

FILED
San Francisco County Superior Court

APR 21 2026

CLERK OF THE COURT
BY: *Edmond J. [Signature]*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

THOMAS BACKER, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GAMETIME UNITED, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. CGC-22-599227

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiff Thomas Backer (“Plaintiff”) and Defendant Gametime United, Inc. (“Defendant”) have reached terms of settlement for a putative class action. Plaintiff filed a further renewed motion for preliminary approval of class action settlement. The Court, having reviewed and considered Plaintiff’s motion, its accompanying memoranda, the Settlement Agreement,¹ and the file in the case, grants Plaintiff’s motion. The Court hereby orders as follows.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. Unless otherwise specified, terms in this Order Granting Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) shall have the same definition as used in the Settlement Agreement.

¹ “Settlement Agreement” or “Settlement” refers to the Class Action Settlement Agreement and Release attached as Exhibit 1 to the Second Supplemental Declaration of Alex Valle filed on February 25, 2026.

1 the Class is ascertainable and sufficiently numerous to warrant class treatment; (2) common questions of
2 law and fact predominate and there is a well-defined community of interest amongst the Class;
3 (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff will fairly and adequately protect
4 the interests of the Class; (5) a class action is superior to other available methods for an efficient
5 adjudication of this controversy; and (6) Plaintiff's counsel are qualified to serve as counsel for the Class.

6 6. Solely for purposes of settlement, the Court hereby provisionally appoints Aegis Law
7 Firm, PC, as Class Counsel.

8 7. Solely for purposes of settlement, the Court hereby provisionally appoints Plaintiff
9 Thomas Backer as Class Representative.

10 **NOTICE TO SETTLEMENT CLASS MEMBERS**

11 8. The Court hereby approves the parties' designation of Verita Global, LLC as Settlement
12 Administrator to perform the functions described in the Settlement Agreement.

13 9. The Court approves, as to form and content, the Notice of Proposed Class Action
14 Settlement ("Short-Form Notice") attached as exhibit B to the Settlement Agreement and the untiled long-
15 form notice ("Long-Form Notice") attached as exhibit A to the Settlement Agreement (collectively,
16 "Notice" or "Class Notice"). The Court finds that the Class Notice fairly and adequately informs
17 Settlement Class Members of the nature of the Action, the terms of the Settlement, their rights and
18 obligations, the procedures for objecting to or excluding themselves from the Settlement, and the date and
19 location of the Final Approval Hearing.

20 10. Within 15 calendar days following the date of this Order, Defendant shall provide Verita
21 Global LLC the Class List with the following information about each Class Member: (1) full name; (2)
22 last known mailing address; and (3) email address.

23 11. The Court directs the Settlement Administrator to mail the Short-Form Notice by first-
24 class U.S. mail and by email to all Settlement Class Members in accordance with the terms of the
25 Settlement Agreement. The Settlement Administrator shall post the Long-Form Notice on the dedicated
26 settlement website. The Court finds, on a preliminary basis, that the procedures for giving notice as set
27 forth in the Settlement Agreement, including use of email, skip tracing, and re-mailing where necessary,
28 constitute the best notice practicable under the circumstances and comply with the requirements of due

1 process and applicable law. The Settlement Administrator shall prepare and submit to Class Counsel and
2 Defense Counsel a declaration attesting to the completion of the notice process as set forth in the
3 Settlement Agreement, including a description of efforts made to re-send any Class Notice returned as
4 undeliverable and the total number of Requests for Exclusion and Objections received before and after the
5 Response Deadline.

6 12. The deadline by which Settlement Class Members may submit a Request for Exclusion or
7 file an Objection shall be 90 calendar days from the date of the Order, plus an additional 30 days for
8 Settlement Class Members whose Class Notice is remailed (the "Response Deadline"), as set forth in the
9 Settlement Agreement.

10 13. Any Settlement Class Member who wishes to be excluded from the Settlement must
11 submit a timely written Request for Exclusion to the Settlement Administrator in accordance with the
12 instructions in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the
13 Administrator can reasonably ascertain the identity of the person as a Class Member and the Class
14 Member's desire to be excluded. Settlement Class Members who properly and timely request exclusion
15 shall not be deemed Participating Class Members, shall have no further rights under the Settlement
16 Agreement with respect to the Class Claims, shall not receive any Individual Settlement Payment, and
17 shall have no standing to object to the Settlement.

18 14. Any Settlement Class Member who wishes to object to the Settlement may submit a timely
19 written objection to the Settlement Administrator in accordance with the instructions in the Class Notice,
20 who shall promptly provide copies to Class Counsel and Defense Counsel. Class Counsel shall file any
21 such objections with the Court as part of the motion for final approval. Settlement Class Members may
22 also appear in Court (or hire any attorney to appear in Court) to present verbal objections at the Final
23 Approval Hearing with or without having made a written objection.

24 15. Any Settlement Class Member who does not submit a timely and valid Request for
25 Exclusion will be deemed a Participating Class Member, will be bound by the Settlement and the
26 Released Class Claims, and will be entitled to receive an Individual Settlement Amount in accordance
27 with the allocation formula set forth in the Settlement Agreement

