

Exhibit 2

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DAVID HANSON, individually and on behalf
of the settlement class,

Plaintiff,

v.

MGM RESORTS INTERNATIONAL, a
Delaware corporation, and COSTCO
WHOLESALE CORPORATION, a Delaware
corporation,

Defendants.

Case No. 2:16-cv-01661 RAJ

**DECLARATION OF EVE-LYNN J.
RAPP IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

NOTE ON MOTION CALENDAR:
[November 9, 2018]

Pursuant to 18 U.S.C. § 1746, I, Eve-Lynn J. Rapp, hereby declare and state as follows:

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois, and have been admitted to practice *pro hac vice* before this Court for purposes of this action. I am entering this Declaration in support of Plaintiff David Hanson's Motion for Final Approval of Class Action Settlement. This Declaration is based upon my personal knowledge, except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am a Partner of Edelson PC, which has been retained to represent Plaintiff David Hanson and the Settlement Class in this action.

The Litigation and Settlement Process

3. Before this case was filed, Class Counsel thoroughly investigated Defendants'

1 practice of charging inactivity fees on consumers' MGM Gift Cards.

2 4. Plaintiff thereafter filed this lawsuit on October 24, 2016. Shortly after, the parties
3 attempted to discuss the potential for early resolution, but given their views as to the strengths of
4 their respective arguments, those discussions were unsuccessful. Defendants then moved to
5 dismiss Plaintiff's state law claims on January 12, 2017.

6 5. After the Court ruled on Defendants' motion to dismiss, allowing all but one of
7 Plaintiff's claims to move forward, the parties revisited the prospects of settlement.

8 6. In doing so, the parties engaged in significant informal discovery related to,
9 among other things, the scope of Defendants' gift card sales, the size of the putative class, the
10 amount of monetary harm caused by the allegedly unlawful inactivity fees, and the refunds
11 exercised by Defendants to date.

12 7. With that information in hand, along with the knowledge acquired from litigating
13 and settling similar consumer class actions, Class Counsel had all the information necessary to
14 fully understand the pertinent issues of the case and engage in informed settlement negotiations.

15 8. After months of continuous communications and arm's-length negotiations, as
16 well as careful consideration and analysis by counsel, the parties reached the Settlement
17 Agreement now before the Court.

18 ***The Benefit Provided to the Settlement Class***

19 9. Defendants have confirmed that approximately 22,500 individuals fall within the
20 Settlement Class definition.

21 10. In addition to the full refunds Defendants provided for any inactivity fees that
22 were unlawfully charged on consumers' MGM Gift Cards as a result of Plaintiff's lawsuit, based
23 on the current claims filed to date, which will be further reviewed by the Court-appointed Claims
24 Administrator, Heffler Claims Group, LLC (Heffler) to remove fraudulent and/or duplicative
25 claims, Class Counsel anticipates that each claiming Settlement Class Member will receive a
26 cash payment of approximately \$9.00.

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