

CLASS ACTION NOTICE¹ OF SETTLEMENT

*Dr. Gregory Katopodis et al v.
Plainville Gaming & Redevelopment, LLC
d/b/a Plainridge Park Casino*

Case No. 2184-CV-01937-BLS1

**Authorized by the Honorable Christopher Barry-Smith
Justice of the Suffolk County Superior Court
Boston, Massachusetts**

1. Why Are You Getting This Settlement Notice?

The purpose of this Settlement Notice is to advise you about the settlement of a class action lawsuit, *Katopodis et al v. Plainville Gaming and Redevelopment, LLC d/b/a Plainridge Park Casino*, Civil Action No. 2184-CV-01937-BLS1, pending in the Superior Court of Massachusetts, Suffolk County. The Action was filed on August 26, 2021, by Dr. Gregory Katopodis, Alan Casso, David Carlson, Kim Joyal, and Edward Petersen against Plainridge Park Casino on behalf of members of Plainridge Park Casino's rewards-card program who gamed at Plainridge Park Casino between August 25, 2017, and November 30, 2023, after having gamed at Plainridge Park Casino in the preceding two years. After substantial litigation, the Parties have agreed to settle the Action, which is memorialized in a proposed written Class Action Settlement Agreement (the "Agreement").

Plainridge Park Casino's records have identified you as a Settlement Class Member in this Action.

¹ [Translated into Spanish, Portuguese, Chinese, and Creole] This Settlement Notice concerns a class action settlement that may affect your rights. Go to, **www.PlainridgeParkCasinoSettlement.com** to read a translated version of this Settlement Notice.

This Settlement Notice gives you a brief summary of the terms of the Agreement, explains what rights you and other members of the Settlement Class have, and is intended to help you and other Settlement Class Members make informed decisions about what action to take. This is an important legal document. We recommend that you read all of it.

2. What Is This Action About?

Dr. Gregory Katopodis, Alan Casso, David Carlson, Kim Joyal, and Edward Petersen (collectively, “Plaintiffs”) were members of Plainridge Park Casino’s rewards-card program. They brought this Action in August 2021, alleging that Plainridge Park Casino failed to send rewards-card members monthly statements setting forth their total bets, wins, and losses, or notices informing them how they could obtain such information, which Plaintiffs allege was in violation of Massachusetts law.

Plainridge Park Casino denies the allegations and contends that it acted in full compliance with all laws.

Although the Court has not decided who is right and who is wrong, both sides have agreed to resolve this dispute by entering into the Agreement. In exchange for certain payments by Plainridge Park Casino, described in Question 5 below, Plaintiffs and Settlement Class Members, including you, will release certain claims against Plainridge Park Casino concerning gambling and gaming as detailed in the Agreement. For more information about this and other terms of the Agreement, you may consult the Agreement, which is on file with the Court and can also be viewed on the Settlement Website, **www.PlainridgeParkCasinoSettlement.com**.

A settlement avoids the expense and delay of a trial and provides monetary relief to the Settlement Class Members more quickly. The Plaintiffs and Plaintiffs’ Counsel representing the Settlement Class believe that the Agreement is in the best interest of the Settlement Class.

The Court has preliminarily approved the Agreement. On **December 17, 2025, at 2:00 PM E.T.**, the Court will hold a Final Approval Hearing at the Suffolk County Superior Courthouse, 3 Pemberton Square, Boston, MA 02108, in Room 1015, to determine whether: the Agreement provides for a fair, reasonable, and adequate settlement of this Action; certification of the Settlement Class is proper; and the Agreement, including the settlement payments listed below in Question 5, should be finally approved.

As explained below, you have the right to file an objection to the Agreement.

3. What Are Your Options?

This Settlement Notice is intended to help you understand your rights. After reading it, you must decide what to do. You have two options:

DO NOTHING	If you do nothing, and the Court orders final approval of the Agreement, you will automatically receive the Settlement Award and will be bound by the Court's Final Judgment and the Released Claims detailed in the Agreement.
OBJECT TO THE SETTLEMENT	You have the right to object to the Agreement and explain to the Court why it should not approve the Agreement. The Court can only approve or deny the Agreement as is—it cannot change the terms of the Agreement. To object, you must, object by the Objection Deadline of December 10, 2025, file with the Court and serve on the attorneys for the Parties (to the addresses in Question 6 below) a written statement objecting to the Agreement. If you do not do so, by the Objection Deadline, you waive all objections, are prohibited from objecting to the Agreement in the future, and will not be heard at the Final Approval Hearing currently scheduled for December 17, 2025. If you object by the Objection Deadline, the Court will consider your views in determining whether or not to grant final approval of the Agreement. Your written objection must state the case name and number (<i>Katopodis et al v. Plainville Gaming and Redevelopment, LLC</i>, Case No. 2184-CV-01937-BLS), explain the reason(s) for your objection, include all legal briefs and supporting papers for your objection, identify your attorney if you have one, and include your signature. You may, but do not need to, hire your own attorney to help you object. If you choose to hire your own attorney, you will do so at your expense. Even if you fail to comply with the above procedure, all objections filed with the Court and served on counsel for the Parties will be brought to the Court's attention, and the Court may exercise its discretionary powers to hear such objections.

4. Who Are Your Representatives?

The Court approved Rudolph Friedmann LLP to represent the Settlement Class Members as Plaintiffs' Counsel. Rudolph Friedmann LLP's contact information is listed below. The Court approved Dr. Gregory Katopodis, Alan Casso, David Carlson, and Kim Joyal as representatives of the Settlement Class. The Settlement Class representatives are named Parties to the Action. They were actively involved in discovery, participated in mediation, approved of the Agreement, and otherwise represented the Settlement Class Members' interest during the pendency of this Action.

By remaining a Settlement Class Member, you consent to having Rudolph Friedmann LLP and the Plaintiffs make further decisions regarding the settlement. You do not have to pay Rudolph Friedmann LLP directly for its services.

5. What Compensation Does the Settlement Agreement Offer?

The Agreement provides that, in exchange for the Released Claims by Plaintiffs and the Settlement Class Members as described in the Agreement, Plainridge Park Casino will pay \$4,175,000 into the Settlement Fund. Subject to the Court's approval, the Settlement Fund will be used to make Settlement Award and Incentive Award payments, pay Plaintiffs' Counsel Fee Award and out-of-pocket costs, and cover Administration Costs. Any unclaimed funds will then be donated to a Non-Profit entity whose purpose is to address problem gambling in Massachusetts. Under the terms of the Agreement, the Settlement Fund will be divided as follows:

- Settlement Awards. There are approximately one hundred and thirty thousand (130,000) members of the Settlement Class, each of whom will receive a Settlement Award of approximately \$21.50, including you. If you fail to do what is necessary to receive your Settlement Award within ninety (90) days of issuance, the Agreement provides that your Settlement Award will be forfeited by you and will be paid as residual funds to the Non-Profit entity described below.
- Incentive Awards. Dr. Gregory Katopodis, Alan Casso, David Carlson, Kim Joyal, and Edward Petersen (who passed away during this case) were named Plaintiffs in this Action beginning in August 2021. Since then, Plaintiffs spent significant time and effort to prosecute this case on behalf of all potential Settlement Class Members, including you. As compensation for that service, the Agreement calls for a payment to each in the following amounts: (1) \$36,071 to Dr. Katopodis, of which \$16,071 is reimbursement of expenses he paid, and (2) \$20,000 each to Mr. Casso, Mr. Carlson, Ms. Joyal, and Nicole Blongiewicz on behalf of the Estate of Edward Petersen.

- Plaintiffs' Counsel Fee Award & Out-of-Pocket Costs. Rudolph Friedmann LLP represented Plaintiffs for the entirety of this Action on a contingency fee basis. That means Rudolph Friedmann LLP spent time and advanced money prosecuting this case while not being paid or reimbursed for its services. As such, Rudolph Friedmann LLP took significant risk in that, if Plaintiffs did not prevail, it would not receive payment or be reimbursed for expenses advanced for this Action. As compensation to Rudolph Friedmann LLP for its representation of Plaintiffs and the Settlement Class Members, the Agreement provides for a Fee Award of up to 25% of the Settlement Fund (up to \$1,043,750) plus no more than \$55,000 for out-of-pocket expenses. Notwithstanding its right to seek additional compensation from Plaintiffs, Rudolph Friedmann LLP has agreed to these limitations on their requests.
- Administration Costs. The Court approved Kroll Settlement Administration LLC ("Kroll") to act as the Settlement Administrator of the above settlement payments. As the Settlement Administrator, Kroll is responsible for sending this Settlement Notice to you, creating and maintaining a Settlement Website and call center to provide information about this Action and the Agreement, disbursing the payments awarded by the Court to the Settlement Class Members and other interested parties, and performing other duties as ordered by the Court or as agreed to by counsel for the Parties. Payment to Kroll is expected to be in the amount of approximately one hundred forty thousand dollars (\$140,000) for its services.
- Residual Funds. Any residual funds that remain after all approved payments are made, including the amount of any Settlement Awards that are forfeited, will be paid to either: (1) Serious About Solutions Inc.,² if approved by the Court; or (2) another recipient if Serious About Solutions Inc. is not approved by the Court. If the Parties cannot agree on a recipient within 21-days after the Court's Determination that Serious About Solutions is not approved as the recipient, any residual funds will be dispersed to the Massachusetts IOLTA Committee.

If the Agreement is approved, you will be able to designate your preferred Payment Method via a secure portal on the Settlement Website. You will be able to receive your Settlement Award either electronically (via Zelle or other electronic means) or by physical check mailed to you. If you do not elect a Payment Method within thirty (30) days of final approval, Kroll will issue your Settlement Award via a Payment Method it decides is most appropriate.

² Serious About Solutions Inc. is a Massachusetts non-profit corporation founded by certain Plaintiffs and their affiliates to focus on community collaboration to help address gambling addiction within the Commonwealth

6. Where Can I Go To Get More Information?

If you have any questions about this settlement, want to view the Agreement or other important documents, want to learn more about this Action, or to elect a Payment Method, please refer to the Settlement Website: **www.PlainridgeParkCasinoSettlement.com**. You can also obtain information by calling **toll-free (833) 630-5412** or by directly contacting the Settlement Administrator at:

Katopodis, et al. v. Plainville
Gaming and Redevelopment, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

If you intend to object to the Agreement, you must file your objection with the Court and serve all papers on the following attorneys **by the Objection Deadline, December 10, 2025**:

<i>For Plaintiffs and the Settlement Class</i>	<i>For Plainridge Park Casino</i>
Jonathon D. Friedmann, Esq. Eric J. Walz, Esq. Rudolph Friedmann LLP 92 State Street Boston, MA 02109 jfriedmann@rflawyers.com ewalz@rflawyers.com	Jonathan M. Albano, Esq. Nathaniel P. Bruhn, Esq. Morgan, Lewis & Bockius LLP One Federal Street Boston, MA 02110 jonathan.albano@morganlewis.com nathaniel.bruhn@morganlewis.com
<i>Court</i> Justice Christopher K. Barry-Smith Superior Court Business Litigation Session (BLS1) Courtroom 1015 Three Pemberton Square Boston, MA 02108	

Please do not contact the Court, Plainridge Park Casino, or Plainridge Park Casino's attorneys with questions about the Settlement Agreement or the Action.