

SETTLEMENT AGREEMENT

This Settlement Agreement is made and effective as of April 14, 2020 (the “Agreement Execution Date”) by and among Christopher Leong (“Named Plaintiff” or “Leong”), the Settlement Class (defined below), and Defendants Crown NJ Gaming Inc. d/b/a DraftKings (“Crown NJ”) and Crown Gaming Inc. (“Crown Gaming”) the “Settlement Agreement” or the “Agreement”).

RECITALS

WHEREAS, on January 17, 2019, Leong initiated a putative class action against Crown NJ in the Superior Court of New Jersey, Atlantic Division – Law Division, captioned *Christopher Leong, individually and on behalf of himself and all others similar situated v. Resorts Digital Gaming, LLC d/b/a DraftKings*, Case No. ATL-L-000114-19, concerning a promotion Crown NJ operated from January 11, 2019 through January 13, 2019 called the “Sports Betting National Championship” (the “SBNC”). On April 10, 2019, Leong filed a First Amended Complaint to include Crown NJ Gaming Inc. d/b/a DraftKings and Crown Gaming Inc. On May 10, 2019, the lawsuit was removed by Crown NJ and Crown Gaming to the United States District Court, District of New Jersey (Case No. 19-12424) (the “Litigation”).

WHEREAS, based on the investigation and evaluation of the facts and law relating to the matters alleged in the pleadings, the parties have agreed to settle the Litigation. The settlement was reached after considering, among other things, (1) the benefits available to Named Plaintiff and the Settlement Class under the terms of this Agreement, (2) the risks and uncertainty of litigation, especially in actions such as this, as well as the difficulties and delays inherent in such litigation, and (3) the desirability of consummating this Agreement promptly to provide effective relief to the Named Plaintiff and the Settlement Class.

WHEREAS, Crown NJ, denying wrongdoing of any kind whatsoever, and denying the factual allegations in the Complaint, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of litigation, and to be completely free of further

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participation in the Litigation and any further controversy with respect to the Released Claims (defined below).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. DEFINITIONS.

A. The following terms shall have the meanings set forth below:

1. "Action" means the lawsuit captioned *Leong, et al. v. Crown NJ Gaming Inc.*, Case No. 1:19-cv-12424-JHR-JS, in the United States District Court, District of New Jersey, Camden Division.

2. "Class Notice" means legal notice of the terms of the proposed settlement as approved by the Court, as part of its entry of the Preliminary Approval Order.

3. "Class Counsel" means the following individuals:

Law Offices of William H. Pillsbury PLLC

William H. Pillsbury, Esq.
3959 Welsh Road #333
Willow Grove, Pennsylvania 19090
Telephone: 267-518-3445
E-mail: wpillsbury@whplawoffices.com

The VerStandig Law Firm, LLC

Maurice B. VerStandig, Esq.
9812 Falls Road, #114-160
Potomac, Maryland 20854
Telephone: 301-444-4600
E-mail: mac@mbvesq.com

4. "Complaint" means the Complaint filed on January 17, 2019 in the Superior Court of New Jersey, Atlantic Division, as removed in the Action on May 10, 2019.

5. “Defendant’s Counsel” means the following individuals:

BOIES SCHILLER FLEXNER LLP

Damien J. Marshall, Esq.
55 Hudson Yards, 20th Floor
New York, New York 10001
Telephone: 212-446-2300
Facsimile: 212-446-2350

6. “Effective Date” means the first date after which *all* of the following events and conditions have been met or have occurred or have been mutually waived by written agreement of the parties pursuant to Section VIII.D below:

- (a) All parties have executed this Agreement;
- (b) The Court has certified the Settlement Class;
- (c) The Court has entered the Preliminary Approval Order (which shall be substantially identical to the form of **Exhibit A** attached hereto) issuing its Preliminary Approval (as defined herein) of this Agreement, the settlement set forth herein, and approving, among other things, the method for providing notice to the Settlement Class;
- (d) The Court has entered the Final Judgment (which shall be substantially identical to the form of **Exhibit B** attached hereto) approving, among other things, this Agreement, including all settlement considerations as set forth in this Agreement, releasing the Released Persons from the Released Claims, and dismissing, with prejudice as to the Class Members, the Action with respect to Crown NJ, and all claims asserted therein; and
- (e) There has occurred: (i) the passage of five (5) days from entry of the Final Judgment and no formal objections are filed; (ii) in the event that one or more formal objections to entry of the Final Judgment are timely filed, the expiration (without the filing or notice of an appeal) of the time to appeal from the Final Judgment; (iii) the final non-appealable dismissal of any appeal from the Final Judgment; (iv) if a ruling or decision has been entered by

an appellate court affirming the Final Judgment in a form substantially identical to that of the Final Judgment entered by the Court, the time to petition for review to the United States Supreme Court with respect to such ruling or decision has expired; or (v) if a petition for review to the United States Supreme Court with respect to the Final Judgment has been filed, the petition has been denied or, if granted, has resulted in affirmance of the Final Judgment in a form substantially identical to the form of the Final Judgment entered by the Court.

7. “Fairness Hearing” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the settlement set forth herein as fair, reasonable, and adequate.

8. “Final Judgment” means a judgment entered by the Court that is substantially identical to the form of **Exhibit B** attached hereto.

9. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

10. “Preliminary Approval” shall mean the Court’s entry of an order (the “Preliminary Approval Order”) that is substantially identical to the form of **Exhibit A** attached hereto approving, among other things, the timing, content, and manner of the Class Notice, conditionally certifying the Class for settlement purposes, preliminarily approving this Agreement and the terms of settlement contained herein, and enjoining the commencement or continued prosecution by any Releasing Person of any Released Claim against any Released Person.

11. “Released Claims” means and includes any and all claims, damages, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, or losses, of whatever kind or nature, whether foreseen or unforeseen, and

whether known or unknown, arising out of or relating to the facts alleged in the Action against the Released Persons. The Settlement Class Members are not making any release, representation, or warranty as to any contractual obligations on the part of any third-party individuals (other than Released Persons) to Settlement Class members to whom such third-party individuals may have a contractual obligation stemming from the Members' participation in the SBNC.

12. "Released Persons" means and includes Crown NJ Gaming Inc. d/b/a DraftKings, Crown Gaming Inc., DGMB Casino, LLC, a New Jersey limited liability company and Resorts Digital Gaming, LLC, a New Jersey limited liability company; the past and present direct and indirect parents, subsidiaries, and affiliated Persons of all of the foregoing; the officers, directors, employees, partners, shareholders, agents, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing.

13. "Releasing Persons" means the Named Plaintiff, each Class Member, and any Person claiming by or through the Named Plaintiff, or any Class Member, as his or her spouse, child, heir, associate, co-owner, attorney, agent, administrator, devisee, assignee, executor, successor, predecessor, or other representative.

14. "Settlement Class" means all persons residing in the United States who paid an entry fee to participate, in the SBNC.

15. "Settlement Class Member(s)," "Class Member(s)," or "Member(s)" means any Person who is included within the definition of the Settlement Class who does not validly and timely request exclusion from the Settlement Class in accordance with the provisions of the Notice of Pendency and Settlement of Class Action.

II. CERTIFICATION OF PLAINTIFF SETTLEMENT CLASS.

A. The parties stipulate to certification of the Settlement Class as defined in Section I.A.14 above for purposes of effectuating this settlement; stipulate to the appointment of the Named Plaintiff as representative of the Settlement Class (the “Class Representative”); and stipulate to the appointment of Class Counsel as counsel for the Settlement Class. The parties agree to cooperate in the preparation of such moving papers as the Court shall require to effectuate certification of the Settlement Class for settlement purposes.

B. Certification of the Settlement Class and appointment of the Class Representative and Class Counsel by the Court shall be binding only with respect to the settlement of the Action. In the event the Effective Date for any reason does not occur, the certification of the Settlement Class and appointment of Class Representative and Class Counsel shall be vacated, the parties’ stipulation shall be voided, and the Action shall proceed as though the certification and appointments had never occurred, without prejudice to the Class Representative’s rights or the ability of Class Counsel to later fill such a role in accord with governing law.

III. SETTLEMENT RELIEF.

In consideration for the release hereinafter set forth, the termination and dismissal of this Action, and in full and final settlement of all claims by Settlement Class Members, Crown NJ agrees that the Final Judgment shall order the following relief:

A. Reimbursement to Settlement Class Members.

Within twenty (20) business days after the Effective Date, Crown NJ is ordered to deposit one hundred fifty (150) “DraftKings Dollars” into the personal DraftKings account held by each Member of the Settlement Class who fully completes and timely submits a Claim Form that is substantially identical to the form of **Exhibit C** attached hereto.

Persons who request exclusion from the Settlement Class (the "Opt-Outs"), will not be entitled to receive a Reimbursement benefit under this Section III.A.

B. Incentive Payment to Named Plaintiff.

Within twenty (20) business days after the Effective Date, Crown NJ is ordered to make payment to Named Plaintiff in the amount of \$7,000.00, as incentive compensation for his individual efforts as the Named Plaintiff in the Action ("Incentive Payment"). Payment of the Incentive Payment is subject to the Court's approval as set forth in Section V.B below.

C. Injunctive Relief.

For a period of 3 years following the Effective Date, Crown NJ shall disclose in writing as a part of the Tournament Rules for any SBNC in addition to the other standard rules that:

1. There is no advantage with respect to the timing of grading of any wager for contestants who are physically present at a SBNC venue.
2. Given the timing for grading and the potential for a delayed finish or overtime, it may not be possible to reinvest winnings from one bet before the start of another bet.
3. All SBNC contestants will be subject to the same betting limit rules.

Although limits will be applied consistently among all contestants, limits are impacted by a contestant's individual wager(s). Limits may be impacted when certain wagers are accepted or rejected.

IV. NOTICE TO THE SETTLEMENT CLASS, REQUESTS FOR EXCLUSION, AND ADMINISTRATION OF THE SETTLEMENT.

A. Crown NJ shall issue the Class Notice in accordance with the requirements of the Preliminary Approval Order, as follows:

1. Subject to the approval of the Court and to be completed no later than forty-five (45) days after the Court's order preliminarily approving the settlement, Crown NJ

shall cause the Class Notice to be issued in substantially the same form as **Exhibit D** attached hereto by sending out the Class Notice via email to its current and former customers within the Settlement Class (the "Class Notice Emails").

2. Crown NJ shall pay all costs associated with preparing and disseminating the Class Notice in the manner described above.

3. Crown NJ shall provide and bear the cost of notice to appropriate federal and state officials as required by the Class Action Fairness Act of 2005.

B. Crown NJ shall administer the settlement.

1. Crown NJ shall set up an email account to receive questions, exclusion requests, comments, and objections from the Settlement Class, and shall provide a response, if it involves administration of the claim, or forward the question(s) to Plaintiffs' Counsel for a response, if it presents a question regarding the Member's legal rights or entitlements.

2. At its own expense, Crown NJ shall compile, track and report to Class Counsel all requests from Persons that seek to be excluded from the Settlement Class (the "Opt-Outs").

C. Plaintiffs' Counsel will maintain a website at which Settlement Class Members and Opt-Outs may access information and documents related to this Settlement, including the Settlement Agreement and Class Notices. The website may be hosted on the domain used by one of the Class Counsel's respective law firm's website.

V. **ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES.**

A. Plaintiffs and Crown NJ acknowledge that attorneys' fees and reimbursement of expenses for Class Counsel are subject to the Court's approval and determination. Crown NJ agrees not to oppose a fee in the amount of Sixty-Six Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$66,288.00). Class Counsel agrees that, notwithstanding any award of

fees and costs by the Court in an amount higher than Sixty-Six Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$66,288.00), Class Counsel will not enforce nor attempt to enforce such an award to the extent it exceeds the Sixty-Six Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$66,288.00) maximum fee agreed to herein. Within thirty (30) days after the Effective Date, Crown NJ shall deliver to Maurice B. VerStandig a check for the benefit of Class Counsel payable to The VerStandig Law Firm, LLC, at the address set forth above, in the total amount actually awarded by the Court as attorneys' fees, expenses, and costs, but not to exceed Sixty-Six Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$66,288.00).

B. Crown NJ agrees not to oppose an application by the Named Plaintiff for an Incentive Payment of \$7,000.00, and the Named Plaintiff and Class Counsel agree not to apply for an Incentive Payment in excess of \$7,000.00 for the Named Plaintiff. Within thirty (30) days after the Effective Date, Crown NJ shall deliver to Maurice B. VerStandig, at the address set forth above, a check payable to "Christopher Leong" in the total amount actually awarded by the Court as an Incentive Payment, but not exceeding the sum of \$7,000.00.

C. In no event shall Crown NJ be required by Order of the Court to pay more than the Sixty-Six Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$66,288.00) in Class Counsel's fees, expenses, and costs (inclusive of any interest) set forth herein or the \$7,000.00 agreed herein as the Incentive Payment for Named Plaintiff (inclusive of any interest). Should the Court by Order require Crown NJ to pay larger amounts, Crown NJ shall have the right, but not the obligation, to cancel this Agreement, terminate the settlement, and to proceed as if the settlement had never been executed, and the Agreement shall be null and void as provided in Section VI.B, below.

D. Settlement Class Members shall not be responsible for paying any part of the agreed fees, costs, expenses, or incentive awards described in this Agreement.

E. Other than the attorneys' fees, costs, and expenses explicitly provided for above, the Named Plaintiff, the Settlement Class and its individual Members, and Crown NJ shall bear their own attorneys' fees, costs, and expenses associated with the Action or this Agreement.

F. Any amounts required to be paid by Crown NJ shall be paid only after the Effective Date of the Agreement.

VI. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF THIS AGREEMENT.

A. The parties agree that no party shall conduct discovery against any of the others pending the preliminary approval of the settlement by the Court, and that, upon the preliminary approval of this settlement by the Court as evidenced by entry of the Preliminary Approval Order, all discovery and other proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement this Agreement or to comply with or effectuate the terms of this Agreement.

B. In the event that any of the events or conditions described in Section I.A.6(a)-(e) either are not met or do not occur, this entire Agreement shall become null and void, except that the parties shall have the option to agree mutually in writing to waive the event or condition and proceed with this settlement in which event the Effective Date shall be deemed to have occurred on the date of said written agreement. If any of the events or conditions described in Section I.A.6(a)-(e) either are not met or do not occur (and the events or conditions are not mutually waived in writing), the parties shall return to their respective positions in this lawsuit as those positions existed immediately before the parties executed this Agreement, and nothing stated in the Agreement, or in any exhibits to the Agreement, shall be deemed an admission of

any kind by any of the parties or used as evidence against, or over the objection of, any of the parties for any purpose in this Litigation or in any other action. In particular, Crown NJ will retain the right to contest whether this case should be maintained as a class action or collective action and to contest the merits of the claims being asserted by Plaintiffs. Plaintiffs will retain the right to seek remand of the removal and the right to contest any defenses raised by Crown NJ.

VII. DISMISSAL OF ACTION AND RELEASE.

A. As soon as practicable after execution of this Agreement, Class Counsel will take all necessary steps to secure the Court's approval of this settlement, certification of the Settlement Class, the entry of the Final Judgment in the form of Exhibit B attached hereto, and the subsequent dismissal of the Action, with prejudice, as to the Settlement Class.

B. Upon the Court's final approval of this Agreement and the settlement set forth herein, the Final Judgment shall be entered.

C. In consideration of the aforementioned payments and obligations undertaken by Crown NJ, and save and except only those obligations created or arising from this Agreement or the attached Final Judgment, the Releasing Persons hereby release and forever discharge the Released Persons from the Released Claims, and stipulate and agree that they and the Settlement Class shall be deemed to be forever barred from initiating, asserting, and/or prosecuting any Released Claims against any Released Person in any court or other forum.

D. Upon the entry of the Final Judgment and the occurrence of the Effective Date, each and every Settlement Class Member and all successors in interest shall be permanently enjoined and forever barred from prosecuting any and all Released Claims against the Released Persons.

E. The parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. Each party agrees that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect her, his, or its decision to enter into this Agreement, the releases given herein shall be and remain in effect as a full, final, and complete release to the Released Claims, and that no party shall be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The parties further agree that they have been informed of and waive the benefits of California Civil Code section 1542 (and any and all other similar state statutes regarding the effectiveness of general releases), which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

VIII. MISCELLANEOUS PROVISIONS.

A. The parties hereto and their undersigned counsel agree to undertake commercially reasonable efforts and to offer their reasonable cooperation to effectuate this Agreement and the terms of the settlement set forth herein, including taking all steps and efforts contemplated by this Agreement and any other steps and efforts which may become reasonably necessary by order of the Court or otherwise.

B. This Agreement, together with its attachments, contains the entire agreement among the parties hereto and supersedes any prior agreements or understandings (including any term sheets) between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all parties hereto. The terms of this Agreement are and

shall be binding upon each of the parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the parties hereto, including any Settlement Class Member and the Releasing Parties.

C. In entering into this Agreement, Crown NJ does not admit to any wrongdoing of any kind, and expressly denies wrongdoing of any kind whatsoever, and has entered into this Agreement and agreed to the terms solely to avoid the risk, expense, inconvenience, distraction, and burden of further protracted litigation.

D. This Agreement may be amended or modified only by a written instrument signed by counsel for all parties. Amendments and modifications may be made without additional notice to the Settlement Class unless such notice is required by the Court.

E. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey.

F. The exhibits to this Agreement are an integral part of the settlement and are hereby incorporated and made a part of this Agreement.

G. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective parent, subsidiary, and affiliated corporations and their officers, directors, employees, partners, shareholders, agents, and any other successors, assigns, or legal representatives.

H. Except as agreed to herein, the parties to this Agreement shall bear their own attorneys' fees, expenses, and costs, including in connection with finalizing this settlement, obtaining Court approval of the same, and proceedings subsequent to the same.

I. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or

other proceeding which may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

J. This Agreement, whether or not executed and consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement, are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged nor actions taken pursuant to or during the negotiation of this Agreement, shall constitute or be construed as admissible evidence of the validity of any claim asserted or fact alleged in the Complaint or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Persons. This Agreement is made without prejudice to the rights of Crown NJ to oppose certification of a class or classes should this Agreement not be approved or implemented or should the Effective Date not occur.

K. This Agreement shall be deemed to have been executed upon the Agreement Execution Date.

L. The parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other Person.

M. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be executed by facsimile or email signatures, each of which shall be deemed to be an original.

N. The Settlement Class Members and Class Counsel, including their experts and consultants, agree that they will not use any confidential material obtained, derived, or created in connection with this lawsuit for any purpose unrelated to this Litigation, and that they will, following the completion of the distribution of all awards to the Settlement Class Members and a

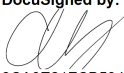
reasonable period for resolution of any disputes relating to such awards, delete or destroy all electronic data and databases in their possession and delete or destroy any other information provided to them which was confidential information, and agree that they have not made and will not retain any copies.

O. Except as otherwise expressly agreed to in writing, Crown NJ, its counsel, Named Plaintiff, and Class Counsel agree not to make any oral or written statements to the press regarding the Action or the settlement, but shall be free, upon receipt of inquiry from one or more members of the press, to state “the matter has been amicably resolved.” “a settlement was reached,” “we are pleased to have resolved this matter.” In no event shall any Settlement Class Members be deemed “press” for purposes of this prohibition, and in no event shall this prohibition be construed as limiting the ability of Class Counsel to earnestly and candidly communicate with Settlement Class Members. Class Counsel and Crown NJ’s counsel reserve the right to post neutral factual statements about the settlement on their websites and to provide information about the settlement to courts or in the course of their practices, including but not limited to providing information to potential clients and/or counsel.

P. The signatories hereto warrant that they are authorized to enter into this Agreement on behalf of the entities below.

[signatures on following page]

PLAINTIFF:

DocuSigned by:

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CHRISTOPHER LEONG

DEFENDANT:

CROWN NJ GAMING INC.
d/b/a DRAFTKINGS

By: _____

Its: _____

CROWN GAMING INC.

By: _____

Its: _____

PLAINTIFF:

CHRISTOPHER LEONG

DEFENDANT:

CROWN NJ GAMING INC.
d/b/a DRAFTKINGS



By: R. Stanton Dodge

Its: Chief Legal officer

CROWN GAMING INC.

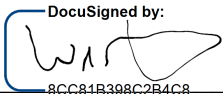


By: R. Stanton Dodge


Its: Chief Legal officer

COUNSEL:

LAW OFFICES OF WILLIAM H.
PILLSBURY PLLC

By:  DocuSigned by:
8CC84B398C2B4C8...
William H. Pillsbury, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated.

THE VERSTANDIG LAW FIRM, LLC

By:  DocuSigned by:
2472700CAAF0498...
Maurice B. VerStandig, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated.

BOIES SCHILLER FLEXNER LLP

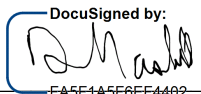
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Damien J. Marshall, Esq.
Attorneys for Defendants CROWN NJ
GAMING INC. d/b/a DRAFTKINGS
and CROWN GAMING INC.

EXHIBIT A

EXHIBIT A TO THE SETTLEMENT AGREEMENT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CHRISTOPHER LEONG,

Plaintiff,

v.

CROWN NJ GAMING INC. d/b/a
DRAFTKINGS.

Defendant.

Civ. Action No. 19-12424

**ORDER GRANTING PROVISIONAL
CERTIFICATION OF SETTLEMENT
CLASS AND PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT
AGREEMENT**

WHEREAS, Plaintiff, on behalf of himself and all similarly situated DraftKings players, and Defendant, all acting by and through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle this litigation upon the terms as set forth in the Settlement Agreement;

WHEREAS, this Court has reviewed and considered the Settlement Agreement dated _____, 2020, entered into among the parties in this Action (the "Agreement"), a copy of which is attached hereto as **Exhibit 1**, together with all exhibits thereto, the record in this case, and the briefs and arguments of counsel; and

WHEREAS, this Court preliminarily finds, for the purposes of settlement only, that the Action meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure that the Class Representative is an adequate representative of the Settlement Class, and that Class Counsel are adequate to represent the Settlement Class (as defined below).

NOW, THEREFORE, based upon the files, records, and proceedings herein, and it appearing to the Court that a hearing should be held on notice to the Settlement Class of the proposed settlement to determine finally if the terms of the settlement are fair, reasonable, and adequate;

IT IS HEREBY ORDERED THAT:

1. All terms and definitions used herein have the same meanings as set forth in the Agreement.
2. The proposed settlement set forth in the Agreement is hereby preliminarily approved as being within the range of reasonableness such that notice thereof should be given to members of the Settlement Class.
3. The following Settlement Class is conditionally and preliminarily certified for settlement purposes only:

All persons residing in the United States who paid an entry fee to participate in the promotion DraftKings operated from January 11, 2019 through January 13, 2019 called the "Sports Betting National Championship" ("SBNC").

4. Plaintiff is hereby found to be adequate and is therefore appointed as representative of the Settlement Class (the "Class Representative").
5. The following counsel are hereby found to be adequate and are therefore appointed as class counsel for the Settlement Class ("Class Counsel"):

Law Offices of William H. Pillsbury PLLC
William H. Pillsbury, Esq.

PS

3959 Welsh Road #333
Willow Grove, Pennsylvania 19090
Telephone: 267-518-3445
E-mail: wpillsbury@whplawoffices.com

The VerStandig Law Firm, LLC
Maurice B. VerStandig, Esq.
9812 Falls Road, #114-160
Potomac, Maryland 20854
Telephone: 301-444-4600
E-mail: mac@mbvesq.com

6. If final approval of the settlement is not obtained, this certification order, including the above description of the Settlement Class and appointment of the Class Representatives and Class Counsel, shall be vacated and this action shall proceed as though the certification and appointments never occurred.

7. Pending final determination of whether the settlement should be approved, neither Plaintiff nor any member of the Settlement Class, whether directly, indirectly, representatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the claims herein against Defendant.

8. The Notice of Pendency and Settlement of Class Action ("Class Notice"), which is attached as Exhibit C to the Settlement Agreement, is hereby approved as to form. Defendant shall cause the Class Notice to be disseminated substantially identical to the form attached as Exhibit C to the Settlement Agreement by sending out the Class Notice via email to its current and former customers within the Settlement Class (the "Class Notice Emails") by _____, 2020.

9. Tracking and reporting of Persons eligible to be Settlement Class Members who request exclusion (the "Opt-Outs") shall be compiled by Defendant and reported to Class Counsel and the Court. Defendant shall pay all costs associated with such tracking and reporting of Persons electing to be excluded from the Settlement Class.

10. Defendant shall pay all costs associated with preparing and publishing the Class Notice.

11. Defendant shall provide and bear the cost of notice to appropriate federal and state officials as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(a).

12. Defendant is directed to file with the Court and serve upon Class Counsel, no later than _____, 2020, a declaration confirming that dissemination of the Notice has taken place in accordance with this Order.

13. The Court finds that the dissemination of the Notice under the terms and in the format provided for in the Agreement and this Order constitutes the best notice practicable under the circumstances, that it is due and sufficient notice for all purposes to all persons entitled to such notice, and that it fully satisfies the requirements of due process and all other applicable laws.

14. A hearing (the "Fairness Hearing") shall be held on _____, at __:__.m., in the Honorable Joseph H. Rodriguez's courtroom, United States District Court, District of New Jersey, to determine whether the proposed settlement of this action should be finally approved as fair, reasonable, and adequate and whether the Final Judgment approving the settlement and dismissing all claims asserted in the litigation on the merits and with prejudice should be entered. The Court will hear Class Counsel's application for attorneys' fees and costs concurrently with the Fairness Hearing. The Court will also hear Class Counsel's application for incentive payments to the Class Representatives at the Fairness Hearing. The Fairness Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to the members of the Class.

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15. Objections by any Settlement Class Member to the Agreement shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, by _____, 2020, such objector (1) files with the Clerk of the United States District Court, District of New Jersey: (i) his, her, or its objection and a statement of the basis for such objection, including the objector's full name, current address, and telephone number; (ii) if applicable, a Notice of Intention to Appear at the Fairness Hearing; and (iii) documentary proof that he, she, or it is a member of the Class, and (2) serves copies of the foregoing and all other papers in support of such objections (including any briefs or declarations) on counsel for the parties identified in the Class Notice. In addition, any Settlement Class Member objecting to the Agreement shall provide a detailed list of any other objections submitted by the objector, or the objector's separate counsel, to any class action settlements submitted in any court in the United States, whether state, federal or otherwise, in the previous five years. A Settlement Class Member need not appear at the Fairness Hearing in order for his, her, or its objection to be considered.

16. The filing of an objection allows Class Counsel or counsel for DraftKings to notice such objecting Settlement Class Member for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objecting Settlement Class Member to make himself, herself, or itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the Settlement Class Member's objection and otherwise denying that Settlement Class Member the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objecting Settlement Class Member or the objecting Settlement Class

Member's separate counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

17. Any Settlement Class Member shall have the right to opt-out of the class and the settlement. To be effective, all requests for exclusion from the Settlement Class must: (1) be in writing, (2) comply with the provisions of and contain the information requested in the Class Notice, and (3) be sent to the mailing address identified in the Class Notice, post-marked by _____, 2020. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

18. Class Counsel shall file any application for an award of attorneys' fees and costs and for incentive payments to the named Plaintiff ("Fee Application") no later than _____, 2020, which shall be set for the same date as the Fairness Hearing.

19. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of final approval of the Settlement Agreement no later than _____, 2020.

20. Counsel for the parties shall file any reply papers in support of final approval of the Settlement Agreement or the Fee Application and in response to any objections from Settlement Class Members by _____, 2020.

21. The settlement on the terms and conditions of the Agreement filed concurrently with the parties' joint motion for preliminary approval is hereby preliminarily approved, but is not to be deemed an admission of liability or fault by Defendant or by any other party or person, or a finding of the validity of any claims asserted in the litigation or of any wrongdoing or of any

violation of law by Defendant. The settlement is not a concession and shall not be used as an admission of any fault or omission by Defendant or any other party or person.

22. Any Settlement Class Member may enter an appearance in the Action and/or may seek to intervene in the Action, individually or through the counsel of their choice at their expense. Other than (a) Settlement Class Members who enter an appearance and (b) Opt-Outs, the Class will be represented by Class Counsel.

23. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Agreement.

24. Summary of Dates and Deadlines:

Last day to disseminate class notice:	15 days after entry of the Preliminary Approval Order
Last day to file papers in support of final approval of the settlement and any application for attorneys' fees, expenses and incentive payments:	14 days after class notice is disseminated
Last day for class members to file comments and objections to the settlement or fee application:	35 days after class notice is disseminated
Last day for class members to opt-out of the settlement class:	35 days after class notice is disseminated
Last day for the parties to file replies to any class member objections:	14 days after the last day for class members to file comments and objections to the settlement or fee application
Fairness Hearing:	21 days after the last day for the parties to file replies to any class member objections

IT IS SO ORDERED.

DATED: _____, 2020

 Hon. Joseph H. Rodriguez
 United States District Judge

RSD

APPROVED AS TO FORM:

DATED: _____, 2020

LAW OFFICES OF WILLIAM H.
PILLSBURY PLLC

By: _____
William H. Pillsbury, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated.

DATED: _____, 2020

THE VERSTANDIG LAW FIRM, LLC

By: _____
Maurice B. VerStandig, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated.

DATED: _____, 2020

BOIES SCHILLER FLEXNER LLP

By: _____
Damien J. Marshall, Esq.
Attorneys for Defendant CROWN NJ
GAMING INC. d/b/a DRAFTKINGS

EXHIBIT B

EXHIBIT B TO THE SETTLEMENT AGREEMENT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CHRISTOPHER LEONG,

Plaintiff,

v.

CROWN NJ GAMING INC. d/b/a
DRAFTKINGS.

Defendant.

Civ. Action No. 19-12424

**FINAL JUDGMENT AND ORDER
APPROVING SETTLEMENT AND
DISMISSING CLAIMS OF SETTLEMENT
CLASS MEMBERS WITH PREJUDICE**

This matter came before the Court for hearing on _____, 2020. The Court, having considered the Motions for Preliminary Approval and Final Approval and the declarations in support thereof, the Settlement Agreement (the "Agreement"), objections and comments received regarding the proposed settlement, the record in the above captioned action (the "Action"), the evidence presented, and the arguments and authorities presented by counsel, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Judgment and Order Approving Settlement and Dismissing Claims of Settlement Class Members with Prejudice (“Final Judgment”), adopts the capitalized terms and their definitions set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the Action, the Class Representative, the Settlement Class Members, and Defendant.

3. The Court finds that the notice to the Class of the pendency of the Action and of this settlement constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class, and fully complied with the requirements of due process and of all applicable statutes and laws.

4. The Court hereby adopts and approves the Agreement and the settlement terms contained therein and finds that it is in all respects fair, reasonable, adequate, just, and in compliance with all applicable requirements of the United States Constitution (including the Due Process Clause) and all other applicable laws, and in the best interest of the parties and the Settlement Class. Any objections have been considered and are hereby overruled. Accordingly, the Court directs the parties and their counsel to implement and consummate the settlement in accordance with the terms and conditions of all portions of the Agreement.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finally certifies the Settlement Class, except for the individuals listed in Attachment A hereto, consisting of:

All persons residing in the United States who paid an entry fee to participate in the promotion DraftKings operated from January 11, 2019 through January 13, 2019 called the “Sports Betting National Championship” (“SBNC”).

The Settlement Class as certified satisfies all the requirements of Rule 23 and United States Constitution, and any other applicable law as more fully set forth in the Court's Preliminary Approval Order, which is incorporated into this Final Judgment by this reference.

SETTLEMENT CLASS

6. In certifying this Action as a class action, the Court hereby finds, in part based upon the waiver of affirmative defenses by Defendant solely with regard to this Action, that:

(a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in this Action is impracticable;

(b) there are questions of law and fact common to the members of the Settlement Class;

(c) the claims of the Named Plaintiff are typical of the claims or defenses of the Settlement Class;

(d) the questions of law and fact common to members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class;

(e) a class action was and is superior to other available methods for the fair and efficient adjudication of the controversy, considering, *inter alia*: (i) the interests of members of the Settlement Class in individually controlling the prosecution or defense of separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by or against members of the Settlement Class; (iii) the desirability or undesirability of prosecuting the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action; and

(f) the Named Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class.

BSJ

SETTLEMENT CONSIDERATION

7. Defendant and Plaintiff are hereby ordered to comply with the terms and conditions contained in the Settlement Agreement, which is incorporated by reference herein and attached hereto as Attachment B.

8. After the Effective Date, and solely for the purposes of the Settlement Agreement, the benefits available under the settlement shall be distributed by Defendant in accordance with the eligibility requirement specified in the Settlement Agreement.

9. Plaintiff, the Settlement Class, and/or Defendant may seek to enforce the provisions of the Settlement Agreement by motion to the Court pursuant to the Court's continuing jurisdiction over the Settlement Agreement as set forth in Paragraph 17 below.

APPLICABILITY

10. The provisions of this Final Judgment are applicable to and binding upon and inure to the benefit of each party to the Action (including each Settlement Class Member and each of Defendant's successors and assigns).

11. To the extent permitted by law and without affecting the other provisions of this Final Judgment, this Final Judgment is intended by the parties and the Court to be *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought individually, or in the name of, and/or otherwise on behalf of the Named Plaintiff or any Settlement Class Member or any others similarly situated in the United States with respect to any and all claims, rights, legal theories, alleged violations of law, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, or losses arising out of or relating to the matters, whether factual or legal, alleged in the Complaint or which could have been alleged in

the Complaint based upon the same alleged facts, with respect to the January 2019 SBNC promotion at any time prior to the date of the Preliminary Approval Order.

12. All Persons who are included within the definition of the Settlement Class and who did not properly file requests for exclusion are therefore bound by this Final Judgment and by the Settlement Agreement.

13. Attachment A to this Final Judgment contains a list setting forth the name of each Person who timely submitted a request for exclusion from the Settlement Class in compliance with the procedures set forth in the Preliminary Approval Order. The Persons so identified shall not be entitled to benefits from the settlement nor bound by this Final Judgment.

**ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES
AND INCENTIVE AWARD**

14. Defendant shall within thirty (30) days after the Effective Date, deliver to Maurice B. VerStandig, at the address set forth in the Agreement, a check payable to "The VerStandig Law Firm, LLC" in the amount of _____ Dollars and No Cents (\$____.00) as Plaintiffs' attorneys' fees, expenses, and costs.

15. Defendant shall within thirty (30) days after the Effective Date, deliver to Maurice B. VerStandig, at the address set forth in the Agreement, a check payable to "Christopher Leong" in the amount of \$7,000.00 as Plaintiff's incentive award.

GENERAL PROVISIONS

16. The provisions of this Final Judgment are entered as a result of a voluntary agreement of the parties. The Settlement Agreement and this Final Judgment are not intended to, and shall not be construed as any admission, express or implied, of any fault, liability or wrongdoing by Defendant, or of the accuracy of any of the allegations in the Complaint.

17. All terms, provisions, obligations and rights as contained in the Settlement Agreement are hereby incorporated into this Final Judgment and the parties are ordered to perform their obligations thereunder, including, but not limited to, the full release of claims. The claims of the Plaintiff shall be and are hereby dismissed with prejudice. Save and except as expressly set forth to the contrary in this Judgment and any judgment issued by this Court regarding Plaintiff's fee application, Plaintiff and Plaintiff's Counsel shall take nothing by their claims and each party shall bear their own fees, costs, and expenses in connection with this Action.

Jurisdiction is retained by this Court for three months following the Effective Date for the purpose of enabling any party to this Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Final Judgment and Settlement Agreement, for the modification of any of the provisions hereof, for enforcement of compliance herewith, and for the punishment of violations hereof.

IT IS SO ORDERED.

DATED: _____, 2020

Hon. Joseph H. Rodriguez
United States District Judge

RSJ

APPROVED AS TO FORM:

DATED: _____, 2020

LAW OFFICES OF WILLIAM H.
PILLSBURY PLLC

By: _____
William H. Pillsbury, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated

DATED: _____, 2020

THE VERSTANDIG LAW FIRM, LLC

By: _____
Maurice B. VerStandig, Esq.
Attorneys for Plaintiff Christopher
Leong on Behalf of Himself and All
Others Similarly Situated

DATED: _____, 2020

BOIES SCHILLER FLEXNER LLP

By: _____
Damien J. Marshall, Esq.
Attorneys for Defendant CROWN NJ
GAMING INC. d/b/a DRAFTKINGS

ATTACHMENT A

[List of Opt-Outs]

BS

EXHIBIT C

LEONG V. CROWN NJ GAMING INC. SETTLEMENT CLAIM FORM

(Must be postmarked by or emailed so it is received by _____.)

Pursuant to the terms of the settlement in the lawsuit entitled *Leong v. Crown NJ Gaming Inc.* ("DraftKings"), you have been identified as a Class Member and may claim the following form of settlement relief:

One Hundred Fifty (150) DraftKings Dollars deposited to your personal DraftKings account

In order to receive the benefit described above, you must provide the customer information below, sign the Claim Form, and either email a scanned copy of the Claim Form as a .pdf attachment to _____@_____ or mail this Claim Form to:

DraftKings Settlement Claims Administrator
[Insert address]

If mailed, your properly completed and signed Claim Form must be postmarked by the date stated above.

If emailed, your properly completed and signed Claim Form must be received by DraftKings by the date stated above.

Customer Information (please print):
(In filling out your information, please use the same information as shown on your DraftKings account profile,)

Name: _____

DraftKings Username: _____

E-mail Address: _____

Telephone Number: _____

Street Address: _____

City, State, ZIP Code: _____

Signature: _____

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EXHIBIT D

**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you paid an entry fee to participate in the promotion DraftKings operated from January 11, 2019 through January 13, 2019 called the “Sports Betting National Championship” (the “SBNC”) you could receive benefits from a class action settlement.

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

- The settlement will provide benefits to certain individuals who paid an entry fee to participate in the SBNC which was operated by DraftKings from January 11, 2019 through January 13, 2019.
- The benefits available include complimentary “DraftKings Dollars” which may be used, subject to their ordinary terms and conditions, to play in various games operating by DraftKings.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM FORM	Get full benefits. You will also give up your rights to sue DraftKings about the legal claims in this case.
EXCLUDE YOURSELF	Opt-out of the settlement and get no benefit.
OBJECT OR COMMENT	Write to the Court about why you do or don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Give up full benefits and your rights to sue DraftKings about the legal claims in this case.

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**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

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**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

BASIC INFORMATION

1. Why did I receive this notice?

You received this notice because you may have participated in a promotion operated by DraftKings from January 11, 2019 through January 13, 2019, called the “Sports Betting National Championship.”

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, DraftKings will distribute the settlement benefits after all appeals are resolved.

This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Leong v. Crown NJ Gaming Inc.*, No. 1:19-cv-12424-JHR-JS. The people who sued are called Plaintiffs and the company they sued, Crown NJ Gaming Inc., which does business as the entity known as DraftKings, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs allege that DraftKings administered the rules of the Sports Betting National Championship inconsistently by, for instance, (1) failing to post rules explaining what events could be bet on as part of the promotion; (2) arbitrarily rejecting wagers on certain events without explanation; (3) failing to accept or reject participant wagers within a consistent timeframe; and (4) failing to use automatic “grading” for accepted wagers, which resulted in a delay for some participants to receive funds from successful wagers. DraftKings denies these claims and maintains, among other things, that the Sports Betting National Championship promotion was at all times, and for all participants, operated consistently with the applicable terms and conditions, which were adequately set forth for all participants prior to entering the promotion. However, to avoid the burden and cost of further litigation, DraftKings has agreed to provide certain benefits to Sports Betting National Championship participants and sponsors to settle this matter.

3. Why is this a class action lawsuit?

In a class action, one or more people, called Class Representatives (in this case Christopher Leong), sue on behalf of people who have similar claims. All of these people form a Class and are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Joseph H. Rodriguez is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will quickly receive a benefit. The Class Representatives and the attorneys think the settlement is best for the Class.

**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

WHO IS IN THE SETTLEMENT

To see if you will receive any benefits from the settlement, you must first determine if you are a Class Member.

5. How do I know if I am part of the settlement?

Judge Rodriguez decided that everyone who fits this description is a Class Member: *All persons residing in the United States who paid an entry fee to participate in the promotion DraftKings operated from January 11, 2019 through January 13, 2019 called the "Sports Betting National Championship" ("SBNC").*

6. I'm still not sure if I'm included.

If you are still not sure whether you are a Class Member, you can ask for help by calling 1-415-000-0000.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What can I get from the settlement?

It has been determined that you are a part of the Settlement Class. You are therefore entitled to the following benefit:

- One hundred fifty (150) "DraftKings Dollars" deposited in to your personal DraftKings account.

HOW CAN I GET MY BENEFIT—SUBMITTING A VALID CLAIM FORM

8. How can I get a benefit?

In order to receive the benefit for which you are eligible, you must fully and accurately fill out and submit the claim form attached to this notice. You can also download a claim form at [www.\[websitename\].com](http://www.[websitename].com). Read the instructions carefully, fill out and sign the form, and **either** mail the completed form to DraftKings Settlement Claims Administrator / DraftKings Settlement Claim Forms [insert address] **or** e-mail the completed form, as a scanned .pdf attachment, to [e-mail address] so that it is postmarked (if mailed) or received (if e-mailed) no later than _____, 2020.

9. When will I get my benefit?

If you timely submit a fully and accurately completed claim form, DraftKings will deposit one hundred fifty (150) "DraftKings Dollars" in to your personal DraftKings account within [X] days after it is received or, if there are appeals in this case, within [X] days after all appeals are resolved.

**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

10. What am I giving up to get a benefit and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against DraftKings about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you stay in the Class, you will agree to release all claims against DraftKings, DGMB Casino, LLC, a New Jersey limited liability company ("DGMB Casino") and Resorts Digital Gaming, LLC, a New Jersey limited liability company ("Resorts Digital Gaming") that members of the Class have alleged or could have alleged in this lawsuit regarding DraftKings's January 2019 Sports Betting National Championship promotion, including, but not limited to, claims for money damages or monetary relief. The full release is available in the Settlement Agreement.

The settlement and release will extend to Crown NJ Gaming Inc. d/b/a DraftKings, DGMB Casino and Resorts Digital Gaming; the past and present direct and indirect parents, subsidiaries, and affiliated persons of all of the foregoing; the officers, directors, employees, partners, shareholders, agents, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing. If you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this settlement and to have settled and released, among other things, the above described claims.

If the settlement is approved by the Court and becomes final, the settlement will be consummated and the case will end. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a benefit from this settlement or want to keep the right to sue or continue to sue DraftKings on your own about the legal issues in this case, then you must take steps to exclude yourself from (or "opt-out" of) the Settlement Class.

11. How do I get out of the settlement?

To validly exclude yourself from the Class, you must send a letter by mail that is signed by you and includes: (1) a specific statement that you request exclusion from the Class in *Leong v. Crown NJ Gaming Inc.*, No. 1:19-cv-12424-JHR-JS; and (2) your full name, address and telephone number. You must mail your exclusion request postmarked no later than _____, 2020, to:

DraftKings Settlement Claims Administrator
DraftKings Settlement Exclusions
[Insert address]

You cannot exclude yourself by phone or e-mail. If you ask to be excluded, you will not get any settlement benefit and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) DraftKings.

RSJ

**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

12. If I don't exclude myself, can I sue DraftKings, DGMB Casino and Resorts Digital Gaming for the same thing later?

No. Unless you exclude yourself, you give up the right to sue DraftKings DGMB Casino and Resorts Digital Gaming for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

13. If I exclude myself, can I get any of the benefits offered in this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any benefit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the law firms Law Offices of William H. Pillsbury PLLC, and the VerStandig Law Firm, LLC to represent you and all Class Members. The law firms are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees and costs up to \$66,288.00, and incentive payments of \$7,000.00 for the Class Representative, Christopher Leong. The Court may award less than these amounts. DraftKings has agreed not to oppose these attorneys' fees, costs, and incentive payments and will separately pay the amounts that the Court awards, not to exceed the above amounts. These amounts will not be paid by Class Members and will not reduce the benefits available to Class Members.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or don't like the settlement?

If you are a Class Member, you can tell the Court that you like the settlement and it should be approved, or that you object to the settlement and think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will be bound by the terms of the Settlement.

To object, you must mail a written objection to each of the following addresses postmarked no later than _____, 2020:

COURT	COUNSEL
Clerk of the Court Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Room 1050 Camden, NJ 08101	DraftKings Settlement Comments/Objections [INSERT ADDRESS]

EXHIBIT C TO THE SETTLEMENT AGREEMENT

Your written objection must include: (1) your full name, address and telephone number; (2) your specific objection and a statement of its basis; (3) documentary proof that you are a member of the class; and (4) if you want to speak at the Fairness Hearing at which the Court will consider whether to finally approve the proposed settlement, a Notice of Intention to Appear (see #21 below) with any papers and briefs you intend to discuss at the hearing. In addition, you must state whether you or your separate counsel, if any, has objected to any class action settlement submitted to any court in the United States in the last five years; and if you or your separate counsel has so objected, you must provide a detailed list of the objections. If you file an objection, Class Counsel or counsel for DraftKings may take your deposition and seek evidence from you that is relevant to your objection.

17. What is the difference between objecting to the settlement and excluding myself from the settlement?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the settlement. You may attend and you may speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at the United States District Court, District of New Jersey, Camden Division, in the Honorable Joseph H. Rodriguez's courtroom, 4th & Cooper Streets, Courtroom 5D, Camden, New Jersey, 08101 on _____, 2020, at __:0__ .m. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much DraftKings should pay to Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take the Court to make a decision.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Rodriguez may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you send your written objection on time, the Court will consider it. However, if you file an objection but choose not to appear at the Fairness Hearing, you may waive your right to appeal from any Court order concerning your objection. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**EXHIBIT C TO THE
SETTLEMENT AGREEMENT**

20. May I speak at the hearing?

If you do not exclude yourself from the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your Notice of Intention to Appear in *Leong v. Crown NJ Gaming Inc.*. The letter must include your full name, address, telephone number, and signature and be mailed to the following addresses postmarked no later than _____, 2020:

COURT	COUNSEL
Clerk of the Court Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Room 1050 Camden, NJ 08101	DraftKings Settlement Notice of Intention to Appear [INSERT ADDRESS]

You cannot speak at the Fairness Hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing at all, you'll receive none of the benefits offered in this settlement. But, unless you exclude yourself, you won't be able to start, continue or be a part of any other lawsuit against DraftKings about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which can be reviewed at [www.\[websitename\].com](http://www.[websitename].com).

23. How do I get more information?

You can get more information about this litigation and the settlement at [www.\[websitename\].com](http://www.[websitename].com). If you have questions about your legal rights or entitlements, you may contact Class Counsel at [insert contact information]. If you have questions about the administration of your claim, you may contact DraftKings by calling 1-000-000-0000 or sending an e-mail to [insert DraftKings e-mail address]. Please do not contact DraftKings through any other e-mail address, website or telephone number about the settlement, as regular DraftKings Customer Service representatives will be unable to assist you with this matter.