
NOTICE PRIOR TO THE APPROVAL OF THE SETTLEMENT

Class action regarding the game Texas Hold'em Poker on the OK Poker Platform

A settlement (the “**Settlement**”) has been reached, subject to Court approval, between Plaintiff Ms. Bertucci (the “**Plaintiff**”) and the Société des loteries du Québec and the Société des casinos du Québec inc. (collectively, “**Loto-Québec**”) as well as IGT Canada Solutions ULC (“**IGT**”, and collectively with Loto-Québec, the “**Defendants**”) in the class action in connexion with the Texas Hold'em Poker game on the OK Poker platform in Québec Superior Court file No. 500-06-001073-200 (the “**Class Action**”).

This Settlement may impact your rights, whether you act or not. Please read this Notice carefully.

GENERAL INFORMATION

Why did I receive this email?

You are receiving this email because during the Class Period, namely between July 9, 2019 and March 15, 2021, you paid an amount to Loto-Québec to play the Texas Hold'em Poker game on the OK Poker platform.

The purpose of this Notice is to inform you that the Plaintiff and the Defendants have reached a Settlement, thereby ending the class action. All parties concerned believe that the Settlement represents the best solution to settle the conflict in a fair and equitable manner and will ask the Québec Superior Court to approve it.

You are automatically included and bound by the Settlement, should it be approved by the Court, because you did not opt out of the Class Action prior to the end of the opt out period which expired on April 29, 2021.

The Québec Superior Court will hold a hearing to decide whether it must approve the Settlement. You can attend the hearing to be held on **March 29, 2023 at 9 a.m.** in **Room 14.07** at the Montréal Courthouse, located at 1 Notre-Dame Street East in Montréal (the “Hearing”).

What was the purpose of this Class Action?

The Plaintiff alleges that, between July 9, 2019 and May 18, 2020, only the players using an iPad could see the hidden individual cards of the winners of uncontested hands in the hands history on the OK Poker platform, and that these players who are using an iPad would have consequently obtained an unfair advantage as compared to players who use a computer to play Poker Texas Hold'em on the OK Poker platform, which, according to the Plaintiff, constitutes an error under the Québec Civil Code and/or a violation of the *Consumer Protection Act*, CQLR, c. P 40.1 (the “CPA”).

These allegations have not been proven in Court and are being contested by the Defendants who claim that at all times they abided by all applicable laws and, in particular, that all players could access the same information in the hands history, whichever device they chose to play the game on.

Who are the members of the Settlement Class?

You are a member of the Settlement class if, between July 9, 2019 and March 15, 2021, you paid an amount to Loto-Québec to play the Texas Hold'em Poker game on the OK Poker platform, and you did not opt out of the Class Action.

The Class Members of the Settlement are divided into two categories:

1. Active Members of the Settlement class: means any Member of the Settlement Class except for the Self-Excluded Members of the Settlement Class;
2. Self-Excluded Members of the Settlement Class: means any individual who falls within the definition of the Settlement Class and who, on February 1, 2023, is registered with Loto-Québec's Self-Exclusion program.

SUMMARY OF THE SETTLEMENT

What does the Settlement provide for?

Without any admission of liability, in order to avoid a trial and the additional costs and expenses related to the conduct of a trial, if the Settlement is approved by the Superior Court, the Defendants agree to pay to each Self-Excluded Member of the Settlement Class who submits a claim, a one-time maximum cheque of \$45.00 CAD each, according to the total number of approved claims (a "**Cheque**").

According to the information made available to Loto-Québec as of this day, you are a Self-Excluded Member of the Settlement Class. For the purposes of the Settlement, you will be treated as a Self-Excluded Member of the Settlement Class even if your registration with Loto-Québec's Self-Exclusion Program was to end before the execution of the Settlement.

All members of the Settlement Class i) acknowledge that the foregoing constitutes a complete settlement of their claims as alleged in the Class Action; and ii) accept and waive their right to any claim against the Defendants he/she may have arising out of, or related in any way whatsoever to, the allegations of the Class Action.

The Settlement also provides that the Attorneys for the Class will ask the Court to approve their fees and disbursements in the amount of \$90,000 CAD, plus taxes. This amount will be paid in addition to the compensations offered to the Members of the Settlement Class.

Am I eligible to receive a Cheque?

In the event that the Superior Court approves the Settlement, if you are a Self-Excluded Member of the Settlement class, you are eligible to receive a Cheque if you submit a request. Where appropriate, you will receive a Notice following the approval of the Settlement by the Superior Court of Québec inviting you to click on a hyperlink in order to claim a Cheque. You must confirm your mailing address with the Administrator of the Settlement so that the Cheque may be sent to you. Once the Administrator of the Settlement has completed the claims process, the Cheque will be sent to you by mail no later than sixty-five (65) days after the completion of the claims process.

OBJECTION OR COMMENT ON THE SETTLEMENT

If you believe that you have objections to the Settlement being approved by the Court, you may notify the Court accordingly by following the steps outlined hereafter:

How may I notify the Court that I wish to object to the Settlement it is approving

To submit the Court of your objection or comment, you must send a document to the Class Attorneys at least five (5) days prior to the Hearing at the address mentioned hereafter. The document must contain the following information:

1. Case name and Court number of the class action: *Bertucci v. Société des Loteries du Québec inc. et al.* S.C.M.: 500-06-001073-200;
2. Your complete name and your current address, telephone number and email address;
3. The email address linked to the Espacejeux account;
4. The reasons for your objection to the Settlement or your comment on it.

Do I need to have an attorney to object the Settlement or to make a comment?

No. You can object to the Settlement or comment on it without seeking the services of an attorney. If you wish to be represented by an attorney, you may hire one at your own cost.

If I object to the Settlement or if I make a comment and it is approved, will I still be eligible for a Cheque?

Yes. If, despite your objection or comment, the Settlement is approved, you may still obtain a Cheque if you are admissible.

TO INTERVENE IN THE CLASS ACTION

A Class Member may ask the Court's authorization to intervene if the intervention is deemed useful to the Class. A Class Member who intervenes must submit himself/herself to a pre-trial examination upon the Defendants' request. A Class Member who does not intervene cannot be subject to a pre-trial examination unless the Court deems it useful to decide the issues of law or of fact to be processed collectively.

A Class Member other than the Representative or an Intervenor cannot be required to pay the legal costs arising of the Class Action.

FOR MORE INFORMATION

Where can I find more information?

For more information and to access a copy of the Settlement and its schedules, please consult the following Internet website: <https://www.lpclex.com/poker>

If you have any questions about submitting your claim, you may contact the Settlement Administrator:

Velvet Payments Inc.
5900 Andover Avenue, Suite 1
Montreal, QC, H4T 1H5
poker@velvetpayments.com
1-888-770-6892

You may also contact Class Counsel:

Mtre Joey Zukran
LPC AVOCAT INC.
276 Saint-Jacques Street, Suite 801
Montréal, QC, H2Y 1N3
jzukran@lpclex.com

In case of discrepancy between this Notice and the Settlement Agreement, the provisions of the Settlement Agreement will prevail. Unless otherwise defined herein, capitalized terms in this Notice have the meanings given to them in the Settlement Agreement.

The publishing of this Notice has been approved by the Court