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**IN THE SUPERIOR COURT OF 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,

v.

PAPAYA GAMING LTD. and PAPAYA
GAMING, INC.,

Defendants.

FILED
Superior Court of California
County of Los Angeles

10/17/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 24STCV32626

Date: October 17, 2025

Time: 8:30 a.m.

Dept: 7

Assigned for All Purposes to the
Hon. Samantha Jessner

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Date Case Filed: 12/10/2024

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1 5. For settlement purposes only, Plaintiffs are designated and appointed as Settlement
2 Class Representatives.

3 6. For settlement purposes only, the following counsel are designated and appointed as
4 Class Counsel: Jonathan B. Cohen, Gary M. Klinger, and Dan K. Bryson of Milberg Coleman
5 Bryson Phillips Grossman, PLLC.

6 7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain
7 all rights to object to the propriety of class certification in the Litigation in all other contexts and for
8 all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth
9 below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary
10 findings regarding the propriety of class certification shall be of no further force or effect
11 whatsoever, and this Order will be vacated in its entirety. The Court further recognizes that, pursuant
12 to the Settlement Agreement, if the Settlement is terminated then Plaintiffs will dismiss this action
13 without prejudice and the Parties will resume the arbitration proceedings, not litigate in this Court.

14 8. The Court approves, in form and content, the forms of Notice attached to the
15 Settlement Agreement as Exhibit "A" (Email Notice) and Exhibit "C" (Long Form Notice) and finds
16 that they meet the requirements of Cal. Code of Civil Procedure § 382 and satisfy due process.

17 9. The Court finds that the planned Notice set forth in the Settlement Agreement meets
18 the requirements of Cal. Code of Civil Procedure § 382 and constitutes the best notice practicable
19 under the circumstances, where Settlement Class Members are current and former users of
20 Defendant's gaming application, Papaya games, and satisfies fully the requirements of due process,
21 and any other applicable law, such that the Settlement Agreement and Final Approval Order will be
22 binding on all Settlement Class Members. In addition, the Court finds that no notice other than that
23 specifically identified in the Settlement Agreement is necessary in this action. The Parties, by
24 agreement, may revise the Class Notice and Claim Form, attached to the Settlement Agreement as
25 Exhibit "D" (Claim Form), in ways that are not material, or in ways that are appropriate to update
26 those documents for purposes of accuracy or formatting for publication.

27 10. Angeion Group located at 1650 Arch St., Suite 2210, Philadelphia, PA 19103, is
28 hereby appointed Settlement Administrator to supervise and administer the notice process, as well

1 as to oversee the administration of the Settlement, as more fully set forth in the Settlement
2 Agreement.

3 11. The Settlement Administrator may proceed with the distribution of Class Notice as
4 set forth in the Settlement Agreement.

5 12. Settlement Class Members shall be bound by all determinations and orders pertaining
6 to the Settlement, including the release of all claims, whether favorable or unfavorable, unless such
7 persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter
8 provided. Settlement Class Members who do not timely and validly request exclusion shall be so
9 bound even if they have previously initiated or subsequently initiated litigation or other proceedings
10 against any Released Entities relating to the Released Claims released under the terms of the
11 Settlement Agreement.

12 13. Any person falling within the definition of the Settlement Class may, upon a valid
13 and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person
14 may do so if, on or before the Response Deadline of 105 days after entry of the Preliminary Approval
15 Order they comply with the exclusion procedures set forth in the Settlement Agreement and Notice.
16 Any Members of the Settlement Class so excluded shall neither be bound by the terms of the
17 Settlement Agreement nor entitled to any of its benefits.

18 14. No person within the Settlement Class, or any person acting on behalf of, in concert
19 with, or in participation with that person within the Settlement Class, may request exclusion from
20 the Settlement Class of any other person within the Settlement Class.

21 15. Any person in the Settlement Class who elects to be excluded shall not: (a) be bound
22 by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement;
23 (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to any aspect of the
24 Settlement Agreement.

25 16. Any Settlement Class Member who has not requested exclusion from the Settlement
26 Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of
27 the Fee Award that Class Counsel intends to seek and the payment of the Service Awards to the
28 Settlement Class Representatives, may do so, either personally or through an attorney, by filing a

1 written objection, together with the supporting documentation set forth in VII of the Settlement
2 Agreement, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and
3 the Settlement Administrator, postmarked on or before the date of the Exclusion Deadline.

4 17. Any Settlement Class Member may object to this Settlement by mailing a written
5 objection, postmarked on or before the Response Deadline, to the Court c/o Angeion Group, 1650
6 Arch St., Suite 2210, Philadelphia, PA 19103, or by filing it in person on or before the Response
7 Deadline at any location of the Court. All objections must be in writing and personally signed by the
8 Settlement Class Member and include: (1) the objector's name, address, email address if any, and
9 telephone number; (2) the case caption; (3) the specific factual basis and legal grounds for the
10 objection; (4) a list of all cases in which the objector has objected to a class action settlement,
11 including case name, court, and docket number; (5) if the objector is represented by counsel, a list
12 of all cases in which the objector's counsel has represented an objector in objecting to a class action
13 settlement, case name, court, and docket number; (6) a statement indicating whether the Settlement
14 Class Member and/or their lawyer(s) intend to appear at the Final Approval Hearing; (7) a list of
15 witnesses, if any, that the objecting Settlement Class Member intends to call; and (8) whether the
16 objection relates only to the objector, or to a subset of the Settlement Class, or to the entire Settlement
17 Class. The objector must serve the objection on Class Counsel and Defendants' Counsel.

18 18. If represented by counsel, the objecting Settlement Class Member must also provide
19 the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends
20 to appear at the Final Approval Hearing at his/her own expense, either with or without counsel,
21 he/she must state as such in the written objection, and must also identify any witnesses he/she may
22 call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence
23 at the Final Approval Hearing, which must also be attached to, or included with, the written
24 objection.

25 19. Notwithstanding the foregoing, the Court will hear from any class member who
26 attends the Final Approval Hearing and asks to speak regarding his or her objection, even if they
27 have not submitted a written objection.

1 20. Pending the final determination of the fairness, reasonableness, and adequacy of the
2 proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence,
3 or continue any lawsuit with respect to the Released Claims against the Released Parties.

4 21. The Final Approval Hearing shall be held before the Court on March 2, 2026 at 9:00
5 a.m. in Department 7 of the Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012 (or
6 at such other time and location as the Court may without further notice direct) for the following
7 purposes:

8 (a) to finally determine whether the applicable prerequisites for settlement class
9 action treatment under Cal. Code of Civil Procedure 382 have been met;

10 (b) to determine whether the Settlement Agreement is fair, reasonable and
11 adequate, and should be approved by the Court;

12 (c) to determine whether the final order as provided under the Settlement
13 Agreement should be entered including an order prohibiting Settlement Class Members from further
14 pursuing claims released in the Settlement Agreement;

15 (d) to consider the application for a Fee Award to Class Counsel;

16 (e) to consider the application for a Service Award to the Settlement Class
17 Representatives;

18 (f) to consider the distribution of the Settlement Fund pursuant to the Settlement
19 Agreement; and

20 (g) to rule upon such other matters as the Court may deem appropriate.

21 22. Class Counsel shall file papers in support of their Fee Award and Class
22 Representatives' Service Awards (collectively, the "Fee Petition") with the Court twenty-one (21)
23 days prior to the Response Deadline.

24 23. Papers in support of final approval of the Settlement Agreement and any
25 supplementation to the Fee Petition shall be filed with the Court fourteen (14) days prior to the
26 Response Deadline.

27 24. The Final Approval Hearing may be postponed, adjourned, transferred, or continued
28 by order of the Court without further notice to the Settlement Class. At or following the Final

1 Approval Hearing, the Court may enter a final order approving the Settlement Agreement and a
2 Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all
3 Settlement Class Members.

4 25. Settlement Class Members do not need to appear at the Final Approval Hearing or
5 take any other action to indicate their approval.

6 26. The Court will have continuing jurisdiction over the Action for the purpose of
7 implementing the Settlement until the Action and all related matters are fully resolved, and for
8 enforcement of the Settlement, the Settlement Agreement and Final Approval Order thereafter.

9 27. All discovery and other proceedings in the Litigation as between Plaintiffs and
10 Defendants are stayed and suspended until further order of the Court except such actions as may be
11 necessary to implement the Settlement Agreement and this Order.

12 28. The Parties to the Settlement Agreement are directed to carry out their obligations
13 under the terms thereof.

14 29. In accordance with the provisions of the Settlement Agreement specifying the
15 procedures for settlement administration and payment to Settlement Class Members, the Court
16 enumerates below the following deadlines:

Event	Date
Email Notice	30 days after entry of Preliminary Approval Order
Response (Claims) Deadline	105 days after entry of Preliminary Approval Order
Fee Award Petition	21 days prior to Response Deadline
Objection/Exclusion Deadline	105 days after entry of Preliminary Approval Order
Final Approval Motion	14 days prior to Response Deadline
Final Approval Hearing	135 days after entry of Preliminary Approval Order March 02, 2026 at 10:00 a.m.

10/17/2025





Samantha Jessner / Judge
Approved and so ordered

1 /s/ William J. Edelman

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