

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 7

24STCV32626

JANE BARCELO, et al. vs PAPAYA GAMING, LTD., et al.

March 25, 2026

9:00 AM

Judge: Honorable Samantha Jessner

Judicial Assistant: Alfredo Morales

Courtroom Assistant: Teresa Bivins

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Spencer M.I Cox; William J. Edelman; Matthew S. Tripolitsiotis

For Defendant(s): Jason David Russell

Other Appearance Notes: Raza Rasheed (Counsel for Defendant via LACC) Thomas Damico
(Class Member via LACC)

NATURE OF PROCEEDINGS: Fairness Hearing; Hearing on Motion for Attorney Fees Costs and Service Awards; Hearing on Motion for Final Approval of Settlement

The matters are called for hearing.

The parties have been previously provided with the following tentative ruling:

**Final Approval of Class Action Settlement
Department 7**

Jane Barcelo, et al. v. Papaya Gaming, LTD., et al.

Case Number: 24STCV32626

Hearing Date: March 25, 2026 c/f March 2, 2026

On March 24, 2026, the Court provided the parties with a tentative ruling that required class counsel to identify each witness and expert by name (and provide invoices, if possible) to account for the \$8,760.50 class counsel sought to recover for witness and expert expenses. At the hearing on this matter on March 25, 2026, class counsel informed the Court it would no longer be seeking to recover this amount.

The Court heard argument at the hearing, including argument from several objectors, and ultimately adopted its tentative ruling.

BACKGROUND

This is a false advertising class action. Defendant, Papaya Gaming Ltd., is a foreign limited liability company with its principal place of business in Tel-Aviv-Yafo, Israel.

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Defendant, Papaya Gaming, Inc., is a Delaware corporation, and upon information and belief, a U.S.-based subsidiary of Papaya Gaming, Ltd.

This putative class action arises from allegations that Defendants falsely advertised and promoted their mobile games as “fair game[s] for everyone” when, in fact, Plaintiffs contend the games are rigged by Defendants through the use of computer algorithms or “bots” that are masquerading as human players. The use of the “bots” transforms a legal game of human skill into an illegal game of chance or gambling in which Papaya’s unknowing players had little-to-no influence on the outcome.

In May, 2024, Counsel represents contacting Papaya and advising that they had been retained by approximately 314 Papaya consumers, including Plaintiffs, and that each intended to pursue individual arbitration against Papaya for violations of the Lanham Act, 15 U.S.C. §1125(a)(1); the California Consumer Legal Remedies Act (CLRA), Cal. Civ. Code §§ 1750, et seq.; the California Unfair Competition Law (UCL), Cal. Civ. Code §§ 17200, et seq.; and the California Business and Professions Code, Cal. Civ. Code §§ 17500-17509 (FAL); New York General Business Law § 349; and New York General Business Law § 350.

On December 10, 2024, as part of their settlement, Counsel filed a Complaint in this Court asserting six causes of action: (1) violation of the Lanham Act 15 U.S.C. §1125(a); (2) Violation of the California Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, et seq.) (“CLRA”); (3) Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq. (“UCL”); (4) Violation of the California Business and Professions Code (§§ 17500-17509) (False Advertising Law “FAL”); (5) Violation of New York General Business Law § 349 (“GBL 349”); (6) and Violation of New York General Business Law §350 (“GBL 350”). Plaintiffs’ Complaint seeks damages as well as injunctive relief, attorneys’ fees, and costs. The Complaint seeks relief on behalf of all US residents who had a Papaya account and made a deposit in one or more Papaya Games between January 1, 2019, and September 5, 2024, with certain exclusions.

The parties participated in mediation on September 5, 2024, with mediator Robert A. Meyer of JAMS, where the parties reached an agreement in principle to resolve all claims stemming from Defendants’ conduct on a class wide basis in this Court. On January 22, 2025, Counsel filed a fully executed copy of the resulting Settlement Agreement, attached as Exhibit 2 to the Motion for Preliminary Approval.

On July 16, 2025, the Court denied a Motion for Leave to Intervene brought by a party of Plaintiffs in Intervention.

On July 29, 2025, the Court continued the hearing on the Motion for Preliminary Approval for Counsel to submit supplemental briefing and address deficiencies with the Settlement Agreement.

On August 15, 2025, Counsel filed supplemental briefing and a fully executed Amended Settlement Agreement attached as Exhibit 2 to the Supplemental Motion for Preliminary

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Approval.

On September 9, 2025, the court continued the hearing on the Motion for Preliminary Approval for further briefing. In response, on September 16, 2025, Counsel filed a fully executed Amended Settlement Agreement attached as Exhibit 2 to the Second Supplemental Motion for Preliminary Approval.

On August 21, 2025, the Court in Department 15 recused itself from this case, pursuant to Code of Civil Procedure section 170.1, subdivision (a)(6)(A)(iii), because Judge Timothy P. Dillon “is a member of the California Access to Justice Commission. In this capacity, the court very recently undertook a project working directly with the executive director of Legal Aid Association of California (LAAC). Because LAAC is the proposed cy press recipient in the proposed settlement of this action, the court makes this order to avoid any appearance of impartiality. LAAC, through an arms-length contract, also provides support services to the Commission.”

The case was then reassigned to Judge Samantha Jessner in Department 7 at the Spring Street Courthouse.

Preliminary Approval was granted on October 17, 2025. Notice was given to the Class Members as ordered. (See Declaration of Steven Weisbrot (“Weisbrot Decl.”); Supplemental Declaration of Steven Weisbrot (“Weisbrot Supp. Decl.”); Declaration of Ryan Chumley (“Chumley Decl.”).)

Now before the Court is the motion for final approval of the settlement agreement.

SETTLEMENT CLASS DEFINITION

· “Settlement Class” means all natural persons in the United States and United States territories who had a Papaya account and made a deposit in one or more Papaya games during the Class Period, excluding players blocked due to fraudulent activity. Excluded from the Settlement Class shall be the judge assigned to the Action, counsel to the Parties, Brenna Kelly-Starkebaum, Daniel Golden, Barbara Miller, Jeremy Ghost, Jill Lastarza, Kortni Koutrakos, Robert A. Meyer, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Defendants, any entity in which Defendants have a controlling interest, any of Defendants’ subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; any persons who have released claims relating to the Released Claims or the Action; and any persons who timely opt-out of the Settlement Class. (¶II.BB.)

o “Class Period” is January 1, 2019 through September 5, 2024 (¶II.G.)

· “Authorized Claimant” means (i) a Settlement Class Member who does not exclude himself or herself from the Settlement, but instead submits a timely and valid

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claim to the Settlement Administrator in accordance with the requirements set forth in this Settlement Agreement and established by the Court, or (ii) a Settlement Class Member who does not exclude himself or herself from the Settlement, does not submit a timely and valid claim form to the Settlement Administrator, but has an Active Papaya Account (as defined herein). (§II.D)

- The “Class List” was compiled of 4,237,084 unique records. (Weisbrot Decl., ¶5.)
- The parties stipulate to class certification for settlement purposes only. (§III.C.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (GSA) is **\$15,000,000**, non-reversionary. (§II.EE.)
- The Net Settlement Amount (Net) (**\$9,607,114**) is the GSA minus the following:
 - o Up to **\$5,000,000** (33.33%) for attorney fee and expense award (§IV.C.);
 - o Up to **\$3,000 (\$1,500 x 2)** for a Service Payment to the Named Plaintiffs (§III.B.); and
 - o Up to **\$389,886** for settlement administration costs. (§II.B.)
- Funding of Settlement: Defendants shall, within forty-five (45) days after the Effective Date, wire the Settlement Fund less any (i) Notice and Administration Costs paid in advance by Defendants into the Escrow Account and (ii) the total amount of In-Game Cash to be distributed by Defendants into the Escrow Account (“Settlement Funding Date”). (§IV.A.)
- Distribution of Settlement: Within seven (7) days after the Effective Date, the Settlement Administrator shall send Defendants a list of Settlement Class Members who are entitled to receive In-Game Cash. For Settlement Class Members who are entitled to receive In-Game Cash, Defendants shall effectuate the deposit of In-Game Cash to their Papaya accounts within sixty (60) days of the Effective Date (In-Game Cash Payment Deadline). Within thirty (30) days of the In-Game Cash Payment Deadline, Defendants shall verify such distribution of In-Game Cash to the Court. For Settlement Class Members who select a digital payment option, the payments will be effectuated within sixty (60) days of the Effective Date. For Settlement Class Members who do not select a digital payment option or In-Game Cash, and do not have Active Papaya Accounts, Settlement Payments will be mailed by check within sixty (60) days of the Effective Date. (*Ibid.*)
 - o The parties amended the Settlement to provide that the Claims Administrator will determine In-Game Cash payments prior to Defendants funding the settlement Fund, thereby preventing any flow of money back to Defendants for In-Game Cash payments. (§IV.A.) The parties also amended the settlement agreement, per the Court’s Order, to provide that Defendants will verify distributions of In-Game Cash to the Court. (Supp MPA at 12:13-17.)

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- A claim form is required, unless the class member has an Active Papaya Account. (§IV.B)
 - o Appropriateness of requiring a claim-form: the parties amended the settlement agreement to no longer require a claim form to recover under the settlement. While a claim form is still required for Settlement Class Members to elect between In-Game cash and cash (and to specify the manner of receiving cash if elected), Settlement Class Members who have an Active Papaya Account (and who do not opt out) will receive In-Game cash distributions if they do not submit any claim form. In addition, the parties amended the settlement agreement to clarify the process the Settlement Administrator will use to email notices to class members and address rejected or “bounced” emails to encourage submission of forms. This hybrid claim-optional format for Active Papaya Settlement Class Members is appropriate for this case to preserve the ability of Settlement Class Members to elect between the available distributions while still providing a recovery for Active Papaya Account holders who decide not to submit a claim form and do not opt out. Plaintiffs expect this hybrid system to result in a distribution rate to Settlement Class Members exceeding typical or even excellent email direct notice campaigns for non-hybrid claims-made settlements since here 100% of Settlement Class Members (who are not excluded and do not opt out) with Active Papaya Accounts will recover--in addition to the distributions resulting from submitted claims. (Supp. MPA at 11:8-24.)
 - Individual Settlement Payment Calculation: Settlement Class Members who (i) submit a timely and valid claim form and have not opted out of the Settlement or (ii) have not submitted a timely and valid claim form but have a Papaya account used to enter a Papaya contest in the 45 days prior to the date of the Email Notice (an "Active Papaya Account") and have not opted out of the Settlement, are entitled to receive a pro rata share of the Net Settlement Fund. Settlement Payments shall be made by check, by digital payment methods, or by an In-Game Cash distribution to Settlement Class Members who submit timely and valid claim forms and have not opted out of the settlement. For Settlement Class Members who have not submitted a timely and valid claim form but have an Active Papaya Account and have not opted out of the Settlement, Settlement Payments shall be made by an In-Game Cash distribution to their most recently played Papaya game. The Email Notice shall advise Settlement Class Members of the option to select a digital payment method or In-Game Cash distribution on the claim form, and state that any Settlement Class Member who does not select either of those methods and have not opted out shall receive their Settlement Payment by an In-Game Cash distribution if they have an Active Papaya Account and will receive such In-Game Cash distribution to their most recently played Papaya game, and any Settlement Class Members without an Active Papaya Account will receive their payment by check as long as they submitted a valid claim and selected it. (§IV.B) The In-Game Cash payments directly correlate to cash value within Papaya’s games and are
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immediately withdrawable as cash. (Supp MPA at 12:11-12.)

· Change in Business Practices: Defendants' current terms of use provide: "After your initial free tutorial games, you will only be matched with or play against human players in our contests. Papaya's games undergo periodic testing by an independent third party to confirm that human players are not being matched with bots. A copy of our current certificate confirming that Papaya does not match players with bots can be found here." Defendants' agree they will update their terms of use if these practices change. (§§XIV)

· Response Deadline: "Response Deadline" means 105 days after the entry of Preliminary Approval. (§II.Z) Opt-outs, objections, and claim forms must be submitted to the Settlement Administrator by the Response Deadline. (§§VI, VII.)

o Any Settlement Class Member who does not provide a timely written objection or who does not make a record of his or her objection at the Final Approval Hearing shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, Fee and Service Award Application, or the Fee and Expense Award or service awards. (§VII.)

o Defendant's Right to Withdraw: If, prior to the filing of the Final Approval Motion, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of the Notice, and such individuals in the aggregate constitute more than one-half of a percent (0.5%) of the Settlement Class, Defendants shall have, in their sole and absolute discretion, the option to terminate this Settlement by giving notice as set forth above. (§XV.)

· Uncashed Settlement Checks: Checks issued under this Settlement shall be negotiable for ninety (90) days after date of issuance. Individual checks that have not been negotiated within ninety (90) days after issuance shall be void. For good cause shown, Settlement Class Members may request that the Settlement Administrator reissue a check within the 90-day period. After 180 days from the date of issuance of the initial checks, if the net amount of remaining funds exceeds \$250,000, any remaining funds in the Net Settlement Fund shall be redistributed to Authorized Claimants. If after 180 days from the date of issuance of the initial checks, the net amount of remaining funds in the Net Settlement Fund is less than \$250,000, such funds shall revert to the Legal Aid Association of California, a non-sectarian, not-for-profit organization that principally operates in California, or another non sectarian, not-for-profit organization(s) recommended by Class Counsel and Defendants, and as approved by the Court. In no event shall such remaining funds be returned to Defendants. Within sixty (60) days after the Effective Date, the Settlement Administrator shall pay by wire any Fee and Expense Award approved by the Court, and any service awards approved by the Court. Wiring instructions and W-9s shall be provided by Class Counsel to the Settlement Administrator on or before this deadline. (§IV.B.)

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o Counsel represents that “After reasonable inquiry, I know of no interest or involvement by Plaintiffs or counsel for Plaintiffs in the governance or work of the Settlement cy pres recipient: Legal Aid Association of California (LAAC). I likewise know of no interest or involvement by Defendants in the governance or work of LAAC. I am aware that the law firm representing Defendant, Skadden Arps Slate Meagher & Flom LLP ("Skadden"), has performed pro bono work with LAAC and is also known for sponsoring public interest fellowships for recent law school graduates, including fellowships of individuals who have worked at LAAC.” (Cohen Decl., ¶49.)

· The settlement administrator will be Angeion Group. (See Decl. of Steven Weisbrot attached as Exhibit 3 to the MPA.)

· Scope of the Release: Upon the Settlement Funding Date, and in consideration for the Settlement Payment and for Defendants’ other promises contained herein, the Plaintiffs and Each Settlement Class Member, on behalf of themselves, their heirs, personal representatives, executors, successors, and assigns, shall fully and forever waive, release, extinguish, and discharge Defendants and/or their past and present agents, advisors, attorneys, employees, representatives, partners, partnerships, corporations, companies, joint venturers, predecessors, trustees, estates, heirs, executors, administrators, officers, directors, principals, members, managers, owners, direct or indirect security holders, shareholders, parents, subsidiaries, affiliates, related companies, former companies, divisions, successors and assigns, fiduciaries, contractors, insurers, co-insurers, reinsurers, and any person in legal privity with them from any and all claims, counterclaims, demands, damages, debts, costs, expenses, liabilities, causes of action, or suits of whatever kind or character, that are now recognized by law or in equity or that may be created or recognized in the future by statute, regulation, judicial decision, administrative adjudication, or in any other manner, including without limitation for actual damages, exemplary and punitive damages, statutory damages, penalties of any kind, personal injuries, emotional distress, economic or business losses restitution, disgorgement of profits, prejudgment and post-judgment interest, injunctive or declaratory relief, attorney or account fees, and any other losses or detriment of known or unknown, asserted or not asserted, past or present, arising during the Class Period, relating to Papaya’s games or platforms, including but not limited to, any use of or access to Papaya’s games or platforms and any of Papaya’s disclosures or advertisements relating to its games or platforms, including not limited to all claims that actually were, or could have been, asserted in the Action based upon the facts alleged in the Action, and any claim reasonably related to, the claims that actually were, or could have been, asserted in the Action or otherwise. [...] In granting final approval, the Court shall enjoin the Settlement Class from instituting or participating in any lawsuit, regulatory, or other proceeding arising out of or related in any way to the Released Claims, whether nominally directed at Defendants or other users of Defendants’ service if arising from or related to a Released Claim, or that are covered by the

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releases provided for in any final non-appealable approval of the Settlement Agreement provided, however, that a Settlement Class Member shall be permitted to comply with a valid subpoena or court order concerning the Released Claims. [...] Plaintiffs and Settlement Class Members also agree and acknowledge in connection with and as part of the Released Claims that they may discover claims presently unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are substantially similar to or overlap with the Released Claims, are hereby released, relinquished and discharged. The Court shall retain continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement Agreement and the Parties agree to cooperate and to take all necessary and appropriate steps to ensure the enforceability of the Settlement Agreement. The Court's continuing jurisdiction includes, but is not limited to, the enforcement and applicability of the injunctive relief with respect to any persons who may assert claims against Defendants that implicate the terms of the Settlement Agreement. In granting Preliminary Approval and final approval the Court shall enjoin all actions in any jurisdiction against the Released Entities as is necessary to preserve the Court's jurisdiction. (¶V.)

o "Released Claims" means any and all claims, counterclaims, demands, damages, debts, costs, expenses, liabilities, causes of action, or suits of whatever kind or character, that are now recognized by law or in equity or that may be created or recognized in the future by statute, regulation, judicial decision, administrative adjudication, or in any other manner, including without limitation for actual damages, exemplary and punitive damages, statutory damages, penalties of any kind, personal injuries, emotional distress, economic or business losses restitution, disgorgement of profits, prejudgment and post-judgment interest, injunctive or declaratory relief, attorney or account fees, and any other losses or detriment, known or unknown, asserted or not asserted, past or present, arising during the Class Period relating to Papaya's games or platforms, including but not limited to, any use of or access to Papaya's games or platforms and any of Papaya's disclosures or advertisements relating to its games or platforms. The Released Claims include, but are not limited to, all claims that actually were, or could have been, asserted in the Action based upon the facts alleged in the Action, and any claim reasonably related to, the claims that actually were, or could have been, asserted in the Action or otherwise. (¶II.X.)

o "Released Entities" means and/or their past and present agents, advisors, attorneys, employees, representatives, partners, partnerships, corporations, companies, joint venturers, predecessors, trustees, estates, heirs, executors, administrators, officers, directors, principals, members, managers, owners, direct or indirect security holders, shareholders, parents, subsidiaries, affiliates, related

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companies, former companies, divisions, successors and assigns, fiduciaries, contractors, insurers, co-insurers, reinsurers, and any person in legal privity with them. (¶II.Y.)

o Named Plaintiff will provide a general release and CC § 1542 waiver. (¶V.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. The parties participated in mediation on September 5, 2024, with mediator Robert A. Meyer of JAMS, where the parties reached an agreement in principle to resolve all claims stemming from Defendants' conduct on a class wide basis in this Court. (Motion ISO Preliminary Approval at 3:27-4:12; Declaration of Jonathan B. Cohen ISO Preliminary Approval, ¶¶17-19.)

1. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that prior to mediation, they conducted an investigation of the facts and claims giving rise to the action and also informally shared information throughout the mediation process, including how Papaya's games operate, how many users play the Papaya Games, Papaya's insurance coverage and limits, and Defendants' financial status. (Cohen Decl. ISO Preliminary Approval, 12:18-23.)

1. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Moss Decl. ISO Prelim., ¶¶6-15.)

2. What percentage of the class has objected? Nine. (*Id.* at ¶9.)

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar* at 130.)

Counsel has provided the following exposure analysis for the claims alleged herein:

<i>Claims</i>	<i>Maximum Exposure</i>
Lanham Act	Actual Damages
CLRA	\$4,066,875,000.00 (\$1,000 per consumer)
UCL	Restitutionary disgorgement
FAL	Restitutionary disgorgement
GBL 349	\$203,343,750.00 (\$50 per violation)
GBL 350	\$2,033,437,500.00 (\$500 per violation)
TOTAL	\$6,303,656,250.00

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(Supp. MPA pp. 8-10.)

1. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.
2. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).
3. Amount offered in settlement. Plaintiff’s counsel obtained a \$15,000,000 non-reversionary settlement. This is approximately 0.24% of Defendant’s maximum exposure, which, given the uncertain outcomes and likelihood of Defendant successfully compelling class members to arbitration, is within the “ballpark of reasonableness.”

The estimated payment amount per Settlement Class Member is currently projected to be approximately \$22.30. (Weisbrot Supp. Decl., ¶7.)

1. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.
2. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including consumer class actions.
3. Presence of a governmental participant. This factor is not applicable here.
4. Reaction of the class members to the proposed settlement.

- Number of class members: 4,237,084 (Weisbrot Decl., ¶5.)
 - o Class Members with valid email addresses: 3,788,412 (*Ibid.*)
 - o Class Members with no valid contact information: 448,672 (*Ibid.*)
 - o Class Members with an Active Papaya Account: 394,127 (*Id.* at ¶6.)
- Number of Notices and Revised Notices e-mailed: 3,788,412 (*Id.* at ¶9.)
 - o Number of Notices e-mailed 3,788,367 (*Id.* at ¶7.)
 - o Number of Revised Notices e-mailed: 45 (*Id.* at ¶8.)
 - § Number of delivered Email Notices: 3,700,851 (*Id.* at ¶9.)
 - § Number of undelivered Email Notices (bounced back): 87,561 (*Ibid.*)
 - Delivery rate of Email Notices: **97.69 %** (*Ibid.*)
 - Delivery rate of Class List: **87.34%** (*Ibid.*)
- Settlement Website Page Views: 279,269 (*Id.* at ¶12.)
 - o Number of Website Visits: 120,322 (*Ibid.*)

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- o Number of Unique Users: 93,770 (*Ibid.*)
- Hotline Calls: 396 calls totaling 1,535 minutes (*Id.* at ¶14.)
- Number of opt-outs: 4 (Weisbrot Supp. Decl., ¶8.)
- Number of objections: 9 (*Id.* at ¶9.)
- Number of Claim Forms: 67,183 (Chumley Decl., ¶3.)
 - o Number of Online Claim Forms: 40,847 (*Ibid.*)
 - o Number of Mailed (Paper) Claim Forms: 26,336 (*Ibid.*)
 - o Reviewed Claim Breakdown: (*Id.* at ¶4.)

Claims Status	Count	Inactive Account	Active Account
Approved	43,714	33,176	10,3538
Deficient	521	486	35
Duplicate	59		
Denied - Non-Class Member	22,184		
Denied - Fraud	705		
Total	67,183	33,662	10,573

- Number of Participating Class Members: **427,303** (*Id.* at ¶6.)
 - o Settlement Class Members Receiving Payment with Approved Claim Forms: 43,714 (*Id.* at ¶5.)
 - § In-Game Cash distribution Option: 624 (*Ibid.*)
 - § Cash Payment Option: 43,090 (*Ibid.*)
 - o Settlement Class Members with Active Accounts who did not submit a Claim Form Receiving In-Game Cash distributions: 383,589 (*Ibid.*)
 - § Settlement Class Members eligible to receive a payment: **10.1%** (*Ibid.*)
 - § Average individual payment: \$22.23 (*Id.* at ¶6.)
 - o Total Amount to be distributed to Class Members: **\$9,554,495.08** (*Ibid.*)

OBJECTIONS

Jeremy Ghost, Daniel Golden, Barbara Miller, Tammy Jo Kalii, Kortni Koutrakos, Jill Lastarza, Jenny Penniman, Muneer Barkatullah, and Staci Stevens filed objections (collectively, the “Objectors”).

The Objectors filed identical briefs objecting to the settlement arguing that: 1) the Settlement Agreement is not fair, reasonable, or adequate because: a) the Settlement Agreement does not meet the criteria for a presumption of fairness; b) Class Members’ claims are strong, and the purported weaknesses do not justify the dismal value provided for in the Settlement Agreement;

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JANE BARCELO, et al. vs PAPAYA GAMING, LTD., et al.

March 25, 2026

9:00 AM

Judge: Honorable Samantha Jessner

Judicial Assistant: Alfredo Morales

Courtroom Assistant: Teresa Bivins

CSR: None

ERM: None

Deputy Sheriff: None

and c) other relevant case-specific factors support a finding that the Settlement Agreement is not fair, reasonable, or adequate; and 2) the Barcelo Plaintiffs are inadequate representatives of absent class members, because the settlement is allegedly the product of a reverse auction.

Further, on January 30, 2026, Counsel for the Objectors submitted one Supplemental Brief ISO of Objections further arguing that: 1) the Class's 1.06% claims rate is a red flag because a) it is a low claims rate; b) the poor claims rate is the predictable result of inadequate notice.; and c) over 90% of the settlement funds "paid" to the Class will actually be retained in Papaya's accounts as "in-game" payments at risk of further loss to Papaya and its bots; and 2) the Court should reject Plaintiffs' request for attorney fees. ("Supp. Brief ISO Obj.")

The administrator states that "[o]f the nine (9) objections received, five were received from individuals who are excluded from the Settlement Class pursuant to the class definition provided in ¶4 of the Preliminary Approval Order – (1) Daniel Golden, (2) Jeremy Ghost, (3) Jill Lastarza, (4) Barabara Miller and (5) Kortni Koutrakos." (Weisbrot Supp. Decl., ¶9, FN.6.)

The Settlement Agreement defines the "Settlement Class" as "all natural persons in the United States and United States territories who had a Papaya account and made a deposit in one or more Papaya games during the Class Period, excluding players blocked due to fraudulent activity.

Excluded from the Settlement Class shall be the judge assigned to the Action, counsel to the Parties, Brenna Kelly-Starkebaum, **Daniel Golden, Barbara Miller, Jeremy Ghost, Jill Lastarza, Kortni Koutrakos**, Robert A. Meyer, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Defendants, any entity in which Defendants have a controlling interest, any of Defendants' subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; any persons who have released claims relating to the Released Claims or the Action; and any persons who timely opt-out of the Settlement Class." (Settlement Agreement, ¶II.BB.)

Because Daniel Golden, Jeremy Ghost, Jill Lastarza, Barabara Miller, and Kortni Koutrakos are not Class Members by definition, they do not have standing to object. As such, the Court overrules the Objections of Daniel Golden, Jeremy Ghost, Jill Lastarza, Barabara Miller, and Kortni Koutrakos for lack of standing.

The Court reviews the Objections of the remaining five objectors and addresses them as follows:

I. The Settlement Agreement is not fair, reasonable, or adequate

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Objectors contend the settlement is unfair because: 1) investigation and discovery were not “sufficient to allow counsel and the court to act intelligently” and the settlement was not “reached through arm’s-length bargaining; 2) class members cannot determine what their inadequate compensation will be under the settlement; 3) Class Members’ claims are ‘remarkably strong’, but in an effort to downplay the overwhelming available evidence of Papaya’s liability, Barcelo Counsel argues that the low settlement amount they agreed to is justified by the risk of arbitration; 4) the claims made compensation structure is burdensome; and 5) the Settlement Class definition ‘excluding players blocked due to fraudulent activity’ raises red flags and is unfair. (Objections, pgs. 6-11.)

Plaintiffs respond stating that: 1) Objectors’ allegations of collusion have no factual basis and are inconsistent with the declarations in the record attesting to the arms-length, adversarial nature of the negotiations between the parties using a respected JAMS mediator; 2) in connection with the mediation, Papaya provided Plaintiffs with information about “amounts spent by Papaya users in fees and tournament entries”; 3) Objectors’ argument that the notice did not adequately explain how much money Settlement Class Members might receive is contradicted by Objectors’ concession that the notices here “identified the total amount of the common fund for recovery and stated that qualifying class members would receive a pro rata share of the settlement fund”; 4) the arbitration provision represented the kind of total barrier to all class-based litigation on the merits; and 5) Objectors’ bold arguments that Papaya is acting in bad faith and the class definition that excludes “players blocked due to fraudulent activity” lump together players who complained about bots and were unfairly labeled by Papaya as fraudsters are devoid of any evidence. (P. Response, 8:19-13;12:6-22; 13:5-10; 14:3-6 .)

The Court agrees with Plaintiffs that Objectors’ argument that the notice did not adequately explain how much money Settlement Class Members might receive is contradicted by Objectors’ concession that the notices here “identified the total amount of the common fund for recovery and stated that qualifying class members would receive a pro rata share of the settlement fund.”

Further, the Court agrees with Plaintiffs that Objectors’ arguments that the class definition which excludes “players blocked due to fraudulent activity” is being abused by Papaya to act in bad faith to lump together players who complained about bots and were unfairly labeled by Papaya as fraudsters, are devoid of any evidence.

The Court discusses the claims-made compensation structure and claims rate arguments below in Section III, *Infra*.

The Court is unpersuaded by claims that the discovery herein was “insufficient”, or that the

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settlement was not “through arm’s length bargaining.” Prior to preliminary approval being granted, the Parties went through at least three rounds of briefing and revisions to ensure the Court had all pertinent information, and that the settlement could be thoroughly reviewed and analyzed by the Court and preliminarily approved as fair, adequate, and reasonable.

Class Counsel represents that prior to mediation, they conducted an investigation of the facts and claims giving rise to the action and also informally shared information throughout the mediation process, including how Papaya’s games operate, how many users play the Papaya Games, Papaya’s insurance coverage and limits, and Defendants’ financial status. (Cohen Decl. ISO Preliminary Approval, 12:18-23.) Further, in connection with the mediation, Papaya provided Plaintiffs with information about “amounts spent by Papaya users in fees and tournament entries.” (Declaration of Raza Rasheed in Support of Defendants’ Opposition to Motion for Leave to Intervene and File Complaint in Intervention (“Rasheed Decl.”), ¶5.)

Further, the parties participated in mediation on September 5, 2024, with mediator Robert A. Meyer of JAMS, as a result of which the parties reached an agreement in principle to resolve all claims stemming from Defendants’ conduct on a class wide basis in this Court. (Motion ISO Preliminary Approval at 3:27-4:12; Declaration of Jonathan B. Cohen ISO Preliminary Approval, ¶¶17-19.)

The class settlement should be scrutinized by the Court to assure itself that it is not the product of fraud, overreaching, or collusion and that “the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244–45.) While the Court reviews the circumstances which led to the settlement (discovery and arm’s length bargaining) and the settlement’s contents of the settlement for fairness, the Court will not second guess legal strategy. If Objectors disagree with Plaintiffs’ contention that the arbitration provision represented a total barrier to all class-based litigation on the merits, then they were welcome to opt out and pursue recovery separately from this settlement.

The Court preliminarily found in its Order on October 17, 2025 that the presumption of fairness should be applied. Objectors have presented no factual evidence that would convince the Court to alter that preliminary conclusion.

Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order, and therefore, the Objections are OVERRULED.

II. The Barcelo Plaintiffs are inadequate representatives of absent class members.

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Objectors contend the Barcelo Plaintiffs are inadequate representatives because this settlement is a result of a reverse auction. Objectors contend that the factors in support of this claim are: 1) Papaya and Barcelo Plaintiffs signed a final settlement agreement before filing their lawsuit; 2) the record shows a lack of pre-suit investigation (despite claims of information exchange, the most crucial data—how much money Class Members lost—was conspicuously and indisputably absent from discussions); 3) the parties undertook no material discovery, motions practice, or litigation of any sort; 4) critical information for determining damages was not shared—Papaya provided no data regarding consumer losses, inputs into statutory damages, or other critical information needed to appropriately value a settlement; 5) Papaya gets to avoid disclosure requirements under the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”) by bringing this settlement through state court, and thus Papaya is not required to provide notice to State and Federal regulators; 6) the Barcelo Plaintiffs’ requested service award is ten times what Plaintiff Barcelo actually lost and is 600 times greater than the average recovery; and 7) Barcelo Plaintiffs’ stated intentions to dismiss the case if the Settlement Agreement is not consummated makes it clear that they have no real interest in representing absent Class Members. (Objections, pgs. 12- 14.)

Plaintiffs respond stating: 1) It is not suspicious that the settlement here was reached prior to initiating formal litigation in this Court. That will always occur in situations like this where a mass arbitration strategy results in a successful pre-suit mediation affording classwide relief, which requires filing of a formal complaint to obtain Court approval of the settlement after the settlement is reached; 2) Objectors’ concerns about the parties’ decision to seek approval of their class settlement in this Court rather than federal court are baseless because until December 2023, Papaya’s Terms of Use had a California venue provision that called for venue in the courts of Los Angeles; 3) Incentive rewards are routine and \$1,500 is below routinely requested and approved amounts; and 4) It is hardly surprising that Papaya insisted it preserve its ability to assert arbitration if the settlement is not approved; that defense is perhaps its best asset in the event of contested litigation. No sensible defendant in Papaya’s position would agree to a settlement in this context without that condition, and Plaintiff’s agreement to it is therefore equally unremarkable. (P. Response, pgs. 14-15.)

First, the Court is unpersuaded by Objector’s concerns as to the Named Plaintiff’s Incentive awards. Incentive awards are routinely granted and awards of \$1,500 per Plaintiff (especially in light of a \$15,000,000 GSA) are not unreasonable.

Second, the Court is unpersuaded by Objectors arguments as to collusion and reverse auction. Although the class settlement is properly scrutinized by the Court to assure itself that it is not the product of fraud, overreaching, or collusion and that “the settlement, taken as a whole,

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is fair, reasonable and adequate to all concerned,” (*Wershba*, *supra* 91 Cal.App.4th 224, 244–45); the settlement amount need not make the class members completely whole. As the *Wershba* Court stated “[c]ompromise is inherent and necessary in the settlement process. Thus, even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” (*Wershba*, *supra*, 91 Cal.App.4th at 250.)

In a situation with a mass arbitration agreement, counsel may choose to forgo litigation for a number of reasons, including keeping costs down (especially in situations where Defendant’s financial state prevents it from paying out a large settlement). As discussed above, the Court will not second guess litigation strategy, and the parties engaged in investigation and discovery, concluding in a settlement agreement using a neutral JAMS mediator. If Objectors believe that recovery will be greater in federal court or through arbitration proceedings, Objectors may opt out and pursue litigation against Defendants on their own.

Finally, the Court is not persuaded that the provision to “dismiss the case and go back to arbitration” should the settlement fail to be approved is inherently unfair. Most settlement agreements will contain similar “blow-up” provisions to place the parties back in their positions prior to settlement, should the settlement fail to receive approval. This provision does no more than place the parties where they were prior to settlement, i.e., at the arbitration stage.

As such, Objectors’ Objections are OVERRULED.

III. The Class 1.06 Claims Rate is a Red Flag

Objectors contend that the 1.06% claims rate here is low in absolute terms, an indicator of poor notice and minimal perceived value, and, as a result, Papaya will retain much of the settlement proceeds.” (Supp. Brief ISO Obj., 1:10-12.)

Objectors contend that 12.7% of class members either “did not have any valid contact information” or had notice emails returned as undeliverable and received no notice at all. Objectors contend that a notice campaign reliant entirely on email notice cannot be reasonably calculated to apprise class members of the settlement and their option when the parties are aware that a significant portion of the class has no valid email contact and no alternative method is even considered or attempted raises due process issues. (*Id.* at 1:18-2:3.)

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However, the administrator states that “the Class data provided to Angeion contained 4,237,084 unique Settlement Class Member records, of which 3,788,412 Settlement Class Member records contained a valid email address. (Weisbrot Supp. Decl., ¶14.) Of the 3,788,412 Email Notices sent, 3,700,851 were successfully delivered. (*Ibid.*) The approximate **97.69%** deliverability is exceptional and exceeds deliverability results achieved in similar settlements. (*Ibid.*) In total, notice was successfully delivered to approximately **87.34%** of Settlement Class Members on the Class List. (*Ibid.*)

Plaintiffs respond stating “Objectors concede that alternative forms of notice would be “perhaps uneconomical” here (Obj. Supp. at 4), which dooms their argument at the outset. Regardless, notice campaigns based primarily on email, like the one here (in addition to use of a settlement website and telephone line (Weisbrot Decl., attached as Exhibit 12, ¶¶ 10-14)), are extremely common in settlements ultimately granted final approval.” (P. Response, 7:14-20.)

The Court is not persuaded by Objector’s argument that the notice campaign was improper or ineffective.

Objectors further assert that the 1.06% claims rate is low, and that the remainder of the monies paid out, “will actually never leave its accounts or its servers” and is “essentially, no different than a casino defendant paying class members in poker chips.” (Supp. Brief ISO Obj., 5:15-17; 6:8.)

Plaintiff responds stating, “Objectors’ main new argument is predicated upon false facts: they suggest only 1% of the class is participating in the settlement, when in fact over 10% of the class will receive cash or cash-equivalent relief, a percentage well within the norm of settlements that receive final approval. Objectors also suggest much of the relief is somehow illusory or lacks significant value, which is also materially false. Each class member participating in the settlement will receive either (i) cash via delivery method chosen by the Class Member through the claims process, or (ii) in-game cash withdrawable as actual cash.” (P. Response, 1:16-17.)

Further Plaintiff contends that “Objectors’ vague suggestion that delivery of that in-game money (withdrawable as cash) to Class Members without the need to submit a claim form is not meaningful relief because they might choose not to withdraw the money has no basis in logic and no supporting case law authority. Some percentage of Settlement Class Members who receive traditional paper checks inevitably do not cash them for a variety of reasons—that does not mean the checks had no value when sent.” (P. Response, 8:17-23.)

While only 42,771 Claims forms have been approved thus far, the Court agrees that the settlement result is adequate based on the **10.1%** Settlement Class Members eligible to receive a

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payment. The settlement was specifically structured to provide a recovery for all Class Members with Active Accounts to receive an in-game cash withdrawable as actual cash without having to submit a Claim. As such, the success of the settlement should be measured by the total recovery of Class Members and not just of those who submitted Claims.

Finally, nine Objectors out of 4,237,084 class members is approximately a 0.00000236011% objection rate and is still an overwhelmingly positive response to the settlement.

As such, the Court is unpersuaded by the argument that the Claims rate is low, and Objectors' Objections are OVERRULED.

IV. The Court should reject Plaintiffs' request for attorney fees.

Objectors assert that fees should be rejected and that "Class Counsel conspicuously avoid providing any information from which the Court could conduct a lodestar cross check." (Supp. Brief ISO Obj., 6:19-20.)

Plaintiffs respond stating that a lodestar cross-check is unnecessary and particularly unhelpful here. (P. Response, pgs. 9-10.)

Counsel have provided loadstar information and a costs ledger, as discussed fully below. Counsel seek 1/3 of the GSA for both costs and fees. Counsel represent that they have spent 727.9 hours on this matter for a lodestar of \$785,044.50, and anticipate spending an additional \$100,000 through final approval of this matter. (Supplemental Declaration of William J. Edelman ("Edelman Supp. Decl.") ISO Final Approval, ¶¶2-4, Exhibits 1, 3 thereto.) Further, class counsel has incurred costs of \$34,041. (Edelman Supp. Decl. ISO Final Approval, ¶8 and Exhibit 2 thereto.) The costs in this case include, but are not limited to, ground transportation (\$1,597.58), air travel (\$4,459.51), hotels (\$1,898.98), Court fees (\$2,438.70), Witness and Expert Expenses (\$8,760.50), and mediation/arbitration (\$13,000). (*Ibid.*)

While this would require a multiplier of 5.6-6.4 to achieve the requested result, the fee request represents 33% of the gross settlement amount which is within the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

As counsel seek 1/3 of the GSA for costs and fees, and fees are generally awarded of one-third, Counsel's request is not excessive or above average.

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Therefore, Objectors' Objections as to the Fairness of the Settlement and Attorney's Fees are OVERRULED.

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

B. Attorney Fees and Costs

Class Counsel request \$5,000,000 (33%) in attorney's fees and litigation costs. (Motion ISO Fees, 7:5; 14:6.)

The Settlement provides for attorney's fees and costs of up to \$5,000,000 (33%) (Settlement Agreement, ¶IV.C); the class was provided notice of the requested awards and nine objected, as discussed further above. (Weisbrot Decl., Exhibit A; Weisbrot Supp. Decl., ¶9.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Final, pgs. 6-14.)

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The costs seem reasonable and necessary to litigation, with the exception of the Witness and Expert Expenses which counsel is no longer seeking to recover.

C. Incentive Awards to Class Representatives

The Settlement Agreement provides for up to \$3,000 for a Service Payments to the Named

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Plaintiffs (**\$1,500 each**). (Settlement Agreement, ¶III.B.)

Plaintiff Isernia represents that her contributions to this litigation include, but are not limited to the following: obtaining counsel, gathering documents, reviewing filings, and reviewing the settlement. (Declaration of Plaintiff Isernia, ¶7.)

Plaintiff Barcelo represents that her contributions to this litigation include, but are not limited to the following: obtaining counsel, gathering documents, reviewing filings, and reviewing the settlement. (Declaration of Plaintiff Barcelo, ¶7.)

Based on the above, the recommendation is to award an enhancement award in the requested amounts of **\$1,500** for a total of **\$3,000**.

D. Claims Administration Costs

The administrator represents that through January 31, 2026, the cost to provide notice and administration services has totaled \$190,588.08 (Chumley Decl., ¶8.) This is less than the \$389,886 maximum amount estimated in the Settlement Agreement (Settlement Agreement, ¶II.B), and disclosed in the notice to class members, to which there were no objections^[1]. (Weisbrot Decl., Exhibit A; Weisbrot Supp. Decl., ¶9, Chumley Decl., ¶7.)

Based on the current number of Claim Forms received, Angeion estimates that the total cost to provide notice and administration services in this Settlement will be approximately \$403,969.18 and is not anticipated to exceed \$450,000. (Chumley Decl., ¶8.)

The Court cannot grant administration costs over the maximum amount of \$389,886 disclosed in the notice to class members.

^[1] The Objectors do not object to the costs of notice. (See Objections; Supp. Brief ISO Obj.)

The Court hears argument of counsel.

Plaintiff withdraws the request for reimbursement of \$8,760.50 for witness and expert fees.

The Plaintiffs' Motion for Final Approval of Class Action Settlement filed by Jane Barcelo, Christina Isernia on 01/16/2026 is Granted.

The Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards filed by Christina Isernia, Jane Barcelo on 01/09/2026 is Granted.

Plaintiff shall submit an updated proposed order.

Non-Appearance Case Review Re: Status of Filing of Final Report is scheduled for 04/02/2027

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The Final Report shall be filed five by 03/26/2027.

Notice is deemed waived.