Now, having fully considered the record and the requirements of law, this Court orders that the Motion for Preliminary Approval is **GRANTED** as set forth below.

IT IS THIS ____ DAY OF _____, ____ ORDERED that the settlement (including all terms of the Settlement Agreement and exhibits thereto) is hereby **PRELIMINARILY APPROVED**. The Court further preliminarily finds and orders as follows:

1. The Court finds that the Settlement Agreement is the product of arms-length negotiation conducted by experienced legal counsel after extensive discovery and settlement negotiations, including a full-day mediation conducted by the Honorable Jay C. Gandhi (Ret.) of JAMS. The Settlement Agreement is not the result of collusion.

2. The Court finds that the proceedings that occurred before the Parties reached the Settlement Agreement gave counsel and the Parties an opportunity to adequately assess the strengths and weaknesses of their respective positions in this case, and, therefore, to structure the settlement in a way that adequately accounts for those strengths and weaknesses.

3. The Court finds that, subject to the Final Approval hearing, the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court further finds that the settlement falls well within the range of reasonableness and has no obvious deficiencies.

4. Because the settlement meets the standards for preliminary approval, the Court preliminarily approves all terms of the settlement, including the Settlement Agreement and all of its exhibits.

5. The Court finds that the requirements of Cal. Code Civ. P. § 382 have been satisfied. The Court hereby certifies, for settlement purposes only, a Settlement Class of all United States citizens who played one or more of the following MobilityWare Gaming Apps on a mobile device at any time between July 17, 2015 and [the date preliminary approval is granted], excluding

Defendants and Defendants’ officers, directors, employees, agents and affiliates, and the Court and its staff:

- Solitaire
- Tripeaks Solitaire
- Pyramid Solitaire
- FreeCell Solitaire
- Crown Solitaire
- Spider Solitaire
- Spider Go Solitaire
- Castle Solitaire
- Addiction Solitaire
- Mahjong Solitaire
- Yukon Russian Solitaire Game
- Aces Up Solitaire
- Destination Solitaire
- Hearts Card Game
- Puzzle Cats
- Sudoku Simple
- Spades Card Game
- Tropical Treats
- Word Wiz
- Word Warp
- Sunny Shapes
- Word Search
- Tetra Block – Puzzle Game
- Dice Merge Puzzle Master
- Blackjack
- Match & Rescue – Match 3 Game
- Vegas Blvd Slots
- Block Party Bingo
- 52 Card Pick-up
- Excite Bear – Animal Bikers
- Monopoly Solitaire.

6. The Court appoints Plaintiff Rona Komins as Class Representative and appoints the Law Offices of Ronald A. Marron as Class Counsel.

7. The Court preliminarily approves the *cy pres* award of \$100,000.00, split equally between the Electronic Frontier Foundation and the Electronic Privacy Information Center. The Court finds that the *cy pres* remedy accounts for the nature of Plaintiff’s lawsuit, the objectives of the underlying statutes, and the interests of the Settlement Class members.

8. The Court has reviewed the content of the Parties' proposed Notice Plan and the long-form and summary notices and finds that they satisfy the requirements of California law and the Due Process Clause of the United States Constitution. Accordingly, the Court approves the notices.

9. The Court further approves the methods for giving notice of the settlement to the members of the Class, as reflected in the Settlement Agreement and proposed in Plaintiff's Motion for Preliminary Approval. The Court also approves payment of the costs of notice as provided for in the Settlement Agreement. The Court finds that the notice procedures, carried out with reasonable diligence, will satisfy the requirements of the California Code of Civil Procedure and due process of law, are the best practicable notice under the circumstances, and are reasonably calculated to apprise Settlement Class members of the pendency of the Litigation and their right to object to the Settlement.

10. The Court further approves the appointment of RG/2 Claims Administration or an equivalent notice administrator identified by the Parties to administer and oversee the Notice Plan.

11. The Court directs that a hearing will be held on [REDACTED], 2024, to consider final approval of the settlement (the "Final Approval Hearing"), including, but not limited to, the following issues: (a) the fairness, reasonableness, and adequacy of the settlement; (b) Class Counsel's application for an award of attorneys' fees and costs; and (c) approval of incentive awards to the Class Representative.

12. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Notice Administrator a signed written Request for Exclusion that reasonably communicates the Class Member's election to be excluded from the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865 and includes the Class Member's name, address, and telephone number. To be valid, a Request for Exclusion must be timely postmarked no later than thirty (30) calendar days prior to the date of the Final Approval Hearing.

13. Class Members may object to the Settlement in writing. Written objections must be sent to the Notice Administrator and must be postmarked no later than 30 calendar days prior to the Final Approval Hearing. All written objections and supporting papers should contain

information sufficient to identify and contact the Settlement Class Member (or his or her attorney, if any), and should reasonably communicate the Settlement Class Member’s desire to object to the Settlement in *Komins v. Yonamine, et al.*, Case No. 19STCV24865.

14. In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. In general, the Court will hear from any Settlement Class Member who attends the final approval hearing in Department 14 of the Spring Street Courthouse before Judge Kenneth R. Freeman and asks to speak regarding his or her objection.

a. If an objecting party intends to appear at the Final Approval Hearing, the objector may file with the Court, at least thirty (30) days before the Final Approval Hearing (or such other deadline as may be set by the Court), a notice of intent to appear. The notice of intent to appear should list the name, address, and telephone number of the attorney, if any, who will appear on behalf of that party.

b. Class Counsel and Defendants shall have the right, but not the obligation, to respond to any written Objection, by filing opposition papers no later than seven (7) calendar days prior to the Final Approval Hearing.

15. The deadlines for key events are as follows:

EVENT	[Proposed] Deadlines	DEADLINES
Class Action Website Activated	7 days after Preliminary Approval Order	
Social Media Notice Disseminated	30 days after Preliminary Approval Order	
Filing of Motion for Attorneys’ Fees and Costs and Incentive Awards	45 days before Final Approval Hearing	
Submitting Written Objections or Requests for Exclusion with the Notice Administrator	30 days before Final Approval Hearing	
Filing Notice of Intent to Appear at Final Approval Hearing	30 days before Final Approval Hearing	
Filing of Motion for Final Approval	7 days before Final Approval Hearing	

Filing of Response(s) to Objections	7 days before Final Approval Hearing	
Final Approval Hearing		

16. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned to them in the Settlement Agreement.

17. In the event the settlement does not become effective for any reason, the Parties shall be restored to their respective positions in the Litigation as of the date the Motion for Preliminary Approval was filed.

18. Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claim, or of any wrongdoing or liability of Defendants; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. Any party to this Litigation may file the Settlement 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.

19. All activity in the action with respect to Defendants shall be stayed unless and until the Settlement Agreement is terminated pursuant to its terms and conditions.

20. Upon final approval of the Settlement, the Class Representative will release and discharge the Released Persons from any and all injunctive or equitable relief claims that are asserted in the operative complaint. Plaintiff will also release and discharge the Released Persons from all claims for damages or other monetary relief (whether actual, nominal, punitive, exemplary, statutory, or otherwise) that are asserted in the operative complaint.

21. Upon final approval of the Settlement, Settlement Class Members will release and discharge the Released Persons from any and all injunctive or equitable relief claims for, by, or on behalf of, Settlement Class Members, that are asserted in the operative complaint. Released injunctive relief claims do not include any claims from minors who are under the age of 18 as of

the Effective Date. The Class Members' released claims expressly do not include any claims for damages or other monetary relief. The statutes of limitations for individual claims for monetary relief by members of the putative class were tolled as of the date of filing of the Complaint, and the statute of limitations for minors are tolled until the minor turns 18.

22. The Court shall retain continuing jurisdiction over the Parties and the implementation and enforcement of the terms of the Settlement Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement Agreement are properly made or taken.

IT IS SO ORDERED.

DATED: _____

HON. KENNETH R. FREEMAN
Judge of the Superior Court

EXHIBIT E

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RONA KOMINS, on behalf of herself, her children, B.K. and M.K, and all others similarly situated,

Plaintiff,

v.

DAVE YONAMINE, JOHN LIBBY, MOBILITYWARE, LLC; DOES 1-100, inclusive, and ROES Software Development Kit Business Entities 1-100, inclusive,

Defendants.

) Case No. 4:18-cv-05907-JSW

) **CLASS ACTION**

) **FINAL JUDGMENT AND ORDER: (1)**
) **APPROVING CLASS ACTION**
) **SETTLEMENT, (2) AWARDING**
) **CLASS COUNSEL FEES AND**
) **EXPENSES, (3) AWARDING CLASS**
) **REPRESENTATIVE INCENTIVE**
) **AWARD, AND (4) DISMISSING**
) **ACTION WITH PREJUDICE**

) Judge: Hon. Kenneth R. Freeman

PROCEDURAL HISTORY

Plaintiff Rona Komins (“Plaintiff”) filed this Action against Defendants MobilityWare, LLC, Dave Yonamine, and John Libby (“Defendants”) (together, the “Parties”), styled *Komins v. Yonamine, et al.*, Case No. 19STCV24865 (the “Litigation”), bringing claims for violations of California’s Constitutional Right to Privacy, Intrusion Upon Seclusion, California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), for Fraud by Omission, Negligent Misrepresentation, and Quasi-Contract relating to various MobilityWare gaming apps. Plaintiff alleges that MobilityWare’s gaming apps collect personal information about the users and track online behavior to sell to third parties and to profile for targeted advertising. Defendants deny the allegations and deny any wrongdoing.

After arm’s-length settlement discussions, including a full-day mediation conducted by the Honorable Jay C. Gandhi (Ret.) of JAMS, the Parties have entered into a Settlement Agreement (“Agreement”), which, if approved, would resolve this class action litigation. Currently pending before the Court is Plaintiff’s Motion for Final Approval of the Settlement Agreement and Plaintiff’s Motion for Attorneys’ Fees and Incentive Award for the Class Representative.

After consideration of the Parties’ briefs, the Court hereby GRANTS Final Approval of the Settlement.

On _____, _____, the Court entered its Order (1) Preliminarily Approving Class Action Settlement; (2) Certifying the Settlement Class; (3) Appointing the Law Offices of Ronald A. Marron, APLC as Class Counsel; (4) Appointing Rona Komins as Class Representative; (5) Approving RG/2 Claims Administration as the Notice Administrator; (6) Approving the Notice Plan; and (7) Setting Final Approval Hearing (“Preliminary Approval Order”), in which it preliminarily approved the Settlement. The Court also scheduled a hearing to determine whether the Settlement is fair, reasonable, adequate, in the best interest of the Class, and free from collusion, such that the Court should grant Final Approval of the Settlement, and to consider Plaintiff’s motion for an award of attorneys’ fees, costs and litigation expenses, and an incentive award for the Class Representative (“Fairness Hearing”).

The Court has considered:

- the points and authorities submitted by Plaintiff in support of the motion for final approval of the Settlement (“Final Approval Motion”);
- the points and authorities submitted by Plaintiff in support of the motion for an award of attorneys’ fees and litigation expenses, and approval of an incentive award for the Class Representative (“Fee Motion”);
- the declarations and exhibits submitted in support of said motions;
- the Settlement Agreement and exhibits thereto;
- the entire record in this proceeding, including but not limited to the points and authorities, declarations, and exhibits submitted in support of preliminary approval of the Settlement, filed on February 22, 2022, December 15, 2023, and March 29, 2024;
- the Notice Plan, providing full and fair notice to the Class;
- the existence of ___ opt outs to the Settlement;
- the existence of ___ objections to the Settlement, and the substance of those objections, if any;
- the oral presentations of Class Counsel, Counsel for Defendants, and Objector(s) at the Fairness Hearing;
- this Court’s experiences and observations while presiding over this matter, and the Court’s file herein; and
- the relevant law.

Based upon these considerations and the Court’s findings of fact and conclusions of law as set forth in the Preliminary Approval Order and in this Final Judgment and Order (1) Approving Class Action Settlement, (2) Awarding Class Counsel Fees and Expenses, (3) Awarding Class Representative Incentive Award, and (4) Dismissing Action with Prejudice (“Final Approval Order”), and good cause appearing, **IT IS HEREBY ORDERED AND DECREED:**

1. The capitalized terms used in this Final Approval Order shall have the meanings and/or definitions given to them in the Settlement Agreement or, if not defined therein, the meanings and/or definitions given to them in this Final Approval Order.

2. This Final Approval Order incorporates the Settlement Agreement, filed as Exhibit 1 to the Declaration of Ronald A. Marron in support of preliminary settlement approval filed on March 29, 2024, including the releases set forth therein and all exhibits thereto, and the Court's findings and conclusions contained in its Preliminary Approval Order.

3. For purposes of settlement only, and in accordance with the standards set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, the Court finally certifies this litigation as a class action and finally certifies the settlement Class as follows:

All United States citizens who played one or more of the following MobilityWare gaming apps on a mobile device between July 17, 2015 and [the date preliminary approval is granted], excluding Defendant and Defendant's officers, directors, employees, agents and affiliates, and the Court and its staff:

- Solitaire
- Tripeaks Solitaire
- Pyramid Solitaire
- FreeCell Solitaire
- Crown Solitaire
- Spider Solitaire
- Spider Go Solitaire
- Castle Solitaire
- Addiction Solitaire
- Mahjong Solitaire
- Yukon Russian Solitaire Game
- Aces Up Solitaire
- Destination Solitaire
- Hearts Card Game
- Puzzle Cats
- Sudoku Simple
- Spades Card Game
- Tropical Treats
- Word Wiz
- Word Warp
- Sunny Shapes
- Word Search
- Tetra Block – Puzzle Game
- Dice Merge Puzzle Master
- Blackjack
- Match & Rescue – Match 3 Game
- Vegas Blvd Slots
- Block Party Bingo

- 52 Card Pick-up
- Excite Bear – Animal Bikers
- Monopoly Solitaire.

4. For the reasons stated in the order granting preliminary approval of the settlement, the Court finds that the proposed settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate for the Class. *See, e.g., Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1800-01; Cal. Rules of Court, Rule 3.769(g). Accordingly, the Court **GRANTS** Plaintiff's motion for final approval of the class action settlement.

5. The Court finds that the requirements of Cal. Code Civ. P. § 382 have been satisfied, and the Court has made a final determination that Plaintiff Rona Komins is an adequate Class Representative for the Class. Accordingly, the Court hereby appoints Plaintiff Rona Komins as the Class Representative.

6. The Court finds that plaintiff's counsel, The Law Office of Ronald A. Marron, APLC, and each of its attorneys, have adequately represented the Class, and hereby appoints them Class Counsel.

7. The Court has reviewed and considered Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award and hereby **GRANTS** Plaintiff's Motion. Accordingly, the Court approves the attorney fee and expense payment sought by Class Counsel. Class Counsel is hereby awarded \$_____ in attorneys' fees. Class Counsel's fee request is also reasonable utilizing a lodestar cross-check. Class Counsel's lodestar in the action totals \$_____. Therefore, Class Counsel are requesting a negative multiplier of _____. In addition, the Court awards Class Counsel \$_____ in costs that were reasonably necessary to prosecute the action.

8. The Court further approves an incentive award sought by Class Representative Rona Komins in the amount of \$7,500.

9. The Court approves the *cy pres* award of \$100,000.00, split equally between the Electronic Frontier Foundation and the Electronic Privacy Information Center. The Court finds that the *cy pres* remedy accounts for the nature of Plaintiff's lawsuit, the objectives of the underlying statutes, and the interests of the Settlement Class members.

10. The Court finds that the notice of settlement to the Settlement Class and notice methodology implemented by the Notice Administrator following the Order Granting Preliminary Approval of the Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the action, their right to object to or exclude themselves from the Settlement and their right to appear at the final fairness hearing; (iii) was reasonable and constituted due, adequate and sufficient notice to persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure and due process of law.

11. The Court finds that ____ individuals have opted out of the settlement and ____ individuals have objected to the settlement. Having considered the ___ opt-outs and ___ written objections, oral argument at the Fairness Hearing, the Parties' written and oral response to these objections, and the documents and record on file in this Litigation, the Court overrules all objections. The Court finds no evidence of collusion. Likewise, the Objectors have raised no valid concerns regarding the adequacy of the relief the Settlement provides, taking into account the weaknesses in Plaintiff's case along with the strengths of Defendants' defenses and the obstacles to class-wide recovery. Further, Defendants' agreement to provide added disclosures and make changes to their business practices, which adequately address the very claims raised in Plaintiff's Complaint, provides meaningful relief and significant value to the Class. The Court also considered objections concerning the Fee Motion. The objections are refuted by the lodestar analysis and the exceptional results achieved on behalf of the Class. The Court therefore overrules the objections as to the Fee Motion

12. The Parties are to give notice to all Class Members of this Final Order and Judgment in accordance with California Rule of Court 3.771(b) by posting this Final Order and Judgment on the settlement website in accordance with the terms of the Settlement Agreement.

13. To the extent not specifically ordered herein, the Court orders the parties to comply with all obligations arising under the Settlement Agreement in a reasonable time and manner.

14. Nothing in this Order shall preclude any action to enforce or interpret the terms of

the Settlement Agreement. Any action to enforce or interpret the terms of the Settlement Agreement shall be brought solely in this Court.

15. The Court expressly retains jurisdiction as to all matters relating to the Settlement and this Order, and for any other necessary and appropriate purpose.

16. The Final Approval Order and Judgment pursuant to California Rules of Court Rule 3.769(h), wherein the Court retains jurisdiction over the parties to enforce the terms of the judgment, should be entered.

17. The Settlement is not an admission by Defendants, nor is this Order a finding of the validity of any allegations of wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

IT IS SO ORDERED.

DATED: _____

The Honorable Kenneth R. Freeman
Judge of the Superior Court