

## SETTLEMENT AGREEMENT

*Rickey v. Baller, Inc.*  
San Diego County Superior Court  
Case No. 37-2022-00044840-CU-BT-CTL

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between plaintiff Mary Rickey (“Plaintiff” or “Rickey”), on behalf of herself and the class of similarly situated individuals as defined below, the one hand, and defendant Baller, Inc. (“Baller” or “Defendant”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

### I. RECITALS

A. On November 7, 2022, a Complaint was filed in the Superior Court of the State of California, County of San Diego, entitled *Rickey v. Baller, Inc.*, Case No. 37-2022-00044840-CU-BT-CTL (the “Action”). (ROA# 1.) On December 9, 2022, Plaintiff filed a First Amended Complaint (“FAC”). (ROA# 9.) Plaintiff alleges that Baller violated California law in connection with automatic renewal subscriptions. Plaintiff asserts causes of action for false advertising (including violation of the California Automatic Renewal Law, Bus. & Prof. Code, §§ 17600-17606) (“ARL”) and unfair competition (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

B. Baller revised the automatic renewal disclosures on its website on or about October 15, 2022 and again on or about June 6, 2023.

C. On February 21, 2023, the Parties participated in a mediation before the Honorable Dickran M. Tevrizian, a retired district court judge now associated with JAMS. The case did not settle at that mediation.

D. On March 10, 2023, Baller removed the Action to the United States District Court for the Southern District of California. On March 20, 2023, Plaintiff filed a Motion to Remand. On April 17, 2023, Baller filed a Motion to Compel Arbitration (“MTCA”). After full briefing on both

motions, the district court conducted a hearing on June 6, 2023. The district court granted Plaintiff's motion to remand and denied Baller's MTCA as moot. (ROA# 14.)

E. On July 10, 2023, Baller filed a new MTCA in state court. (ROA# 20-25.) After discovery relating to matters put at issue by the MTCA, and after full briefing and oral argument, the Court issued an order denying the MTCA on February 8, 2024. (ROA# 48.)

F. On February 21, 2024, Baller filed its Answer to the FAC. (ROA# 53.)

G. On March 1, 2024, Baller filed a notice of appeal of the order denying the MTCA. (ROA# 54.)

H. On March 13, 2024, Baller filed a Motion to Stay Pending Appeal. (ROA# 57-59.)

I. On May 7, 2024, the Parties participated in a mediation before the Honorable Joan M. Lewis (Ret.), a retired San Diego Superior Court judge now associated with Judicate West. The Parties did not settle at the mediation, but they were able to reach a resolution of the Action in the following weeks on the terms set forth in this Agreement.

J. This Agreement represents a compromise of disputed claims. Baller denies any and all allegations of liability, fault, or wrongdoing and denies that any claims alleged in the Action are suitable for class certification other than for purposes of this Settlement. The Parties enter into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

## II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the "Court") enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined in Section

III. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date;” and

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the judgment will be referred to as the “Judgment Entry Date;” and

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as defined in Section III.A, files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel will have the right to appeal any award of attorneys’ fees, litigation expenses, or service payment, but any such appeal, if taken, will not otherwise affect the binding

nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of an order regarding attorneys' fees, litigation expenses, or a service payment, the Parties will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Superior Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if for other reasons it becomes certain that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) any Second Amended Complaint filed pursuant to a preliminary approval order will be withdrawn; (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendant; and (5) in any further litigation proceedings that may ensue (excluding any appeal of an order denying approval), the Parties shall make no use of, and shall make no reference to, this Agreement, any motion for preliminary approval, any motion for final approval, any motion for award of attorneys' fees, litigation expenses, or service payment, or any declaration or other paper filed in support of or in opposition to any aspect of the Settlement.

### III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to certification of the following Class (the members of which are referred to as the "Class Members") (also referred to herein as the "Class Definition"):

All individuals who, while residing in California and between February 14, 2019 and June 6, 2023, inclusive, purchased a subscription through the website [www.BallerTV.com](http://www.BallerTV.com), limited to individuals who did not receive a full refund. Excluded from the Class are all employees of Defendant, all employees of Plaintiff's counsel, and the judicial officers to whom this case is assigned.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a Second Amended Complaint which sets forth the foregoing Class Definition. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the Second Amended Complaint and that Defendant be deemed to have denied all material allegations of the Second Amended Complaint without the necessity of filing an Answer.

C. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink LLP will be appointed as counsel for the Class (“Class Counsel”).

D. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties stipulate that Mary Rickey will be appointed as the Class Representative to represent the Class.

E. Subject to Court approval, and subject to the Parties’ right to jointly propose a different administration firm, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for, *inter alia*: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; preparing a declaration regarding its due diligence, if necessary; transmitting settlement payments to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

F. Plaintiff shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of class notice (proposed forms for the emailed Summary Notice and the Long Form Notice are attached hereto as Exhibits A and B, respectively). The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement, including payment of attorneys’ fees, reimbursement of litigation expenses, and any service

payment, should be finally approved as fair, reasonable, and adequate as to the Class. The Parties will cooperate to obtain preliminary approval as soon as feasible pursuant to the Court's procedures, which may include an ex parte application to specially set a hearing date.

#### IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by Defendant is the principal amount of One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000.00) (the "Settlement Amount"). Defendant will pay the entire Settlement Amount to the Settlement Administrator by wire transfer no later than ten (10) business days following the Preliminary Approval Date. The Settlement Administrator shall hold said funds in an interest-bearing account ("Settlement Fund"), to be distributed only as set forth in this Agreement. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be returned to Defendant. Under no circumstances shall Defendant be obligated to pay any monetary amount pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII, and VIII below, the Settlement Amount will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payment awarded by the Court pursuant to Section VI, the expenses of settlement administration (including class notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed checks or electronic payments unable to be completed, the remaining funds will be paid to one or more *cy pres* recipient(s) approved by the Court. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendant.

C. Injunctive Relief. Defendant acknowledges that it revised its website disclosures on October 15, 2022 and on June 6, 2023 in conformance with the ARL. To the extent applicable, Defendant shall comply with the ARL. Nothing in this Paragraph shall constitute an admission or concession that any of Defendant's offer materials, website disclosures or procedures heretofore

in compliance with the ARL. If the requirements of California law change in the future, Defendant may conform its business practices to such law as modified. Because this Settlement is a compromise of disputed allegations and claims, Defendant's agreement to this Section IV.C is expressly for the purposes of settlement and is not an admission of any wrongdoing, fault, or liability.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to forty percent (40%) of the Settlement Amount, plus actual litigation expenses incurred in connection with the Action, such litigation expenses not to exceed \$75,000. Defendant will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court.

VI. SERVICE PAYMENT

Class Counsel will file a motion requesting service payments for Plaintiff and up to two additional class members who assisted Class Counsel, such service payments not to exceed \$7,500 in the aggregate. Defendant will take no position regarding this request, provided the request made to the Court is consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payment awarded by the Court.

VII. SETTLEMENT ADMINISTRATION

A. Within three (3) business days after the Preliminary Approval Date, Defendant will provide to the Settlement Administrator and to Class Counsel an Excel spreadsheet that includes for each Class Member, the individual's name, telephone numbers, and email addresses, to the extent

such information is available in Defendant's business records (the "Class List"). The Class List shall be designated as Confidential and used only for administration of this settlement.

B. The Parties shall use reasonable and best efforts to ensure that no later than twenty-one (21) days following the Preliminary Approval Date, or by such other date as the Court may establish, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the Class List. The Summary Class Notice will include a link through which the recipient Class Member can submit an election regarding the method by which that Class Member's payment will be transmitted, which may be in the form of an electronic payment such as PayPal, Venmo, direct deposit/ACH, or another electronic method the Settlement Administrator deems effective, or may be in the form of a paper check if requested by a Participating Class Member (as defined in subparagraph H, below) who provides the Settlement Administrator with a mailing address. The date on which the email notice is disseminated to Class Members is referred to as the "Notice Date."

C. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the Second Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, and any other materials agreed to by the Parties.

D. The date that is forty-five (45) days after the Notice Date shall be referred to as the "Exclusion/Objection Deadline."

E. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator as provided in this section. The request for exclusion must be in writing, must list the Class Member's name, mailing address, email address, and telephone number, along with the statement "I wish to be excluded from the *Rickey v.-Baller*,



*Inc. Settlement*” or words to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than the Exclusion/Objection Deadline. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely requests for exclusion will be referred to as “Excluded Class Members.” Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: Rickey v. Baller, Inc. Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, California 92606; email: \_\_\_\_\_.

F. Any Class Member who wishes to object to the Settlement must do so in writing. To object to the Settlement, the Class Member must file a written objection with the Court and serve copies of the objection on Class Counsel, Defendant’s counsel, and the Settlement Administrator, no later than the Exclusion/Objection Deadline. Any written objection must set forth the name of the lawsuit (*Rickey v. Baller, Inc.*, Case No. 37-2022-00044840-CU-BT-CTL), the Class Member’s name, mailing address, email address, and telephone number, and the following statement: “I declare under penalty of perjury that, to the best of my knowledge, between February 14, 2019 and June 6, 2023, while residing in the State of California, I purchased a subscription through the website www.BallerTV.com and did not receive a full refund, and I wish to object to the Settlement.” Any written objection must also state the factual and legal basis for the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit

of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider must also be attached to the objection. A written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at Rickey v. Baller, Inc. Settlement Administrator, c/o CPT Group, 50 Corporate Park, Irvine, California 92606; (2) to Defendant's counsel, Michele D. Floyd, Kilpatrick Townsend & Stockton LLP, Two Embarcadero Center, Suite 1900, San Francisco, CA 94111; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, California 92037. The Settlement Administrator will promptly compare the information submitted by the objector against the Class List and advise Class Counsel and Defendant's counsel whether it appears that the objector is in fact a Class Member. Class Counsel and Defendant may respond to any written objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing.

G. No later than five (5) court days following the Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and Defendant's counsel a written report listing the name and contact information of each Excluded Class Member and any Class Member who has objected to the Settlement.

H. Class Members who do not submit a timely Exclusion Form are referred to as the "Participating Class Members." Only Participating Class Members will receive a settlement payment under the Settlement, in accordance with Section VIII, below.

#### VIII. SETTLEMENT PAYMENTS

A. Unless the Court orders otherwise, each Participating Class Member will be entitled to receive an equal, pro-rata portion of the Net Settlement Amount. The "Net Settlement Amount" is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys' fees, litigation expenses, service payment, and all expenses of settlement

administration (including expenses previously incurred and the Settlement Administrator's good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net Settlement Amount by the number of Participating Class Members.

B. To the extent the Settlement Administrator did not previously receive a Participating Class Member's election regarding a method for settlement payment, the Settlement Administrator will send at least two emails to Participating Class Members requesting such election. No later than sixty (60) days after the Effective Date, the Settlement Administrator will transmit to each Participating Class Member who submitted a payment election that person's settlement payment. In the event any electronic payment is unable to be processed or a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or email. Unless the Court orders otherwise, any payment instrument not negotiated or completed within sixty (60) days of its transmission or mailing by the Settlement Administrator will be void, and any Participating Class Member who has not submitted an election for a settlement payment method by the date that is sixty (60) days after the Effective Date will forfeit the right to receive a settlement payment. Any portion of the Settlement Amount that remains unpaid at the end of ninety (90) days following the date on which the Settlement Administrator commenced the initial distribution will be paid out in a second distribution, unless the Settlement Administrator, in conjunction with Class Counsel, concludes that a second distribution would not be economical. In any such second distribution, each Class Member who cashed or completed their payment in the initial distribution will be entitled to receive an equal, pro-rata portion of the remaining and unpaid Settlement Amount, which payment will be transmitted by the same method as the initial payment. Any portion of the Settlement Amount that remains unpaid at the end of 135 days following the date on which the Settlement Administrator commenced the

initial distribution date will be paid to a *cy pres* recipient approved by the Court. In connection with the motion for final approval, Class Counsel will identify one or more proposed *cy pres* recipients for the Court’s consideration, and Defendant will not unreasonably withhold its consent to such proposed recipient(s).

IX. RELEASE OF CLAIMS

A. Release by Class Members. Following the Effective Date and provided that Defendant has paid the full Settlement Amount, all Class Members who have not timely requested exclusion from the Settlement, as well as their respective spouses, heirs, assigns, executors, administrators, successors, and agents acting on their behalf (collectively, the “Releasing Parties”), shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, “Released Parties” means Baller, Inc., and any of its past or present parents, subsidiaries, affiliated companies, and corporations, and any of their past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, successors, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief, whether in law or equity, including but not limited to injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by Class Members that have been pled in this action or that could have been pled in this action, whether known or unknown, including but not limited to allegations concerning the adequacy of website disclosures, that relate to or arise out of subscription charges for BallerTV for a subscription purchased between February 14, 2019 and June 6, 2023.

B. General Release By Rickey. Following the Effective Date and provided that Defendant has paid the full Settlement Amount, plaintiff Mary Rickey, for herself and her heirs, assigns, executors, administrators, successors, and agents acting on their behalf, releases and discharges each and all of the Released Parties (as defined above) from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown that she has or may have against any of the Released Parties up to the date of execution of this Agreement. Rickey acknowledges and hereby waives all rights and benefits afforded by Section 1542 of the California Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This general release by Rickey will take effect immediately upon the Effective Date, provided that Defendant has paid the full Settlement Amount.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

B. This Agreement may be modified only by a writing signed by the Parties or their respective successors in interest.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties

agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out. It is the intention of the Parties to comply in all respects with the requirements of California law and with any local rule of the Court with respect to this Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the Settlement Consideration (Section IV) of this Agreement, the Parties agree to negotiate in good faith to modify the Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

E. The Parties represent and warrant that they have not assigned or transferred any claims, suits, actions, causes of action, demands, liabilities, duties, obligations, rights, damages, benefits, costs, awards, loss of service, expenses and/or compensation released by such party herein.

F. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstances shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters settled and released hereby, and each Party further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

H. Each of the Parties has investigated the facts pertaining to this Agreement as each deems necessary. The Parties understand that the facts with respect to which this Agreement is entered into may hereafter turn out to be other than or different from the facts now known or believed by them to be true, and each accepts and assumes the risk of the facts turning out to be different and agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Defendant warrants that it has obtained all necessary authorizations under its organizational documents and under law to make this Agreement binding on Defendant.

J. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

K. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action.

M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: 6/17/2024

*Mary Rickey*

\_\_\_\_\_  
MARY RICKEY

Dated: \_\_\_\_\_

BALLER, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: June 20, 2024

DOSTART HANNINK LLP

*Zachary Paul Dostart*  
\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

KILPATRICK TOWNSEND & STOCKTON LLP

\_\_\_\_\_  
MICHELE D. FLOYD  
Attorneys for Defendant Baller, Inc.

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M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARY RICKEY

Dated: 6/20/2024

BALLER, INC.



Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DOSTART HANNINK LLP

\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiff

Dated: 6/20/2024

KILPATRICK TOWNSEND & STOCKTON LLP



\_\_\_\_\_  
MICHELE D. FLOYD  
Attorneys for Defendant Baller, Inc.

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