

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Greg Matus, *on behalf of himself and all others*
similarly situated,

Plaintiff,

vs.

Sport Squad, Inc. d/b/a JOOLA,

Defendant.

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Case No. 24-cv-60954-DSL

**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND PROVISIONAL CERTIFICATION
OF PROPOSED SETTLEMENT CLASS**

Plaintiff Gregory Matus, on behalf of himself and the proposed Settlement Class of individuals similarly situated, with the consent of Defendant Sport Squad, Inc., d/b/a JOOLA (“JOOLA”), respectfully requests entry of an order granting Preliminary Approval of the class action settlement set forth in the Parties’ Settlement Agreement (“Settlement” or “Agreement”), certifying the Settlement Class, appointing Class Counsel, appointing Plaintiff as Class Representative, providing for issuance of Notice to the Class, continuing the stay of the Action pending Final Approval, and scheduling a date and time for the Final Approval Hearing.

I. Introduction

This case involves pickleball, the fastest growing sport in the United States. JOOLA makes some of the most popular and advanced pickleball paddles available. Plaintiff brought this putative class action on behalf of a Nationwide Class and a Multi-State Subclass of individuals who purchased certain pickleball paddles that Plaintiff alleges JOOLA falsely advertised, marketed, and sold as approved by USA Pickleball (“USAP”) but that allegedly were not actually USAP approved (the “Gen 3 Paddles”). Plaintiff alleges that JOOLA’s false and misleading marketing of the Gen 3 Paddles constituted unfair or deceptive acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.204, *et seq.* (“FDUTPA”) and other state consumer protection laws that are materially the same as Florida’s. Plaintiff alleges that JOOLA was unjustly enriched by virtue of this deceptive business practice. JOOLA denies liability in this Action.

Plaintiff has worked diligently to litigate these claims to benefit all consumers who were harmed by JOOLA’s alleged deception. Today, these efforts, along with Plaintiff John Michael Tomberlin’s efforts to litigate a substantially similar case against JOOLA in the Central District of California, *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158-MWC (the “California

Action”), have been successful. Plaintiff is pleased to represent to the Court that the parties have entered into the proposed class Settlement, which would settle both the Florida Action and the California Action and benefit a Nationwide Class.¹ The proposed Settlement is the result of arm’s-length negotiations and mediation before the Honorable Michael Hanzman (Ret.) and provides for substantial and meaningful relief to the Settlement Class. A copy of the Settlement Agreement is attached as **Exhibit A**.

As a result of Plaintiff Matus, Plaintiff Tomberlin, and the undersigned counsels’ efforts, aided by Judge Hanzman, all consumers who purchased Gen 3 Paddles from JOOLA or its Authorized Retailers, who have not yet returned their paddles to JOOLA, and who submit a valid claim (Proof of Purchase and return of the paddle) will receive a full refund of \$300—an amount that meets or exceeds the original retail prices, plus applicable sales taxes, of the Gen 3 Paddles. Moreover, all consumers who return a Gen 3 Paddle without Proof of Purchase will receive a \$150 voucher to use on JOOLA’s website. The Settlement represents an excellent result for consumers as it offers Settlement Class Members a potential recovery that approximates their total likely recoverable damages. As part of the Settlement, Defendant has also agreed to separately pay Class Counsel up to \$790,000 in Attorneys’ Fees and Expenses, subject to Court approval, and all Administration Costs, neither of which will reduce the amount of relief provided to the Class Members. In consideration, Plaintiff and all Class Members will release Defendant from the claims made in the Action and that pertain to the Class Members’ purchase of any Gen 3 Paddles

¹ The proposed Settlement does not resolve JOOLA’s claims in the Florida Action and the California Action against third-party USAP, though JOOLA agrees as part of the proposed Settlement that upon the Court’s entry of Final Judgment, JOOLA will file a consent motion to dismiss without prejudice JOOLA’s third-party complaints against USAP in the Florida Action and the California Action. By entering into this Agreement, JOOLA is not releasing, waiving, or otherwise compromising any claims or potential claims that it has or may have against USAP.

that the members return. The Settlement will also avoid delay in providing relief to the Settlement Class and avoid further protracted litigation with uncertain results.

The parties have agreed to retain the services of Kroll Settlement Administration, LLC (“Kroll” or the “Settlement Administrator”), to assist with the dissemination of the Notice to the Class, the claims process, and the implementation of the Settlement following Final Judgment. Kroll is one of the nation’s leading class action settlement administrators. The parties’ robust Notice Plan, as explained thoroughly in the Declaration of Christie K. Reed, the Media Director of Kroll, attached as **Exhibit B**, will provide the best notice practicable to Class Members, consistent with the methods and tools employed in other court-approved notice programs and will allow Class Members the opportunity to review a plain language notice directing them to next steps to learn more about the Action and submit a Claim.

Because Settlement Class Members are receiving potentially all of their claimed damages, and, at a minimum, a substantial portion of the claimed damages, and for the reasons further addressed herein, the parties’ proposed Settlement is fair, reasonable, and meets the requirements for Preliminary Approval. Plaintiff therefore requests, with the support of Defendant, that the Court: (1) grant Preliminary Approval of the Settlement; (2) grant preliminary certification of the Proposed Settlement Class for purposes of settlement; (3) appoint Plaintiff as the Rule 23(c) Class Representative; (4) appoint Co-Lead Counsel, Sigrid McCawley and Tyler Ulrich of Boies Schiller Flexner LLP, Brad Edwards of Edwards Henderson, and Hallie Von Rock of Aiman-Smith & Marcy² pursuant to Fed R. Civ. P. 23(c)(1)(B) and 23(g); (5) approve the proposed Notice Plan

² Ms. Von Rock is counsel for Plaintiff Tomberlin in the California Action. Although only Plaintiff Matus is requesting to be appointed Class Representative in this Action, the Settlement is the result of efforts by both Plaintiff Matus and Plaintiff Tomberlin, who, along with counsel in the California Action, also participated in the mediation and contributed substantially to the factual and legal development of claims against Defendant. This Settlement comprises a global resolution

pursuant to Fed. R. Civ. P. 23(e); (6) appoint Kroll as Settlement Administrator to effectuate the Notice Plan; (7) continue to stay this Action; and (8) schedule a date and time for the Final Approval Hearing, which the Parties propose could occur no earlier than January 2026. The Parties' suggested month for a Final Approval Hearing is calculated as follows. Section VI.B. of the Settlement Agreement requires that the Class Notice be served no later than thirty (30) days after entry of the Preliminary Approval Order. Thus, if such an Order is entered by June 1, 2025, the deadline for serving Class Notice will be July 1, 2025. The Settlement Administration section of the Settlement Agreement, Section VII, outlines an entire notice, paddle return and inspection, objection, and dispute resolution deadline process that must be completed no later than 172-days from the date the Class Notice period begins, which would be December 20, 2025 (again, if the Class Notice is served on July 1, 2025). Accordingly, the Parties believe that a Final Approval Hearing should be set in January of 2026.

II. Procedural History

a. *Matus v. Sport Squad, Inc. d/b/a JOOLA*

Plaintiff filed his complaint in this Action on June 5, 2024 and subsequently filed an amended complaint on August 23, 2024. The amended complaint asserted four claims: (1) unjust enrichment; (2) breach of express warranty; (3) breach of implied warranty; and (4) unfair or deceptive acts or practices in violation of FDUTPA. On December 17, 2024, the Court denied in part JOOLA's motion to dismiss Plaintiff's FDUTPA and unjust enrichment claims, finding that by "[m]arketing and selling the Subject Paddles as certified when they were not certified," JOOLA was "likely to cause injury to a consumer who seeks to purchase paddles that USAP certified."

of all claims against Defendant related to the Gen 3 Paddles including settling both the Florida Action and the California Action and will benefit a Nationwide Class.

The Court dismissed Plaintiff's claims of breach of implied and express warranty for procedural reasons relating to pre-suit notice. In October 2024, Plaintiff served extensive written discovery on JOOLA related to both class certification and the merits. On December 16, 2024, the Court initially entered a trial schedule with class certification briefing in March, and all discovery completed by June 18, 2025. The Parties subsequently received a 45-day extension of these deadlines to engage in information exchange in preparation for mediation. Mediation sessions were held before the Honorable Michael A. Hanzman on two separate days in February 2025, ultimately culminating in this Settlement.

b. *Tomberlin v. Sport Squad, Inc. d/b/a JOOLA*

As noted *supra*, the proposed Settlement also resolves the California Action, in which Plaintiff John Michael Tomberlin asserted similar claims against Defendant. Plaintiff Tomberlin filed his complaint on May 31, 2024 and filed the operative complaint on September 17, 2024, which JOOLA answered on October 4, 2024. Tomberlin asserted California statutory claims under California law for Fraudulent Competition under the Unfair Competition Law, Cal. Bus. & Profs. Code § 17200, *et seq.*; Unfair, Deceptive, Untrue, and Misleading Advertising, Cal. Bus. & Profs. Code § 17500, *et seq.*; Unfair and Deceptive Consumer Practices under the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; and Unlawful and Unfair Competition under the UCL, Cal. Bus. & Profs. Code § 17200, *et seq.* Under the CLRA, the prevailing plaintiff is entitled to an award of actual damages, injunctive relief, and restitution. *See* Cal. Civ. Code § 1780(a). In addition, the prevailing plaintiff is entitled to a mandatory award of attorneys' fees and costs. *Id.* at subd. (e). Under the UCL and the false advertising claims, the prevailing plaintiff is entitled to a discretionary award of restitution and injunctive relief. *See* Cal. Bus. & Profs. Code § 17203. The California Action was set for a jury trial on May 11, 2026 and Tomberlin's motion

for class certification was due August 6, 2025. The California Action has also been stayed pending approval of this Settlement and the parties have agreed Tomberlin will dismiss with prejudice the California Action after Final Judgment is entered in this case. Counsel for Plaintiff Tomberlin participated in and played an active role in the mediation before the Honorable Michael A. Hanzman and this global settlement is the result of the actions and efforts of both Plaintiff Matus and Plaintiff Tomberlin and their respective counsel.

III. Material Settlement Terms

The following is a summary of the material terms of the Settlement:

a. Settlement Consideration

As more specifically set forth in the respective Settlement Agreement, in consideration for the full and final settlement of the claims asserted against JOOLA in the Florida Action and the California Action and in consideration of the Releases set forth therein, JOOLA will provide monetary relief to two categories of Settlement Class Members who shall receive the following Settlement Consideration, as set forth in more detail in the Agreement:

- Category 1: Class Members who purchased Gen 3 Paddles from Authorized Retailers between April 16, 2024, and December 31, 2024 (the “Class Purchase Period”) and who return their paddle to JOOLA and can show Proof of Purchase shall receive a refund of \$300 per paddle; and
- Category 2: Class Members who return a Gen 3 Paddle to JOOLA without Proof of Purchase shall receive a \$150 voucher to be used on JOOLA’s website, www.joola.com.

See Ex. A at IV.

b. Settlement Class Certification

The Settlement requires conditional certification of the Class, pursuant to Federal Rule of Civil Procedure 23(b)(1) or, in the alternative, 23(b)(3). The parties agree that for settlement purposes only and pursuant to the terms of the Settlement, Plaintiff Matus will serve as the Class Representative Plaintiff, and Sigrid McCawley and Tyler Ulrich of Boies Schiller Flexner LLP, Brad Edwards of Edwards Henderson, and Hallie Von Rock of Aiman-Smith & Marcy will serve as Co-Lead Class Counsel pursuant to Federal Rule of Civil Procedure 23(c). The Settlement is conditional on the Court's approval thereof. In the event the Court does not approve all terms of the Settlement, then certification of the Class, and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Class, will be voided. *See Ex. A* at XI.G.

c. The Settlement Class

The Settlement Class is: All persons residing within the United States who own and have in their possession a Gen 3 Paddle. Persons who accepted JOOLA's prior offer to tender and return their Gen 3 Paddle are not part of the Settlement Class; however, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser may still be a member of the class as to the remainder of the paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and Defendant's Authorized Retailers. *See Ex. A* at I.FF.

d. Class Notice Provisions

To the extent the District Court certifies the Class pursuant to Federal Rule of Civil Procedure 23(b)(1) or (b)(3), the Settlement requires notice to be provided to the Class in

accordance with the Preliminary Approval Order and/or any other order from this Court. *See Ex. A* at VI.

The Notice Plan will begin within thirty (30) days after entry of Preliminary Approval (the “Notice Date”) and will conclude ninety (90) days thereafter. *See Ex. A* at I.J.; VI.C. Class Notice will be provided by email to all Class Members whose email addresses are reasonably available to JOOLA. Class Notice will also be published through a Settlement Website established by Kroll and through digital notice including by placements on Defendant’s social media, the pickleball blog section of JOOLA’s website, and via a comprehensive media notice plan developed by the Settlement Administrator that it designed, in the Settlement Administrator’s qualified and expert opinion, to assure notice dissemination to no less than seventy percent (70%) of the settlement class, in addition to the additional notice received by virtue of the other methods described in Section VI.C. of the Settlement Agreement. *Id.* at VI.C.; *see also* Declaration of Christie K. Reed, **Ex. B.**

In addition to the notices, Kroll will also establish an automated interactive voice recognition telephone system, which also is translated into Spanish, for the purposes of providing information concerning the nature of the Actions, the material terms of the Settlement, and the deadlines and procedures for potential Settlement Class Members to exercise their opt-out and objection rights. *Id.* at VI.B.d.

The Notice Plan established by the Parties and administered by Kroll is designed to provide members of the Class with important information regarding the Settlement and their rights thereunder. The Class Notice will: contain a short, plain statement of the background of the Action and the Settlement; describe the Settlement relief; state that any relief to Class Members is contingent on the Court’s Final Approval of the Settlement; inform Class Members that Attorneys’

Fees and Expenses and general service payments for Plaintiff Matus and Plaintiff Tomberlin will be requested and, if approved by the Court, will be paid out of Class Counsel's Attorneys' Fees and Expenses; inform Class Members that any Final Judgment entered in the Action, whether favorable or unfavorable to the Class, shall include, and be binding on, all Class Members, even if they have objected to the proposed Settlement and even if they have any other claim, lawsuit or proceeding pending against Defendant; describe the terms of the Release; and contain reference and a hyperlink to a dedicated webpage established by Kroll, which will include relevant documents and information regarding Class Representative's claims against Defendant in the Action. Class Notice will also inform Class Members of their opt-out rights. *See Ex. A* at VI. The Notice Plan provides the best notice practicable and complies with due process and Federal Rule of Civil Procedure 23(c)(2).

e. Administration of the Return Program and Settlement Distribution

For a Class Member in either Category 1 or Category 2 to receive Settlement Consideration, Class Members must timely sign and return a Claim Form no later than 90 days after the Notice Date (*Ex. A* at I.J.; VI.B) and must return a valid Gen 3 Paddle to Defendant. The Settlement Administrator will notify Defendant of an Approved Claim, and Defendant shall, within fourteen (14) days thereafter, provide the Approved Claimant with a FedEx shipping label for the Class Member to take to any FedEx location, where the Class Member will be provided with a shipping container and a shipping label to return the paddle to the Defendant, at no cost to the Class Member. All Costs of Administration, including as related to this return process, will be paid by Defendant. Defendant has the right to inspect the returned paddles and to object to the return of any paddle if in good faith it deems the paddle to be counterfeit or not a Gen 3 Paddle.

Defendant will deposit sufficient funds to pay all Category 1 Approved Claims in an escrow account created by the Settlement Administrator, and Defendant shall provide all Approved Claimants with gift codes sufficient to satisfy all Category 2 Approved Claims.

f. Opt-Out and Objection Procedures

In accordance with the opt-out procedures detailed in the Notice and the Settlement, Class Members who do not wish to participate in the Settlement have the right to opt-out up to 90 days after the commencement of the Notice Plan (the “Objection/Exclusion Deadline”). *See Ex. A at VIII.*

The Settlement also provides that any Class Member may object to the Settlement. *Id.* Class Members who wish to object must do so by the Objection/Exclusion Deadline. *Id.*; *see also id.* at I.Y. To object, the Class Member must comply with the procedures and deadlines approved by the Court. Any Class Member who wishes to object to the Settlement must do so in writing, as specified in the Class Notice and any Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defendant’s Counsel no later than the Objection Deadline. *Id.* The requirements to assert a valid written objection shall be set forth in the Class Notice. *Id.*

Subject to Court approval, any Class Member who files and serves a written objection may appear, in person or by counsel, at the Final Approval Hearing held by the District Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Class Member: (a) files with the Clerk of the District Court a Notice of Intention to Appear at the Final Approval Hearing by the Objection Deadline; and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. *Id.* The Notice of Intention to Appear must include copies of any papers, exhibits, or

other evidence that the objecting Class Member will present to the District Court in connection with the Final Approval Hearing. *Id.*

g. Release of Claims

Class members who do not timely and validly opt-out of the Settlement will be bound by the terms of the Settlement, including the release and discharge of the Released Claims. The Released Claims include claims that have been or could have been asserted in the Action related to USAP's approval of the Gen 3 Paddles, and claims pertaining to the purchase of the Gen 3 Paddles. *See Ex. A* at V.

h. Attorneys' Fees, Expenses, and General Release Payments

The parties agree that Class Counsel may petition the Court, without objection from Defendant, for an award of Attorneys' Fees and Expenses in an aggregate amount of up to \$790,000, which shall be paid by Defendant. *See Ex. A* at IX. Class Counsel's motion for Attorneys' Fees and Expenses shall be filed no later than fourteen (14) days after the Objection/Exclusion Deadline. *Id.*

The effectiveness of the Settlement will not be conditioned upon or delayed by the Court's failure to approve any petition by Plaintiffs and Class Counsel for Attorneys' Fees and Expenses. The denial, downward modification, or failure to grant any petition by Plaintiff and Class Counsel for Attorneys' Fees and Expenses shall not constitute grounds for modification or termination of the Settlement proposed herein. *Id.*

Defendant's payment of Attorneys' Fees and Expenses will not in any way reduce the consideration available to the Settlement Class as described herein. Class Counsel has also agreed to pay Plaintiff Matus and Plaintiff Tomberlin a service award of \$10,000 each, which shall be paid by Class Counsel from any award of Attorneys' Fees and Expenses and will not reduce the

recovery of any Class member. The Defendant also agrees not to oppose any petition by Class Counsel for Service Awards. *See Ex. A* at X.

IV. The Proposed Settlement Should be Preliminarily Approved.

a. Standards for Preliminary Approval of a Proposed Settlement

The Eleventh Circuit recognizes the strong public and judicial policy favoring the pretrial settlement of class-action lawsuits. *See, e.g., In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (citing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, 2015 WL 5449813 *4 (S.D. Fla. Sep. 14, 2015). “A class may be certified ‘solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.’” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-cv-60646, 2010 WL 2401149 at *3 (citation omitted).

The Rule 23(e) settlement approval procedure has three principal steps: (1) preliminary approval of the proposed settlement; (2) dissemination of notice of the settlement to all affected Class Members; and (3) a final approval determination following a fairness hearing at which Class Members may be heard regarding the settlement, and at which counsel may introduce evidence and present arguments concerning the fairness, adequacy, and reasonableness of the settlement. *See* 4 William B. Rubenstein, Albert Conte & Herbert Newberg, *Newberg on Class Actions* §§ 13:39 *et seq.* (5th ed. 2014).

The threshold for granting preliminary approval is low: a proposed settlement will be preliminarily approved “as long it is ‘fair, adequate and reasonable and not the product of collusion between the parties.’” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671-72 (S.D. Fla. 2006) (quoting *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)). Thus, preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed

settlement on the basis of the written submissions. *Encarnacion v. J.W. Lee, Inc.*, No. CV 14-61927, 2015 WL 12550747, at *1 (S.D. Fla. June 30, 2015). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661 (S.D. Fla. 2011) (citation omitted). Public policy favors settlements, particularly where complex class action litigation is concerned. *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021).

The proposed Settlement here satisfies the standard for preliminary approval because: (1) it is reasonable; (2) it is the product of arm’s-length negotiations between the parties; and (3) Class Representative and Class Counsel believes the proposed Class Settlement is in the best interest of the Settlement Class.

i. The Settlement is Fair, Adequate, and Reasonable.

To grant preliminary approval of the proposed Settlement, the Court need only find that it falls within “the range of reasonableness.” Alba Conte et al., *Newberg on Class Actions* § 11.25, at 11–91 (4th ed. 2002); *see also* Manual for Complex Litigation (Fourth) (2004) § 21.632 (characterizing the preliminary approval stage as an “initial evaluation” of the fairness of the proposed settlement made by the court on the basis of written submissions and informal presentation from the settling parties).

As outlined above, the proposed Settlement provides complete monetary relief to all Category 1 Class Members who have Proof of Purchase and return their Gen 3 Paddle to JOOLA. Each Class Member in Category 1 will receive a full refund of \$300 per paddle. The highest retail price for a Gen 3 Paddle, to the best of Defendant’s knowledge, was \$279.95, which means that the \$300.00 refund amount is sufficient not only to cover the cost of the paddle (which at times,

was sold for less than \$279.95), but also any applicable sales tax. The Proof of Purchase requirement is also very broad. An original receipt showing the purchase of the Gen 3 Paddle is not required; even a credit card, Venmo, or other statement showing a purchase from an authorized retailer that sold the Gen 3 Paddles will be sufficient, so long as the single purchase amount shown is no less than \$235.00, which Defendant believes in good faith to be the lowest retail price that any Gen 3 Paddle was offered for sale by any authorized retailer. The Settlement also provides substantial relief to Category 2 Class Members who cannot provide Proof of Purchase but nonetheless return a Gen 3 Paddle to JOOLA. Each Category 2 Class Member will receive a \$150 voucher to be used on JOOLA's website, www.joola.com.

This is a reasonable recovery under any circumstance, but especially in light of the inherent risks of litigation. *See Wilson v. EverBank*, No. 14-CIV-22264, 2016 WL 457011, at *2 (S.D. Fla. Feb. 3, 2016) (approving settlement “providing near-complete relief to class members on a claims-made basis—as extraordinary”). While Class Counsel is confident in the strength of Plaintiff's case, they are also pragmatic of the risks and challenges, including those highlighted by the Hon. Michael Hanzman during mediation. Under the circumstances, and considering the Settlement offers Class Members potential payment of approximately 100% of the value of their claims, Class Counsel determined the Settlement outweighs the risks of continued litigation.

ii. The Settlement is the Product of Arm's-Length Negotiations.

Where a settlement is the product of arm's-length negotiations conducted by capable and experienced counsel, the court begins its analysis with a presumption that the settlement is fair and reasonable. *See* 4 Newberg § 11.41; *see also Morgan v. Pub. Storage*, 301 F. Supp. 3d 1237, 1247 (S.D. Fla. 2016). Here, the Settlement was reached after informed, extensive arm's-length negotiations with the assistance of an experienced mediator, the Honorable Michael A. Hanzman

(Ret.). *See Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, slip op. at 25–26 (S.D. Fla. Sept. 14, 2015) (approving settlement and noting that parties’ use of a highly respected mediator supported the conclusion that the settlement was not the product of collusion). Each party was also individually represented by experienced and sophisticated counsel.

The monetary relief afforded by the Settlement also presents the best possible outcome considering the costs and risks of continued litigation. Indeed, it affords complete relief to Class Members who have Proof of Purchase and return their paddle. The Settlement was reached after an investigation into the factual underpinnings of the practices challenged in the action as well as the applicable law and nothing in the course of the negotiations or in the substance of the proposed Settlement presents any reason to doubt the Settlement’s fairness.

iii. The Recommendation of Experienced Counsel Favors Approval.

In considering a proposed class settlement, “[t]he recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” *In re Blue Cross Blue Shield Antitrust Litig.*, No. 2:13-CV-20000-RDP, 2020 WL 8256366, at *26 (N.D. Ala. Nov. 30, 2020) (unpublished). Here, Class Counsel endorses the Settlement as fair, adequate, and reasonable.

Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe that the claims asserted are meritorious and that Plaintiff would prevail if this matter proceeded to trial. Defendant JOOLA denies liability and believes it would prevail in the litigation on the merits.

Class Counsel have weighed the benefits of the Settlement against the inherent risks and expense of continued litigation, and they strongly believe that the proposed Settlement is fair, reasonable, and adequate. Class Counsel have extensive experience litigating and settling consumer class actions and other complex matters, including numerous MDLs and class actions

in this district, and have conducted an extensive investigation into the factual and legal issues raised in this action. In Class Counsel's experience and informed judgment, the Settlement represents an excellent recovery and the benefits of the Settlement outweigh the risks and uncertainties of continued litigation, including the risks and time associated with completing a trial and any appellate review. The fact that qualified and well-informed counsel endorse the Settlement as being fair, reasonable, and adequate weighs in favor of approving the Settlement.

b. Certification of the Proposed Settlement Class is Appropriate.

For settlement purposes, Plaintiff and Class Counsel respectfully request the Court certify the Settlement Class, as defined in the Settlement, pursuant to Fed. R. Civ. P. 23(a) and (b)(3). The parties agree that for purposes of settlement only that the Settlement Class be defined as follows: All persons residing within the United States who own and have in their possession a Gen 3 Paddle. Persons who accepted JOOLA's prior offer to return their Gen 3 Paddle are not part of the Settlement Class; however, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser may still be part of the class as to the remainder of the paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and Defendant's Authorized Retailers. *See Ex. A* at I.FF.

"In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – i.e., all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied" *Papa v. Grieco Ford Fort Lauderdale, LLC*, No. 18-21897-CIV, 2019 WL 11623985, at *2 (S.D. Fla. Jan. 28, 2019) (citations omitted). The manageability of a potential trial need not be addressed because if the Settlement is approved, the need for a trial would be eliminated. *Id.* Here, the Rule 23(a) and

(b)(3) requirements are met. Certification of the proposed Settlement Class will allow notice of the Settlement to issue to inform Settlement Class members of the existence and terms of the Settlement, of their right to opt-out, of their right to object and be heard on its fairness, and of the date, time, and place of the Final Approval Hearing. *See* Manual for Compl. Lit., Fourth, at §§ 21.632, 21.633 (2004). For the reasons set forth below, certification is appropriate.

i. Rule 23(a) is Satisfied.

1. The Settlement Class is Too Numerous to Permit Joinder.

A case may be certified as a class action only if “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). While there is no fixed rule, numerosity is generally presumed when the potential number of class members reaches forty. *Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”); *Cnty. of Monroe, Fla. v. Priceline.com, Inc.*, 265 F.R.D. 659, 667 (S.D. Fla. 2010) (*citing* Newberg & Conte, Newberg on Class Actions, § 3.5 at 247 (4th ed.2002) (“as few as 40 class members should raise a presumption that joinder is impracticable and the plaintiff whose class is that large or larger should meet the test of Rule 23(a)(1) on that fact alone”)). Here, numerosity is readily satisfied. The total number of outstanding Gen 3 Paddles purchased by Class Members is estimated to be over 17,000 based on JOOLA’s records.

2. This Action Presents Common Questions of Law or Fact.

Rule 23(a)(2) requires that there be one or more questions common to the class. *WalMart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2556 (2011). Plaintiffs need only show the existence of a common question of law or fact that is significant and capable of class-wide resolution. *In re Fla. Cement & Concrete Antitrust Litig.*, No. 09-23187-CIV, 2012 WL 27668, at *3 (S.D. Fla. Jan. 3,

2012) (unpublished). Here commonality is present, as the crux of the claims—whether JOOLA misrepresented whether the Gen 3 Paddles had USAP’s approval—is the same for all members of the Class. All Class Members were exposed to the same alleged misrepresentation and each Class Member suffered the same alleged injury, i.e., they purchased a paddle represented to have USAP’s Approval that did not.

3. Class Representative’s Claims are Typical.

Rule 23(a)(3) requires that “the claims and defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “The typicality requirement is met if the claims of the named plaintiffs ‘stem from the same event, practice, or course of conduct that forms the basis of the class claims and are based upon the same legal or remedial theory.’” *Gibbs Properties Corp. v. CIGNA Corp.*, 196 F.R.D. 430, 435 (M.D. Fla. 2000) (quoting *Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 326 (S.D. Fla. 1996)). “The key inquiry in determining whether a proposed class has ‘typicality’ is whether the class representative is part of the class and possesses the same interest and suffers the same injury as the class members.” *Medine v. Washington Mut., FA*, 185 F.R.D. 366, 369 (S.D. Fla. 1998). Here, the Class Representative’s claims stem from the same common course of conduct as the claims of the Class Members. The Plaintiff alleged that JOOLA misrepresented whether it had USAP’s approval to sell the Gen 3 Paddles to all members of the Class. This common course of conduct, the Plaintiff alleged, resulted in injury to all Class Members whom Plaintiff alleges were effectively not able to use the Gen 3 Paddles once JOOLA’s deception was uncovered. Any relief achieved also applies to the Class Representative and Class Members equally.

4. Class Representative Matus and Class Counsel Will Fairly and Adequately Protect the Interests of the Settlement Class Members.

Rule 23(a)(4) requires that the class representative “fairly and adequately” protect the interests of the class. The two-prong test for determining adequacy is: “(1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.” *Valley Drug Co. v. Geneva Pharmaceuticals, Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003). Both prongs are satisfied here. First, Class Representative and the Settlement Class Members are equally interested in recovering monetary damages for their Gen 3 Paddles. Accordingly, the Class Representative will fairly and adequately protect the interests of all Settlement Class Members. Second, Class Counsel have extensive experience litigating and settling class actions, including consumer protection cases throughout the United States. Class Counsel are well-qualified to represent the Settlement Class. Copies of Class Counsel’s Resumes are attached hereto as Composite **Exhibit C, D, and E**.

ii. The Requirements of Rule 23(b)(3) are Satisfied.

The proposed Settlement Class also satisfies Rule 23(b)(3), which permits a class action if the Court finds that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The claims asserted against the Defendant involve common issues of law and fact that predominate over any individual issues. Liability could be proven on a class-wide basis with common proof that, e.g., (1) the Subject Paddles were not approved by USAP; and (2) JOOLA’s representations that the Subject Paddles were approved by USAP would deceive or mislead an objectively reasonable consumer. There is also no question that all purchasers received the very same alleged misrepresentation since it was imprinted on the packaging and on the Subject Paddles themselves. *See, e.g., Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 981 (11th Cir. 2016) (affirming class

certification of Florida state class of consumers who alleged that defendant sold cars with inaccurate safety information displayed on the windshield in violation of FDUTPA).

Rule 23(b)(3)'s other requirement is that class resolution must be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The purpose of the superiority requirement is consistent with the overall goals of Rule 23, which is to assure that the class action is the most efficient, effective, and economic means of settling the controversy. *Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 337 (S.D. Fla. 1996). That is the case here, where the Settlement obviates the need for potentially multiple trials with respect to several issues, including causation and damages. Further, the relatively low amounts at issue for each individual Class Member supports a finding of superiority.

V. The Proposed Notice to the Class Should be Approved.

Should the Court grant preliminary approval, it must also "direct notice in a reasonable manner to all class members who would be bound by the proposal. . . ." Fed. R. Civ. P. 23(e)(1)(B). Notice should be the best notice practicable under the circumstances. Fed. R. Civ. P. 23(c)(2)(B); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (same). It is not only necessary that the notice reach the parties affected, but also that it conveys the required information, including adequately describing the substantive claims and information reasonably necessary to decide to remain a class member and be bound by the final judgment. *See Adams v. Southern Farm Bureau Life Ins. Co.*, 493 F.3d 1276, 1286 (11th Cir. 2007).

Notice will be provided by email to any Class Members whose email addresses are reasonable available to Class Counsel. Notice will also be displayed throughout the Claims Period prominently on the pickleball blog section of Defendant's website, www.joola.com, and JOOLA will also make multiple posts on each of its own authorized Facebook and Instagram pages. In

addition, the qualified and experienced Claim Administrator has devised a media notice plan that includes significant electronic banner posts and notifications via Facebook® and other social media where pickleball enthusiasts and popular pickleball forums exists, with such advertisements targeted to the pickleball community. Notice will also be published on a Settlement Website established by the Settlement Administrator. The Notice Plan in the Settlement provides the best notice practicable under the circumstances and is intentionally targeted to reach consumers who purchased the Gen 3 Paddles by targeting websites, blogs, and social media prominently used by the pickleball community. *See Ex. A* at VI.C.

Pursuant to the notice provisions of the Class Actions Fairness Act, 28 U.S.C. § 1715, within ten (10) days after this Agreement is deemed filed with the Court, the Defendant or Settlement Administrator will provide notice of these Actions and this Agreement to the appropriate federal and state entities. *See Ex. A* at VI.G.

a. Summary of Notice Plan

i. Notice

At a time directed by the Court as outlined above, the Parties will send, or cause to be sent by email, a Class Notice to each Class Member whose email is reasonably ascertainable by Class Counsel, in a form to be approved by the Court, that:

1. contains a short, plain statement of the background of the Action and the Settlement;
2. describes the settlement relief provided by the Settlement and outlined in this Motion;
3. states that any relief to Class Members is contingent on the Court's final approval;
4. informs Class Members that attorneys' fees, expenses, and class representative general release payments will be requested at a later time and, if approved by the Court, will be paid by Defendant;

5. informs Class Members of their right to opt-out of the Settlement or object to the Settlement and discloses the time of the Fairness Hearing;
6. describes the terms of the Release; and
7. contains reference and a hyperlink to a dedicated webpage established by Kroll, which will include relevant documents and information regarding the Class Representative's claims against Defendant in the Action.

See Ex. A at VI.B.

A copy of the proposed Long Form Notice is attached as **Exhibit F**. As described above, the Settlement Administrator will also publish the Notice on JOOLA's website and JOOLA's social media. *See Ex. A* at VI.C; **Ex. F** at 12-13.

ii. Settlement Website

Kroll will also develop and deploy the informational case-specific website where Class Members may obtain more information about the settlement. *See Ex. A* at VI.D. The case website would have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including a Long Form Notice. *Id.* The settlement website would be prominently displayed in all printed notice documents and accessible through the email and digital notices. *Id.* The settlement website would also be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. *Id.* It will be designed to maximize search engine optimization through Google and other search engines. *Id.*

b. The Notice Plan Meets All Requirements

The Class's proposed Notice Plan satisfies the fairness standards set forth in Rule 23. The proposed notice in the Settlement is the best practicable under the circumstances. The notices are

reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's Fee Application, and/or a request for general release payments. *See In re Checking Acct. Overdraft Litig.*, 275 F.R.D. 654, 662 (S.D. Fla. 2011). The notice presents all required categories of information clearly and in plain English. *See Adams*, 493 F.3d at 1286. The notice is therefore substantively sufficient.

VI. Proposed Schedule of Events and Conclusion

In connection with Preliminary Approval, the Court should also set the Final Approval Hearing date and time. Other deadlines in the approval process, including the deadlines for opting out from the Settlement Class or objecting to the Settlement, will be determined based on the original Final Approval Hearing date. Class Counsel propose the following schedule:

Notice Plan Begins ("Notice Date")	No later than 30 days after Preliminary Approval
Notice Plan Ends	90 Days after the Notice Date
Deadline for Class Members to Opt-Out of the Settlement	90 Days after the Notice Date ("Objection Deadline/Exclusion")
Deadline to Class Members to Object to the Settlement	90 Days after the Notice Date
Deadline to Submit Claims Forms	90 Days after the Notice Date
Deadline for Class Counsel to file their Motion for Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees and Costs	14 Days after the Objection/Exclusion Deadline
Final Approval Hearing	_____, ____ ____

Based on the foregoing, Plaintiff and Class Counsel respectfully request that the Court do the following: (1) grant preliminary approval of the Settlement; (2) grant preliminary approval of the Proposed Settlement Class; (3) appoint Class Representative Matus as Rule 23(c) class representative; (4) appoint Tyler Ulrich and Sigrid McCawley of Boies Schiller Flexner LLP, Brad Edwards of Edwards Henderson, and Hallie Von Rock of Aiman-Smith & Marcy as Co-Lead Class

Counsel pursuant to Fed R. Civ. P. 23(c)(1)(B) and 23(g); (5) approve the proposed Notice Plan pursuant to Fed. R. Civ. P. 23(e); (6) appoint Kroll as Settlement Administrator; (7) continue to stay this Action; and (8) schedule a date and time for the Final Approval Hearing. A proposed Preliminary Approval Order is attached hereto as **Exhibit G**.

Dated: May 5, 2025

Respectfully submitted,

By: /s/ Tyler E. Ulrich

Tyler Ulrich

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EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Greg Matus, *on behalf of himself and all others*
similarly situated,

Plaintiff,

vs.

Sport Squad, Inc. d/b/a JOOLA,

Defendant.

Case No. 24-cv-60954-DSL

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between the following parties on May 5, 2025: Plaintiffs Greg Matus and John Michael Tomberlin (collectively, “Plaintiffs”), on the one hand, and Sport Squad, Inc. d/b/a JOOLA (“Defendant” or “JOOLA”) (collectively, the “Parties”), on the other hand, in the Actions entitled *Matus v. Sport Squad, Inc. d/b/a JOOLA*, Case No. 24-cv-60954-DSL and pending in United States District Court for the Southern District of Florida (the “District Court”) and *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158-MWC (SPx) and pending in the Central District of California (the “Actions”).

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “Actions” means the lawsuit captioned *Matus v. Sport Squad, Inc. d/b/a JOOLA*, Case No. 24-cv-60954-DSL pending in United States District Court for the Southern District of Florida and the lawsuit captioned *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158-MWC (SPx) pending in the United States district Court for the Central District of California.

B. “Agreement” means this Settlement Agreement and Release and the exhibits attached hereto or incorporated herein, including any amendments subsequently agreed to by the Parties.

C. “Approved Claim” has the meaning ascribed to it in Section VII.B of this Agreement.

D. “Approved Claimant” means a Claimant who has submitted an Approved Claim.

E. “Attorneys’ Fees and Expenses” means such aggregate funds as may be awarded by the Court to compensate Class Counsel (and any other past, present, or future attorneys for Plaintiffs or the Settlement Class in this Actions) for all of the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements collectively and individually by any and all of them, their investigators, experts, staff, and consultants combined in connection with the Actions. In no case shall such Attorneys’ Fees and Expenses exceed the total sum of Seven Hundred Ninety Thousand United States Dollars (\$790,000.00).

F. “Authorized Retailer(s)” means the entities or retailers who were authorized by JOOLA to sell Gen 3 Paddles in the United States. Authorized Retailers shall be identified in a confidential list from JOOLA that shall be provided to Class Counsel and to the Settlement Administrator at a minimum of ten (10) days prior to the date that Class Notice is sent. The list of Authorized Retailers shall be designated “Confidential Attorney Eyes Only” pursuant to the Confidentiality Stipulation and Protective Order entered by the Court at ECF No. 047, such that the list shall be provided only to those individuals expressly authorized in that Court Order. Within fourteen (14) days after the entry of the Final Judgment, Class Counsel and the Settlement Administrator shall destroy all copies of the Authorized Retailers list and any records or lists created from the Authorized Retailers list, and provide a certificate of destruction to Defendant’s counsel.

G. “California Class Action” means *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158 (C.D. Cal.), filed on May 31, 2024.

H. “Claim” means a claim for settlement benefits made by a Claimant.

I. “Claimant” means a Settlement Class Member who submits a Claim.

J. “Claims Deadline” means ninety (90) days after the Notice Date.

K. “Claim Form” means the form drafted by the Settlement Administrator and approved by the Parties to be utilized by the Settlement Class to submit a Claim under the Settlement on or before the Claims Deadline. The Claim Form may be adjusted in a ministerial and non-substantive manner by the Settlement Administrator, respectively, in consultation and agreement with the Parties, as may be reasonable.

L. “Class Actions” means the California Class Action and the Florida Class Action.

M. “Class Counsel” means Boies Schiller Flexner LLP, Edwards Henderson PLLC, and Aiman-Smith & Marcy, PC.

N. “Class Notice” means notice of the proposed settlement to be provided to Settlement Class Members under Section VI.B. of the Agreement, which will be agreed to by the Parties and submitted to the Court for approval.

O. “Class Representative” means Plaintiff Greg Matus.

P. “Costs of Administration” means the reasonable and necessary costs incurred by

the Settlement Administrator to provide notice and advertising of the Settlement and this Agreement to the Settlement Class, as set forth in Section VII.E. of this Agreement, establishing and maintaining the Settlement Website and the automated interactive voice response telephone system, responding to Settlement Class Member inquiries, and related work administering the Settlement. Costs of Administration also includes all costs related to shipping of boxes to Settlement Class Members and return postage necessary for Class Members to return the Gen 3 Paddles. Costs of Administration also includes the reasonable fees and expenses incurred by the Settlement Administrator in performing all of the tasks for which the Settlement Administrator is retained.

Q. “Court” or “District Court” means the United States District Court for the Southern District of Florida, Fort Lauderdale Division, the Honorable David S. Leibowitz presiding, or any other judge of this Court who shall succeed him as the Judge assigned to this Action.

R. “Defendant” means Sport Squad, Inc. d/b/a/ JOOLA named as Defendant in the Actions.

S. “Effective Date” means (a) if no objection is raised to the proposed settlement at the Final Approval Hearing, the date on which a Final Judgment is entered; or (b) if any objections are raised to the proposed settlement at the Final Approval Hearing and not withdrawn prior to the Final Judgment, the “Effective Date” shall mean the latest of (i) the expiration date of the time for filing or notice of any appeal from the Final Judgment, (ii) the date of final affirmance of any appeal of the Final Judgment, (iii) the expiration of the time for, or the denial of, a petition for writ of certiorari to review the Final Judgment and, if certiorari is granted, the date of final affirmance of the Final Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal from the Final Judgment or the final dismissal of any proceeding on certiorari to review the Final Judgment.

T. “Final Approval Hearing” means the hearing at or after which the District Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate and entry by the District Court of a Final Judgment and any order thereon.

U. “Final Judgment” means the judgment and any accompanying order the District Court enters, finally approving the Class Settlement.

V. “Florida Class Action” means *Matus v. Sport Squad, Inc.*, Case No. 0:24-cv-60954 (S.D. Fla.), filed on June 5, 2024.

W. “Gen 3 Paddle(s)” means all of JOOLA’s Gen 3 Paddles advertised and/or sold to consumers under the names: Tyson McGuffin Magnus 3 14mm, Tyson McGuffin Magnus 3 16mm, Collin Johns Scorpeus 3 16mm, Anna Bright Scorpeus 3 14mm, Simone Jardim Hyperion 3 16mm, Ben Johns Hyperion 3 16mm, Ben Johns Hyperion 3 14mm, Ben Johns Perseus 3 14mm, or Ben Johns Perseus 3 16mm.

X. “Notice Date” means the date notice is first provided to Class Members as set forth

in Section VI.A of this Agreement.

Y. “Objection/Exclusion Deadline” means the date ninety (90) days after the Notice Date.

Z. “Parties” means Plaintiff Greg Matus, Plaintiff John Michael Tomberlin, and Defendant JOOLA.

AA. “Plaintiffs” means Greg Matus and John Michael Tomberlin.

BB. “Preliminary Approval” means the date the District Court preliminarily approves the terms and conditions of this Agreement.

CC. “Operative Complaint” means the Amended Class Action Complaint filed in the Florida Class Action, which is ECF Document No. 18.

DD. “Original Purchase” means purchase of a Gen 3 Paddle from JOOLA or any of its Authorized Retailers in the United States.

EE. “Settlement Administrator” means the entity selected by the Parties to help implement the distribution of the Class Notice as set forth in Section VI of this Agreement, host the Settlement Website and automated interactive voice recognition telephone system, facilitate Class Members’ returns of Gen 3 Paddles, distribute Individual Allocations to Settlement Class Members, and aid in fulfilling the related requirements set forth in this Agreement. Class Counsel will seek the Court’s approval of the Settlement Administrator in connection with the preliminary approval of this Agreement and Settlement.

FF. “Settlement Class” means all persons residing within the United States who own and have in their possession a Gen 3 Paddle. Persons who accepted JOOLA’s prior offer to return their Gen 3 Paddle are not part of the Settlement Class; however, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser is still a member of the class as to the remainder of the Gen 3 Paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and Defendant’s Authorized Retailers.

GG. “Settlement Class Member” means any member of the Settlement Class.

HH. “Settlement Consideration” means the consideration set forth in Section IV of this Agreement, together with all of the requirements and obligations in this Agreement that are preconditions to receiving such consideration.

II. “USAP” means USA Pickleball Association.

II. BACKGROUND

A. The Class Actions each alleged that JOOLA’s Gen 3 Paddles were falsely and

misleadingly advertised as being USAP approved, which claims JOOLA denied. JOOLA filed Third-Party Complaints against USAP in both Class Actions, seeking indemnification and contribution from USAP.

B. The Third-Party Complaints by JOOLA against USAP in both Class Actions are stayed. The Parties hereto acknowledge and agree that USAP is not a party to or a third party beneficiary of this Settlement Agreement, and that in entering into this Agreement, JOOLA is not releasing, waiving, or otherwise compromising any claims or potential claims that it has or may have against USAP.

C. Class Counsel represents that it has conducted a thorough investigation into the facts and law surrounding the Actions. Based on Class Counsel's investigation, the current state of the law, the status of the Actions, and the expense, burden, and time necessary to prosecute the Actions through trial and possible appeals, the risks and uncertainty of further prosecution of this Actions considering the defenses at issue, the contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances

D. Counsel for the Parties engaged in mediation before the Honorable Michael A. Hanzman over two days in February 2025. All Parties were represented by Counsel. The result was a settlement of the Actions in their entirety, culminating with this Agreement.

E. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Actions through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing these Actions has and will further detract from resources that may be used to reimburse Class Members for their damages. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Actions and believes that it possesses valid defenses to Plaintiffs' claims, Defendant has determined that the settlement is fair, adequate, and reasonable.

F. The Parties agree that time is of the essence with respect to all deadlines set forth herein.

III. CERTIFICATION

A. Certification of the Class: For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the nationwide Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2). Gregory Matus will serve as class representative plaintiff and Boies Schiller Flexner LLP, Edwards Henderson PLLC, and Aiman-Smith & Marcy, PC will serve as Co-Lead Class Counsel.

B. Certification is Conditional: This certification is for settlement purposes only and is conditional on the District Court's approval of this Agreement. In the event the District Court does not approve all terms of the Agreement, then certification of the Settlement Class shall be

void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

IV. SETTLEMENT CONSIDERATION

In consideration of the mutual covenants and promises set forth herein, and subject to District Court approval, the Parties agree that there shall be two Categories of Settlement Class Members who shall receive the following Settlement Consideration:

- A. Category 1: Participating Settlement Class Members who timely submit: (1) a completed Claim Form to the Settlement Administrator by the Claims Deadline; (2) proof of Original Purchase from an Authorized Retailer to the Settlement Administrator by the Claims Deadline; and (3) a genuine and complete Gen 3 Paddle to Defendant using the envelope and affixed, prepaid label provided by the Settlement Administrator within 30 days of becoming an “Approved Claimant” as defined in Section I.D., shall be refunded \$300.00 no later than thirty (30) days after the Effective Date. Proof of Original Purchase may be any of the following: (i) a receipt from an Authorized Retailer that is dated between April 16, 2024, and December 31, 2024 (the “Class Purchase Period”); (ii) an online, email or in-app purchase confirmation from an Authorized Retailer made within the Class Purchase Period and that exceeds \$235 in a single transaction; (iii) a credit card statement that includes a purchase from an Authorized Retailer made within the Class Purchase Period and that exceeds \$235 in a single transaction; or (iv) Zelle, Venmo or other electronic payment record evidencing a purchase from an Authorized Retailer that occurred within the Class Purchase Period and that exceeds \$235 in a single transaction. Participating Class Members in Category 1 shall be paid their Settlement Consideration by the Settlement Administrator by electronic method established by the Settlement Administrator or by check, whichever is in the best judgment of the Settlement Administrator and as may be requested by an Approved Claimant. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” Electronic payments shall be void after six months. Electronic payments and checks shall indicate the unique identifier for the Claim being paid.
- B. Category 2: Participating Settlement Class Members who timely submit (1) a completed Claim Form to the Settlement Administrator by the Claims Deadline and (2) a genuine and complete Gen 3 Paddle to Defendant using the box and prepaid label provided by JOOLA within 30 days of becoming an “Approved Claimant” as defined in Section I.D., shall receive a \$150.00 one-time gift code to be used on www.joola.com, to be provided by JOOLA no later than thirty (30) days after the

Effective Date. All vouchers shall be valid until the later of December 31, 2026 or one year after the date of Final Judgment.

V. RELEASE AND DISMISSALS

- A. The Plaintiffs and each member of the Settlement Class, by operation of the Final Judgment, on his, her, its, or their own behalf and on behalf of his, her, its, or their predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity that is entitled to assert any claim on behalf of any Settlement Class member, hereby does agree to release, remise, and forever discharge Defendant and its insurers, affiliates, successors, executors, assigns, shareholders, members, current and former officers, directors, employees, attorneys and agents (the “Released Parties”) from all past and present claims, counterclaims, crossclaims, lawsuits, demands, damages, property damages, economic damages, legal fees, costs and expenses, rights, causes of actions, liabilities, suits, judgments, debts, dues, promises, contracts, agreements, sums of money seeking damages, or other legal or equitable relief of whatever kind or nature, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or contingent, asserted or unasserted, from the beginning of the world through the date of the approval of settlement by Final Order and Judgment, arising out of or in any way related, directly or indirectly, to the purchase or use (as such use relates to USAP approval) of a Gen 3 Paddle, including without limitation USAP’s approval of the Gen 3 Paddles or any claims that were brought or that could have been brought against any of the Released Parties in the Actions.
- B. The Parties agree that promptly after the Effective Date, they will file a consent motion to dismiss without prejudice JOOLA’s Third-Party Complaint against USAP filed in the Florida Class Action, and a consent motion to dismiss with prejudice Plaintiff Tomberlin’s claims in the California Class Action, and a consent motion to dismiss without prejudice JOOLA’s Third-Party Complaint against USAP filed in the California Class Action.

VI. NOTICE TO THE SETTLEMENT CLASS

- A. Draft Notice. Class Counsel shall prepare an initial draft Class Notice for Defendant’s review, proposed edit, and approval. Such draft Class Notice shall contain a description of the Settlement Agreement and afford affected parties the opportunity to obtain copies of all the settlement-related papers. The Class Notice shall be the legal notice to be provided to the Settlement Class Members, and shall otherwise comply with Federal Rule of Civil Procedure 23 and any other applicable statutes, laws, and rules, including, but not limited to, the Due Process Clause of the United States Constitution. Unless otherwise ordered by the Court, the Class Notice also shall contain the information required by Section VI.B., below. The Notice shall be distributed in accordance with item VI.C., below. It is the Parties’ intent that they will reach an agreement on the form and substance of the Class Notice prior to submission to the Court, and that if they cannot reach an agreement

on all terms of the proposed Class Notice, they will present their disagreement to the Hon. Michael A. Hanzman for resolution at or prior to the date the Court gives Preliminary Approval.

B. Class Notice Contents. The Class Notice shall contain the following information:

1. The Class Notice shall advise the Potential Settlement Class Members of the following:
 - a. General Terms. The Class Notice shall contain a plain, neutral, objective, and concise summary description of the nature of the Actions and the terms of the proposed Settlement, including all relief that will be provided by the Defendant to the Settlement Class in the Settlement, as set forth in this Agreement. This description shall also disclose, among other things, that (a) any relief to Settlement Class Members offered by the Settlement is contingent upon the Court's approval of the Settlement, which will not become effective until the Effective Date; (b) Class Counsel and Plaintiffs have reserved the right to petition the Court for an award of Attorneys' Fees and Expenses of \$790,000 to be paid by Defendant and which shall not affect Class Members' rights to monetary relief from the Settlement.
 - b. The Settlement Class. The Class Notice shall define the Settlement and shall disclose that the Settlement Class has been provisionally certified for purposes of settlement only.
 - c. Claim Form Deadlines. The Class Notice shall specify the Claims Deadline and will explain to Settlement Class Members where and how to file a Claim.
 - d. Opt-Out Rights. The Class Notice shall inform the Settlement Class Members of their right to seek exclusion from the Settlement Class and the Settlement and provide the deadlines and procedures for exercising this right.
 - e. Objection to Settlement. The Class Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and to appear at the Fairness Hearing (described in subpart VI.B.1.f. below) and provide the deadlines and procedures for exercising these rights.
 - f. Fairness Hearing. The Class Notice shall disclose the date and time of the Fairness Hearing and explain that the Fairness Hearing may be rescheduled without further notice to the Settlement Class.

- g. Release. The Class Notice shall summarize or recite the proposed terms of the Release contemplated by this Agreement.
 - h. Further information. The Class Notice shall disclose where Settlement Class Members may direct written or oral inquiries regarding the Settlement and where they may obtain additional information about the Actions, including instructions on how Settlement Class Members can access the case docket using PACER or in person at any of the court's locations.
- C. Service. The Settlement Administrator shall serve the Class Notice no later than thirty days after entry of the Preliminary Approval Order, which service shall be via publication to a dedicated website created and maintained for this Settlement and via email to any Class Members whose email addresses are reasonably available to Class Counsel. Reminder emails shall be served 30 and 60 days thereafter. Notice shall also be displayed throughout the Claims Period prominently on the pickleball blog section of JOOLA's website, www.joola.com, and JOOLA shall make two posts on each of its authorized Facebook and Instagram pages with the first post made at or around the time of Preliminary Approval of the Settlement and the second post made approximately forty-five days subsequently. The Settlement Administrator shall also create and implement a media plan that, in the Settlement Administrator's qualified opinion is sufficient to reach a minimum of seventy percent (70%) of the Settlement Class, not including the additional members of the Settlement Class that may be reached through the additional notice requirements established in this subsection.
- D. Settlement Website. The Parties shall cause the Settlement Administrator to establish a Settlement Website, which website address shall be included and disclosed in the Class Notice, and which will inform potential Settlement Class Members of the terms of this Agreement, their rights, dates, deadlines, and related information. The Settlement Website shall include, in .pdf format, a copy of the Operative Complaint, this Agreement and its exhibits, any Preliminary Approval Order entered by the Court, and a copy of the Class Notice, along with such other information as the Court may designate or that the Parties agree to post there. The Settlement Website will be operational and live by the date the Settlement Administrator serves the Class Notice pursuant to Section VI.C. A Spanish-language translation of the Class Notice shall be placed on the Settlement Website by the Settlement Administrator at the time the Settlement Website becomes operational and live. The Spanish-language translation shall be created by a federally certified translator. However, in the case of conflict, the English language version of the Class Notice shall control.
- E. IVR Calling Line. The Parties shall cause the Settlement Administrator to establish an automated interactive voice recognition telephone system for the purposes of providing information concerning the nature of the Actions, the material terms of the Settlement, and the deadlines and procedures for potential Settlement Class Members to exercise their opt-out and objection rights. The Class Notice and

Settlement Website shall include and disclose the telephone number of this automated interactive voice recognition telephone system.

- F. Internet Advertising. The Parties shall cause the Settlement Administrator to make advertisements on the internet for the purpose of alerting Settlement Class Members to the Settlement Website, in a form recommended by the Settlement Administrator and mutually acceptable to the Parties.
- G. Notice to Appropriate Federal and State Officials. Pursuant to the notice provisions of the Class Actions Fairness Act, 28 U.S.C. § 1715, within ten (10) days after this Agreement is deemed filed with the Court, the Defendant or Settlement Administrator will provide notice of these Actions and this Agreement to the appropriate federal and state entities.
- H. Not later than ten (10) days before the date of the Fairness Hearing, the Settlement Administrator, and to the extent necessary the Parties, shall file with the Court a declaration or declarations, based on the personal knowledge of the declarant(s), verifying compliance with these class-wide notice procedures.

VII. SETTLEMENT ADMINISTRATION

- A. All Claim Forms shall be submitted by a Claimant to the Settlement Administrator. Claim Forms submitted electronically shall be submitted on or before the Claims Deadline. Claim Forms submitted by mail or other delivery service (UPS, FedEx, etc.) shall be postmarked or placed in the possession of the delivery service on or before the Claims Deadline. A Claimant who has more than one Gen 3 Paddle that the Claimant wishes to return shall complete and submit a separate Claim Form for each paddle.
- B. The Settlement Administrator shall, promptly upon receipt of a Claim Form, assign that Claim a unique identifier number or code, and make an initial determination of the following: (i) whether the submitted Claim Form is the Court-approved Claim Form; (ii) whether the Claim Form was submitted or postmarked on or before the deadlines established in Section VII.A above; (iii) whether all information required by Claim Form is completed in its entirety; and (iv) whether the Claimant meets all of the requirements of Category 1 or Category 2 set forth in Section IV, above (other than the physical submission of a Gen 3 Paddle). Notarization of Claims Forms is not required. If all four requirements are satisfied, then the Settlement Administrator shall approve the Claim Form and the Claimant who submitted the approved Claim Form shall be deemed thereafter to have submitted an "Approved Claim."
- C. The Settlement Administrator shall reject and deny every Claim Form that: (i) is not submitted on or before the deadlines established by Section VII.A. above; or (ii) establishes that the Claimant does not meet all requirements of either Category 1 or Category 2 as stated in Section IV, above (other than the physical submission

of a Gen 3 Paddle). The requirements of Category 1 and Category 2 in Section IV may not be waived or modified by the Settlement Administrator.

- D. Should the Settlement Administrator determine that a timely-submitted Claim Form is incomplete, the Settlement Administrator shall, within 10 days of making such a determination, notify the Claimant of such deficiency and that Claimant shall have 21 days to cure the deficiency by providing a fully completed Claim Form. Following receipt of a resubmitted Claim Form from the Claimant within such 21-day period, the Settlement Administrator shall have 10 days to determine, in its reasonable discretion, that the Claimant has provided a completed Claim Form, in which case the Settlement Administrator shall then determine whether the Claimant's claim shall also be deemed an Approved Claim pursuant to Section VII.B. above. If the Claimant fails submit a completed Claim Form within the 21-day period required by this paragraph, the Settlement Administrator shall reject the Claimant's Claim and notify Class Counsel, Defendant's counsel, and the Claimant of the rejection.

- E. All Costs of Administration will be paid by Defendant, and in no event shall Plaintiffs or Class Counsel be liable for any costs incurred in connection with providing notice to the Class or any Costs of Administration. The Costs of Administration do not include any Attorneys' Fees or Expenses, which—if awarded by the Court—will be paid separately by Defendant. The Costs of Administration also do not include any Service Awards, which—if awarded by the Court—will be paid separately by Class Counsel.

- F. The following provisions apply to Class Members' return of Gen 3 Paddles:**
 - 1. All costs associated with the return process described below shall be paid by Defendant as part of the Costs of Administration.
 - 2. The Settlement Administrator shall provide JOOLA with notice of all Approved Claims and Approved Claimants.
 - 3. JOOLA shall establish with FedEx a paddle return program and procedure that all Approved Claimants will use to return their paddle(s) without being required to pay the cost of shipping or packaging. Within fourteen (14) days of receiving the Settlement Administrator's notice pursuant to the immediately preceding paragraph, JOOLA shall provide each Approved Claimant, via electronic mail, text message, or by USPS mail, with a prepaid FedEx shipping label and code, which label or code shall be accompanied by notice of the deadline by which all returned Gen 3 Paddles must be placed into the possession of FedEx in order to be considered for a refund. The Approved Claimant may take the electronic or printed return label and code to any FedEx location. The Approved Claimant will provide the Gen 3 Paddle to the FedEx representative, who will package the paddle, affix a shipping label that also contains the unique Claimant identifier code, and ship it to JOOLA. No envelope may contain more than one Gen 3 Paddle.

4. All Gen 3 Paddles returned by Class Members to JOOLA shall be provided to FedEx to be shipped not later than thirty (30) days subsequent to the Claims Deadline, i.e., one hundred twenty (120) days after the Notice Date.
 5. There is no requirement that a returned Gen 3 Paddle be in any particular condition, including that the paddle may be used or broken; provided, however, that a substantially complete paddle – whether in one piece or in multiple pieces – shall be returned.
 6. Defendant shall have, not later than fourteen (14) days after receipt of a paddle from an Approved Claimant (the “Inspection Deadline”), the right to inspect each returned paddle and to object to the Approved Claimant’s eligibility to receive any Settlement Consideration if in good faith Defendant deems that the returned paddle is not a complete paddle or is not an authentic JOOLA Gen 3 Paddle. If Defendant objects to the return of any paddle based upon any of these reasons, it shall provide written notice within the Inspection Deadline to Class Counsel and the Claimant explaining the basis for its rejection and provide a photograph of the paddle at issue. The Claim Administrator shall promptly notify Claimant. Class Counsel and the Claimant shall have 21 days after receipt of such notice to dispute, in good faith, any such rejections (a “Rejection Dispute Notice”). Any disputed objections shall be submitted to the Settlement Administrator, which shall be responsible in its sole discretion for making a final determination of such dispute no later than fourteen (14) days after receiving a Rejection Dispute Notice; provided, however, that the Settlement Administrator shall not have authority to deviate from the express terms of the Parties’ Settlement. If Class Counsel or Claimant do not dispute an objection, or if the Settlement Administrator resolves a disputed objection in Defendant’s favor, then Defendant shall promptly return to the Claimant the paddle(s) that Defendant received from the Claimant and shall not have any obligation or liability to the Claimant for any Settlement Consideration with respect to such paddle.
- G. The Settlement Administrator shall provide JOOLA and all counsel for the Parties with access to an electronic database that organizes all submitted Claim Forms by unique identifier number or code assigned to each Claim, and which also permits each Claimant’s completed, approved Claim Form to be viewed electronically or downloaded. The form shall also provide information regarding deadlines and approval status required by this Agreement.
- H. Commencing on the Wednesday following the Notice Date, and thereafter on a weekly basis on Wednesdays, the Settlement Administrator shall provide to Settlement Class Counsel and Counsel for Defendant reports regarding the Settlement Administration, which shall include at least the number of Claim Forms filed, the number of Opt-Outs received, the number of Objections received, and statistics regarding the usage of the Settlement Website.

- I. The Settlement Administrator shall establish an escrow account into which Defendant shall deposit sufficient funds to pay all Category 1 Approved Claims. With respect to all Category 2 Approved Claims, Defendant shall provide the Approved Claimant with a \$150.00 one-time gift code to be used on www.joola.com. All Category 1 payments and all Category 2 gift codes shall not be made before the Effective Date, but shall be made to Approved Claimants no later than thirty (30) days after the Effective Date.

VIII. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

- A. **Objections:** Only Settlement Class Members may object to the settlement. All objections must be filed no later than thirty calendar days after the Claims Deadline (the “Objection/Exclusion Deadline”) with Clerk of the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128, and served at that same time upon each of the following co-lead class counsel:

Tyler Ulrich
BOIES SCHILLER FLEXNER LLP
100 SE 2nd Street, Suite 2800
Miami, Florida 33131
Telephone: (305) 539-8400
E-mail: tulrich@bsfllp.com

-and-

Bradley J. Edwards
EDWARDS HENDERSON PLLC
425 N. Andrews Ave., Suite 2
Fort Lauderdale, FL 33301
(954)-524-2820
Email: brad@cylvf.com

-and-

Hallie Von Rock
AIMAN-SMITH & MARCY, PC
7677 Oakport St., Suite 1000
Oakland, CA 94621
(510) 817-2711
E-mail: hvr@asmlawyers.com

- B. A Settlement Class Member’s objection must:
- i. be in writing;
 - ii. include the objector’s full name, current address, and current telephone number;

- iii. include documentation or attestation sufficient to establish membership in the Settlement Class;
 - iv. be signed by the person filing the objection, or his attorney;
 - v. state, in detail, the factual and legal grounds for the objection;
 - vi. state any objections filed by the objector in the last seven years (case name, name of court and result of objection);
 - vii. attach any document the Court should review in considering the objection and ruling on the Motion;
 - viii. provide dates for availability to Class Counsel for the Settlement Class Member's deposition; and
 - ix. include a request to appear at the Final Approval Hearing, if the objector intends to appear at the Final Approval Hearing.
- C. Any objection that does not meet all of these requirements will be deemed invalid and will be overruled.
- D. Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, Service Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must file with the Clerk of the Court and serve upon Class Counsel and Defendant's Counsel (at the addresses listed above), a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") on or before the Objection/Exclusion Deadline.
- E. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Class Notice, will not be allowed to speak or otherwise present any views at the Final Approval Hearing.
- F. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the counsel for the Parties within two (2) calendar days of the Objection/Exclusion Deadline.
- G. Response to Objections: Class Counsel and Defendant's counsel shall, at least ten (10) business days (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.
- H. No Solicitation of Settlement Objections: The Parties agree to use their best efforts

to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the settlement or encourage any Settlement Class Member to appeal from the final judgment.

I. Requests for Exclusion

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written “request for exclusion” to the Settlement Administrator at the address provided in the Class Notice, mailed sufficiently in advance to be received by the Settlement Administrator no later than the Objection/Exclusion Deadline. A written request for exclusion must: (a) contain a caption or title that identifies it as “Request for Exclusion in “*Matus v. Sport Squad, Inc. d/b/a JOOLA*”; (b) include the Settlement Class Member’s name, mailing and email addresses, and contact telephone number; (c) specify that he or she wants to be “excluded from the Settlement Class”; and (d) be personally signed by the Settlement Class Member. The requirements for submitting a timely and valid request for exclusion shall be set forth in the Class Notice.
2. Each Settlement Class Member who wishes to be excluded from the Settlement Class must submit his or her own personally signed written request for exclusion. A single written request for exclusion submitted on behalf of more than one Potential Settlement Class Member will be deemed invalid; provided, however, that an exclusion received from one Settlement Class Member will be deemed and construed as a request for exclusion by all co-purchasers of the Settlement Class Members’ Gen 3 Paddle(s) (e.g., if a paddle was purchased using a credit card or bank account issued to or owned by more than one person).
3. Unless excluded by separate Order entered by the Court for good cause shown prior to the final approval of this Settlement, any Settlement Class Member who fails to strictly comply with the procedures set forth in this Section for the submission of written requests for exclusion will be deemed to have consented to the jurisdiction of the Court, will be deemed to be part of the Settlement Class, and will be bound by all subsequent proceedings, orders, and judgments in the Actions, including, but not limited to, the Release, even if he or she has litigation pending or subsequently initiates litigation against the Defendant relating to the released claims.
4. The Settlement Administrator shall file with the Court, no later than ten (10) days before the Fairness Hearing, a list reflecting all requests for exclusion it has received. The list shall also identify which of those requests for exclusion were received after the Objection/Exclusion Deadline, and which requests for exclusion failed to comply with the requirements of this Section VIII.
5. In the event that, upon receipt of the list of opt-outs and objections by counsel for JOOLA, there have been more than five hundred (500) timely and valid opt-

outs submitted, JOOLA may, but is not obligated to, void the Agreement by notifying Class Counsel and the Court in writing within 7 days. If JOOLA voids the Agreement pursuant to this paragraph, JOOLA shall be obligated to pay any settlement expenses incurred by Class Counsel, excluding attorney's fees, costs, and expenses, and shall not, at any time, seek recovery of same from any other party to the Actions or from counsel to any other party to the Actions.

6. Settlement Class Members who exclude themselves from the Settlement Class as set forth in this Section expressly waive any right to the continued pursuit of any objection to the Settlement as set forth in this Section, or to otherwise pursue any objection, challenge, appeal, dispute, or collateral attack to this Agreement or the Settlement, including: to the Settlement's fairness, reasonableness, and adequacy; to the appointment of Class Counsel and Plaintiff Matus as the representative of the Settlement Class; to any Attorneys' Fee and Expense awards; and to the approval of the Class Notice, and the procedures for disseminating the Class Notice to the Settlement Class.

IX. ATTORNEYS' FEES AND EXPENSES

- A. Class Counsel may petition the Court, without objection from Defendant, for an award paid by Defendant of Class Counsel's Attorney's Fees and Expenses totaling no more than \$790,000.00.
- B. The amount of Attorney's Fees and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the consideration available to the Settlement Class as described herein.
- C. Class Counsel shall file its motion for an Attorneys' Fees and Expenses award no later than fourteen (14) days before the Objection/Exclusion Deadline. As soon as is practicable after filing, Class Counsel shall cause the Settlement Administrator to post on the Settlement Website all papers filed and served in support of Class Counsel's motion for an award of Attorneys' Fees and Expenses. The Defendant agrees not to oppose any petition by Class Counsel for Attorneys' Fees and Expenses.
- D. Any Attorneys' Fees and Expenses awarded to Class Counsel by the Court shall be paid by Defendant within fourteen (14) days after the later of (a) the Effective Date, or (b) the date of the Court's order awarding such Attorneys' Fees and Expenses.
- E. In the event the Final Judgment is not entered or this Agreement and the Settlement do not reach the Effective Date, the Defendant will not be liable for, and shall be under no obligation to pay, any of the Attorneys' Fees and Expenses set forth herein and described in this Agreement.
- F. The effectiveness of this Agreement and Settlement will not be conditioned upon or delayed by the Court's failure to approve in whole or in part any petition by Class

Counsel for Attorneys' Fees and Expenses. The denial, downward modification, or failure to grant any petition by Plaintiffs Attorneys' Fees and Expenses shall not constitute grounds for modification or termination of this Agreement or the Settlement proposed herein.

X. SERVICE AWARDS

- A. Class Counsel may petition the Court for an award to be paid by Class Counsel from any amount awarded under Section IX, of \$10,000 each for Plaintiffs Gregory Matus and John Michael Tomberlin. The Defendant agrees not to oppose any petition by Class Counsel for Service Awards.
- B. Class Counsel will also be solely responsible for distributing such Service Awards to the Plaintiffs, in accordance with the terms and provisions of any Order entered by the Court approving such awards.
- C. In the event the Final Judgment is not entered or this Agreement and the Settlement do not reach the Effective Date, Class Counsel shall be under no obligation to pay any of the Service Awards set forth herein and described in this Agreement.
- D. The effectiveness of this Agreement and Settlement will not be conditioned upon or delayed by the Court's failure to approve in whole or in part Service Awards for Plaintiffs.

XI. DUTIES OF THE PARTIES PRIOR TO THE EFFECTIVE DATE

The Parties shall promptly submit this Agreement to the District Court in support of Plaintiff's Unopposed Motion for Preliminary Approval and for determination by the District Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Agreement, the Parties shall apply to the District Court for the entry of a Preliminary Approval order substantially in the following form:

- A. Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;
- B. Approving as to form and content the Class Notice;
- C. Directing the method and frequency of Class Notice;
- D. Preliminarily approving the Settlement;
- E. Preliminarily and conditionally certifying the Settlement Class for settlement purposes;
- F. Staying all proceedings in the Actions against Defendant, and enjoining the

prosecution of any other individual or Class claims against Defendant;

G. Providing that, in the event the proposed settlement set forth in this Agreement is not approved by the District Court, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to the respective positions as of the date of this Agreement. In the event the District Court does not enter the Preliminary Approval order described herein, or decides to do so only with material modifications, then this entire Agreement shall become null and void, unless the parties hereto agree in writing to proceed with this Agreement as modified. JOOLA will retain all paddles until Final Approval of the Settlement by the Court and will return all paddles to Class Members in the event the Court does not grant Final Approval.

XII. COURT APPROVALS

1. Class Counsel will submit a proposed final order and judgment at the Final Approval Hearing to include:

- A. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; and
- B. Seeking entry by the Court of a Final Judgment and order permanently barring the Parties and Settlement Class Members from prosecuting the other Parties and their officers, attorneys, directors, shareholders, employees, agents, retailers, suppliers, distributors, endorsers, and consultants, in regard to those matters released as set forth in Section V.A. above.

2. The Settlement between the Parties is contingent on the required Court approvals of all the terms set forth herein.

XIII. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XIV. MUTUAL FULL COOPERATION

A. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other actions as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to

secure the Court's final approval of this Agreement. Defendant agrees that it will not challenge venue or jurisdiction in the Southern District of Florida. Defendant will not oppose the Plaintiff's motion for certification of the Settlement Class, which will be filed in the Southern District of Florida based on the terms set forth herein.

XV. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or as an admission that class treatment in the Actions is proper for any purpose other than settlement. Defendant denies all liability for claims asserted in the Actions and denies that class treatment for the Actions is proper for any purpose other than settlement. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding. This Agreement or the existence of this Settlement shall not be used or cited in any proceeding other than (i) an action or proceeding to approve or enforce this Agreement, or (ii) in a subsequent proceeding potentially barred by the Release specified herein.

XVI. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Tyler Ulrich BOIES SCHILLER FLEXNER LLP 100 SE 2nd Street, Suite 2800 Miami, Florida 33131 Telephone: (305) 539-8400 E-mail: tulrich@bsfllp.com -and- Bradley J. Edwards EDWARDS HENDERSON PLLC 425 N. Andrews Ave., Suite 2 Fort Lauderdale, FL 33301 (954)-524-2820 Email: brad@cylvf.com -and-	Joshua A. Glikin SHULMAN ROGERS 12505 Park Potomac Avenue, 6th Floor Potomac, Maryland 20854 Tel: (410) 520-1342 Fax: (301) 230-2891 E-mail: JGlikin@shulmanrogers.com -and- Simon M. Nadler General Counsel JOOLA 915 Meeting Street, Suite 1300 North Bethesda, MD 20852 Email: snadler@joola.com (this copy shall not constitute notice)

<p>Hallie Von Rock AIMAN-SMITH & MARCY, PC 7677 Oakport St., Suite 1000 Oakland, CA 94621 (510) 817-2711 E-mail: hvr@asmlawyers.com</p>	
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XVII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XVIII. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder. Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XIX. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

XX. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims made before the Final Approval Hearing that a Settlement Class Member's settlement amount was improperly calculated or adjusted or that the Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual settlement amount or failed to submit a timely dispute letter for any reason.

XXI. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XXII. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XXIII. GOVERNING LAW

This Agreement shall be governed by, and the rights of the Parties determined in accordance with, the laws of the State of Florida, irrespective of the State of Florida's choice of law principals. The Parties shall jointly request that the District Court retain jurisdiction to enforce the provisions of this Agreement and to enforce the Agreement in the event of default.

XXIV. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXV. CLASS COUNSEL SIGNATORIES

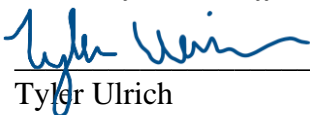
It is agreed that because the Settlement Class appear to be so numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXVI. COUNTERPARTS

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. All Parties must sign this Agreement for it to be binding.

REVIEWED AND APPROVED FOR LEGAL COMPLIANCE ONLY:

Counsel for Plaintiff, Greg Matus:




Tyler Ulrich
BOIES SCHILLER FLEXNER LLP
100 SE 2nd Street, Suite 2800
Miami, Florida 33131
Telephone: (305) 539-8400
E-mail: tulrich@bsfllp.com

Date: May 5, 2025

Sigrid McCawley
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Bradley J. Edwards
Brittany N. Henderson
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Email: brad@cvmf.com
brittany@cvmf.com
ecf@cvmf.com

Counsel for Plaintiff, John Michael Tomberlin:


Hallie Von Rock (May 5, 2025 14:21 PDT)

Date: 05/05/2025

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7677 Oakport St., Suite 1150
Oakland, CA 94621
T 510.817.2711
F 510.562.6830

Counsel for Defendant, Sport Squad, Inc.:

Date: _____

Joshua A. Glikin
jglikin@shulmanrogers.com
SHULMAN ROGERS, P.A.
12505 Park Potomac Avenue, 6th Floor
Potomac, Maryland 20854
Tel: (301) 231-0956
Fax: (301) 230-2891

ACCEPTED AND AGREED:

By:

Greg Matus

Date: _____


John Michael Tomberlin (May 5, 2025 14:40 PDT)

Date: 05/05/2025

John Michael Tomberlin

By: Sport Squad, Inc.

Gordon Kaye
Chief Experience Officer

Date: _____

ACCEPTED AND AGREED:

By:



Greg Matus

Date: 5/05/2025

John Michael Tomberlin

Date: _____

By: Sport Squad, Inc.

Gordon Kaye
Chief Experience Officer

Date: _____

Bradley J. Edwards
Brittany N. Henderson
425 N. Andrews Ave., Suite 2
Fort Lauderdale, Florida 33301
Telephone (954) 524-2820
Email: brad@cvmf.com
brittany@cvmf.com
ecf@cvmf.com

Counsel for Plaintiff, John Michael Tomberlin:

Date: _____

AIMAN - SMITH & MARCY
PROFESSIONAL CORPORATION

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T 510.817.2711
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Counsel for Defendant, Sport Squad, Inc.:

Date: 05/05/2025



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12505 Park Potomac Avenue, 6th Floor
Potomac, Maryland 20854
Tel: (301) 231-0956
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ACCEPTED AND AGREED:

By:

Greg Matus

Date: _____

John Michael Tomberlin

Date: _____

By: Sport Squad, Inc.

Gordon Kaye

Gordon Kaye
Chief Experience Officer

Date: 05/05/2025



SIGNATURE CERTIFICATE



REFERENCE NUMBER

5A78A375-C25D-427D-9B4F-B7FDF5E2DD4B

TRANSACTION DETAILS

Reference Number

5A78A375-C25D-427D-9B4F-B7FDF5E2DD4B

Transaction Type

Signature Request

Sent At

05/05/2025 16:49 EDT

Executed At

05/05/2025 17:00 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

513a6a0f31bf68f926a84b6a311e0a638ecf672e5d3a07f970063d626cbee275

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

FINAL FINAL DRAFT - Settlement Agmt 5 5 25-adding Paddle retention sentence 002 47223545 1

Filename

FINAL_FINAL_DRAFT_-_Settlement_Agmt_5_5_25-adding_Paddle_retention_sentence_002_47223545_1_.pdf

Pages

24 pages

Content Type

application/pdf

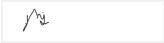

File Size

414 KB

Original Checksum

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Josh Glikin Email jglikin@shulmanrogers.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 0b429a711289343b3b84eea27f34fd374c509f01959a21f1b16f2878ca7b6b04 IP Address 50.144.231.226 Device Chrome via Windows Drawn Signature  Signature Reference ID EEBCF868 Signature Biometric Count 5	Viewed At 05/05/2025 16:59 EDT Identity Authenticated At 05/05/2025 17:00 EDT Signed At 05/05/2025 17:00 EDT
Name Gordon Kaye Email gkaye@joola.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 84f9de540c032a9c1f2c915ec72eed542bb355c9ab9e4e7766a9f766d4ccb894 IP Address 67.208.172.74 Device Microsoft Edge via Windows Typed Signature  Signature Reference ID 2AA8466D	Viewed At 05/05/2025 16:50 EDT Identity Authenticated At 05/05/2025 16:51 EDT Signed At 05/05/2025 16:51 EDT

AUDITS

TIMESTAMP	AUDIT
05/05/2025 16:49 EDT	Trina Lewis (tlewis@shulmanrogers.com) created document 'FINAL_FINAL_DRAFT_-_Settlement_Agmt_5_5_25-adding_Paddle_retention_sentence_002_47223545_1_.pdf' on Chrome via Windows from 35.169.110.255.
05/05/2025 16:49 EDT	Gordon Kaye (gkaye@joola.com) was emailed a link to sign.
05/05/2025 16:49 EDT	Josh Glikin (jglikin@shulmanrogers.com) was emailed a link to sign.
05/05/2025 16:50 EDT	Gordon Kaye (gkaye@joola.com) viewed the document on Microsoft Edge via Windows from 67.208.172.74.

TIMESTAMP	AUDIT
05/05/2025 16:51 EDT	Gordon Kaye (gkaye@joola.com) authenticated via email on Microsoft Edge via Windows from 67.208.172.74.
05/05/2025 16:51 EDT	Gordon Kaye (gkaye@joola.com) signed the document on Microsoft Edge via Windows from 67.208.172.74.
05/05/2025 16:59 EDT	Josh Glikin (jglikin@shulmanrogers.com) viewed the document on Chrome via Windows from 50.144.231.226.
05/05/2025 17:00 EDT	Josh Glikin (jglikin@shulmanrogers.com) authenticated via email on Chrome via Windows from 50.144.231.226.
05/05/2025 17:00 EDT	Josh Glikin (jglikin@shulmanrogers.com) signed the document on Chrome via Windows from 50.144.231.226.

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

*Greg Matus, on behalf of himself and all others
similarly situated,*

Plaintiff,

vs.

Sport Squad, Inc. d/b/a JOOLA,

Defendant.

Case No. 24-cv-60954-DSL

**DECLARATION OF
CHRISTIE K. REED OF KROLL
SETTLEMENT ADMINISTRATION
LLC IN CONNECTION WITH
PRELIMINARY APPROVAL OF
SETTLEMENT**

I, Christie K. Reed, hereby declare:

1. I am the Media Director of Kroll Media Solutions (“Kroll Media”),¹ a business unit of Kroll Settlement Administration LLC (“Kroll”) the proposed Settlement Administrator to be appointed in the above-captioned case, whose principal office is located at One World Trade Center, 285 Fulton Street, 31st Floor, New York, New York 10007. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working with me, including information reasonably relied upon in the fields of advertising media and communications. This declaration is being filed in connection with Preliminary Approval of the settlement.

2. I have nearly fifteen years of legal notice experience, and I have been involved with some of the largest and most complex programs in the legal notice industry, including cases involving consumer and product liability class actions, pharmaceutical antitrust, data breaches and consumer privacy actions, and government restitution. My expertise includes media planning and

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

research, media buying, creative design and notice drafting, and data analysis of hundreds of court-approved national, local and international notice programs.

3. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, privacy, securities, labor and employment, consumer and government enforcement matters. Kroll has provided class action services in over 3,000 settlements varying in size and complexity over the past 50 years.

4. Kroll is prepared to provide a full complement of notification and Claims administration services in connection with that certain Settlement Agreement and Release (the “Settlement Agreement”) entered into this Action, including dissemination of the Class Notice by email, publication, and through the use of a Settlement Website to be created in connection with this matter.

CAFA Notice

5. On behalf of the Defendant, Kroll will provide notice of the proposed settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (the “CAFA Notice”). At Defendant’s counsel’s direction, Kroll will send the CAFA Notice, which identifies how to access required documents relating to the settlement, via first-class certified mail to (a) the Attorney General of the United States and (b) the applicable state Attorneys General. The CAFA Notice will direct the recipients to the website www.CAFANotice.com, a site that will contain all the documents relating to the settlement referenced in the CAFA Notice.

Notice by Email

6. In preparation for disseminating Class Notices by email (the “Email Notice”), Kroll will work with Class Counsel and Defendant’s counsel (collectively, “Counsel”) to finalize the language for the Email Notice. Once the Email Notice is approved, Kroll will create an Email Notice template in preparation for the email campaign. Kroll will prepare a file with all Settlement Class Member email addresses and upload the file to an email campaign platform. Kroll will prepare email proofs for Counsel’s review and final approval. The proofs/test emails for approval

will include the body of the email and subject line. Once the proofs/test emails are approved, the email campaign will begin as directed in the Settlement Agreement.

7. Kroll will track and monitor emails that are rejected or “bounced back” as undeliverable. At the conclusion of the email campaign, Kroll will provide a report with the email delivery status of each record. The report will include the number of records that had a successful Email Notice delivery, and a count of the records where delivery failed. Kroll will also update its administration database with the appropriate status of the email campaign for each of the Settlement Class Member records.

8. As required under section VI.C. of the Settlement Agreement, Kroll will send reminder emails thirty (30) days and then sixty (60) days after the Notice Date. The reminder emails will be sent to Settlement Class Members who have not yet submitted a Claim Form, who have not opted out of the settlement, and who did not unsubscribe to receiving settlement email communications.

Publication Notice

9. The publication notice program will utilize an online media campaign to achieve at least 70% reach among likely Settlement Class Members, consistent with due process. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.² In total, the online media campaign will serve more than 3.2 million impressions across display and social media.

Target Audience

10. The Settlement Class includes “all persons residing within the United States who own and have in their possession a Gen 3 Paddle. Persons who accepted JOOLA’s prior offer to return their Gen 3 Paddle are not part of the Settlement Class; however, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such

² Barbara Rothstein and Thomas Willging, Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges, at 27 (3d ed. 2010).

purchaser is still a member of the class as to the remainder of the Gen 3 Paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and Defendant's Authorized Retailers."

11. Kroll Media has selected a target audience of U.S. adults who play pickleball weekly. This target audience is a proxy definition for the Settlement Class, as no nationally syndicated media research data provides an exact target for Settlement Class Members. Utilizing an overinclusive proxy audience is commonplace in both class action litigation and advertising generally.³

Online Display

12. Kroll Media will apply a programmatic approach to display advertising placements.⁴ Digital banner ads will be purchased "programmatically" using a computer algorithm to show a specific ad to a specific visitor in a specific context. These ads are device-agnostic and will appear across desktop, laptop, tablet, or mobile devices.

13. Online display ads will be targeted to users who are classified as pickleball enthusiasts and/or who have expressed interest in pickleball. Additional ads will be targeted to a broader national audience of adults 45 years of age or older with household incomes over \$100,000.

³ "If the total population base (or number of class members) is potentially unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established." Duke Law School, *GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS*, at 56. This publication is available online at: <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1003&context=bolch>.

⁴ In practice, when a user visits a website, an IP connection between the user's device and the publisher's webserver is established. The website then flags available ad tags so that the ad server can analyze data about the user, such as demographic attributes or location. This information is shared with advertising exchanges (*i.e.*, digital advertising marketplaces for ad space) where ad buyers can bid on the ad unit relevant to the campaign. If the ad unit is user-relevant, *i.e.*, it targets a likely class member based on matching user attributes, a bid is offered. Upon winning the bid for the ad unit, the ad is downloaded on a webpage for a user to see and this counts as an impression.

14. The content of the digital banner ads will include relevant information for users to self-identify whether they are part of the Settlement Class. When an ad is clicked, an embedded link will direct the user to the Settlement Website where they can learn more about the Settlement and potentially file a Claim Form online.

15. The display ad units will include the most popular and widely-accepted formats such as 160x600 (wide skyscraper), 300x250 (rectangle), 300x600 (large skyscraper), 729x90 (leaderboard), 300x50 (mobile banner), 320x50 (mobile leaderboard), and 336x280 (large rectangle).⁵

Google Search Ads

16. Keyword search advertising will be used to display advertisements to users in their Google Search results. This will help drive likely Settlement Class Members who are actively searching for information about the Settlement to the Settlement Website. When a user conducts a search for Settlement-related content, such as “*pickleball paddle class action*,” “*pickleball paddle lawsuit*,” and other similar terms, a sponsored link may appear, which will provide brief information about the settlement and direct users to the Settlement Website.

Social Media Ads

17. Social media ads will appear on Facebook and Instagram. Ads will be targeted to adults 18 years of age or older who have an interest in pickleball. Ads will also be targeted to users who have interacted with relevant Facebook or Instagram pages or groups, such as The Kitchen: A Pickleball Community; The Dink Pickleball; Pickleball Forum; Women’s Pickleball Group; Pickleball Rules, and others. Additionally, ads will be targeted to a broader national audience of adults 45 years of age or older.

18. Social media advertising will include relevant information for the user to self-identify whether they are included in the Settlement Class. If the user clicks on the social media

⁵ Creating multiple ad sizes increases a notice plan’s probability of getting the message in front of the right target audience at the right time. If a web page serves only 300x250 and 728x90 ads, and the campaign only created a 320x50 ad, a notice plan ad will not have the opportunity to serve an ad on that website.

ad, an embedded link takes them to the Settlement Website where they can learn more about the Settlement.

19. On YouTube, banner ads will be targeted to channels and/or content related to pickleball.

Press Release

20. Kroll Media will issue a press release concerning the Settlement over Cision PR Newswire's US1 National Newswire. This network includes thousands of news outlets. Kroll will monitor for news mentions resulting from the press release and will report the results to the Court at the conclusion of the notice program.

Settlement Website

21. Kroll will work with Counsel to create a dedicated Settlement Website. The Settlement Website URL will be determined and approved by Counsel. The Settlement Website will contain a summary of the settlement, will allow Settlement Class Members to contact the Settlement Administrator with any questions or changes of address, provide notice of important dates such as the Final Approval Hearing, Claims Deadline, Objection Deadline, and Exclusion Deadline, and provide Settlement Class Members who file Claim Forms online the opportunity to select an electronic payment method, including Venmo, Zelle, Paypal, ACH, or payment by check. The Settlement Website will also contain relevant documents including the Operative Complaint, Settlement Agreement, Preliminary Approval Order, Class Notice (in English and Spanish), and any other materials agreed upon by counsel for the Parties and/or required by the Court.

Toll-Free Telephone Number

22. Kroll will also establish a toll-free telephone number for the settlement. The toll-free telephone number will allow Settlement Class Members to call and obtain information about the settlement through an Interactive Voice Response system.

Post Office Box

23. Kroll will designate a post office box with the mailing address *Matus vs. Sport Squad Settlement*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY

10150-5391, in order to receive requests for exclusion, Claim Forms, and correspondence from Settlement Class Members.

Administration Cost

24. Based on Kroll's current understanding of the Settlement Class size and requested settlement administration services, estimated Costs of Administration are approximately \$78,800 for fees, costs and other expenses incurred for settlement administration pursuant to the Settlement Agreement. The current estimate is subject to change depending on factors such as the actual Settlement Class size and/or any settlement administration scope change not currently under consideration.

CONCLUSION

25. In my opinion, the proposed Notice Plan reflects a particularly appropriate, highly targeted, and contemporary way to provide notice to Settlement Class Members and is designated and estimated to reach at least 70% of the targeted audience, *i.e.*, likely Settlement Class Members, and will serve more than 3.2 million impressions across display and social media. In my opinion, the Notice Plan described above is reasonably calculated to provide notice and is consistent with best practicable, court-approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on May 5, 2025, in Lakewood, California.


CHRISTIE K. REED

EXHIBIT C

- UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

4. On June 5, 2024, Plaintiff Matus filed the Complaint and commenced this action. The parties engaged in motion practice, including briefing on Defendant's Motion to Dismiss. In October 2024, Plaintiff served extensive written discovery on Defendant related to both class certification and the merits. On December 17, 2024, the Court denied Defendant's motion to dismiss Plaintiff's FDUPTA and unjust enrichment claims and granted the motion to dismiss Plaintiff's claims of breach of implied and express warranty for procedural reasons relating to pre-suit notice. Also in December of 2024, the Court entered an initial trial schedule with class certification briefing in March and all discovery to be completed by June 18, 2025.

5. The proposed Settlement also resolves *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158 (C.D. Cal.) (the "California Action"). There, Plaintiff Tomberlin filed a complaint on May 31, 2024 asserting similar claims against the Defendant. The California Action was set for a jury trial on May 11, 2026 and Tomberlin's motion for class certification was due August 6, 2025. The proposed Settlement resolves Plaintiff Tomberlin's claims in the California Action in addition to Plaintiff Matus's claims in the instant action before this Court.

6. Both actions have been stayed pending approval of the Settlement.

7. In February of 2025, all parties participated in a two-day global mediation before the Honorable Michael A. Hanzman (Ret.). The negotiations were hard-fought throughout, and the mediation process was conducted at arm's length. In advance of the mediation, the parties briefed their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. After extensive arm's length settlement negotiations conducted through Judge Hanzman, the parties reached an agreement to settle the actions in their entirety.

8. After investigating the facts and carefully considering applicable law, Plaintiff and Class Counsel have concluded that it is in the best interests of the Settlement Class Members to enter into the Settlement to avoid uncertainties of litigation and to assure meaningful and timely benefits to Settlement Class Members.

9. I, along with the Plaintiff and Co-Lead Class Counsel, respectfully submit that the terms and conditions of the Settlement are fair, reasonable, adequate, and in the best interests of

all Settlement Class Members. The Settlement provides complete monetary relief to all Class Members that have Proof of Purchase, and substantial relief to Class Members that cannot provide Proof of Purchase but nonetheless return a JOOLA Gen 3 Paddle.

10. Plaintiff requests that the Court appoint myself and Sigrid McCawley of my firm as Co-Lead Class Counsel, along with Bradley Edwards of the Edwards Henderson Law Firm and Hallie Von Rock of the Aiman-Smith & Marcy law firm (collectively, “Class Counsel”). Class Counsel has invested considerable time and resources into the investigation of the facts underlying the claims and the prosecution of this action.


11. Class Counsel is qualified, experienced, and able to represent Plaintiff in this class action. Class Counsel has a wealth of experience in litigating complex cases and class action lawsuits like this one, knowledge of the applicable law, and sufficient resources to commit to the Settlement Class.

12. My partner Sigrid McCawley also has substantial experience litigating class actions. Most recently in *Jane Doe 1 v. JPMorgan Chase Bank NA*, Case No. 1:22-cv-10019 (S.D.N.Y.), she represented a class of Jeffrey Epstein victims and the court granted final approval of a \$290 million settlement to the class. She also served as counsel in a companion suit brought by a class of Epstein victims against Deutsche Bank, where the same court approved a \$75 million settlement.

13. Boies Schiller Flexner LLP has taken a leading role in some of the most well-known class actions in recent years. For example, Boies Schiller successfully litigated *In re Blue Cross Blue Shield Antitrust Litig.*, Master File No. 2:13-cv-20000-RDP (N.D. Ala.) in which the parties agreed to, and the court approved, a \$2.7 billion settlement on behalf of insurance subscribers against BCBS—the largest ever antitrust case that was not the subject of any government enforcement. Boies Schiller also currently serves as co-lead counsel in *Rodriguez v. Google*, Case No. 20-cv-04688-RS (N.D. Cal.) representing a class of nearly 100 million Google users where the district court in San Francisco granted class certification and denied Google’s motion for summary judgment in full.

14. Attached below are the Boies Schiller Flexner biographies of myself and Sigrid McCawley.

Date: May 5, 2025


/s/ Tyler Ulrich

Email: tulrich@bsfllp.com
(Florida Bar No. 94705)
Boies Schiller Flexner LLP
100 SE 2nd St., Ste 2800
Miami, FL 33131-2124
Telephone: (305) 352-8422

Attorney for Plaintiff



Boies Schiller Flexner is a firm of internationally recognized trial lawyers, crisis managers, and strategic advisers known for our creative, aggressive, and efficient pursuit of successful outcomes for our clients. Our attorneys have an established track record of taking on and winning complex, groundbreaking, and cross-border matters in diverse circumstances and industries. From the thorniest, most high-stakes matters to straightforward business disputes, we have a knack for identifying the strongest arguments, understanding the benefits of each, and determining when and how to deploy them in a case.

We use the law as a tool to drive value and mitigate risk. We treat every case from its inception as though it is headed to trial, relentlessly and methodically developing the factual record in a way that positions us for success in or out of the courtroom.

We build deep relationships with clients, allowing us to advise them in any matter and any forum, and we regularly represent them as both plaintiffs and defendants. Everything we do for our clients is intended to advance their interests while helping them evaluate the costs, benefits, and risks of litigation.

Clients benefit from our experience on more than 450 trials before juries and judges in federal and state courts throughout the United States, courts throughout England, and more than 200 international arbitration proceedings around the world.

With offices located throughout the United States and in London and Italy, we operate as one firm with a seamless approach to building the most skillful and cost-effective team possible for every matter.

Our class-action practice consistently delivers unique, innovative solutions that help our clients in must-win situations. Through sophisticated risk analysis and strength at trial, BSF has had a leading role in some of the most well-known class actions in recent years, including bringing a final resolution to *In re Blue Cross Blue Shield Antitrust Litig.*, where the United States Supreme Court denied the two petitions for certiorari from the remaining objectors to the \$2.7 billion settlement on behalf of insurance subscribers against BCBS — the largest ever in an antitrust case that was not the subject of any government enforcement.

Our history of representing plaintiff classes gives us an advantage that has proven effective in representing defendants in cases involving antitrust, insurance disputes, securities fraud, and consumer protection violations. We have been selected by major corporations, institutions, and individuals who have a choice of any attorney in the world for their most important matters. While

the range of legal issues and the nature of our role may change from case to case, our focus on preparing for trial from day one continues to be a recipe for success.

Sigrid McCawley

Sigrid is a Managing Partner of Boies Schiller Flexner, where she helps oversee the work of attorneys throughout the firm. Sigrid's litigation talents have been nationally recognized. She was named Litigator of the Year by *The American Lawyer*, Lawyer of the Year Finalist by *The American Lawyer*, Top Ten Female Litigator from 2020-2023 by *Benchmark Litigation*, Finalist for Attorney of the Year in Florida by *Daily Business Review*, Most Effective Lawyer in Arbitration by *Daily Business Review*, a Leading Lawyer in America by *Lawdragon*, and a Thought Leader 2021 by *Corporate Counsel*. Sigrid has made appearances on *Netflix*, *Lifetime*, *60 Minutes*, *ABC*, *NBC*, *CBS*, *CNN*, and *Fox*, and her work has been featured in *The New York Times* and *The Wall Street Journal*. With over 20 years of experience litigating some of the most sophisticated commercial litigation disputes in the country and abroad, Sigrid's advocacy for clients in high-stakes cases has received high acclaim. *Forbes* wrote of Sigrid's deposition skills: "With ironclad interrogation skills, McCawley won the day hands-down...As a legal performance, McCawley on this day should be taught."

Sigrid's sophisticated commercial practice is far-reaching and ranges from recently winning a multimillion-dollar international arbitration to securing a \$100 million victory in a landmark case before the U.S. Supreme Court twice in *Halliburton Co. v. Erica P. John Fund*. Time and again, Sigrid has successfully handled some of the most challenging commercial disputes.

Additional complex commercial experience includes:

- Successfully obtained a combined \$365 million dollar settlement from two major financial institutions in a class action on behalf of Epstein victims
- Obtained a \$150 million dollar settlement for a class in a pyramid scheme case against Amway Corporation
- Defended Fortune 500 company in nationwide class action and related action resulting in a favorable ruling before the Colorado Supreme Court
- Served as lead counsel in trust action and related cases pending in both state and federal courts involving challenges exceeding \$2 billion

Sigrid has been a leader in the legal fight on behalf of victims of sex predator Jeffrey Epstein and his co-conspirators. Her pro bono work contributed to the arrest of Jeffrey Epstein, Ghislaine Maxwell, and Jean Luc Brunel and resulted in a successful resolution of claims for numerous Epstein victims she represents. Recently, Sigrid helped recover \$365 million in a class action for Epstein victims against two major financial institutions. She is also presently representing pro bono a group of ballerinas in their efforts to hold their abusers accountable on sex trafficking charges.

Committed to public service, Sigrid presently serves on the Board of Directors for Jack & Jill and on the Board of Directors for the Community Foundation of Broward.

Tyler Ulrich

Tyler is an experienced litigator who focuses on complex civil litigation and high-stakes business matters and frequently represents parties in consumer class actions. He is valued by clients for his judgment and tenacity in litigating challenging, high-profile, and cutting-edge cases.

Tyler's diverse clients have included Fortune 100 companies, sovereign nations, consumers in class actions, Indian tribes, high-net-worth individuals, and individuals in pro bono cases. Tyler has extensive experience with all aspects of litigation, including early-stage strategies, dispositive motions, trial, and appeals. He has litigated, managed, arbitrated, mediated, negotiated settlements, tried to verdict, and handled appeals in significant cases across the country. Tyler also has been appointed to leadership committees in a variety of multibillion-dollar federal multidistrict litigations, including *In re FTX Cryptocurrency Collapse Litigation*, *In re National Prescription Opiate Litigation*, and *In re Takata Airbag Products Liability Litigation*.

Additional complex litigation experience includes:

- Lead counsel for Cherokee Nation in claims against McKesson, AmerisourceBergen, Walgreens and other prescription drug distributors litigated in state, federal, and tribal trial courts in Oklahoma, as well the Oklahoma Supreme Court and the U.S. Court of Appeals for the Tenth Circuit;
- Counsel for class of consumers in multidistrict litigation in the Southern District of Florida against Takata, Honda, Toyota, and other automotive companies concerning defective airbags, in which BSF as co-lead counsel has recovered over \$1.5 billion dollars in settlements;
- Lead counsel for United Healthcare in pending litigation against AmerisourceBergen in the District of Minnesota relating to payments for over \$100 million in oncology medicine.

Before joining the firm, Tyler clerked several years for federal judges in New Orleans and Miami, and worked as an associate in the antitrust group of another national firm in Washington D.C.

EXHIBIT D

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Greg Matus, *on behalf of himself and all others
similarly situated*,

Plaintiff,

vs.

Sport Squad, Inc. d/b/a JOOLA,

Defendant.

Case No. 24-cv-60954-DSL

**DECLARATION OF BRADLEY J. EDWARDS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

I, Bradley J. Edwards, hereby declare as follows:

1. I am a partner at Edwards Henderson Law Firm, co-counsel to Plaintiff and the proposed Settlement Class in this case. I am a member of the Florida Bar and the bar of this Court. I make this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Settlement and Provisional Certification of Proposed Settlement Class. I have knowledge of the facts stated herein from my personal knowledge and information gathered from within my firm and, if called as a witness, I could and would competently testify thereto.

2. The law firms representing Plaintiff, Edwards Henderson and Boies Schiller Flexner LLP (collectively, "Counsel") have collectively invested significant resources into investigating and litigating this case. Counsel, now together with Hallie Van Rock of the Aiman-Smith & Marcy law firm, move to be appointed Co-Lead Class Counsel. Tyler Ulrich of Boies Schiller Flexner LLP and Hallie Van Rock of Aiman-Smith & Marcy have submitted separate declarations.

3. Counsel has invested substantial resources and time in the investigation of the factual and legal bases for claims against the Defendant. Among other activities, these firms have:

- Researched and analyzed potential legal claims against Defendant;
- Served substantial written discovery on Defendant related to both class certification and merits;
- Full briefing on the Defendant's motion to dismiss and prevailed on Plaintiff's FDUPTA and unjust enrichment claims; and
- Participate in two-day global mediation before the Honorable Michael A. Hanzman.

4. After investigating the facts and carefully considering applicable law, Plaintiff and Class Counsel have concluded that it is in the best interests of the Settlement Class Members to enter into the Settlement to avoid uncertainties of litigation and to assure meaningful and timely benefits to Settlement Class Members.

5. I, along with the Plaintiff and Co-Lead Class Counsel, respectfully submit that the terms and conditions of the Settlement are fair, reasonable, adequate, and in the best interests of all Settlement Class Members. The Settlement provides complete monetary relief to all Class Members that have Proof of Purchase, and substantial relief to Class Members that cannot provide Proof of Purchase but nonetheless return a JOOLA Gen 3 Paddle.

6. My law firm and partner Brittany Henderson are qualified, experienced, and able to represent Plaintiff in this class action. We have a wealth of experience in litigating complex class action lawsuits like this one, extensive knowledge of the applicable law, and sufficient resources to commit to the Settlement Class.

7. My firm has experience in dealing with class action and complex litigation cases. Ms. Henderson and I were class counsel and trial counsel in a class action against Jupiter Golf

Club, LLC, which does business as the Trump National Golf Club – Jupiter. *Hirsch, et al. v. Jupiter Golf Club, LLC*, 2017 WL 448962 (S.D. Fla. Feb. 1, 2017). In *Hirsch*, EPLLC avoided dismissal, obtained class certification, and defeated Defendant’s summary judgment challenge. I personally deposed Donald Trump, Eric Trump, other witnesses, and tried the case to verdict on behalf of plaintiffs and the class. The Court awarded full judgment of \$5.7M for plaintiffs and the class, the full relief that was requested at trial, plus prejudgment interest.

8. Most recently in *Jane Doe I v. JPMorgan Chase Bank NA*, Case No. 1:22-cv-10019 (S.D.N.Y.), Ms. Henderson and I represented a class of Jeffrey Epstein victims and the court granted final approval of a \$290 million settlement to the class of victims. We also served as counsel in a companion suit brought by a class of Epstein victims against Deutsche Bank, where the same court approved a \$75 million settlement.

9. Through its creative, aggressive, and efficient approach to litigation, combined with its proven track record of success, Edwards Henderson has also earned a world-class reputation in the sexual abuse arena. Both Brittany Henderson and I were part of the first team of lawyers to hold banking institutions responsible for the facilitation of sex trafficking resulting in a combined settlement of \$365 million for the survivors of Jeffrey Epstein. Those litigation efforts have been featured on Netflix Documentaries (*Jeffrey Epstein: Filthy Rich; Ghislaine Maxwell: Filthy Rich*), have appeared on major news networks and programs (*ABC, NBC, CBS, CBS’s 60 Minutes, Fox News, Good Morning Britain*), and have written a novel (*Relentless Pursuit: My Fight for the Victims of Jeffrey Epstein*).


10. Edwards Henderson has the depth and breadth of experience, personnel, and financial resources to litigate this case effectively, and it has a track record of committing those

resources to cases of sexual abuse and complex litigation and achieving exceptional results for its clients.

11. Attached below are the full biographies of myself and Brittany Henderson.

I declare under penalty of perjury under the law of the United States that the foregoing is true and correct.

Executed this 5th day of May, 2025.

By: 
Bradley J. Edwards

Brittany Henderson is a partner at Edwards Henderson and the co-author of *Relentless Pursuit: My Fight for the Victims of Jeffrey Epstein*. She represents crime victims and survivors of sexual abuse in civil litigation nationwide and is licensed to practice in Florida, New York, and Washington, D.C.

In 2016, Brittany was recognized for obtaining one of the top 50 jury verdicts in the United States resulting from a high profile sexual abuse case against rapper Jayceon Taylor a/k/a The Game in Federal Court in Chicago, Illinois and again in 2018, for a \$71 million verdict in Florida state court pursuant to Federal Maritime Law on behalf of a young woman who was sexually assaulted while working as a crew member on a large yacht. In 2023, Brittany was part of the first team of lawyers to hold banking institutions responsible for the facilitation of sex trafficking resulting in a combined settlement of \$365 million for the survivors of Jeffrey Epstein. She has worked with and against lawyers considered the best in the country and has obtained over \$500 million in jury verdicts and settlements in her career.

Brittany has appeared on ABC News, Fox News Tucker Carlson Tonight, and was featured in the Lifetime production *Surviving Jeffrey Epstein* as well as on Netflix's *Ghislaine Maxwell: Filthy Rich* as a result of the tremendous work that she has done on behalf of the survivors of billionaire pedophile Jeffrey Epstein. She was a featured presenter at Oxygen True Crime's CrimeCon Las Vegas and has been quoted in all major news publications including the New York Times, Wall Street Journal, Washington Post, USA Today, Forbes, Rolling Stone, New York Magazine, and People Magazine.

In addition to being a fearless advocate for crime victims in the courtroom, Brittany co-founded The Survivors, Inc., a 501(c)(3) organization wherein sexual abuse survivors help other survivors by providing certified life coaching services. She serves on the Board of ChildUSA, the preeminent nonprofit think tank for children devoted to ending child abuse by leading the way for statute of limitations reform in the United States, as well as on the Board of Directors for the National Crime Victims Bar Association. Brittany has been consistently recognized as a Rising Star by SuperLawyers and by the National Trial Lawyers Association's "Top 40 Under 40."

Brittany graduated Magna Cum Laude from Nova Southeastern University College of Law in Fort Lauderdale, Florida where she was served on the executive committees of both the Nova Law Review and the Moot Court Society. She received the prestigious Stephanie Aleong Impact Award from the College of Law, and upon graduation, she was named to the National Order of Barristers. Prior to attending law school, Brittany graduated with honors from Auburn University where she received her Bachelor of Arts in Political Science.

You can contact Brittany at brittany@cylvf.com.

Brad Edwards is the founding partner of Edwards Henderson and the author of *Relentless Pursuit: My Fight for the Victims of Jeffrey Epstein*. He is a nationally recognized Board Certified Civil Trial attorney who specializes in providing civil representation for children, survivors of sexual abuse, and victims of violent crimes. Brad is licensed to practice in Florida, New York, and Washington, D.C.

In 2020, Brad was inducted into the prestigious International Academy of Trial Lawyers, whose invitation-only membership is limited to the best 500 attorneys in the world. As a result of his resounding work for survivors, Brad was consecutively recognized as the 2020 FJA Jon E. Krupnick Lawyer of the Year and the 2021 Daily Business Review Lawyer of the Year. In 2024, the UCF Center for the Study of Human Trafficking awarded Brad the prominent Polaris Star Award: Agents for Change alongside Tim Tebow for his outstanding contributions and dedication to finding justice for abuse victims.

From 2008 through 2019, Brad served as pro-bono lead counsel on behalf of the survivors of Jeffrey Epstein in the seminal case upholding crime victims rights in this country. In 2019, the Federal Judge on the case ruled in favor of the victims, holding that the government had violated the rights of Epstein's victims under the Crime Victims' Rights Act when Epstein entered into a Non-Prosecution Agreement without the knowledge of his victims in 2008. In 2023, after relentlessly pursuing justice on behalf of the survivors of Jeffrey Epstein for 15 years, Brad spearheaded unprecedented litigation as lead counsel against the banking institutions that facilitated Epstein's sex-trafficking operation for decades. The litigation ended in a \$290 million settlement with JP Morgan Chase and a \$75 million settlement with Deutsche Bank on behalf of hundreds of survivors from all over the world.

For years, Brad has been recognized as one of the leading trial lawyers in the United States. He was recognized for obtaining one of the Top 50 Verdicts in the United States in 2015, 2016, and 2018. He was also recognized for obtaining two of the top Florida verdicts in 2011 and 2012. These achievements were highlighted in 2018, when Brad obtained a \$71 million jury verdict on behalf of a client who was sexually abused on board a private yacht. This was the largest contested jury verdict in the United States obtained on behalf of a single survivor of sexual abuse. Throughout his career, he has obtained over one billion dollars in verdicts and settlements for his clients.

Brad was featured in the Netflix series, Jeffrey Epstein: Filthy Rich, Ghislaine Maxwell: Filthy Rich, on ABC 20/20 Truth & Lies: The Jeffrey Epstein Story, on Lifetime: Surviving Jeffrey Epstein, and on the Dax Shepard podcast Armchair Expert as a result of the groundbreaking work that he performed on behalf of the survivors of Jeffrey Epstein. Brad was the featured legal analyst in the BBC documentary, The Abercrombie Guys: The Dark Side of Cool, exposing the decades long sex-trafficking operation of Abercrombie & Fitch CEO, Michael Jeffries and his partner, Matthew Smith, which led to Brad filing yet another monumental sex trafficking class action lawsuit on behalf of the survivors. He has also been featured on CBS this Morning, Good Morning America, the TODAY Show, 60 Minutes, and Good Morning Britain.

Brad has been listed in the Best Lawyers in America for the past sixteen years. He is rated AV by his professional peers through the Martindale-Hubbell © Peer Review Rating system as a Top

Rated Lawyer. Brad has also been certified as a lifetime member of the Million Dollar Advocates Forum and the Multi-Million Dollar Advocates Forum and has been profiled in The Best Lawyers in America, recognized by the National Trial Lawyers, and by SuperLawyers as being one of the best lawyers in the country. Since 2015, the National Association of Distinguished Counsel has recognized Brad as one of the Nation's Top One Percent. He is on the board of the New York Society for the Prevention of Cruelty to Children as well as the National Crime Victim Bar Association.

Before entering private practice, Brad began his legal career at the Broward County State Attorney's Office, where he served as a lead trial attorney prosecuting violent criminals. His competitive edge is evident in the way he tirelessly prepares his cases. Prior to pursuing a career in law, Brad was a standout high school quarterback as well as a nationally ranked tennis player. He played collegiate tennis at the University of Florida and graduated with honors before attending the Florida State University College of Law.

You can contact Brad at Info@cvlf.com.

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

<hr/>		:	
Greg Matus, <i>on behalf of himself and all others</i>		:	
<i>similarly situated,</i>		:	
		:	
	Plaintiff,	:	
vs.		:	Case No. 24-cv-60954-DSL
		:	
Sport Squad, Inc. d/b/a JOOLA,		:	
		:	
	Defendant.	:	
<hr/>		:	

DECLARATION OF HALLIE VON ROCK IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AND
PROVISIONAL CERTIFICATION
OF PROPOSED SETTLEMENT CLASS

DECLARATION OF HALLIE VON ROCK

I, Hallie Von Rock, declare:

1. I am an attorney at law licensed to practice in the State of California. I am a partner in the law firm Aiman-Smith & Marcy, which law firm is Counsel for Plaintiff John Michael Tomberlin in the matter of *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158 (Central District of California). The facts stated herein are true of my own personal knowledge, except where a matter is stated on information and belief, in which case and unless otherwise indicated the source of my knowledge is statements made to me by my colleagues or records maintained by my firm in the ordinary course of litigation. I could competently testify to all matters set forth herein. This declaration is provided in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement and Provisional Certification.

2. Plaintiff Tomberlin filed his complaint on May 31, 2024 in *Tomberlin v. Sport Squad Inc.*, Case No. 5:24-cv-1158 (C.D. Cal.) (the "Tomberlin Action") and filed the operative complaint on September 17, 2024, which JOOLA answered on October 4, 2024. Tomberlin asserts California statutory claims under California law for Fraudulent Competition under the Unfair Competition Law ("UCL"; Cal. Bus. & Profs. Code § 17200 *et seq.*); Unfair, Deceptive, Untrue, and Misleading Advertising (Cal. Bus. & Profs. Code § 17500 *et seq.*); Unfair and Deceptive Consumer Practices under the California Consumer Legal Remedies Act ("CLRA;" Cal. Civ. Code § 1750 *et seq.*; and Unlawful and Unfair Competition under the UCL (Cal. Bus. & Profs. Code § 17200 *et seq.*). Under the CLRA, the prevailing plaintiff is entitled to an award of actual damages, injunctive relief, and restitution. *See*, Cal. Civ. Code § 1780(a). In addition, the prevailing plaintiff is entitled to a mandatory award of attorneys' fees and costs. *Id.* at subd. (e). Under the UCL and the false advertising claims, the prevailing plaintiff is entitled to a discretionary award of restitution and injunctive relief. *See*, Cal. Bus. & Profs. Code § 17203.

3. On June 5, 2024, Plaintiff Greg Matus filed a complaint against JOOLA in the Southern District of Florida, *Matus v. Sport Squad, Inc.*, Case No. 0:24-cv-60954 (S.D. Fla.) (the "Matus Action") and filed an amended complaint on August 23, 2024.

4. Plaintiffs in both the Matus and Tomberlin actions participated in a global mediation before the Honorable Michael A. Hanzman over two days in February 2025, which included substantial arms-length negotiations, and the exchange of financial information. All Parties were represented by Counsel. The result was a settlement of the actions in their entirety.

5. For purposes of settlement, Plaintiff Tomberlin's claims are being consolidated with those of Plaintiff Matus in seeking approval of the settlement and provisional certification of the class in this court.

6. Aiman-Smith & Marcy is an experienced law firm focusing on complex civil litigation and representative actions. My firm substantially concentrates its practice in the prosecution of representative actions, and we have successfully served as class counsel in prosecuting dozens of complex actions against major corporations, including taking cases to judgment and to appeal. We have recovered tens of millions of dollars in benefits for individuals across the country. Two of our class action appellate opinions are *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129, and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, which have been cited in case law more than 140 times. Aiman-Smith & Marcy has handled numerous class actions, including cases in the appellate courts and before the California Supreme Court. A true and correct copy of the firm résumé of Aiman-Smith & Marcy is attached below.

7. My firm has no conflicts of interest with the Class Members and has zealously represented the interests of all Plaintiffs in this action.

8. As an experienced litigation attorney, with significant experience with class action claims, I believe that Plaintiffs conducted sufficient discovery and analysis to evaluate the strengths and weaknesses of the case and Defendant's defenses, and I recommend this Settlement to the Class Members and the Court.

I declare under penalty of perjury under the laws of the States of California and Florida that the foregoing is true and correct.

Executed this 5 day of May, at San Francisco, California.

/s/ Hallie Von Rock

Hallie Von Rock

Email: hvr@asmlawyers.com
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
Telephone: (510) 519-1018 E

Attorney for Plaintiff



CURRICULUM VITAE OF AIMAN-SMITH & MARCY

FIRM BIOGRAPHY

Aiman-Smith & Marcy, PC, is a boutique plaintiffs' law firm that has successfully litigated individual, representative, and class action cases for plaintiffs across a broad variety of areas, including unpaid wages, unpaid overtime, missed meal and rest breaks, uniform reimbursement, consumer fraud, securities fraud, employment discrimination, civil rights, sex harassment, wrongful termination, whistleblower retaliation, and others. The firm represents exclusively plaintiffs, in all aspects of litigation, including trial and appeals. Aiman-Smith & Marcy began in 2005, although the principals have worked together since 1997.

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www.asmlawyers.com

ATTORNEYS

RANDALL B. AIMAN-SMITH (SBN 124599)

Randall Aiman-Smith earned his Juris Doctor degree from University of California, Berkeley School of Law in 1986. While at Berkeley Law, Mr. Aiman-Smith served as a member of the editorial board of the California Law Review and, additionally, on the Moot Court Board. Mr. Aiman-Smith was an adjunct faculty member at University of California Law, San Francisco, for seven years and has been a frequent presenter at continuing educational seminars.

Mr. Aiman-Smith is admitted to practice in state and federal courts in California, including the Northern District, Central District, Ninth Circuit, and the Tenth Circuit Court of Appeals, and the California Supreme Court. Additionally, Mr. Aiman-Smith has been admitted *pro hac vice* in several other jurisdictions.

Over the 30 years that Mr. Aiman-Smith has been practicing law, he has worked exclusively as a litigator in the state and federal trial and appellate courts on behalf of plaintiffs seeking to vindicate their rights under the law. Mr. Aiman-Smith has tried

numerous cases in the state and federal courts and has taken at least 25 cases to judgment or verdict, including serving as lead trial counsel in *Rivero v. City and County of San Francisco* (judgment of \$2.3 million in damages and fees after 15 years of litigation in 2008), *Williams v. Union Pacific Railroad* (individual discrimination verdict of \$1.7 million in 2009); *Aghmane v. Bank of America* (\$1.6 million jury verdict for defamation and blacklisting in 2018), and *Benton v. Telecom Network Specialists* (\$9.5 million total to class in wages, interest, and penalties).

The firm and Mr. Aiman-Smith have also taken numerous matters to the state and federal courts of appeal on behalf of both appellants and respondents resulting in the creation of significant legal precedents favorable to plaintiffs. Published decisions where Mr. Aiman-Smith was counsel of record and had primary responsibility for writing briefs and making oral arguments include: *Bergemann v. United States*, 820 F.2d 1117 (10th Cir. 1987); *Eidsmore v. R.B.B., Inc.*, 25 Cal.App.4th 1989 (1994); *Rivero v. Superior Court (Smith)* (1997) 54 Cal.App.4th 1048; *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701.

Most recently, Mr. Aiman-Smith was lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Aiman-Smith has also served as the lead attorney in numerous cases where class certification has been granted over defendants' opposition, including *Nucci v. Rite Aid Corp.* (N.D. Cal. Feb. 3, 2022) 2022 US Dist. LEXIS 142121 (25,000 employee class) and *Brown v. Abercrombie & Fitch Co.* (C.D. Cal. July 16, 2015) 2015 US Dist. LEXIS 176214 (65,000 employee class).

REED W. L. MARCY (SBN 191531)

Reed W. L. Marcy obtained his Bachelor's degree with High Honors in French Literature in 1983 and his Master's degree in French Literature in 1985, both from the University of California, Berkeley. Mr. Marcy graduated from University of California Law, San Francisco, in 1997 and was admitted to practice in California in December 1997. Mr. Marcy was awarded numerous academic honors at UC Law SF, including the American Jurisprudence Award, the David Snodgrass Oral Advocacy Award, the California Computerized Legal Instruction Award, and awards for civil rights and art law. Mr. Marcy was Associate Executive Editor for *Comm/Ent*, the journal of intellectual property law, and published a note on patent law. Mr. Marcy has been a frequent presenter of continuing legal education programs on employment law and legal research

topics through National Business Institute.

Mr. Marcy is admitted to practice in state and federal courts in California, including the Northern District, Central District, Eastern District, Ninth Circuit, and Court of Appeals, along with the California Supreme Court, and has been admitted *pro hac vice* in Ohio and Oklahoma.

Mr. Marcy began working as a law clerk for Randall Aiman-Smith in 1995, while still a law student. After graduation and admission to the Bar in 1997, Mr. Marcy continued working as an attorney for Mr. Aiman-Smith, becoming a partner in Mr. Aiman-Smith's firm in 2002. In 2005, Mr. Marcy and Mr. Aiman-Smith formed Aiman-Smith & Marcy.

Mr. Marcy has abundant experience as a civil litigator, including extensive experience in all phases of employment law and class actions from initial client intake through trial and appeal. Mr. Marcy has been the lead attorney for dozens of employment and consumer class actions and has extensive experience in employment law appellate practice. Published decisions where Mr. Marcy had responsibility for writing briefs and making oral arguments include *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701. Mr. Marcy successfully argued for overturning summary judgment in a defamation and blacklisting action in the Ninth Circuit in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482 (unpublished memorandum). The case was successfully tried to a \$1.6 million verdict in February 2018. Mr. Marcy also argued the appeals in *Selkirk v. Grasshopper House, LLC* (2d Dist. Cal. Div. 7, March 16, 2020) and *Ezeokoli v. Uber Techs.* (1st Dist. Cal. Div. 3, January 13, 2021). Mr. Marcy was the supervising attorney in *Carroll v. City and County of San Francisco, et al.* (2019) 41 Cal.App.5th 805 (reversing demurrer and applying continuing violation and continuous accrual doctrine to age discrimination in disability benefits). Most recently, Mr. Marcy was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) and performed the examination and cross-examination of the expert witnesses, which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Marcy is currently the Top 10 Wage & Hour President for 2022 – 2023 for the National Trial Lawyers Association.

HALLIE VON ROCK (SBN 233152)

Ms Von Rock graduated with a Bachelor of Arts degree from University of California, Berkeley with Honors in 1999. Ms Von Rock graduated from University of California Law, San Francisco, in 2004 and was admitted to practice in California in December, 2004. Ms Von Rock was awarded numerous academic honors at UC Law SF, including the Witkin Award for Excellence for Trial Advocacy and CERCLA Outstanding Achievement Awards for Trial Advocacy and for Moot Court. Ms Von Rock was an Editor for West Northwest Environmental Law Journal.

Ms Von Rock is admitted to practice in state and federal courts in California, including the Northern District, Central District, Southern District, and Court of Appeals, along with the California Supreme Court.

Ms Von Rock has worked with Randall Aiman-Smith and Reed Marcy since 1996, while still an undergraduate at University of California, Berkeley. Ms Von Rock began working as a law clerk for Mr. Aiman-Smith and Mr. Marcy during her last year of law school in June 2003 and was hired as an Associate following admission to the California Bar in 2004. Ms Von Rock has been a partner at Aiman-Smith & Marcy since 2012.

During Ms Von Rock's significant litigation experience, she has worked on numerous employment and consumer cases and class action cases. Ms Von Rock has experience in all aspects of litigation and class action work, including trial and appeal. She has been lead counsel in numerous employment and consumer class actions. Published decisions where Ms Von Rock had responsibility for writing briefs include *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, and the unpublished decision in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482. Ms Von Rock was trial counsel in *Aghmane v. Bank of America*, which was successfully tried to a \$1.6 million verdict on defamation and blacklisting in February 2018. Most recently, Ms Von Rock was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

BRENT A. ROBINSON (SBN 289373) (formerly of Aiman-Smith & Marcy, through March 2025)

Mr. Robinson (formerly with Aiman-Smith & Marcy, through March 2025) graduated with a Bachelor of Arts in English from the University of California, Santa Barbara, and spent a year abroad studying at the University of Leeds in the U.K. He graduated in the top quintile of his law school class at the University of San Francisco

School of Law, where his work garnered the CALI Award for Excellence in Legal Ethics, the California Academy of Appellate Lawyers Award for Best Brief in the Roger J. Traynor Appellate Moot Court Competition, and an award for Outstanding Individual Achievement in Oral Argument at the same competition.

Mr. Robinson has extensive experience litigating the full spectrum of employment claims, including harassment, discrimination, retaliation, disparate impact, wage and hour, and Private Attorneys General Act claims. Mr. Robinson also has experience litigating tort claims including wrongful death and serious personal injury claims.

Mr. Robinson is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, he fights high-stakes battles against some of the top defense firms and the largest corporations, and has established new law in California. *See, Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, review and depublishation denied (Jan. 29, 2020); *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281, review granted and pending (Jun. 14, 2023). Representative cases include:

- *Aghmane v. Bank of America Corporation N.A.* (N.D.Cal. Case No. 4:13-cv-03698) (2018 \$1.6m jury verdict, plus a finding of liability for punitive damages, and a subsequent confidential settlement);
- *Carroll v. City and County of San Francisco et al.* (San Francisco Super. Ct. Case No. CGC-17-526580; First Dist. Ct. of App. Case Nos. A154569 and A155208; Cal. Supreme Ct. Case No. S259558) (first-chair in class action trial);
- *Rahman/Bautista Diaz v. Gate Gourmet, Inc.* (N.D.Cal. Case No. 3:20-cv-03047-WHO; Los Angeles Super. Ct. Case No. 20STCV34299; C.D.Cal. Case No. 2:20-CV-09454 FLA (MAAx); MDL No. 3012);
- *Piplack et al. v. In-n-Out Burgers* (Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885);
- *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457); and
- *Cosio v. IPAA et al.* (San Francisco Super. Ct. Case No. CGC-16-551337; First Dist. Ct. of App. Case No. A153333).

Mr. Robinson is admitted to practice in all California state courts, and in the United States District Courts for the Northern, Eastern, and Central Districts of California.

Mr. Robinson is a member of the California Employment Lawyers Association,

serves on that organization's Reverse Auctions Panel, and is a member of that organization's Wage & Hour Committee. He has also been recognized by Super Lawyers as a Northern California Rising Star for 2022 and 2023.

LISSETH BAYONA (SBN 338135)

Ms Bayona received her J.D. from the University of Southern California (USC) Gould School of Law. While there, she served as a judicial extern to the Honorable Patrick J. Walsh of the United States District Court for the Central District of California, where she drafted a criminal judicial opinion. Also, while at Gould, she served as an extern for the U.S. Attorney's Office for the Central District of California. As a Criminal Division Extern, she had the opportunity to work closely with a trial team of Assistant U.S. Attorneys on a money laundering case.

Ms Bayona is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, she has successfully fought high-stakes legal battles against well-resourced and highly competent defense firms. *See, e.g., Cal. Labor & Workforce Dev. Agency ex rel. Raymond v. CompuCom Sys.* (E.D.Cal. Mar. 9, 2023, No. 2:21-cv-02327-KJM-KJN) 2023 U.S.Dist.LEXIS 40710.

JOSEPH CLAPP (SBN 99194) *Of Counsel

Mr. Clapp received his Bachelor of Arts degree in Economics from the University of California at Berkeley in 1978. While attending college, he organized the 1,500 workers in Yosemite National Park into a union. In 1981, Mr. Clapp received his J.D. degree from McGeorge School of Law, University of the Pacific, and while attending McGeorge he served as the Comments Editor for the Pacific Law Journal.

Mr. Clapp is admitted to practice in federal and state courts in California, including the U.S. District Court for the Northern District of California, the U.S. District Court for the Eastern District of California, the Ninth Circuit Court of Appeals, and the California Supreme Court.

Mr. Clapp began his career with the trial firm of Herron & Herron in 1982 and remained with that firm for 26 years. Thereafter, he spent a year with the firm of Kumin Sommers before opening his own practice. In 2012, he became “of counsel” to Aiman-Smith & Marcy.

Throughout his career, Mr. Clapp has always fought for those who work for a living. He has litigated all aspects of the employment relationship, and his cases have included wrongful or discriminatory discharges, the failure to pay wages due (e.g., overtime, prevailing wages), substandard working conditions (e.g., meal periods), and the failure to pay earned pensions (ERISA). He has tried numerous cases and has prosecuted numerous appeals in both in state and federal courts. He was lead counsel for two published appellate victories: *George v. California Unemployment Insurance Appeals Board* (2009) 179 Cal.App.4th 1475 (public employee’s retaliation lawsuit survives claim and issue preclusion defenses), and *Walker v. Berkeley Housing Authority*, 951 F.2d 182 (9th Cir. 1991) (biased decision-maker violates public employee’s Due Process rights). Most recently, Mr. Clapp won reversal of summary judgment in *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (temporary agency and care home were plaintiff’s joint employers under the Domestic Workers Bill of Rights). Other published cases include *Rodriguez v. Akima Infrastructure Servs. LLC* (9th Cir. 2019) 747 Fed.Appx. 625 (reversing summary judgment) and *Sucillio v. Perk* (9th Cir. 2022) 25 F.4th 1118.

Mr. Clapp has successfully tried several employment cases to judgment since joining Aiman-Smith & Marcy.

JOHN A. LOFTON (SBN 222259) *Of Counsel

Mr. Lofton graduated from the University of Texas at Austin with honors in 1998, and received his law degree from the University of California at Berkeley (Berkeley

Law) in 2002. He clerked for Chief Justice Veasey of the Delaware Supreme Court in 2001 and co-authored “Computer Security Publications: Information Economics, Shifting Liability and the First Amendment” (Whittier Law Review, Vol. 24, No. 1).

Mr. Lofton joined the California State Bar 2002. Prior to joining Aiman-Smith & Marcy, Mr. Lofton worked as a litigator for several large firms, including litigating employment cases from the defense side. He has been of counsel with Aiman-Smith & Marcy since 2019. His practice focuses on employment and consumer fraud, representing individual employees and consumers as well as litigating on their behalf in class actions and other representative actions.

Since joining Aiman-Smith & Marcy, Mr. Lofton has handled several employment class actions and actions under the Private Attorney General Act (PAGA), including the rare feat of successfully bringing a wage and hour class action within a bankruptcy.

REPRESENTATIVE CASES FOR AIMAN-SMITH & MARCY

A representative list of significant class actions, representative actions, and jury trials in which the attorneys at Aiman-Smith & Marcy have served as lead counsel or co-class counsel includes:

Aghmane v. Bank of America NA, U.S. District Court, Northern District, Case No. No.: C13-03698 DMR (\$1.6 million jury verdict for defamation and blacklisting), *see also*, 696 Fed.Appx. 175 (9th Cir. 2017 (Ninth Circuit Opinion reversing summary judgment on defamation and blacklisting claims)).

Bean v. Hugo Boss Retail, Inc., U.S. District Court, Northern District, Case No. 3:13-cv-05921-RS (employee class action for uniform reimbursement, bag searches, and missed breaks).

Benton, et al. v. Telecom Network Specialists, Inc., Los Angeles County Superior Court, Case No. BC354230, published as (2013) 220 Cal.App.4th 701 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases); (summary judgment awarding \$7.6 million in overtime, meal, and rest break pay and trial awarding \$1.28 million in Labor Code §203 penalties) (total judgment \$9.5 million).

Billingsley v. Ross Dress for Less, Inc., Alameda Superior Court case no. RG17864196 (employee class action for uniform reimbursement).

Booker, et al. v. Tanintco, Inc., Los Angeles County Superior Court, Case No. BC349267 (class action for overtime, meal and rest breaks).

Bradley, et al. v. Networkers International, LLC, San Diego County Superior Court, Case No. GIC 862417, published as (2012) 211 Cal.App.4th 1129 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Brawner v. Bank of America, United States District Court, Northern District of California, Case No. 3:2014cv02702 (employee class action for misclassification as exempt).

Brown v. Abercrombie & Fitch Co., 2014 U.S. Dist. LEXIS 19414, N.D. Cal., February 14, 2014, Case No.: 4:13-CV-05205 YGR (employee class action for uniform reimbursement; 62,000 person class certified), consolidated with *Bojorquez v. Abercrombie & Fitch Co.*, Southern District of Ohio, Case No. 2:16-cv-00551-MHW (250,000 employees) (\$25 million settlement).

Carroll v. City and County of San Francisco, et al. San Francisco Superior Court case no. CGC-17-562580 (employee class action for age discrimination in payment of retirement benefits); published at *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805 (reversing demurrer on basis of continuing violation and continuous accrual doctrines) (class certified).

Cohen v. FedEx Office and Print Services, Inc., Alameda County Superior Court Case No. RG17810621 (consumer class action under Fair and Accurate Credit Transactions Act).

Cosio v. International Performing Arts Academy, LLC, et al., (San Francisco Superior Court Case No. CGC-16-551337) (consumer class action for violation of Talent Agency Act) (class certified).

Duffey v. Tender Heart Home Care Agency, LLC, Superior Court of Contra Costa County, No. MSC15-02271 (employee claim for overtime against temporary agency and care home as joint employers) published as *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (reversing summary adjudication on the basis of joint employer relationship).

Frye v. Jyve, Inc., San Francisco Superior Court case number CGC-20-582236 (PAGA action for missed breaks against defunct gig company).

Green, et al. v. Presidio International, Inc. dba A|X Armani Exchange, San Francisco Superior Court, Case No. CGC 13-536365 (employee class action for uniform reimbursement, bag searches, and missed breaks).

Guess? Outlet Stores Pricing Cases, Los Angeles County Superior Court Case No. JCCP 4883 (consumer retail pricing class actions).

Hurtado, et al. v. Lowe's HIW, U.S. District Court, Northern District, Case No. CV-11-1996 (consumer class action under Song-Beverly Credit Card Act).

Holmes, et al. v. Big Five Sporting Goods, Los Angeles County Superior Court, Case No. JCCP4667 (consumer class action under Song-Beverly Credit Card Act).

Honrine v. Coast Counties Truck & Equipment Company, Alameda Superior Court, Case No. RG21088933 (PAGA representative action for various Labor Code violations)

Jerominski v. Walgreen Co., consolidated as *In re Walgreen Co. Wage and Hour Class Action*, U.S. District Court, Central District of California, Case No. 11-cv-07664-PSG (FFMx) (40,000 employee class action for bag searches) (\$23 million settlement).

Jones v. Armanino LLP, Alameda County Superior Court, Case No. RG 13-68105 (consumer class action for accounting negligence).

Kulvicki, et al. v. Pick-N-Pull Auto Dismantlers, Alameda County Superior Court, Case No. RG11560441 (employee class action for misclassification).

Lara v. Visual Edge, Inc., et al., Alameda County Superior Court, Case No. RG21105541 (PAGA representative action for various Labor Code violations).

Lemons et al. v. Rite Aid Corp., consolidated with *Ramirez v. Rite Aid Corp.*, U.S. District Court, Northern District of California. case number CV 20-3531-GW (employee class action for off-the-clock security searches).

Mauldin v. Frito Lay, Inc. Alameda Superior Court Case No. RG16811677 (employee class action for overtime).

Mendes, et al. v. B-4 Partners, LLC, et al., Alameda County Superior Court, Case No. RG11603095, consolidated with *Noble v. Greenberg Traurig, LLP*, Alameda County Superior Court, Case No. RG11593201 (consumer class action for securities fraud, Ponzi scheme) (\$83 million settlement).

Milton v. Best Buy Stores, L.P., U. S. District Court, Central District of California, Case No. CV11-6913, consolidated as *Gass, et al. v. Best Buy Stores, L.P.*, U.S. District Court, Central District of California, Case No. CV 11-01507 SJO (JCGx) (consumer class action under the Song-Beverly Credit Card Act).

Naro, et al. v. Walgreen Co, et al., U.S. District Court, Northern District of California, Case No. 4:22-dv-03170-JST (employee class action and PAGA representative action for failure to reimburse for uniforms).

Lewis v. Simplified Labor Staffing Solutions, Cal. Supreme Ct. Case No. S278457 (request for depublication granted).

Lourdes v. Eagle Clean Group, Sacramento Superior Court, Case No. 23CV009072 (Employee Class and PAGA representative action for various Labor Code violations)

McCormick v. CalPers, Sacramento Superior Court, Case No. 23CV006749 (employee class action for discrimination of retirement benefits)

Nakooka v. Dollar Tree Stores, Inc., U.S. District Court, Northern District of California, Case No. 3:17-CV-03955-JD (employee class action for uniform reimbursement).

Nucci, et al. v. Rite Aid Corporation, et al., U.S. District Court, Northern District of California, Case No. 19-CV-01434-LHK (26,000 person employee class action certified for uniform reimbursement).

Ortiz v. CVS Caremark Corporation, et al., U.S. District Court, Northern District of California, Case No. CV 12-05859 EDL; related with *Murphy v. CVS Caremark Corp.*, Los Angeles County Superior Court No. BC464785 (30,000 employee class action for bag searches, off-the-clock work) (\$12.75 million settlement).

Padilla, et al. v. Mygrant Glass Co., Alameda Superior Court, Case No. RG18906877 (employee class action and PAGA action for labor code violations).

Paknad v. Intuitive Surgical, Inc., et al., Santa Clara Superior Court Case No. 19CV350641, 6th District Court of Appeal Case No. H050711 (individual FEHA and retaliation action; petition for extraordinary writ pending).

Palma v. Mercury Insurance Services, LLC, San Bernardino Superior Court, Case No. CIV-DS1911981 (PAGA action for off-the-clock time).

Ping v. See's Candy Shops, Inc. U.S. District Court, Northern District of California Case No.: 3:19-cv-02504-RS (employee class action for uniform reimbursement).

Piplack et al. v. In-n-Out Burgers, Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885 (PAGA action for failure to reimburse uniform-related expenses)

Price, et al. v. EXI Parsons Telecom, Los Angeles County Superior Court, Case No.

BC351252 (employee class action for overtime, meal and rest breaks).

Rahman v. Gate Gourmet, Inc., U.S. District Court, Northern District of California, case number 3:20-cv-03047-WHO (employee class action for off-the-clock donning and doffing time).

Rivera v. Uniqlo California, LLC, U.S. District Court for the Central District of California, Case No. 17-CV-02848-JAK (JPR) (employee class action for uniform reimbursement).

Robinson, et al. v. Defender Security Company, Alameda County Superior Court, Case No. RG10505016 (employee class action for misclassification and off-the-clock work).

Ruiz v. Automotive Racing, Ventura Superior Court, Case No. 2023CUOE11192 (employee class action for failure to reimburse business expenses and other Labor Code violations)

Saberi, et al. v. Bridgestone Firestone Retail & Commercial Operations, Alameda County Superior Court. Case No. RG08406555 (employee class action for misclassification) (\$14 million settlement).

Sandak v. Comerica, San Francisco Superior Court, Case No. CGC-23-606913 (PAGA representative action for various Labor Code violations)

Smith, et al. v. S.Com, Inc., San Francisco County Superior Court, Case No. CGC-02-412968 (employee misclassification class action)

Westman, et al. v. Rogers Family Funeral Homes, Contra Costa County Superior Court, Case No. C 98-03165 (consumer class action for negligence).

Williams v. Bank of America, N.A., U.S. District Court, Central District of California, Case No. SACV 15-01597 AG (KESx) (employee misclassification class action).

Williams v. Union Pacific Railroad Co., Alameda County Superior Court Case No. RG 06251955 (race discrimination jury verdict of \$1.6 million).

Wright and Raymond v. Compucom Systems, Inc., County of Riverside, Case No. CVRI22005136 (PAGA representative action for various Labor Code violations)

Zimmelman Jewelry v. CrossCheck, Sonoma County Superior Court Case No. SCV 229654 (consumer class action for unfair business practices).

EXHIBIT F

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FAIRNESS HEARING, AND
RIGHT TO APPEAR**

**If you own and have in your possession a JOOLA “Gen 3” Paddle and did not
accept JOOLA’s prior offer to tender and return your Gen 3 Paddle, you
could be affected by this class action settlement.**

Please read this Notice carefully.

A federal court authorized this Notice. This is not an advertisement or a solicitation from a lawyer.

On [REDACTED], 2025, the Honorable David S. Leibowitz of the United States District Court for the Southern District of Florida entered an order preliminarily approving a settlement agreement and conditionally certifying a class of all persons residing within the United States who own and have in their possession a Gen 3 Paddle. No determination of wrongdoing or liability on the part of JOOLA was made by the Court, and the settlement is not an admission of liability by JOOLA.

You are a settlement class member (“Settlement Class Member”) if you are a person residing within the United States who owns and has in their possession a Gen 3 Paddle. Persons who accepted JOOLA’s prior offer to tender and return their Gen 3 Paddle are not part of the Settlement Class. If a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser may still be part of the class as to the remainder of the paddles that were not previously returned. Excluded from the Settlement Class are JOOLA and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and JOOLA’s authorized retailers.

Please read this Notice carefully. Your legal rights will be affected whether you act or do not act. You now have to make a choice to preserve your legal rights.

Questions? Visit [settlement admin. website]

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
Do Nothing	<ul style="list-style-type: none"> • Give up your rights to sue the Defendant for the legal claims in this case • Be bound by the settlement 	N/A
Return Your Gen 3 Paddle to JOOLA	<ul style="list-style-type: none"> • Receive benefits from the settlement • Give up your rights to sue the Defendant for the legal claims in this case and pertaining to your purchase of any returned Gen 3 Paddle • Be bound by the settlement 	Claim Forms must be postmarked no later than Month x, 2025
Ask to be Excluded (Opt-Out)	<ul style="list-style-type: none"> • Receive no benefits from the settlement • Keep your right to file or continue your own lawsuit concerning the legal claims in this case against Defendant 	Received no later than Month x, 2025
Comment or Object	<ul style="list-style-type: none"> • Tell the Court what you like or do not like about the settlement • You will still be bound by the settlement, and you will still receive benefits • You may also ask to speak at the Fairness Hearing about your comment or objection, but you are not required to speak at the hearing 	Received no later than Month x, 2025
Attend the Fairness Hearing	<ul style="list-style-type: none"> • Ask to speak in Court about the settlement • You or your own attorney are welcome to come at your own expense • File your Notice of Intention to Appear by Month x, 2025 	Month x, 2025 at x:xx x.m. ET

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.

- This Notice explains your legal rights and options—and the deadlines to exercise them.
- The Court in charge of this case still has to decide whether to approve the final settlement with the Defendant.
- Payments may be made if the Court approves the settlement, and after appeals, if any, are resolved, and after the Court orders that the Settlement Funds (as described in Question 13

Questions? Visit [**settlement admin. website**]

below) be distributed. Please be patient. Please do not call the Court or the court clerk's office directly.

- This is not a lawsuit against you.
- This Notice summarizes the proposed settlement with JOOLA. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [Settlement Administrator class claim website address], contact co-lead Class Counsel, Tyler Ulrich, tulrich@bsfllp.com, or access the public Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.flsd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

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BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because JOOLA's records show you may have purchased a Gen 3 Paddle directly from it or from an authorized retailer, or because you visited the website, [Settlement Administrator class claim website address], which was created for purposes of administering this Settlement.

Settlement Class Members have the right to know about the settlement of a class action lawsuit and about their legal rights and options before the Court holds a Fairness Hearing to decide whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights. It also explains what benefits from the settlement are available at this time, who is eligible to participate, and how to share in the settlement.

If the Court approves the settlement, and after any objections and appeals are resolved, the Settlement Administrator will disburse the Settlement Funds or the one time gift code for use on www.joola.com (as described in Question 9 below) in one or more distributions at a time to be determined by the Court. The Court has preliminarily approved the settlement. If you are a Settlement Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval to the proposed settlement at the Fairness Hearing. The Court will hold the Fairness Hearing on [REDACTED] to decide whether the proposed settlement with the Defendant is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for payment of attorneys' fees, class representative general release payments, and reimbursement of litigation expenses.

If you wish to comment on (including object to) or exclude yourself from the settlement, you must do so by following the procedures described below. If you do nothing, you will be bound by any final judgment concerning the Defendant regardless of whether you submit a claims form and receive monetary benefit from the settlement.

2. What is this lawsuit about?

This lawsuit claims that Defendant JOOLA falsely and misleadingly advertised its Gen 3 Paddles as being approved by USA Pickleball Association ("USAP"). JOOLA denied these allegations and raised various defenses to the lawsuit's claims.

The Gen 3 Paddles that are included in the settlement are the following models: Tyson McGuffin Magnus 3 14mm, Tyson McGuffin Magnus 3 16mm, Collin Johns Scorpeus 3 16mm, Anna Bright Scorpeus 3 14mm, Simone Jardim Hyperion 3 16mm, Ben Johns Hyperion 3 16mm, Ben Johns Hyperion 3 14mm, Ben Johns Perseus 3 14mm, or Ben Johns Perseus 3 16mm (the "Gen 3 Paddles" and individually, a "Gen 3 Paddle"). To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents in this case at [Settlement Administrator class claim website address].

Questions? Visit [settlement admin. website]

3. Why is this a class action, and who is involved?

In a class action lawsuit, one or more “Named Plaintiffs” or “Class Representatives” sue on behalf of other people who have similar claims. The people with similar claims together are a “Class” and each is called a “Class Member.” In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves (or “opt out”) from the Class.

4. Why are there settlements?

The Court has not yet found in favor of Plaintiff or Defendant. While the lawsuit is still pending before the United States District Court, Plaintiff and Defendant have agreed to the settlement that, if approved, will bring the claims against Defendant to an end. This way, Plaintiff and Defendant will avoid the uncertainty of continuing the case between them. They also avoid the cost and delay of further litigation, and Settlement Class Members will receive the benefits of the settlements. By settling, JOOLA did not acknowledge any liability or wrongdoing.

WHO HAS THE RIGHT TO PARTICIPATE IN THE SETTLEMENT AND THE CLASS ACTION LAWSUIT?

5. Am I a Class Member who is part of the settlement and the ongoing class action lawsuit against the Defendant?

In general, persons who own and have in their possession a JOOLA Gen 3 Paddle are “Settlement Class Members,” i.e., persons or entities are eligible for a payment from the proposed settlement when the funds are distributed, if they meet the following definition:

You are a Settlement Class Member if you are a person who resides within the United States and owns and has in their possession a Gen 3 Paddle (or a substantially complete Gen 3 Paddle). Persons who accepted JOOLA’s prior offer to tender and return their Gen 3 Paddle are not part of the Settlement Class. However, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser may still be part of the class as to the remainder of the paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and JOOLA’s authorized retailers.

6. I am still not sure if I am included.

If you are still not sure whether you are included, you can get help by contacting the Settlement Administrator at [[Settlement Administrator class claim website address](#)] or Kroll Settlement Administration, LLC, *Joola Gen 3 Paddle Settlement*, P.O. Box 225391, New York, NY 10150-5391, or by contacting co-lead Class Counsel at Tyler Ulrich, tulrich@bsflp.com.

7. What are my rights as a Settlement Class Member?

You may do nothing and stay and receive benefits from the settlement at a time to be determined by the Court (see Question 20). Or you may exclude yourself from the settlement (see Question 15). You may also comment on or object to the proposed settlement and the request for fees and litigation expenses (see Question 17). You may also attend the Court's Fairness Hearing to speak in support of, or against, the Court's final approval of the proposed settlement and the request for fees and litigation expenses.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

JOOLA agreed to compensate all Class Members who properly return their Gen 3 Paddles as required by the Settlement Agreement. The type and amount of compensation depends on whether you are a Category 1 or Category 2 Class Member. Category 1 Class Members are required to submit a Claims Form, return their Gen 3 Paddle to JOOLA, and provide proof of purchase from an Authorized Retailer. Category 2 Class Members must submit a Claims Form and return their Gen 3 Paddle to JOOLA but need not provide proof of purchase.

As a Settlement Class Member, you will give up, or "release," claims against Defendant. This release includes any claims made or that could have been made arising from the facts alleged in this class action lawsuit.

All of the specific terms of the settlement and the releases are described in more detail in the Settlement Agreement. You can view or download copies of the Settlement Agreement at [Settlement Administrator class claim website address].

9. How much money can I get from the settlement?

It depends on whether you are a Category 1 or 2 Settlement Class Member. The difference between a Category 1 and Category 2 Settlement Class Member is the required proof of Original Purchase from an Authorized Retailer.

If you are a Category 1 Settlement Class Member, you can receive a refund of \$300.00. If you are a Category 2 Settlement Class Member, you can receive a \$150.00 one-time gift code to be used on www.joola.com.

10. When will I get my payment?

As noted above, the Court is scheduled to hold a final Fairness Hearing on [REDACTED] to decide whether to approve the proposed settlement and the request for the payment of attorneys' fees and

Questions? Visit [settlement admin. website]

the reimbursement of litigation expenses. The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. There is no current guarantee of any payment. Please check [Settlement Administrator class claim website address] or the Court's PACER site at <https://ecf.flsd.uscourts.gov> to confirm that the date has not changed, or for news of any such changes.

11. What am I giving up under the settlement?

If you are a Settlement Class Member, unless you exclude yourself from the settlement with Defendant, you will remain in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about USAP's approval of the Gen 3 Paddles. It also means that all of the Court's orders will apply to you and legally bind you, and that you agree to the "Releases of Claims" in the Settlement Agreement with the Defendant, available at [Settlement Administrator class claim website address].

In general (and subject to the precise terms as set forth in the Settlement Agreement), upon the Settlement Agreement becoming effective, the Named Plaintiffs and Settlement Class Members who did not otherwise properly and timely exclude themselves agree that the Defendant will be completely released pursuant to the scope of the Released Claims and the binding terms of the proposed Settlement Agreement, which is available at [Settlement Administrator class claim website address]. For example, a non-exhaustive list of the Released Claims include, but are not limited to any and all claims asserted or which could have been asserted in this litigation related to USAP's approval of the Gen 3 Paddles, including but not limited to, claims for: (1) violation of Florida's Deceptive and Unfair Trade Practices Act, (2) unjust enrichment, (3) California's Fraudulent Competition Law, (4) California Unfair, Deceptive, Untrue, and Misleading Advertising Law, (5) California's Unfair and Deceptive Consumer Practices Law, and (6) California's Unlawful and Unfair Competition Law.

To view the legally binding terms about the scope of the Released Claims, please refer to the proposed Settlement Agreement, which is available at [Settlement Administrator class claim website address].

THE LAWYERS REPRESENTING YOU

12. Who represents me in this case?

The Court appointed the following law firms as Co-Lead Class Counsel (also referred to as "Plaintiff's Counsel" or "Class Counsel") to represent the Class:

Sigrid McCawley
Boies Schiller Flexner LLP
401 East Los Olas Blvd., Suite 1200
Fort Lauderdale, FL 33301

Brad Edwards
Edwards Henderson Law Firm
425 North Andrews Ave., Suite 2
Fort Lauderdale, FL 33301

Questions? Visit [settlement admin. website]

Tyler Ulrich
Boies Schiller Flexner LLP
100 SE Second St., Suite 2800
Miami, FL 33131

Hallie Von Rock
Aiman-Smith & Marcy
7677 Oakport St., Suite 1000
Oakland, CA 94621

13. How will the lawyers be paid?

At the Fairness Hearing, Class Counsel will seek payment of an award of Attorneys' Fees and Expenses of \$790,000 for the work they have done in this case and for reimbursement of their reasonable litigation expenses. If the Court awards such payment, it will be paid by Defendant at the time as ordered by the Court. Class Counsel's award of Attorneys' Fees will not affect Class Members' rights to monetary relief from the Settlement. Class Counsel will also ask the Court to approve general release settlements entered by the two Plaintiffs, in the amount of \$10,000 for each, which would be paid out of Class Counsel's award of Attorneys' Fees and Expenses and will not affect Class Members' right to monetary relief. You personally do not have to pay any of Class Counsel's fees, costs, or expenses.

EXCLUDING YOURSELF FORM THE SETTLEMENT

14. How do I opt out of the settlement?

If you fall within the Settlement Class Member definition (see Question 5) but wish to keep the right to sue or continue to sue the Defendant (at your own expense) about the legal issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from, or opting out of, the settlement.

To exclude yourself from (or opt out of) the settlement with the Defendant, you must send an Opt-Out Request Letter to the Settlement Administrator at the address below indicating that you want to be excluded from the Settlement Class in *JOOLA Gen 3 Paddle Settlement*; stating your full legal name, address, and telephone number; providing a statement that you own and have in your possession a Gen 3 Paddle and you wish to opt out of the settlement.

You must include the following statement with your Opt-Out Request Letter: "I want to be excluded from the *JOOLA Gen 3 Paddle Settlement*. I understand that by so doing, I will not be able to get any money or benefits from the settlement with the Defendant in this case."

This Opt-Out Request Letter must be signed and dated and include your telephone number, home address, and email address.

If you request to be excluded from the settlement with the Defendant, you will not be legally bound by the settlement with the Defendant. You will be able to sue (or continue to sue) the Defendant in the future about the legal claims in this case, subject to applicable law and statutes of limitations.

If you ask to be excluded from the settlement with the Defendant, you will not get any payment from the settlement with respect to the Defendant, and you cannot object to the settlement.

Exclusion/Opt-Out Request Mailing Information:

To exclude yourself from the settlement with the Defendant, you must submit your Opt-Out Request Letter postmarked via First Class United States Mail (or United States Mail for overnight delivery) no later than _____, (or received by the Settlement Administrator by that date if sent by fax or email) at the following address:

Kroll Settlement Administration, LLC
JOOLA Gen 3 Paddle Settlement
P.O. Box 225391, New York, NY 10150-5391

You cannot exclude yourself (opt out) by telephone.

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

No. If you are a Settlement Class Member, unless you exclude yourself from the settlement with the Defendant, you give up the right to sue the Defendant for the claims that the settlement resolves as more fully described in Question 11 above. Instead, you will receive the benefits provided under the Settlement as described in Question 9 above.

If you have a pending lawsuit against the Defendant, speak to your lawyer in that lawsuit immediately, because you may need to exclude yourself from the Settlement Class to continue your own lawsuit. The process for excluding yourself from the settlement is described in the preceding section.

16. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself from the settlement with the Defendant, you will not receive money under the settlement.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I like or do not like the proposed settlement, and may I speak at the hearing?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen and you want to let the Court know, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number *Matus v. Sport Squad, Inc. d/b/a JOOLA*, Case No. 24-cv-60954-DSL (S.D. Fla.); be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128, or by filing them in person at any location of the United States District Court for the Southern District of Florida; and (c) be filed or postmarked on or before [REDACTED].

Be sure to include:

- Your full name, current address, and current telephone number, email address, and signature;
- Documentation or attestation sufficient to establish membership in any of the Classes;
- A detailed statement of your comment(s) or objection(s), including the grounds for your objection(s), if any, together with any documents you think support it.
- A signature by the person filing the objection, or their attorney;
- State any objections filed by the objector in the last seven years (case name, name of court and result of objection); and
- Provide dates for availability to Class Counsel for the Settlement Class Member's deposition.

You do not need to attend or speak at the Fairness Hearing (described in Question 18 below) for your comments or objections to be considered. If you would like to speak at the Fairness Hearing about your comments or objections to the settlement, you must add to your objection a statement that you intend to appear and speak at the hearing (for example, by stating "This is my Notice of Intention to Appear in *Matus v. Sport Squad, Inc. d/b/a JOOLA*, Case No. 24-cv-60954-DSL (S.D. Fla.)").

You will have no right to speak at the Fairness Hearing about the settlement if you choose to exclude yourself from the settlement, because the settlement no longer affects you if you opt out.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on [REDACTED] at [REDACTED] in Courtroom 202A at the United States District Court located at 299 East Broward Boulevard, Fort Lauderdale, Florida 33301. At the Fairness Hearing, the Court will consider the proposed settlement with JOOLA and determine whether it is fair, reasonable, and adequate. The Court will also consider the request for attorneys'

fees and litigation expenses, and for payment of other administrative expenses. If there are written comments or objections, the Court will consider them. The Court will decide whether to allow people who have raised objections or comments to speak at the hearing. After the Fairness Hearing, the Court will separately decide whether to approve the settlement. The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. Please check [[Settlement Administrator class claim website address](#)], for news of any such changes.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will be present at the Fairness Hearing to answer any questions the Court may have. You are welcome to come at your own expense. If you send comments or objections to the proposed settlement, you do not have to come to Court to talk about them. If you mailed your written comments or objections on time, the Court will consider them. You may also pay your own lawyer to attend, but such attendance is not necessary.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will be bound by the settlement. If you are a Settlement Class Member and you submit a timely claims form and return your Gen 3 Paddle to JOOLA, you will receive the benefits of the settlement at a time to be determined by the Court. Any claims you might have against the Defendant for the allegations in this case relating to the JOOLA Gen 3 Paddle will be released. This means that if you do nothing, you will not be able to collect any damages from the Defendant for claims as alleged in this lawsuit (or any other lawsuit).

GETTING MORE INFORMATION

21. Are more details about the settlement available?

Yes. This Notice summarizes the proposed settlement with the Defendant. More details about the settlement are available in the proposed Settlement Agreement itself. You can see a copy of the Settlement Agreement at [[Settlement Administrator class claim website address](#)].

22. How do I get more information?

The website [[Settlement Administrator class claim website address](#)] provides answers to common questions about the lawsuit, the settlement, and other information to help you determine whether you are a Settlement Class Member, whether you are eligible for a payment, and when Settlement

Funds will be distributed. You may also call or write to the Settlement Administrator with your questions at:

Kroll Settlement Administration, LLC

Joola Gen 3 Paddle Settlement

P.O. Box 225391, New York, NY 10150-5391

Phone: [to be inserted if preliminary approval granted]

PLEASE DO NOT CONTACT THE COURT. YOU SHOULD DIRECT ANY QUESTIONS YOU MAY HAVE ABOUT THIS NOTICE OR THE PARTIAL SETTLEMENTS TO THE SETTLEMENT ADMINISTRATOR OR TO CLASS COUNSEL.

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Questions? Visit [settlement admin. website]

EXHIBIT G

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Greg Matus, *on behalf of himself and all others*
similarly situated,

Plaintiff,

vs.

Sport Squad, Inc. d/b/a Joola,

Defendant.

Case No. 24-cv-60954-DSL

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AND
PROVISIONAL CERTIFICATION
OF PROPOSED SETTLEMENT CLASS**

The Class Representative Gregory Matus¹ has agreed to settle his class-claims with Sport Squad, Inc., d/b/a/ JOOLA (“JOOLA”).

The Settlement Agreement has been filed with the Court, and Plaintiff has filed an Motion for Preliminary Approval requesting approval of the proposed settlement set forth in the Parties’ Settlement Agreement (“Settlement”), certifying the Settlement Class, appointing Class Counsel, appointing Plaintiff as Class Representative, providing for issuance of Notice to the Class, appointing Kroll Settlement Administration, LLC (“Kroll”) as the Settlement Administrator, continuing the stay of the Action pending Final Approval, and scheduling a date and time for the Final Approval Hearing.

The Plaintiff has also retained the services of acclaimed legal notice expert, Kroll, to craft a Notice Plan that provides the best notice practicable to the Class. This robust Notice Plan not only provides the best notice practicable, but it is also consistent with the methods and tools employed in

¹ On behalf of himself and the proposed Settlement Class of individuals similarly situated.

other court-approved notice programs to allow Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the litigation.

Upon considering the Motion and exhibits thereto, the Settlement Agreement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and should be preliminarily certified for settlement purposes only; (3) Sigrid McCawley and Tyler Ulrich of Boies Schiller Flexner LLP, Brad Edwards of Edwards Henderson, and Hallie Von Rock of Aiman-Smith & Marcy should be appointed as Co-Lead Class Counsel pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g); (4) Plaintiff Gregory Matus should be appointed as Class Representative; (5) Preliminary Approval of the class action settlement set forth in the Parties' Settlement Agreement is warranted; (6) the proposed Settlement is fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed plan of notice to the Class pursuant to Fed. R. Civ. P. 23(e) should be approved; (8) Kroll should be appointed as the Settlement Administrator to effectuate the plan of notice and then administer the settlement if it is approved; and (9) good cause exists to stay this action pending Final Approval.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332, including jurisdiction to approve and enforce the Settlement and all orders and decrees that have been entered or which may be entered pursuant thereto.

2. Venue is proper in this District.

Preliminary Class Certification is Appropriate for Settlement Purposes

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—i.e., all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial because the settlement, if approved, would obviate the need for a trial. *Id.*; *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied, and that the preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class:

All persons residing within the United States who own and have in their possession a JOOLA Gen 3 Paddle. Persons who accepted JOOLA’s prior offer to tender and return their Gen 3 Paddle are not part of the Settlement Class; however, if a Gen 3 Paddle holder has more than one Gen 3 Paddle and did not already return all of their Gen 3 Paddles, such purchaser may still be part of the class as to the remainder of the paddles that were not previously returned. Excluded from the Settlement Class are Defendant and its officers, directors, affiliates, legal representatives, employees, assigns and successors, and Defendant’s Authorized Retailers.

5. Specifically, for settlement purposes, the Court finds that the Class satisfies the following factors of Rule 23:

- a) Numerosity: A case may be certified as a class action only if “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Although there is no fixed rule, numerosity is generally presumed when the potential number of class members reaches forty. *Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at

least 31 class members “from a wide geographical area”). Here, numerosity is readily satisfied. Based upon JOOLA’s records, the total number of outstanding Gen 3 Paddles purchased by Class Members is estimated to be more than 17,000.

b) Commonality: Rule 23(a)(2) requires that there be one or more questions common to the class. *WalMart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). Plaintiffs need only show the existence of a common question of law or fact that is significant and capable of class-wide resolution. *In re Fla. Cement & Concrete Antitrust Litig.*, No. 09-23187-CIV, 2012 WL 27668, at *3 (S.D. Fla. Jan. 3, 2012) (unpublished). Here, commonality is present, as the crux of the claims—whether JOOLA misrepresented whether the Gen 3 Paddles had USAP’s approval—is the same for all members of the Class. All Class Members were exposed to the same alleged misrepresentation and each Class Member suffered the same alleged injury, i.e., they purchased a paddle represented to have USAP’s Approval that did not. Thus, because the resolution of these issues will affect all proposed Class Members, commonality under Rule 23(a)(2) is satisfied for purposes of settlement.

c) Typicality: Rule 23(a)(3) requires that “the claims and defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “The typicality requirement is met if the claims of the named plaintiffs ‘stem from the same event, practice, or course of conduct that forms the basis of the class claims and are based upon the same legal or remedial theory.’” *Gibbs Properties Corp. v. CIGNA Corp.*, 196 F.R.D. 430, 435 (M.D. Fla. 2000) (quoting *Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 326 (S.D. Fla. 1996)). “The key inquiry in determining whether a proposed class has ‘typicality’ is whether

the class representative is part of the class and possesses the same interest and suffers the same injury as the class members.” *Medine v. Washington Mut., FA*, 185 F.R.D. 366, 369 (S.D. Fla. 1998). Here, the Class Representative’s claims stem from the same alleged common course of conduct as the claims of the Class Members—whether JOOLA misrepresented whether it had USAP’s approval to sell the Gen 3 Paddles to all members of the Class. This common course of conduct is alleged to have resulted in injury to all Class Members, whom Plaintiff alleges were effectively not able to use the Gen 3 Paddles once JOOLA’s deception was uncovered. Any relief achieved also applies to the Class Representative and Class Members equally. Thus, typicality under Rule 23(a)(3) is satisfied for purposes of settlement.

- d) Adequacy: Rule 23(a)(4) requires that the class representative “fairly and adequately” protect the interests of the class. Fed. R. Civ. P. 23(a)(4). The two-prong test for determining adequacy is: “(1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.” *Valley Drug Co. v. Geneva Pharmaceuticals, Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003). Both prongs are satisfied here. First, the Class Representative and the Settlement Class Members are equally interested in recovering monetary damages for their Gen 3 Paddles. Accordingly, the Class Representative will fairly and adequately protect the interests of all Settlement Class Members. Second, Class Counsel have extensive experience litigating and settling class actions, including consumer protection cases throughout the United States. Thus, adequacy under Rule 23(a)(4) is satisfied for purposes of settlement.

- e) Predominance: For purposes of settlement only, the proposed Settlement Class satisfies Rule 23(b)(3), which permits a class action if the Court finds that “questions of law or fact common to class members predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3). The claims asserted against the Defendant involve common issues of law and fact that predominate over any individual issues. The Court finds, for purposes of settlement only, that liability could be proven on a class-wide basis with common proof that, e.g., (1) the Subject Paddles were not approved by USAP; and (2) JOOLA’s representations that the Subject Paddles were approved by USAP would deceive or mislead an objectively reasonable consumer. Plaintiff has also alleged that all purchasers received the very same misrepresentation because it was imprinted on the packaging and on the Subject Paddles themselves.
- f) Superiority: Rule 23(b)(3) also requires that class resolution must be “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The purpose of the superiority requirement is consistent with the overall goals of Rule 23, which is to assure that the class action is the most efficient, effective, and economic means of settling the controversy. *Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 337 (S.D. Fla. 1996). That is the case here, where the Settlement obviates the need for potentially multiple trials with respect to several issues, including causation and damages. Further, the relatively low amounts at issue for each individual Class Member supports a finding of superiority for purposes of settlement.

6. The Settlement is conditional on the Court’s approval thereof. In the event the Court does not approve all terms of the Settlement, then certification of the Class will be voided as to the

Settlement, and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Class, will be voided.

Class Representative and Co-Lead Class Counsel Appointments are Granted

7. For settlement purposes only and pursuant to the terms of the Settlement, the Court hereby appoints:

- a) Plaintiff Gregory Matus to serve as Class Representative; and
- b) Sigrid McCawley and Tyler Ulrich of Boies Schiller Flexner LLP, Brad Edwards of Edwards Henderson, and Hallie Von Rock of Aiman-Smith & Marcy to serve as Co-Lead Class Counsel, pursuant to Fed. R. Civ. P. 23(c)(1)(B) and 23(g).

Preliminary Approval of the Settlement

8. A class action may be settled only with the approval of the Court. *See* Fed. R. Civ. P. 23(e)(1). The Rule 23(e) settlement approval procedure has three principal steps: (1) preliminary approval of the proposed settlement; (2) dissemination of notice of the settlement to all affected Class Members; and (3) a final approval determination following a fairness hearing at which Class Members may be heard regarding the settlement, and at which counsel may introduce evidence and present arguments concerning the fairness, adequacy, and reasonableness of the settlement. *See* 4 William B. Rubenstein, Albert Conte & Herbert Newberg, *Newberg on Class Actions* §§ 13:39 et seq. (5th ed. 2014).

9. Preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed settlement on the basis of the written submissions. *Encarnacion v. J.W. Lee, Inc.*, No. CV 14-61927, 2015 WL 12550747, at *1 (S.D. Fla. June 30, 2015) (unpublished). The Court should approve a proposed class action settlement where it is “fair, adequate and reasonable and is not the product of collusion between the parties.” *Saccoccio v. JP Morgan Chase*

Bank, N.A., 297 F.R.D. 683, 691 (S.D. Fla. 2014) (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)). The proposed Settlement satisfies the standard for preliminary approval because: (1) it is reasonable; (2) it is the product of arm's-length negotiations between the Parties; and (3) Class Representatives and Class Counsel believe it is in the best interest of the Settlement Class.

10. The Settlement is Reasonable: To grant preliminary approval of the proposed Settlement, the Court need only find that it falls within “the range of reasonableness.” Alba Conte et al., *Newberg on Class Actions* § 11.25, at 11–91 (4th ed. 2002). The proposed Settlement provides complete monetary relief to all Category 1 Class Members who have proof of purchase from an authorized retailer and return their Gen 3 Paddle to JOOLA, as well as all Category 2 Class Members who cannot provide proof of purchase but nonetheless return a Gen 3 Paddle to JOOLA. This is a reasonable recovery in light of the inherent risks of litigation, as the Settlement offers Class Members potential payment of approximately 100% of the value of their claims.

11. The Settlement is the Product of Arm's-Length Negotiations: Where a settlement is the product of arm's-length negotiations conducted by capable and experienced counsel, the court begins its analysis with a presumption that the settlement is fair and reasonable. *See* 4 Newberg § 11.41; *see also Morgan v. Pub. Storage*, 301 F. Supp. 3d 1237, 1247 (S.D. Fla. 2016). Here, the Settlement was reached after informed, extensive arm's-length negotiations with the assistance of an experienced mediator, the Honorable Michael A. Hanzman (Ret.). *See Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, slip op. at 25–26 (S.D. Fla. Sept. 14, 2015) (approving settlement and noting that parties' use of a highly respected mediator supported the conclusion that the settlement was not the product of collusion). Each Party was also individually represented by experienced and sophisticated counsel.

12. The monetary relief afforded by the Settlement also presents the best possible outcome considering the costs and risks of continued litigation. Indeed, it affords complete relief to Class Members who have proof of purchase and return their paddle. The Settlement was reached after an investigation into the factual underpinnings of the practices challenged in the Action as well as the applicable law and nothing in the course of the negotiations or in the substance of the proposed Settlement presents any reason to doubt the Settlement's fairness.

13. The Recommendation of Experienced Counsel Favors Approval: In considering a proposed class settlement, "[t]he recommendations of plaintiffs' counsel should be given a presumption of reasonableness." *In re Blue Cross Blue Shield Antitrust Litig.*, No. 2:13-CV-20000-RDP, 2020 WL 8256366, at *26 (N.D. Ala. Nov. 30, 2020) (unpublished). Here, Class Counsel endorses the Settlement as fair, adequate, and reasonable. Class Counsel has extensive experience litigating and settling consumer class actions and other complex matters and has conducted an extensive investigation into the factual and legal issues raised in this action. Class Counsel has also weighed the benefits of the Settlement against the inherent risks and expense of continued litigation, and they strongly believe that the proposed Settlement is fair, reasonable, and adequate. The fact that qualified and well-informed counsel endorse the Settlement as being fair, reasonable, and adequate weighs in favor of approving the Settlement.

14. Thus, the Court preliminarily approves the class action settlement set forth in the Parties' Settlement Agreement.

Approval of Notice and Notice Plan and Direction to Effectuate Notice

15. Should the Court grant preliminary approval, it must also "direct notice in a reasonable manner to all class members who would be bound by the proposal. . . ." Fed. R. Civ. P. 23(e)(1)(B). Notice should be the best notice practicable under the circumstances. Fed. R. Civ. P. 23(c)(2)(B); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (same). It is not

only necessary that the notice reach the parties affected, but also that it conveys the required information, including adequately describing the substantive claims and information reasonably necessary to make a decision to remain a class member and be bound by the final judgment. *See Adams v. Southern Farm Bureau Life Ins. Co.*, 493 F.3d 1276, 1286 (11th Cir. 2007).

16. Notice will be provided by email to any Class Members whose email addresses are reasonable available to Class Counsel. Notice will also be displayed throughout the Claims Period prominently on the pickleball blog section of JOOLA's website, www.joola.com, and JOOLA shall make two posts on each of its authorized Facebook and Instagram pages. Notice will also be published on a Settlement Website established by the Settlement Administrator. The Settlement Administrator will additionally create and implement a media plan that, in the Settlement Administrator's qualified opinion, is sufficient to reach a minimum of seventy percent (70%) of the Settlement Class, not including the additional members of the Settlement Class who will receive notice by virtue of the additional postings and emails described above. The Notice Plan in the Settlement provides the best notice practicable under the circumstances and is intentionally targeted to reach consumers who purchased the Gen 3 Paddles by targeting websites, blogs, and social media prominently used by the pickleball community.

17. The Court approves the notice plan. The Class's proposed notice plan satisfies the fairness standards set forth in Rule 23. The proposed notice is the best practicable under the circumstances. The notice is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, including the release of claims, Class Counsel's Fee Application and Plaintiffs' service awards, and their rights to opt-out of the Settlement Class and object to the Settlement and/or Class Counsel's Fee Application. *See In re Checking Acct. Overdraft Litig.*, 275 F.R.D. 654, 662 (S.D. Fla. 2011); *Sinkfield v. Persolve Recoveries, LLC*, 2023 WL 511195, at *3 (S.D. Fla. Jan. 26, 2023). The Notice presents all required

categories of information clearly and in plain English. *See Adams*, 493 F.3d at 1286. The Notice is therefore substantively sufficient.

18. At a time directed by the Court as outlined above, the Parties will send, or cause to be sent by email, a Class Notice to each Class Member whose email is reasonably ascertainable by Class Counsel, in a form to be approved by the Court, that:

- a) contains a short, plain statement of the background of the Action and the Settlement;
- b) describes the settlement relief provided by the Settlement and outlined in the Parties' Motion;
- c) states that any relief to Class Members is contingent on the Court's final approval;
- d) informs Class Members that attorneys' fees, expenses, and class representative general release payments will be requested at a later time and, if approved by the Court, will be paid by Defendant;
- e) informs Class Members of their right to opt-out of the Settlement or object to the Settlement and discloses the time of the Fairness Hearing;
- f) describes the terms of the Release; and
- g) contains reference and a hyperlink to a dedicated webpage established by Kroll, which will include relevant documents and information regarding the Class Representative's claims against Defendant in the Action.

19. The Court hereby appoints Kroll as the Settlement Administrator. The specific form of the Notice approved by the Court will be disseminated by email in accordance with Kroll's Notice Plan. Kroll also proposes supplemental digital notice.

20. On a later date further Ordered by the Court, Kroll will also develop and deploy the informational case-specific website where Class Members may obtain more information about the settlement. The Settlement Website would have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including a Long Form Notice. The Settlement Website will be prominently displayed in all printed notice documents and accessible through the email and digital notices. The Settlement Website will

also be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It also will be translated into Spanish.

21. The Defendant or the Settlement Administrator shall, within ten days of filing its Motion for Preliminary Approval, provide the required CAFA Notice to the appropriate state and federal officials for the purpose of satisfying the requirements of CAFA.

Settlement Distribution

22. If and when monetary compensation from the Defendant is provided to the Settlement Class through the Action, Defendant will deposit sufficient funds to pay all Category 1 Approved Claims in an escrow account created by the Settlement Administrator, and Defendant shall directly provide all Category 2 Approved Claimants with gift codes as required by the Settlement.

23. For a Class Member in either Category 1 or Category 2 to receive Settlement Consideration, Class Members must timely sign and return a Claim Form no later than 90 days after the Notice Date and must return a valid Gen 3 Paddle to Defendant. JOOLA will institute a plan with FedEx for FedEx to provide all Class Members with an appropriate envelope/box with prepaid shipping labels for Class Members to return their Gen 3 Paddles to JOOLA. All Costs of Administration, including as related to this return process, will be paid by JOOLA. JOOLA has the right to inspect the returned paddles and to object to the return of any paddle if in good faith it deems the paddle to be counterfeit, not substantially complete, or not a Gen 3 Paddle.

Opt-Outs and Objections

24. A Class Member may opt-out or object to the Settlement. In accordance with the opt-out procedures detailed in the Notice and the Settlement, Class Members who do not wish to participate in the Settlement have the right to opt-out up to 90 days after the commencement of the Notice Plan.

25. To object, the Class Member must comply with the procedures and deadlines approved by the Court. Any Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defendant's Counsel at the addresses identified in the Settlement no later than the Objection Deadline. The requirements to assert a valid written objection shall be set forth in the Class Notice.

26. Subject to Court approval, any Class Member who files and serves a written objection may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Class Member: (a) files with the Clerk of this Court a Notice of Intention to Appear at the Final Approval Hearing by the Objection Deadline; and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member will present to this Court in connection with the Final Approval Hearing.

27. Class Members who do not timely and validly opt-out of the Settlement will be bound by the terms of the Settlement, including the release and discharge of the Released Claims. The Released Claims are narrowly tailored and are limited to claims that have been or could have been asserted in the Action related to Class Members' purchase of Gen 3 Paddles and USAP's approval of the Gen 3 Paddles.

The Proposed Stay is Reasonable & Final Approval Hearing Date

28. The Court grants the Parties' request to continue to stay this Action pending Final Approval.

29. The Court schedules the Final Approval Hearing for [REDACTED], [REDACTED].

Effect of Failure to Approve the Settlement or Termination

30. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- b) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and Defendant's right to oppose class certification;
- c) Nothing contained in this Order is, or may be construed as, any admission or concession by or against the Defendant or Plaintiff on any point of fact or law;
- d) Neither the Settlement's terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- e) Neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence; and
- f) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified.

General Provisions

31. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with

or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

32. Settlement Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

33. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

34. Any information received by the Settlement Administrator, the Parties, or any other person in connection with the Settlement Agreement that pertains to personal information regarding a particular Class Member (other than objections or requests for exclusion) shall not be disclosed to any other person or entity other than Settlement Class Counsel, the Defendant, Defendant's Counsel, the Court, and as otherwise provided in the Settlement Agreement.

35. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

36. Based on the foregoing, the Court stays this Action until further Order of the Court and grants Plaintiff's Motion for Preliminary Approval of the Settlement.

DONE AND ORDERED in Chambers in the Southern District of Florida, this _____ day of _____, 2025.

DAVID S. LEIBOWITZ
UNITED STATES DISTRICT JUDGE

cc: Counsel of Record