

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

IN RE SCIPLAY CORPORATION
SECURITIES LITIGATION

Index No. 655984/2019
(Masley, A., Commercial Division Part 48)
Motion Seq. 004

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

WHEREAS:

A. As of July 27, 2021, Plaintiffs Police Retirement System of St. Louis (“St. Louis PRS”) and Hongwei Li (“Li”) (collectively, “Lead Plaintiffs”), by and through their counsel of record, on behalf of themselves and all other members of the Settlement Class, on the one hand; and SciPlay Corporation (“SciPlay” or the “Company”); Joshua J. Wilson, Michael D. Cody, Barry L. Cottle, Michael F. Winterscheidt, Gerald D. Cohen, Jay Penske, M. Mendel Pinson, William C. Thompson, Jr., Frances F. Townsend; BofA Securities, Inc., J.P. Morgan Securities LLC, Deutsche Bank Securities Inc., Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, Macquarie Capital (USA) Inc., RBC Capital Markets, LLC, Stifel, Nicolaus & Company Incorporated, and Wedbush Securities Inc. (collectively, “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”);

B. Pursuant to the Order Preliminarily Approving Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered August 11, 2021 (the “Notice Order”), the Court scheduled a hearing for November 15, 2021, at 3:30 p.m. (the “Settlement Hearing”) for the following purposes: (i) to determine whether the Court should grant final certification of the Action as a class action for purposes of the Settlement and

confirm its appointment of Lead Plaintiffs and Lead Counsel as Class Representatives and Class Counsel, respectively; (ii) to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (iii) to determine whether a Judgment, substantially in the form attached as Exhibit B to the Stipulation, should be entered dismissing and releasing the Plaintiffs' Released Claims and Defendants' Released Claims (as those terms are defined in the Stipulation) with prejudice; (iv) to determine whether the Plan of Allocation is reasonable and should be approved; (v) to rule upon Lead Counsel's application for an award of attorneys' fees and payment of expenses (which may include the costs and expenses of the Lead Plaintiffs directly related to their representation of the Settlement Class); (vi) to consider any objections or exclusion requests received by the Court; and (vii) to consider any other matters that may properly be brought before the Court in connection with the Settlement, as the Court may deem appropriate;

C. The Court ordered that the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Claim Form"), substantially in the forms annexed to the Notice Order as Exhibits 1 and 2, respectively, be mailed, by first-class mail, postage prepaid, no later than ten (10) business days after the date of entry of the Notice Order ("Notice Date") to all potential Settlement Class Members who could be identified through reasonable effort, and that a Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Summary Notice"), substantially in the form attached to the Notice Order as Exhibit 3, be published in *The Wall Street Journal* and transmitted over *PRNewswire* within fourteen (14) calendar days of the Notice Date;

D. The Notice and the Summary Notice advised potential Settlement Class Members of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by October 25, 2021;

E. The provisions of the Notice Order as to notice were complied with;

F. The Settlement Hearing was duly held before this Court on November 15, 2021, at which time all interested Persons were afforded the opportunity to be heard; and

G. The Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, the record in the Action, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents.** This Judgment incorporates by reference and makes a part hereof: (i) the Stipulation filed with the Court on July 27, 2021; and (ii) the Notice, which was filed with the Court on October 11, 2021, as though fully set forth herein. Capitalized terms not defined in this Judgment shall have the meaning set forth in the Stipulation.

3. **Notice.** The Court finds that the mailing and publication of the Notice, Summary Notice, and Claim Form: (i) complied with the Notice Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, the Judgment, the proposed

Plan of Allocation, Lead Counsel's request for an award of attorneys' fees and payment of litigation expenses incurred in connection with the prosecution of the Action, Settlement Class Members' right to object or seek exclusion from the Settlement Class, and their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of §904 of the New York Civil Practice Law and Rules ("CPLR"), the Due Process Clause of the United States Constitution, and Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), and the rules of this Court.

4. **Class Certification for Purposes of the Settlement.** The Court hereby affirms its determinations in the Notice Order and finally certifies, for purposes of the Settlement only, pursuant to CPLR §901 and 902, the Settlement Class of: all persons and entities that purchased or otherwise acquired the Class A common stock of SciPlay Corporation pursuant and/or traceable to the Registration Statement for SciPlay's May 3, 2019 initial public offering of Class A common stock, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of any Defendant who is an individual; (iii) any person who was an officer or director of SciPlay at the time of the IPO; (iv) parents, affiliates, or subsidiaries of SciPlay; (v) the Company's employee retirement and benefit plan(s) and their participants or beneficiaries, to the extent they made purchases through such plan(s); (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; and (vii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court; provided, however, that any Investment Vehicle shall not be excluded from the Settlement Class. "Investment Vehicle" means any investment company, separately

managed account, collective investment trust, or pooled investment fund, including, but not limited to mutual fund families, exchange-traded funds, fund of funds, hedge funds, and retirement accounts and employee benefit plans, in which any Underwriter Defendant has or may have a direct or indirect interest, or as to which that Underwriter Defendant or its affiliates may act as an investment advisor or manager, but in which any Underwriter Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest. Thus, it is hereby determined that all Settlement Class Members who did not timely and properly elect to exclude themselves from the Settlement Class by written communication postmarked or delivered on or before the date set forth in the Notice Order, Notice and Summary Notice are bound by this Judgment. No person or entity has requested to be excluded from the Settlement Class.

5. Pursuant to CPLR ~~§~~ 901 and 902, and for purposes of the Settlement only, the Court hereby re-affirms its determinations in the Notice Order and finally certifies Police Retirement System of St. Louis and Hongwei Li as Class Representatives for the Settlement Class; and finally appoints the law firm of Labaton Sucharow LLP as Class Counsel for the Settlement Class.

6. **Objections.** There have been no objections to the Settlement.

7. **Final Settlement Approval and Dismissal of Claims.** Pursuant to, and in accordance with, CPLR ~~§~~ 908, the Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects, and finds that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. This Court further finds that the Settlement set forth in the Stipulation is the result of good faith, arm's-length negotiations between experienced counsel representing the interests of Lead Plaintiffs, the Settlement Class, and Defendants. The

likelihood of success on the merits of the case, the extent of support by the Settlement Class, the judgment of Lead Counsel, and the complex nature of the legal and factual issues in the Action further support approval of the Settlement. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions of the Stipulation.

8. The Amended Class Action Complaint (the "Amended Complaint"), filed on November 18, 2019, is dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Stipulation.

9. **Releases.** The Releases set forth in Paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. Accordingly, this Court orders that:

(a) Upon the Effective Date of the Settlement, Lead Plaintiffs and each and every other Settlement Class Member and Plaintiff Releasor, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice, and without costs, each and every one of the Plaintiffs' Released Claims against each and every one of the Defendant Releasees and shall forever be barred and enjoined from directly or indirectly commencing, instituting, participating in, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Plaintiffs' Released Claims against the Defendant Releasees.

(b) Upon the Effective Date of the Settlement, Defendant Releasors, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever compromised, settled,

released, resolved, relinquished, waived, discharged, and dismissed with prejudice, and without costs, each and every one of the Defendants' Released Claims against each and every one of the Plaintiff Releasees and shall forever be barred and enjoined from directly or indirectly commencing, instituting, participating in, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Defendants' Released Claims against any and all of the Plaintiff Releasees.

10. Notwithstanding Paragraph 9 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. **Binding Effect.** The terms of the Stipulation and of this Judgment shall be forever binding on and inure to the benefit of Defendants, Lead Plaintiffs, all other members of the Settlement Class (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), and the Released Parties, as well as their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such.

12. **Rule 11 Findings.** The Court finds and concludes that during the course of the litigation, the Parties and their respective counsel have complied fully with the requirements of 22 New York Code, Rules and Regulations Part 130 and any other applicable law or rule similar to Federal Rule of Civil Procedure 11 in connection with the commencement, maintenance, prosecution, defense, and settlement of the Action.

13. **Qualified Settlement Fund.** The Stipulation provides that the Settlement Fund will be treated as a Qualified Settlement Fund within the meaning of § 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B-1.

14. **No Admissions.** Except as set forth in Paragraph 15 below, this Judgment, the Stipulation, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and/or any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action or any proceeding or motion to enforce the terms of the Stipulation or the Judgment, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or any Defendant Releasee with respect to the truth of any allegation by Lead Plaintiffs and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action, the Nevada Action or in any litigation, including but not limited to the Plaintiffs' Released Claims, the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, the entitlement of any investors who are not Settlement Class Members to any payment by or damages from the Defendants or Defendant Releasees, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any Person whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or any Defendant Releasee of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiffs, or the other members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or any Defendant Releasee, Lead Plaintiffs, any other member of the Settlement Class, or their respective counsel with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants or any Defendant Releasee, Lead Plaintiffs, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or any Defendant Releasee, Lead Plaintiffs, or any other member of the Settlement Class, that the consideration to be given pursuant to the Settlement represents the amount that could be or would have been recovered after trial;

(e) do not constitute, and shall not be offered or received against or to the prejudice of Lead Plaintiffs as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Lead Plaintiffs, or any other member of the Settlement Class that any of their claims are without merit or infirm or that damages recoverable under any of the complaints filed in the Action or the Nevada Action would not have exceeded the Settlement Amount; and

(f) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any

presumption, concession, or admission by Defendants or any Defendant Releasee that class certification is appropriate in this Action, the Nevada Action or any other action, except for the purposes of this Settlement.

15. Notwithstanding the foregoing, the Parties and other Released Parties may file or refer to this Judgment, the Stipulation, and/or any Proof of Claim: (i) to effectuate the liability protections granted hereunder, including without limitation, to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, injunction, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim; (ii) to enforce any applicable insurance policies and any agreements relating thereto; or (iii) to enforce the terms of the Stipulation and/or this Judgment. The Parties and other Released Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

16. Defendants, Defendants' Counsel, and Defendant Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to the selection of the Claims Administrator, the administration of the Settlement, or the actions or decisions of the Claims Administrator and shall have no liability whatsoever to the Plaintiff Releasees in connection with such administration, including, but not limited to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement, Escrow Account, or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with

the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any Tax Returns (as defined in Paragraph 11(a) of the Stipulation). No Person, including Lead Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel, shall have any claim of any kind against Defendants, Defendants' Counsel, or Defendant Releasees with respect to the matters set forth in this paragraph.

17. No Person shall have any claim against the Defendant Releasees, the Plaintiff Releasees, or the Claims Administrator based on determinations or distributions made substantially in accordance with the Stipulation and the Settlement, the Plan of Allocation, this Judgment or order(s) of this Court.

18. **Payment of the Settlement Amount.** The Court finds that SciPlay has satisfied its financial obligations under the Stipulation by paying or causing to be paid the Settlement Amount to the Settlement Fund, in accordance with Paragraph 6 of the Stipulation, and that Defendant Releasees shall have no other obligation to make or cause to be made any payment to, or delivery of any thing of value to, the Settlement Fund.

19. **Extensions of Time.** Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

20. **Separate Orders for Attorneys' Fees and Expenses and Plan of Allocation.** A separate order shall be entered regarding Lead Counsel's application for attorneys' fees and payment of expenses as allowed by the Court. A separate order shall be entered regarding the proposed Plan of Allocation for the Net Settlement Fund. Such orders, including any changes to the Plan of Allocation reflected therein, shall in no way disturb or affect this Judgment or the Settlement and shall be considered separate therefrom.

21. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (i) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (ii) the implementation and administration of the Settlement; (iii) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds; (iv) any motion for an award of attorneys' fees and/or litigation expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (v) any motion to approve the Plan of Allocation; and (vi) the Class Members for all matters relating to the Action.

22. **Termination.** If the Effective Date of the Settlement does not occur, or the Settlement is terminated as provided in the Stipulation, then this Judgment (other than Paragraph 14) and any orders of the Court relating to the Settlement, shall be vacated, rendered null and void, and be of no further force or effect, and without prejudice to any party, and each party shall be restored to his, her or its respective litigation positions as they existed prior to May 12, 2021, as provided for in the Stipulation.

23. **Entry of Final Judgment.** There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

IT IS SO ORDERED.

Dated: New York, New York

November 15 2021

[Signature]
The Honorable Andrea Masle

JUDGMENT

FILED
NOV 24 2021
AT 07:16 A M
N.Y. CO. CLK'S OFFICE

24. Consistent with the Stipulation (NYSCEF 105) the Court finds that the Cyprus beneficiary shall be the "City Bear Justice Center", Association of the Bar of the City of New York, FUND, INC. 24th Nov. 2021
Milton Adam Tinsley
Clerk