

EXHIBIT 2

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3
4 CHRISTIAN A. FELIPE,

5 *Plaintiff,*

6 v.

7 PLAYSTUDIOS, INC., et al.,

8 *Defendants.*

Case No. 2:22-cv-01159-RFB-NJK

Hon. Richard F. Boulware, II

9 **[PROPOSED] ORDER AND FINAL JUDGMENT**

10 On the 14th day of October, 2025, a hearing having been held before this Court to
11 determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement
12 dated March 5, 2025 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all
13 claims asserted by the Settlement Class against the Defendants (as defined in the Stipulation),
14 including the release of the Released Claims against the Released Parties, and should be approved;
15 (2) whether judgment should be entered dismissing the Action with prejudice; (3) whether to
16 approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net
17 Settlement Fund among Settlement Class Members; (4) whether and in what amount to award Lead
18 Counsel fees and reimbursement of expenses; and (5) whether and in what amount to award
19 Plaintiffs reimbursement awards; and

20 The Court having considered all matters submitted to it at the hearing and otherwise; and

21 It appearing in the record that the Postcard Notice substantially in the form approved by the
22 Court in the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action
23 Settlement, dated June 27, 2025 (“Preliminary Approval Order”) was mailed to all reasonably
24 identifiable Settlement Class Members; and of Pendency and the Notice of Proposed Settlement of
25 Class Action (“Long Notice”) was posted to the website of the Claims Administrator, both in
26 accordance with the Preliminary Approval Order and the specifications of the Court; and

27 It appearing in the record that the Summary Notice of Pendency and Proposed Class Action
28 Settlement substantially in the form approved by the Court in the Preliminary Approval Order was

published in accordance with the Preliminary Approval Order and the specifications of the Court;

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation (Dkt. No. 164-2), and all capitalized terms used herein shall have the same meanings as set forth therein.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all Settlement Class Members, and the Defendants.

3. The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

(a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable;

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

(c) Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent;

(d) Plaintiffs and Lead Counsel fairly and adequately represent the interests of the Settlement Class;

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

(f) a class action is superior to other available methods for the fair and efficient adjudication of this Action, considering:

i. the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions;

ii. the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members;

iii. the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and

1 iv. the difficulties likely to be encountered in the management of the class
2 action.

3 The Settlement Class is being certified for settlement purposes only.

4 4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, for
5 settlement purposes only, the Court hereby finally certifies this action as a class action for a
6 Settlement Class consisting of all persons and entities who: (a) purchased or otherwise acquired
7 public shares in PLAYSTUDIOS, Inc. (“Playstudios”) (including by way of exchange of publicly-
8 listed Acies Acquisition Corp. (“Acies”) shares) pursuant to or traceable to the Proxy/Registration
9 Statement (as defined in the Stipulation); (b) were solicited to approve the merger between
10 Playstudios and Acies and who exchanged publicly listed Acies shares for Playstudios Class A
11 Ordinary Shares rather than redeeming the same pursuant to the Proxy/Registration Statement; or
12 (c) that purchased or acquired Playstudios common stock between August 11, 2021, and May 5,
13 2022, both dates inclusive (“Settlement Class Period”); and as to any of (a)-(c) were allegedly
14 damaged thereby. Excluded from the Settlement Class are: (a) Defendants and their immediate
15 families; (b) current and former directors or officers of Playstudios or Acies; (c) any entity that has
16 entered into a stockholder agreement or co-venture agreement with Playstudios, or was a Private
17 Investment in Public Equities investor in Playstudios; and (d) any entity controlled, majority-owned
18 or wholly owned, or affiliated with any of the above. Pursuant to Rule 23 of the Federal Rules of
19 Civil Procedure, and for settlement purposes only, Plaintiffs are certified as the class representatives
20 on behalf of the Settlement Class (“Class Representatives”) and Lead Counsel, Pomerantz LLP,
21 previously selected by Plaintiffs and appointed by the Court is hereby appointed as Class Counsel
22 for the Settlement Class (“Class Counsel”).

23 5. In accordance with the Court’s Preliminary Approval Order, the Court hereby finds
24 that the forms and methods of notifying the Settlement Class of the Settlement and its terms and
25 conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure,
26 and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. §78u-4(a)(7), as amended by the Private
27 Securities Litigation Reform Act of 1995; constituted the best notice practicable under the
28 circumstances; and constituted due and sufficient notice of these proceedings and the matters set

1 forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to
2 such notice. No Settlement Class Member is relieved from the terms and conditions of the
3 Settlement, including the releases provided for in the Stipulation, based upon the contention or
4 proof that such Settlement Class Member failed to receive actual or adequate notice. A full
5 opportunity has been offered to the Settlement Class Members to object to the proposed Settlement
6 and to participate in the hearing thereon. The Court further finds that the notice provisions of the
7 Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined
8 that all Settlement Class Members are bound by this Order and Final Judgment.

9 6. There have been no objections to the Settlement.

10 7. In light of the benefits to the Class, the complexity, expense, and possible duration
11 of further litigation against Defendants, the risks of establishing liability and damages, and the costs
12 of continued litigation, the Settlement is approved as fair, reasonable and adequate under Rule 23
13 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. This Court
14 further finds that the Settlement set forth in the Stipulation is the result of good faith, arm's-length
15 negotiations between experienced counsel representing the interests of the Class Representatives,
16 Settlement Class Members and Defendants. The Parties are directed to consummate the Settlement
17 in accordance with the terms and provisions of the Stipulation.

18 8. The Action and all claims contained therein, as well as all of the Released Claims,
19 are dismissed with prejudice as against each and all of the Defendants. The Parties are to bear their
20 own costs, except as otherwise provided in the Stipulation.

21 9. The Releasing Parties, on behalf of themselves, their successors and assigns, and
22 any other Person claiming (now or in the future) through or on behalf of them, regardless of whether
23 any such Releasing Party ever seeks or obtains by any means, including without limitation by
24 submitting a Proof of Claim and Release Form, any disbursement from the Settlement Fund, shall
25 be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally,
26 and forever released, relinquished, and discharged all Released Claims against the Released Parties.
27 The Releasing Parties shall be deemed to have, and by operation of this Order and Final Judgment
28 shall have, covenanted not to sue the Released Parties with respect to any and all Released Claims

1 in any forum and in any capacity. The Releasing Parties shall be and hereby are permanently barred
2 and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any
3 way participating in the commencement or prosecution of any action or other proceeding, in any
4 forum, asserting any Released Claims, in any capacity, against any of the Released Parties. Nothing
5 contained herein shall, however, bar the Releasing Parties from bringing any action or claim to
6 enforce the terms of the Stipulation or this Order and Final Judgment.

7 10. To the fullest extent permitted by law, all Persons shall be permanently enjoined,
8 barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions, or
9 causes of action for contribution, indemnity or otherwise against any of the Released Parties
10 seeking as damages or otherwise the recovery of all or any part of any liability, judgment or
11 settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any
12 Settlement Class Member arising out of, relating to or concerning such Persons' participation in
13 any acts, facts, statements or omissions that were or could have been alleged in the Action, whether
14 arising under state, federal or foreign law as claims, cross-claims, counterclaims, third-party claims
15 or otherwise, in the Court or any other federal, state, or foreign court, or in any arbitration
16 proceeding, administrative agency proceeding, tribunal, or any other proceeding or forum. Further,
17 nothing in the Stipulation or this Order and Final Judgment shall apply to bar or otherwise affect
18 any claim for insurance coverage by any Defendant.

19 11. Each Settlement Class Member, whether or not such Settlement Class Member
20 executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation,
21 the release of claims as set forth in the Stipulation.

22 12. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable
23 method to allocate the Net Settlement Fund among Settlement Class Members, and Lead Counsel
24 and the Claims Administrator are directed to administer the Plan of Allocation in accordance with
25 its terms and the terms of the Stipulation. Defendants have no responsibility with respect to the
26 Plan of Allocation.

27 13. The Court finds that all Parties and their counsel have complied with all
28 requirements of Rule 11 of the Federal Rules of Civil Procedure and the Private Securities

1 Litigation Record Act of 1995 as to all proceedings herein.

2 14. Neither this Order and Final Judgment, the Stipulation (nor the Settlement contained
3 therein), nor any of its terms and provisions, nor any of the negotiations, documents or proceedings
4 connected with them:

5 (a) is or may be deemed to be, or may be used as an admission, concession, or
6 evidence of, the validity or invalidity of any Released Claims, the truth or falsity of
7 any fact alleged by Plaintiffs, the sufficiency or deficiency of any defense that has
8 been or could have been asserted in the Action, or of any wrongdoing, liability,
9 negligence or fault of the Defendants, the Released Parties, or any of them;

10 (b) is or may be deemed to be or may be used as an admission of, or evidence
11 of, any fault or misrepresentation or omission with respect to any statement or
12 written document attributed to, approved or made by any of the Defendants or
13 Released Parties in any civil, criminal or administrative proceeding in any court,
14 administrative agency or other tribunal;

15 (c) is or may be deemed to be or shall be used, offered or received against the
16 Parties, Defendants or the Released Parties, or each or any of them, as an admission,
17 concession or evidence of the validity or invalidity of the Released Claims, the
18 infirmity or strength of any claim raised in the Action, the truth or falsity of any fact
19 alleged by the Plaintiffs or the Settlement Class, or the availability or lack of
20 availability of meritorious defenses to the claims raised in the Action;

21 (d) is or may be deemed to be or shall be construed as or received in evidence
22 as an admission or concession against Defendants, or the Released Parties, or each
23 or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with
24 or without merit, that a litigation class should or should not be certified, that
25 damages recoverable in the Action would have been greater or less than the
26 Settlement Fund or that the consideration to be given pursuant to the Stipulation
27 represents an amount equal to, less than or greater than the amount which could have
28 or would have been recovered after trial.

1 15. Neither the Stipulation nor the Settlement contained therein, nor any act performed
2 or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or
3 may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released
4 Claim, or of any wrongdoing or liability of the Defendants or their respective Released Parties, or
5 (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
6 omission of any of the Defendants or their respective Released Parties in any civil, criminal, or
7 administrative proceeding in any court, administrative agency, or other tribunal. The Released
8 Parties may file the Stipulation and/or this Order and Final Judgment in any other action that may
9 be brought against them in order to support a defense or counterclaim based on principles of res
10 judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or
11 reduction or any other theory of claim preclusion or issue preclusion or similar defense or
12 counterclaim. The Parties may file the Stipulation and/or this Order and Final Judgment in any
13 proceedings that may be necessary to consummate or enforce the Stipulation, the Settlement, or
14 this Order and Final Judgment.

15 16. Except as otherwise provided herein or in the Stipulation, all funds held by the
16 Escrow Agent shall be deemed to be in *custodia legis* and shall remain subject to the jurisdiction
17 of the Court until such time as the funds are distributed or returned pursuant to the Stipulation
18 and/or further order of the Court.

19 17. Without affecting the finality of this Order and Judgment in any way, this Court
20 hereby retains continuing exclusive jurisdiction over the Parties and the Settlement Class Members
21 for all matters relating to the Action, including the administration, interpretation, effectuation or
22 enforcement of the Stipulation and this Order and Final Judgment, and including any application
23 for fees and expenses incurred in connection with administering and distributing the Settlement
24 proceeds to the Settlement Class Members.

25 18. Without further order of the Court, the Defendants and Class Representative may
26 agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

27 19. The finality of this Order and Final Judgment shall not be affected, in any manner,
28 by rulings that the Court may make on Class Counsel's application for an award of attorneys' fees

1 and expenses or an award to the Class Representatives.

2 20. Class Counsel are hereby awarded _____% of the Settlement Amount in fees,
3 which the Court finds to be fair and reasonable, and \$_____ in reimbursement of
4 expenses plus interest earned on such amounts while deposited in the Settlement Fund. Defendants
5 shall have no responsibility for any allocations of attorneys' fees and expenses and shall have no
6 liability to Class Counsel or any other person in connection with the allocation of attorneys' fees
7 and expenses. Class Representatives are hereby awarded \$_____, or \$_____ each,
8 which the Court finds to be fair and reasonable.

9 21. In the event the Settlement is not consummated in accordance with the terms of the
10 Stipulation, or the Effective Date does not occur, then the Stipulation and this Order and Final
11 Judgment (including any amendment(s) thereof, and except as expressly provided in the Stipulation
12 or by order of the Court) shall be null and void, of no further force or effect, and without prejudice
13 to any Party, and may not be introduced as evidence or used in any action or proceeding by any
14 Person against the Parties or the Released Parties, and each Party shall be restored to his, her, or its
15 respective litigation positions as they existed prior to January 20, 2025, pursuant to the terms of the
16 Stipulation.

17 22. There is no just reason for delay in the entry of this Order and Final Judgment and
18 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal
19 Rules of Civil Procedure.

20 Dated: _____, 2025

21 HON. RICHARD F. BOULWARE, II
22 UNITED STATES DISTRICT JUDGE
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