William J. Edelman (SBN 285177)
MILBERG, PLLC
227 West Monroe Street, Suite 2100
Chicago, IL 60606
Telephone: (771) 474-1121
Facsimile: (865) 522-0049
wedelman@milberg.com

Alex R. Straus (SBN 312366)
MILBERG, PLLC
280 S. Beverly Drive, PH Suite
Beverly Hills, CA 90212
Telephone: (866) 252-0878
Facsimile: (865) 522-0049
astraus@milberg.com

Attorneys for Plaintiffs and the Proposed Class

FILED
Superior Court of California
County of Los Angeles
03/26/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CENTRAL DISTRICT

JANE BARCELO and CHRISTINA ISERNIA, on behalf of themselves and all other similarly situated individuals,

Plaintiffs,

vs.

PAPAYA GAMING LTD. and PAPAYA GAMING, INC.,

Defendant.

Case No. 24STCV32626

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Assigned to Hon. Samantha Jessner
Dept. 7

Date: March 25, 2026
Time: 9:00 a.m.

Class Action Complaint
Filed: December 10, 2024

Plaintiffs Jane Barcelo and Christina Isernia ("Plaintiffs"), and Papaya Gaming, Ltd., and Papaya Gaming, Inc. (collectively "Papaya" or "Defendants", and together with Plaintiffs, the "Parties") have entered into a Class Action Settlement Agreement and Release and all exhibits thereto (the "Settlement" or "Settlement Agreement");

On October 17, 2025, the Court entered the Preliminary Approval Order that, among other things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382, a class for purposes of Settlement only; (b) appointed named Plaintiffs Jane Barcelo and Christina Isernia as Class Representative for settlement purposes; (c) appointed as Class Counsel Jonathan B. Cohen, Gary M. Klinger, and Dan K. Bryson of Milberg Coleman Bryson Phillips Grossman, PLLC; (d) preliminarily found that the Settlement is fair, reasonable, adequate, and the product of substantial investigation, litigation, and arm's length negotiations; (e) appointed Angeion Group ("Angeion") as the Settlement Administrator to provide notice to the Settlement Class, as selected and agreed upon by the Parties; (f) approved the claims, opt out, and objection procedures provided for in the Settlement Agreement; and (g) scheduled a Final Fairness Hearing for March 2, 2026, in Department 7 of the Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. The Final Fairness Hearing was later continued to March 25, 2026 at 9:00 a.m. at the same location.

The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order has been provided, as attested to in declarations from the Settlement Administrator, Angeion—specifically the two declarations of Steven Weisbrot and the declaration of Ryan Chumley;

A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being due and the appropriate number of days after such notice to the Settlement Class;

The Court duly considered the motion for final approval of the Settlement Agreement, Class Counsel's application for a Fee and Expense Award, and the request for Class Representative Service Payments; and

The Court has considered the Settlement Agreement and exhibits thereto, the submissions of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel,

and the objections made by Settlement Class members both in writing and orally during the Fairness Hearing.

Good cause appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS**:

1. The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class members who did not timely exclude themselves from the Settlement Class.

2. The Court adopts, incorporates, and makes a part hereof: (a) the Settlement Agreement and Releases executed by the Parties (the "Settlement Agreement"), including the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively, all of which were previously filed with the Court. All capitalized terms used in this Order have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. The Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as: All 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 (between January 1, 2019 through September 5, 2024), 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 the 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.

1. Class Representatives. Plaintiffs Jane Barcelo and Christina Isernia are hereby appointed, for settlement purposes only, as Class Representatives for the Settlement Class.

2. Class Counsel. Milberg Coleman Bryson Phillips Grossman, PLLC is hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

3. This Court finds and concludes, solely for purposes of settlement, that:

a. the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Action is impracticable;

b. the Settlement Class has been objectively defined and can and has been ascertained from Papaya's business records;

c. there are questions of law and fact common to the Settlement Class which, as to the Settlement and related matters, predominate over any individual questions;

d. the Class Representatives' claims are typical of the Settlement Class members' claims;

e. the Class Representatives and Class Counsel can and have fairly and adequately represented and protected the Settlement Class members' interests;

f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (1) the interests the Settlement Class members in individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class members; (3) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the management of this class action.

4. Class Notice. The Court finds that dissemination of the notices attached to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to obtain a Settlement Payment; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's motion for an award of attorneys' fees and costs and for Service Payments to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses and Service Payments to the Class Representatives; and (vii) their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice

of the proposed Settlement; and (e) satisfied the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice fully satisfied the requirements of due process.

5. Requests for Exclusion. Adam Swenson, Dawn Pavlovich, Jason Salvatore Chiefa Goldstein, James Womack Jr., Heather Hurilla, Nikhar Merchant, and Lizette Sousa submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order.

6. Objections. Nine objections to the settlement were submitted in writing and briefed by the parties, and a tenth objection (Thomas Damico) was heard orally at the Fairness Hearing. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

7. Theresa Miller. The Court received paperwork styled a "motion" requesting that Theresa Miller's claim be processed even though it was submitted after the formal claim deadline, citing extenuating circumstances. The court heard argument and granted Miller's motion. The claims administrator is directed to process Theresa Miller's claim as though it were timely submitted.

8. The Court finds the compensation to the Settlement Class, is fair and reasonable. The Court authorizes the Settlement Administrator to make payments to Participating Settlement Class Members in accordance with the terms of the Settlement Agreement.

9. The Court hereby adopts and approves the Settlement Agreement, and finds that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of the California Code of Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process Clause), and all other applicable laws, and in the best interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and their counsel to implement, perform, and consummate this Settlement in accordance with the terms and conditions of the Settlement Agreement.

10. Dismissal. The Action is hereby dismissed. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Papaya, Plaintiffs, and all Participating Settlement Class Members, as well as their respective successors and assigns.

12. Releases. The Releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor does this Release apply to any Settlement Class member who timely excluded himself or herself from the Settlement.

13. Future Prosecutions Barred. Plaintiffs and all Participating Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims against any of the Released Entities.

14. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by Defendants of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against the Defendants or any of the Released Entities in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

15. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and implementation of this Settlement and any award or distribution to the Participating Settlement

Class members; and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement, pursuant to California Code of Civil Procedure section 664.6 or otherwise.

16. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees and reimbursement of expenses in the amount of $5,000,000, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.[1]

17. Service Payments. The Class Representatives are each awarded a Service Payment in the amount of $1,500, and such amount shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.

18. The Settlement Administrator is awarded the costs of Notice and administration in the amount of $389,886, and such amount shall be paid from the Settlement Fund pursuant to and consistent with the terms of the Settlement Agreement.

19. Defendants shall have no liability or responsibility for any payments, fees, or costs under this Order except as provided in the Settlement Agreement.

20. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiffs, Settlement Class members, and Papaya, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

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[1] At the Fairness Hearing, the Court inquired about details concerning $8,760.50 in expert or witness costs submitted by Class Counsel. Class Counsel stated that in the interest of efficiency they would waive any request for those costs to avoid delays in finalizing settlement approval. Ultimately, Class Counsel's fee motion never sought costs in addition to attorneys' fees; rather, the requested and awarded figure of one-third of the gross fund was inclusive of costs thus the waiver of the $8,760.50 does not impact the fee awarded by the Court.

21. A separate Final Judgment shall be issued adopting this Order and directing the Clerk of Court to dismiss this action accordingly. This Order and the Final Judgment will be posted to the Settlement Administrator's website.

IT IS SO ORDERED.

Dated: 03/26/2026

Samantha Jessner/Judge

Hon. Samantha Jessner