

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement and Releases, subject to approval by the Court, is made between Jane Barcelo and Christina Isernia, as the proposed representatives of the Settlement Class, and Defendants Papaya Gaming, Ltd. and Papaya Gaming, Inc.

I. RECITALS

A. All terms with initial capitalization shall have the meaning set forth in this Settlement Agreement.

B. Defendants offer skill-based games through mobile gaming applications.

C. Beginning in May 2024, Class Counsel threatened to bring claims against Defendants on behalf of individuals who allege, among other things, they were misled into believing Defendants' games were skill-based when they were not because of Defendants' alleged use of "bots" in contests.

D. On September 5, 2024, the Parties and their counsel participated in a full-day in-person mediation with mediator Robert A. Meyer of JAMS in an effort to settle the Action. The Parties exchanged information prior to and during the mediation.

E. Class Counsel have fully analyzed and evaluated the merits of all Parties' contentions and this Settlement as it impacts all Parties, including the individual members of the Settlement Class. After taking into account the risks of continued litigation, and the likelihood that the Action, if not settled now, will be protracted and expensive, including because of the arbitration agreement set forth in Defendants' Terms of Use, Class Counsel are satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action is in the best interests of the Settlement Class.

F. Class Counsel will file the Action in the Los Angeles County, California Superior Court.

G. By entering into this Agreement, Defendants do not admit that they are liable to Plaintiffs or the Settlement Class, nor do Defendants concede that, absent a settlement, Plaintiffs' putative class may properly be certified. Defendants deny each and every allegation of wrongdoing, liability and damages that were or could have been asserted in the Action and further deny that the claims in the Action would be appropriate for class treatment if the Action were to proceed through litigation and trial. Nonetheless, without admitting or conceding any wrongdoing, liability or damages or the appropriateness of Plaintiffs' claims or similar claims for class treatment, Defendants consent to the Settlement solely to avoid the expense, inconvenience and inherent risk of litigation as well as the inconvenience, interference and disruption of its business operations. Nothing in this Settlement Agreement shall be construed as an admission or concession by Defendants of the truth of any allegations raised in the Action or of any fault, wrongdoing, liability or damages of any kind. This Settlement Agreement, its terms, documents related to it, and the negotiations or proceedings connected with it shall not be offered or received into evidence in the Action or in any other action or proceeding to establish any liability or admission by Defendants.

H. Plaintiffs, individually and on behalf of the Settlement Class, desire to settle their claims alleged against Defendants in the Action, having taken into account through Class Counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this Settlement and the likelihood that the Action will be further protracted and expensive.

I. Class Counsel has conducted an investigation of the facts and applicable law, including, but not limited to, conducting its own pre-filing review of Plaintiffs' claims and obtaining pre-mediation discovery on issues pertaining to liability, class size, and damages. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*

Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”). Based on the foregoing, and upon an analysis of the benefits afforded by this Agreement, Class Counsel considers it to be in the best interest of the Settlement Class to enter into this Agreement.

J. This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of Defendants, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

K. In consideration of the foregoing and other valuable consideration, Plaintiffs, Class Counsel, Defendants, and Defendants’ Counsel agree collectively to settle the claims of the Plaintiffs and the Settlement Class as alleged in the Action, subject to the Court’s approval, on the following terms and conditions.

II. DEFINITIONS

A. “Action” means *Barcelo v. Papaya Gaming, Ltd. and Papaya Gaming, Inc.*

B. “Administrative Costs” means all costs and expenses associated with and incurred in connection with providing Class Notice to the Proposed Class, payment of Settlement Payments, costs of locating Settlement Class Members whose current address is not reflected in existing records of Defendants, and any other costs of or associated with administration of the Settlement Class to be paid from the Settlement Fund. It does not include any fees, costs or expenses incurred by Class Counsel or any Settlement Class Members. Administrative Costs are preliminarily estimated to be \$389,886.

C. “Agreement” or “Settlement Agreement” or “Settlement” means this Proposed Class Action Settlement Agreement.

D. “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 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).

E. “Class Counsel” means Daniel Bryson and Jonathan Cohen of Milberg Coleman Bryson Phillips Grossman, PLLC.

F. “Class Notice” means the Email Notice by which the Settlement Administrator shall provide notification to the Settlement Class Members.

G. “Class Period” means January 1, 2019 through September 5, 2024.

H. “Class Representatives” or “Plaintiffs” means Jane Barcelo and Christina Isernia.

I. The “Court” means the Los Angeles County, California Superior Court.

J. “Defendants” means Papaya Gaming, Ltd. and Papaya Gaming, Inc.

K. “Defendants’ Counsel” means Jason Russell and Raza Rasheed of Skadden, Arps, Slate, Meagher & Flom LLP.

L. “Effective Date” means the date that the Final Approval Order becomes final, binding, non-appealable, or when all appeals have been fully exhausted.

M. “Email Notice” means the notice to be emailed to Settlement Class Members by the Settlement Administrator, substantially in the form of **Exhibit A**, provided that the Preliminary Approval Order prescribes Class Notice by email.

N. “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Escrow Account shall be designated as a Qualified Settlement Fund (“QSF”) pursuant to the Internal Revenue Code to be held in escrow pending disbursement. The Settlement Fund shall be deposited by Defendants into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

O. “Fee and Expense Award” means the amount awarded to Class Counsel by the Court to compensate Class Counsel for attorneys’ fees and expenses in prosecuting the Action, to be paid from the Settlement Fund.

P. “Fee and Service Award Application” means Class Counsel’s application for a Fee and Expense Award and service awards.

Q. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to finally approve the Settlement.

R. “Final Approval Order” means an order entered by the Court finally approving the Settlement.

S. “In-Game Cash” means immediately withdrawable in-game cash deposited into a Settlement Class Member’s Papaya account.

T. “Net Settlement Fund” means the Settlement Fund minus any Fee and Expense Award, any service award, and all Administrative Costs.

U. “Notice Program” means the procedure for providing Class Notice to the Settlement Class.

V. “Parties” means the Class Representatives, all Settlement Class Members, and Defendants.

W. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the terms and conditions of the Settlement Agreement. A copy of a proposed Preliminary Approval Order is attached as **Exhibit B**.

X. “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.

Y. “Released Entities” means 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.

Z. “Response Deadline” means 105 days after entry of the Preliminary Approval Order.

AA. “Settlement Administrator” means the administrator designated to manage the settlement funds, including providing notice and distributing the Settlement Payments to Class Members. The Settlement Administrator will be selected by Class Counsel, subject to Defendants’ approval, not to be unreasonably withheld. Only the Settlement Administrator will be given access to or have authority to access or discover the identities of, and any personal information related to, the Settlement Class.

BB. “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.

CC. “Settlement Class Members” means all members of the Settlement Class.

DD. “Settlement Class Member List” means a list of persons who, according to a reasonable search of Defendants’ business records, fall within the definition of the Settlement Class. The Settlement Class Member List shall include the names of all persons who, according to a reasonable search of Defendants’ business records, fall within the definition of the Settlement Class, and their last known email address provided that the Preliminary Approval Order approves Class Notice by email.

EE. “Settlement Fund” means a payment by Defendants in the amount of \$15,000,000 into a non-reversionary settlement fund, which shall be used to make Settlement Payments, any Fee and Expense Award, any service awards, and payment of all Administrative Costs. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. Class Counsel and the Settlement Administrator agree to take all necessary and reasonable actions to qualify the Settlement Fund as a QSF. Defendants agree to reasonably cooperate to qualify the Settlement Fund as a QSF. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The payment of the Settlement Fund by Defendants fully discharges the Defendants and the other Released Entities’ financial obligations (if any) in connection with the Agreement, meaning that no Released Entity shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member (aside from the In-Game Cash distribution process set forth in Section IV(a) of this Agreement), or any other Person, under this Agreement.

In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendants exceed \$15,000,000.

FF. “Settlement Payment” means the In-Game Cash distribution or cash payment made to each Settlement Class Member who submits a timely and valid claim form pursuant to this Agreement.

GG. “Settlement Website” means an internet website to be established and maintained by the Settlement Administrator for purposes of administering the Settlement.

III. SCHEDULE AND CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

A. Plaintiffs shall timely move the Court for preliminary and final approval of the Settlement. The Parties further stipulate that: (1) a Settlement Class shall be certified in accordance with the definition of the Settlement Class set forth in this Agreement; (2) the Class Representatives shall represent the Settlement Class for settlement purposes; and (3) Class Counsel shall represent the Settlement Class for settlement purposes.

B. Plaintiffs shall promptly file an unopposed Motion for Preliminary Approval of the Settlement, attaching this Agreement with Exhibits. In their Motion for Preliminary Approval, Plaintiffs shall request that the Court: (1) enter the Preliminary Approval Order; (2) certify, for settlement purposes only, the Settlement Class; (3) appoint Plaintiffs as Class Representatives; (4) grant service awards in the amount of \$1,500 to each Class Representative; (5) appoint Class Counsel as counsel for the Settlement Class; (6) approve the Notice Program; (7) approve the procedures for objecting to and requesting exclusion from the Settlement; and (8) schedule a Final Approval Hearing. The Motion for Preliminary Approval shall include an analysis of the Settlement under *Dunk/Kullar*. Solely for the purposes of the Settlement, Defendants shall not oppose the motion and may file a statement of non-opposition.

Plaintiffs will also submit, by the deadline set by the Court, a motion (1) seeking entry of the Final Approval Order; (2) confirming certification of the Settlement Class for settlement purposes; (3) finding the Notice Program was the best notice practicable under the circumstances and comported with all applicable requirements of law and due process; (4) confirming the release of the Released Claims; (5) identifying those who have timely and validly requested exclusion; and (6) confirming the retention of jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Agreement, the Final Approval Order, and any order granting any Fee and Expense Award and service awards, and for any other necessary purpose. Solely for the purposes of the Settlement, Defendants will not oppose the motion and may file a statement of non-opposition.

C. In the event that this Agreement (including the Settlement provided for herein) is not finally approved, is terminated or cancelled, or fails to become effective for any reason whatsoever, the conditional class certification, to which the Parties have stipulated solely for the purpose of the settlement of the Action, shall be null and void.

IV. THE SETTLEMENT TERMS

A. Funding of Settlement

Defendants shall, within forty-five (45) days after the Effective Date, wire the Settlement Fund less (i) any Notice and Administration Costs paid in advance by Defendants and (ii) the total amount of In-Game Cash to be distributed by Defendants into the Escrow Account (“Settlement Funding Date”). Any interest that accrues on the Settlement Fund after receipt by the Settlement Administrator will be added to the Settlement Fund. Defendants, Defendants’ Counsel and the Released Entities shall have no responsibility or liability for the acts or omissions of the Settlement Administrator, Class Counsel, or their agents.

B. Settlement Payments and Distribution

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.

Within thirty (30) days after the Effective Date, the Settlement Administrator shall calculate the Net Settlement Fund by deducting from the Settlement Fund: (1) the Administrative Costs incurred in connection with the Notice Program and any other Administrative Costs approved by the Parties; (2) any costs, fees, or other expenses that the Settlement Administrator expects reasonably to incur through the conclusion of the Settlement (“Projected Administrative

Costs”); (3) the amount of any Court-approved Fee and Expense Award; and (4) the amount of any Court-approved service awards. The Settlement Administrator shall then calculate the allocation to Authorized Claimants to be made from the Net Settlement Fund and shall inform the Parties’ counsel of the amount of an individual In-Game Cash distribution or a cash payment that Authorized Claimants will receive. The Settlement Administrator shall also calculate the total amount of In-Game Cash to be distributed by Defendants and shall inform the Parties’ counsel of such amount. For making these calculations, within 45 days of the date of the Email Notice, Defendants will provide the Settlement Administrator with the details of the Settlement Class Members who have an Active Papaya Account.

The Settlement Administrator will provide Class Counsel and Defendants’ Counsel with a document demonstrating this calculation. The Parties shall review and approve any Projected Administrative Costs, and approval shall not be unreasonably withheld. If at the conclusion of the Settlement administration not all of the Projected Administrative Costs are incurred, remaining amounts shall be redistributed to Authorized Claimants. In no event, however, shall the Settlement Administrator be paid more than the actual Administrative Costs, including Projected Administrative Costs.

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. Prior to mailing checks, the Settlement Administrator shall attempt to update the last known addresses of Settlement Class Members through the National Change of Address database. If a check is returned and marked “Undeliverable,” the Settlement Administrator shall make reasonable efforts to locate the Settlement Class Member, reissue the check, and send it to a forwarding address.

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.

C. Class Counsel's Fees and Expenses

On or before twenty-one (21) days prior to the Response Deadline, Class Counsel may apply to the Court for a Fee and Expense Award from the Settlement Fund, not to exceed one third (33.33%) of the Settlement Fund as reasonable attorneys' fees. The Parties agree that the amount of attorneys' fees or expenses ultimately paid from the Settlement Fund will not in any way reduce, increase, or otherwise modify Defendants' obligation to pay the agreed-upon sum of \$15,000,000 for the Settlement Fund. Class Counsel's Fee and Expense Award shall be subject to approval by the Court. Defendants shall not be liable for any claims ensuing from distribution of attorneys' fees and expenses. The Parties did not discuss any award of attorneys' fees or expenses until the material terms of the Settlement Agreement were agreed.

In consideration of this Agreement, Class Counsel and Plaintiffs release the Released Entities from any and all claims for attorneys' fees or costs, by lien or otherwise, other than the amount awarded by the Court. Class Counsel and Plaintiffs further agree that the Fee and Expense Award, if any, shall compensate them for all legal work in the Action up to and including the Effective Date, as well as for all legal work and costs that may be incurred in the Action after the Effective Date.

This Settlement is not conditioned upon the Court awarding any attorneys' fee and expense award or service award, and should the Court decline to make a Fee and Expense Award or service award, or approve an award less than that sought by Class Counsel, the remaining provisions of the Settlement shall be binding and effective.

Defendants have reserved their rights to object to any Fee and Expense Award Application that Defendants deem unreasonable, though waive their right to appeal the portion of the Court's Final Order pertaining solely to an award of Fee and Expense Award or service award. Defendants expressly preserve the right to appeal any other aspect of the Court's Orders relating to the Settlement to the extent they alter any material provisions of the Settlement, including, but not limited to, the amount of the Settlement Fund or the scope of injunctive relief.

V. RELEASES

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 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 addition, Plaintiffs on behalf of themselves, their heirs, personal representatives, executors, successors, and assigns, shall further 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 other 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 accountant fees, and any other losses or detriment of any kind known or unknown, asserted or not asserted, past or present, arising prior to or during the Class Period, 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 arising directly or indirectly out of, or in any way relating 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 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.

In connection with and as part of the Released Claims, Plaintiffs expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding California or other law, Plaintiffs expressly agree that, in connection with and as part of the Released Claims, the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law in connection with the Released Claims and any unknown claims that are substantially similar to or overlap with the Released Claims; and also agree and acknowledge that the foregoing is an essential term of the releases provided herein.

Plaintiffs and Settlement Class Members 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 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.

VI. NOTICE TO THE SETTLEMENT CLASS

No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator the Settlement Class Member List in an electronic format. Defendants shall cooperate with the Settlement Administrator by providing such reasonable data in Defendants' possession, custody, or control requested by the Settlement Administrator to enable the Settlement Administrator to identify Settlement Class Members, provide notice, and otherwise perform the duties prescribed by this Agreement (the "Class Data"). Neither Plaintiffs nor Class Counsel shall have access to the Settlement Class Member List or Class Data under any circumstances, and the Settlement Administrator shall not send the Settlement Class Member List or Class Data to Plaintiffs or Class Counsel or otherwise provide them with access to the Settlement Class Member List or Class Data.

As soon as practicable but starting no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Email Notice to be sent to all Settlement Class Members for whom the Settlement Class Member List includes an email address, provided that the Preliminary Approval Order authorizes Class Notice by email. Defendants make no representations as to the accuracy of any emails included in the Settlement Class Member List. If the Email Notice to a Settlement Class Member is rejected or “bounces back” as undeliverable, the Settlement Administrator shall promptly send the email address through an advanced email address search process in an effort to find an alternate email address. If an updated email address is obtained through the advanced search process, the Settlement Administrator will re-send the Email Notice to the updated email address. Settlement Class Members who receive re-sent Email Notices through the advanced search process shall have an extended Response Deadline, calculated by the time between the Claims Administrator’s original Email Notice and the re-sent Email Notice.

Prior to the date on which the Settlement Administrator provides Class Notice, the Settlement Administrator shall establish the Settlement Website. The Settlement Website shall contain: (1) the Email Notice in downloadable PDF format in both English and Spanish; (2) a contact information page with contact information for the Settlement Administrator, and addresses and telephone numbers for Class Counsel and Defendants’ Counsel; (3) the Settlement Agreement; (4) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof; (5) the operative complaint in the Action; and (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations filed publicly in support thereof. The Settlement Website shall

remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement.

The Settlement Administrator shall receive all claim forms and administer the Settlement as approved by the Court. Claim forms may be returned to the Settlement Administrator via mail, the Settlement Website (including utilizing an electronic signature service), and email. Claim forms must be submitted to the Settlement Administrator by the Response Deadline.

VII. OBJECTIONS AND OPTING OUT OF THE SETTLEMENT

Request for Exclusion. Settlement Class Members have the right to request exclusion from the Settlement. The Class Notice shall advise Settlement Class Members of this right and the requirements for doing so.

Any Settlement Class Member may seek to be excluded from the Settlement Class by opting out by the Response Deadline. A request for exclusion must (i) be in writing; (ii) be postmarked on or before the Response Deadline; (iii) include the name of the case; (iv) be personally signed by the Settlement Class Member seeking exclusion; (v) request exclusion only for that one individual whose personal signature appears on the request; (vi) identify the name and address of the Settlement Class Member seeking exclusion and the phone number associated with their Papaya account(s); and (vii) contain language clearly indicating a request for exclusion, such as “I wish to be excluded from the Settlement in *Papaya Gaming, Ltd.*” Mass opt outs are not permitted. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

The request must be mailed to the address provided in the Class Notice. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than one designated in the Class Notice, or that is not received within the time specified shall be

invalid and the person(s) serving such request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member to the Agreement, if approved.

The Settlement Administrator shall forward copies of all requests for exclusion to Class Counsel and Defendants' Counsel no later than seven (7) days after receipt. Any Settlement Class Member who opts out of this Settlement shall not be bound by any prior court order or the terms of the Agreement. Any person who opts out of this Settlement is prohibited from objecting to the Settlement.

Objecting to the Settlement. Settlement Class Members have the right to object to the Settlement and/or the Fee and Service Award Application. The Class Notice shall advise Settlement Class Members of this right and the requirements for doing so.

Any Settlement Class Member may object to the Settlement by mailing a written objection, postmarked on or before the Response Deadline, to the Court c/o Angeion Group, 1650 Arch St., Suite 2210, Philadelphia, PA 19103, or by filing it in person on or before the Response Deadline at any location of the Court. 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. The objector must serve the objection on Class Counsel and Defendants' Counsel.

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 the Response Deadline. 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.

No person who has opted out of the Settlement may object to it. 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.

The Class Representatives, Class Counsel, and/or Defendants may file responses to any timely written objections no later than seven (7) days prior to the Final Approval Hearing. Class Counsel shall be responsible for opposing any objection to the Settlement Agreement or any request by any Settlement Class Member for compensation not contemplated by this Settlement Agreement, unless otherwise agreed to by the Settling Parties.

VIII. OBLIGATIONS OF THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall perform the duties, tasks, and responsibilities associated with providing notice and administering the Settlement, including the following: (1) preparing and disseminating the Class Notice; (2) maintaining the Settlement Website to allow class members to elect electronic payments; (3) keeping track of any requests for exclusion from and objections to the Settlement, including maintaining the original envelope in which they were mailed; (4) delivering to Class Counsel and Defendants' Counsel copies of any request for exclusion, objection, or, upon request, any other written or electronic communications from the Settlement Class; (5) making Settlement Payments; (6) performing any tax reporting duties required by this Agreement or any applicable law; (7) maintaining adequate records of its activities, including dates of transmission of the Email Notice, undeliverable emails, returned mail, and other communications and attempted communications with the Settlement Class; (8) confirming in writing its completion of the administration of the Settlement; and (9) such other tasks as Class Counsel and Defendants' Counsel mutually agree.

The retainer agreement shall provide that the Settlement Administrator understands and agrees that it will be provided with certain personal identifying information relating to the Settlement Class and agrees to (i) keep the information secure utilizing security measures that, at a minimum, comply with all applicable laws, rules, and regulations, including but not limited to the Israel's Protection of Privacy Law 5741, (ii) not disclose or disseminate it, and (iii) use the information solely for purposes of effectuating the Settlement. The Settlement Administrator shall agree that it shall be subject to the jurisdiction of the Court with respect to the administration of this Settlement.

The Settlement Administrator shall also be required to sign a confidentiality agreement, which sets forth, among other things, a timeline for the Settlement Administrator to destroy all records of email addresses and any other personal information regarding Settlement Class Members received from Defendants. The Settlement Administrator shall not utilize Settlement Class Members' email addresses, or any other information received from Defendants, for any purpose other than effectuating this settlement.

Starting one week after the deadline to begin the Notice Program, the Settlement Administrator shall also provide weekly reports to Defendants' Counsel and Class Counsel concerning requests for exclusion and objections received during the prior week and to date.

Within five (5) days of the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report containing the information regarding requests for exclusion and objections, including timely and untimely requests for exclusion and objections. The Settlement Administrator shall provide a declaration to be submitted in support of the motion for entry of the Final Approval Order detailing the Notice Program and the number of valid requests for exclusion and objections received.

The Settlement Administrator shall also provide Class Counsel and Defendants' Counsel with a reconciliation and accounting of the Settlement Fund at each of the following times: (1) no later than ten (10) days after the Settlement Payments are made; and (2) no later than 180 days after the Settlement Payments are made.

All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Approval Order.

IX. NON-DISPARAGEMENT

Plaintiffs and Class Counsel, for themselves and on behalf of their agents, attorneys, employees, contractors, representatives, officers, directors, divisions, suppliers, parents,

subsidiaries, affiliates, assigns, beneficiaries, successors, predecessors, accountants, and shareholders, each in their respective capacities as such, agree not to publicly disparage Defendants or take any action designed to harm the public perception of Defendants regarding any issue that may result from, arise out of, are based on, or relate in any way to the practices and claims that were alleged in the Action or this Agreement.

X. BINDING EFFECT OF AGREEMENT

This Agreement is binding upon and shall inure to the benefit of any Settlement Class Member who did not properly exclude himself or herself from the Settlement Class, as well as their heirs, successors, executors, personal or legal representatives, administrators, trustees, or anyone else claiming to have rights derived from or through the Settlement Class Member.

XI. NOTICES

Any communication, verification, or notice sent by any Party in connection with this Agreement shall be sent by email and overnight mail as follows:

To Class Counsel:

Jonathan B. Cohen
Milberg Coleman Bryson Phillips Grossman, PLLC
3833 Central Ave.
St. Petersburg, FL 33713
jcohen@milberg.com

To Defendants' Counsel:

Jason Russell and Raza Rasheed
Skadden, Arps, Slate, Meagher & Flom LLP
2000 Avenue of the Stars, Suite 200N
Los Angeles, CA 90067
jason.russell@skadden.com
raza.rasheed@skadden.com

XII. ENTIRE AGREEMENT

The Parties agree that this Agreement sets forth the entire understanding between the Parties.

XIII. CHOICE OF LAW

Except to the extent federal law applies, this Agreement and ancillary agreements shall be governed by and construed in accordance with the laws of the State of California without respect to its choice of law principles.

XIV. REPRESENTATIONS AND WARRANTIES

Plaintiffs represent and warrant that they have not sold, assigned, transferred or otherwise disposed of any of the claims, demands or rights that are the subject of this Agreement; and that they shall take all necessary action to effectuate the terms of this Agreement. Other than the individuals Class Counsel identified to Defendants, Class Counsel warrant and represent that they do not presently represent any individuals other than Plaintiffs in connection with any claims against Defendants relating in any way to the Action.

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.

XV. VOIDING OF AGREEMENT AND RIGHT TO WITHDRAW

If the Court declines to approve the Agreement and procedures contemplated herein, then the Agreement is automatically null, void, and of no force and effect. If the Court imposes any additional or increased burden, condition, or obligation upon a Party and that Party finds it to be

unacceptable, that Party will have fourteen (14) days after written notice of such order becoming final to withdraw from this Agreement, in which case the Agreement shall be null, void, and of no force and effect.

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.

However, in the event the Court determines any proposed Class Representative payment or Class Counsel's Fee and Expense Award should be reduced, it is expressly agreed and understood that such a decision by the Court shall not operate as a means by which a Party can withdraw from this Agreement.

XVI. NO ADMISSION OF LIABILITY

This Agreement constitutes a compromise of disputed claims for purposes of achieving an amicable and efficient settlement. Nothing in this Agreement or any of the procedures carried out pursuant thereto shall constitute or be construed as an admission of liability or wrongdoing on the part of the Released Entities. Nothing in this Agreement shall constitute an admission by the Released Entities that the Action was properly brought as a class or representative action other than for settlement purposes or an admission by the Released Entities of the propriety of the Action. The Released Entities contend that the claims alleged in the Action lack merit, that they at all times acted properly, and deny any and all liability.

It is agreed that neither the existence of this Agreement, its contents, nor communications or negotiations culminating in this Agreement, may be used as evidence of liability or fault on the

part of the Released Entities or any person or entity associated in any way with the Released Entities.

XVII. MISCELLANEOUS

All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that a conflict or inconsistency exists between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall prevail.

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by Defendants' Counsel and Class Counsel, and with Court approval.

This Agreement may be executed in multiple counterparts; each of which shall be deemed an original and the various counterparts shall constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or electronic copies of executed copies of this Agreement may be treated as originals.

Each of the Parties hereto has jointly participated in the negotiation and drafting of this Agreement and each Party was represented by counsel of his or her own choosing throughout the negotiations. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Parties or the Settlement Class against any and all of

the Released Entities with respect to the Released Claims. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties with the assistance of a mediator and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

The waiver by any of the Parties of any provision or breach of this Agreement shall not be deemed a waiver of any other provision.

Neither Plaintiffs or Class Counsel nor Defendants or Defendants' Counsel shall conduct a press conference or issue a press release in connection the Settlement and further agree not to engage in any communications with the media or the press, orally or in writing, that relate to this Settlement or the Action other than statements that are fully consistent with the Class Notice. Nothing in this Agreement restricts Class Counsel from responding to inquiries from putative Settlement Class Members or their representatives regarding the Settlement, or from providing accurate copies of publicly available Court filings in response to inquiries. If the Parties are contacted by the press, media or any industry association, they will respond only that this Action has been amicably resolved to the Parties' mutual satisfaction.

[Remainder of page intentionally left blank; signature page follows.]

AGREED TO ON THE LATEST OF THE DATES SET FORTH BELOW.

Jane Barcelo:  (Sep 16, 2025 08:23:34 PDT) Date: 09/16/2025

Christina Isernia:  (Sep 16, 2025 12:59:38 EDT) Date: 09/16/2025

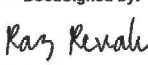
Class Counsel

By:  (Sep 16, 2025 07:20:04 MDT)
Daniel K. Bryson & Jonathan B. Cohen
Milberg Coleman Bryson Phillips Grossman,
PLLC
3833 St. Petersburg, FL 33713
Date: Sep 16, 2025

Defendants

Signed by:
By:  (2FAC463DBE284C9...)
Oriel Bachar
Chief Executive Officer
Papaya Gaming, Ltd., Papaya Gaming, Inc.
HaMasger St. 35
Tel Aviv-Yafo, 6721407, Israel

Date: September 14, 2025

DocuSigned by:
By:  (A797F3C2B8DD4B9...)
Raz Raveh
Vice Presidence, Finance
Papaya Gaming, Ltd.
HaMasger St. 35
Tel Aviv-Yafo, 6721407, Israel

Date: September 14, 2025

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$15M Papaya Gaming Settlement Ends Class Action Over Alleged Use of Bots in 'Skill-Based' Contests](#)
