

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barcelo, et al v. Papaya Gaming Ltd., et al

Case No. 24STCV32626

Superior Court for the State of California, Los Angeles County

If you are a person in the U.S. who had a Papaya Gaming account and made a deposit in one or more Papaya games, a class action settlement may affect your rights.

A state court authorized this Notice. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.MobileGamingSettlement.com.

- A proposed settlement has been reached in a lawsuit entitled *Barcelo, et al v. Papaya Gaming Ltd., et al*, Case No. 24STCV32626, pending in the Superior Court of California, Los Angeles County, relating to the Defendants mobile gaming applications. The lawsuit alleges that Papaya Gaming, Ltd. and Papaya Gaming, Inc. (collectively “Papaya” or “Defendants”) misled individuals into believing its games were skill based when they were not because of Defendants’ alleged use of “bots” in contests. Papaya denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Papaya has violated any laws, but rather the resolution of disputed claims.
- Under the Settlement, Settlement Class Members are eligible to submit a claim form for a cash payment or an In-Game Cash distribution.¹
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit www.MobileGamingSettlement.com or call toll-free 1-833-637-4073.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: JANUARY 30, 2026	Submitting a valid claim form is the only way you can receive a cash payment or In-Game Cash distribution if you do not have an Active Papaya Account. If you have an Active Papaya Account, you can receive an In-Game Cash distribution without submitting a claim form.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: JANUARY 30, 2026	If you exclude yourself from this Settlement, you will not get any payment or credit from the Settlement, but you also will not release your claims against Papaya. This is the only option that allows you to be part of any other lawsuit against Papaya for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may <u>not</u> object to the Settlement.
OBJECT TO THE SETTLEMENT BY: JANUARY 30, 2026	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, even if the Class Member has not submitted a written objection.

¹ All capitalized terms not defined in this notice have the same meaning as in the Settlement Agreement, which can be viewed at www.MobileGamingSettlement.com.

Questions? Visit www.MobileGamingSettlement.com or call toll-free 1-833-637-4073

DO NOTHING

If you do nothing and do not have an Active Papaya Account, you will not receive a settlement benefit and you will also give up certain legal rights. If you have an Active Papaya Account, you will receive an In-Game Cash distribution without submitting a claim form.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Superior Court for the State of California, Los Angeles County. The case is known as *Barcelo, et al v. Papaya Gaming Ltd., et al*, No. 24STCV32626. The individuals who brought this lawsuit, Jane Barcelo and Christina Isernia, are called the Plaintiffs, and the entities sued, Papaya Gaming, Ltd. and Papaya Gaming, Inc. are called the Defendants.

2. What is this lawsuit about?

The lawsuit alleges that Papaya misled individuals into believing its games were skill based when they were not because of Defendants’ alleged use of “bots” in contests. Papaya denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Papaya has violated any laws, but rather the resolution of disputed claims.

You can read about the specific claims asserted by the Plaintiffs in the Class Action Complaint, which is available at www.MobileGamingSettlement.com.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and

one judge resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Papaya. Instead, they negotiated a Settlement that provides benefits to Settlement Class Members while avoiding the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. Plaintiffs and Class Counsel think the Settlement is in the best interests of all Settlement Class Members. This Settlement does not mean that Papaya did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all natural persons in the United States or United States Territories who had a Papaya account and made a deposit in one or more Papaya games from January 1, 2019 through September 5, 2024 (the “Class Period”), excluding players blocked due to fraudulent activity.

Settlement Class Members were sent notice of this class action settlement via email. If you received notice of this Settlement, you are eligible to submit a claim form. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-833-637-4073 or by visiting the Settlement Website at www.MobileGamingSettlement.com.

6. Are there exceptions to being included in the Settlement?

Yes. 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.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Defendants will fund a non-reversionary settlement fund in the amount of fifteen million dollars (\$15,000,000), which shall be used to make Settlement Payments, any Fee and Expense Award, any service awards, and payment of all Administrative Costs (preliminarily estimated to be \$389,886).

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 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 either via the digital payment option selected by on the claim form or In-Game Cash distribution to their Papaya account. The Net Settlement Fund is \$15,000,000 minus any Fee and Expense Award, any service award, and all Administrative Costs.

Please visit www.MobileGamingSettlement.com for complete information about the Settlement benefits.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

8. How do I get a payment from the Settlement?

In order to receive a cash payment, Settlement Class Members must (i) complete and submit a claim form or (ii) have an Active Papaya Account.

Claim forms are available at www.MobileGamingSettlement.com, or you may request one by mail by calling 1-833-637-4073 or emailing info@MobileGamingSettlement.com.

Read the instructions carefully, fill out the claim form, and submit it online, email it to info@MobileGamingSettlement.com, or mail it postmarked no later than **January 30, 2026**, to: Papaya Gaming Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

9. When will I get my payment?

The Court will hold a Final Approval Hearing at 10:00 a.m. on March 2, 2026, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the claim forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing info@MobileGamingSettlement.com.

REMAINING IN THE SETTLEMENT

10. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive a cash payment or In-Game Cash distribution and do not have an Active Papaya Account, you must submit a claim form online, via email, or via mail postmarked by **January 30, 2026**. If you have an Active Papaya Account, you will receive an In-Game Cash distribution without submitting a claim form.

11. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Papaya for the claims released in the Settlement Agreement. The specific claims you are giving up against Papaya and the claims you are releasing are as follows: 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 relating to, the claims that actually were, or could have been, asserted in the Action or otherwise.

The Settlement Agreement, available at www.MobileGamingSettlement.com, describes the released claims and the released entities with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the lawyers listed in Question 15 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Papaya about issues in the lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

12. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, and you will not be bound by any judgment in this case.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Papaya for the claims released in the Settlement Agreement. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail clearly stating that you want to be excluded from the Settlement in *Barcelo, et al v. Papaya Gaming Ltd., et al*, Case No. 24STCV32626 (Cal. Super. Ct.).

Your letter must also include your full name, current address, email address, telephone number, and signature. You must mail your exclusion request postmarked no later than **January 30, 2026** to:

Papaya Gaming Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

Mass opt outs are not permitted. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel	
Jonathan B. Cohen Milberg Coleman Bryson Phillips Grossman, PLLC 3833 Central Ave. St. Petersburg, FL 33713	Daniel K. Bryson Milberg Coleman Bryson Phillips Grossman, PLLC 900 W. Morgan Street Raleigh, NC 27603

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will Class Counsel be paid?

Class Counsel will ask the Court to approve a Fee and Expense Award in an amount not to exceed one-third (33.33%) of the Settlement Fund.

In addition, Class Counsel will ask the Court to approve a Service Award payment for the Class Representative in the amount of \$3,000.

The Fee and Expense Award, as well as any Service Award payment awarded by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

If you are a Settlement Class Member, you can object to the Settlement if you do not like any aspect or provision of the Settlement. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

17. How do I tell the Court that I do not like the Settlement?

Objections must be filed with the Court and served on Class Counsel and Defendants' Counsel at the addresses below no later than January 30, 2026.

All objections must be in writing and personally signed by the Settlement Class Member and include: (1) the objector's name, address, email address if any, and telephone number; (2) the case caption; (3) the specific factual basis and legal grounds for the objection; (4) a list of all cases in which the objector has objected to a class action settlement, including case name, court, and docket number; (5) if the objector is represented by counsel, a list of all cases in which the objector's counsel has represented an objector in objecting to a class action settlement, case name, court, and docket number; (6) a statement indicating whether the Settlement Class Member and/or their lawyer(s) intend to appear at the Final Approval Hearing; (7) a list of witnesses, if any, that the objecting Settlement Class Member intends to call; and (8) whether the objection relates only to the objector, or to a subset of the Settlement Class, or to the entire Settlement Class.

Court
Clerk of the Court 312 N Spring St. Los Angeles, CA 90012

Class Counsel	Defendants' Counsel
Daniel K. Bryson and Jonathan B. Cohen Milberg Coleman Bryson Phillips Grossman, PLLC 3833 Central Ave. St. Petersburg, FL 33713	Jason Russell and Raza Rasheed Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, NY 10001

Any Settlement Class Member who has not submitted a timely request for exclusion may appear at the Final Approval Hearing either in person or through an attorney. However, if the Settlement Class Member intends to appear through counsel, the Settlement Class Member must have submitted a written objection pursuant to this section. Any lawyer who intends to appear at the Final Approval Hearing also must enter a written notice of appearance with the Clerk of the Court no later than January 30, 2026. Any Settlement Class Member who intends to request the Court to allow him or her to call witnesses at the Final Approval Hearing must make such a request in a written brief, which contains a list of such witnesses and a summary of their requested testimony.

18. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a claim form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **10:00 a.m.**, on **March 2, 2026**, in Department 7 located at the Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for Fee and Expense Award not to exceed one third (33.33%) of the Settlement Fund and a Service Award payment in the amount of \$3,000 for the Class Representative. If there are objections, the Court will consider them.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Approval Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

21. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, even if the Class Member has not submitted a written objection. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any of the Settlement Benefits, unless you have an Active Papaya Account, in which case you will receive an In-Game Cash distribution if you have not excluded yourself from the Settlement.

If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Papaya or Released Entities about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

23. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.MobileGamingSettlement.com, or by writing to Settlement Administrator: Papaya Gaming Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or emailing info@MobileGamingSettlement.com.

24. How do I get more information?

For more information, please visit www.MobileGamingSettlement.com or call toll-free 1-833-637-4073. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.