CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the **"Agreement"**) is entered into by and between Plaintiff S.C. ("Plaintiff"), individually and on behalf of the Settlement Class defined below, on the one hand, and Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC (together, "Defendants" or "7Tabz"), on the other hand (Plaintiff and Defendants together, the "Parties"), in the action captioned *S.C. v. 7Tabz Retail, LLC, et al.*, San Diego County Superior Court Case No. 26CU001419N (the "Action"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof and subject to the approval of the Court.

I. DEFINITIONS

As used in this Agreement, in addition to terms defined elsewhere herein, the following terms shall have the following meanings set forth below. Definitions apply to the singular and plural forms of each term.

1.1 "Administrator" means RG/2 Claims Administration LLC ("RG/2"), which the Parties have jointly selected, subject to appointment by the Court, to administer the Notice Plan, the claims process, and the distributions provided for in this Agreement. If for any reason RG/2 is unable to fulfill its obligations as Administrator, the Parties agree to work in good faith to timely obtain a replacement, subject to approval by the Court.

1.2 "Approved Claim" means a Claim submitted by a Settlement Class Member (defined in Section 1.27) that is timely, complete, signed under penalty of perjury, and validated by the Administrator in accordance with Article V.

1.3 "BMR Class Member" means a Settlement Class Member who purchased one or more Products (defined in Section 1.23) from a brick-and-mortar retail location (or otherwise than directly from Defendants), and who is not a DTC Class Member.

1.4 "Claim" means a request for payment from the Common Fund (defined in Section 1.9) submitted on a Claim Form (defined in Section 1.5).

1.5 "Claim Form" means the claim form, substantially in the form to be attached as Exhibit D, to be approved by the Court (defined in Section 1.10), which may be submitted

electronically through the Settlement Website (defined in Section 1.28) or in hard copy.

1.6 "Claims Deadline" means the last day on which a Claim Form may be submitted or postmarked, which shall be the later of (a) sixty (60) days after the Notice Date (defined in Section 1.18) and (b) ninety (90) days after entry of the Preliminary Approval Order, or such other date as the Court (defined in Section 1.10) may order.

1.7 "Class Notice" or "Notice Plan" means the program of direct, publication, and website notice to the Settlement Class described in Article VII, using notice documents the same as or substantially similar in form to Exhibits A through C to this Agreement — the Long-Form Class Notice (Exhibit A, which shall also serve as the direct notice sent by U.S. Mail where required under Section 7.1), the Email Notice (Exhibit B), and the Publication Notice (Exhibit C, the form of which will be finalized by the Administrator) — in each case as approved by the Court in the Preliminary Approval Order and incorporating any revisions the Court may require.

1.8 "Class Period" means the period from January 1, 2024 through the date of entry of the Preliminary Approval Order (defined in Section 1.22).

1.9 "Common Fund" means the non-reversionary common fund of One Million Two Hundred Thousand Dollars ($1,200,000.00) to be funded by Defendants pursuant to Article XI, exclusive of and in addition to the Direct Benefit Pool (defined in Section 1.12), the Fee and Cost Award (defined in Section 1.15), the Service Award (defined in Section 1.26), and Notice and Administration Costs (defined in Section 1.17).

1.10 "Court" means the Superior Court of California, County of San Diego, and the judicial officer presiding over the Action.

1.11 "Direct Benefit" means the automatic One Hundred Dollar ($100.00) payment to each DTC Class Member (defined in Section 1.13) described in Section 4.2, requiring no Claim.

1.12 "Direct Benefit Pool" means an amount equal to One Hundred Dollars ($100.00) multiplied by the number of DTC Class Members (defined in Section 1.13) identified in Defendants' records, approximately One Hundred Seventeen Thousand Nine Hundred Dollars ($117,900.00) based on approximately 1,179 DTC Class Members.

1.13 "DTC Class Member" means a Settlement Class Member identified in Defendants' records as having purchased one or more Products directly from Defendants (including through Defendants' website), of whom there are approximately 1,179.

1.14 "Effective Date" means the first date on which all of the following have occurred: (a) the Court has entered the Final Approval Order and Judgment; and (b) the Judgment has become Final. "Final" means: (i) if no appeal, motion for reconsideration, or petition for review is filed, the expiration of the time for filing any such appeal, motion, or petition; or (ii) if any such appeal, motion, or petition is filed, the date on which it has been finally resolved in a manner that affirms the Final Approval Order and Judgment in all material respects and no further appellate or other review is available.

1.15 "Fee and Cost Award" means the award of attorneys' fees and costs to Plaintiff's Counsel approved by the Court, not to exceed One Million Dollars ($1,000,000.00), subject to the provisions of Article XII.

1.16 "Final Approval Order and Judgment" means the order and judgment finally approving this Agreement and entering judgment thereon. Plaintiff shall submit drafts of the [Proposed] Final Approval Order and [Proposed] Final Judgment with the motion for final approval.

1.17 "Notice and Administration Costs" means all costs of the Notice Plan and of administering the settlement, including the Administrator's fees and expenses, which shall be paid by Defendants separately from, and in addition to, the Direct Benefit Pool, the Common Fund, the Fee and Cost Award, and the Service Award. The Parties will work together in good faith to keep total Notice and Administration Costs at or below Three Hundred Thousand Dollars ($300,000.00).

1.18 "Notice Date" means the date by which the Administrator commences dissemination of direct and publication Class Notice pursuant to Article VII, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order, unless otherwise ordered by the Court.

1.19 "Objection Deadline" means the last day on which a Settlement Class Member may object to this Agreement, as set forth in Section 9.2, and is the same date as the Claims Deadline, or such other date as the Court may order.

1.20 "Opt-Out Deadline" means the last day on which a Settlement Class Member may submit a Request for Exclusion, as defined in Section 1.25 and set forth in Section 9.1, and is the same date as the Claims Deadline, or such other date as the Court may order.

1.21 "Plaintiff's Counsel" or "Class Counsel" means Lynch Carpenter, LLP.

1.22 "Preliminary Approval Order" means the order, substantially in the form to be attached as Exhibit E, preliminarily approving this settlement, conditionally certifying the Settlement Class for settlement purposes, approving the Notice Plan, and appointing the Administrator.

1.23 "Product" or "Products" means any and all products containing 7-hydroxymitragynine ("7-OH") or mitragynine pseudoindoxyl manufactured, marketed, distributed, or sold by or on behalf of Defendants under the "7Tabz" brand, in any form and any dosage, including without limitation 7Tabz 7-OH tablets (15 mg and 30 mg), 7Tabz 7-Hydroxy+Pseudo tablets (20 mg), and 7Tabz shots, and delivered to consumers directly through the 7Tabz website or indirectly through sale to distributors who then sold them to retail establishments for sale.

1.24 "Qualified Settlement Fund" or "QSF" means the interest-bearing Escrow Account established and controlled by the Administrator pursuant to Section 11.1 to hold the amounts funded under Article XI, from and after entry of the Preliminary Approval Order (defined in Section 1.22), upon which that account constitutes, and is thereafter held and administered as, a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 pursuant to Section 11.3, without any further transfer of funds. Before entry of the Preliminary Approval Order, this Agreement refers to that account as the "Escrow Account," held on the terms set forth in Article XI.

1.25 "Request for Exclusion" means a timely and valid written request by a Settlement Class Member to be excluded, or "opt out," from the Settlement Class, in accordance with Article IX.

1.26 "Service Award" means the award to Plaintiff approved by the Court in recognition of his service to the Settlement Class, not to exceed Five Thousand Dollars ($5,000.00), paid by Defendants separately from and in addition to the Common Fund.

1.27 "Settlement Class and Settlement Class Member" means: All persons in the United States who purchased one or more 7Tabz Products for personal use, and not for resale, during the Class Period. Excluded from the Settlement Class are: (a) Defendants and their officers, directors, members, managers, and employees, and their immediate family members; (b) the judicial officers presiding over the Action and members of their staffs and immediate families; (c) governmental entities; and (d) all persons who submit a timely and valid Request for Exclusion.

1.28 "Settlement Website" means the website to be established and maintained by the Administrator for this settlement, which shall host the Class Notice, this Agreement, the Claim Form (with online submission capability), relevant Court documents, and applicable deadlines.

II. LITIGATION BACKGROUND

2.1 This Agreement follows earlier, related litigation concerning Defendants' Products. On May 13, 2025, D.O., individually and on behalf of a putative class of purchasers, commenced a class action against 7Tabz Retail, LLC in the United States District Court for the Central District of California, captioned *D.O. v. 7Tabz Retail, LLC*, No. 2:25-cv-04306 (C.D. Cal.) (the "Federal Action"). The Federal Action alleged that Defendant 7Tabz Retail marketed and sold products containing 7-hydroxymitragynine without adequately disclosing their risks of addiction, dependence, and opioid-like withdrawal, and asserted claims under California's Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act, in addition to claims for breach of implied warranty, unjust enrichment, and fraud by omission.

2.2 During the pendency of the Federal Action, Defendant moved to dismiss the initial complaint; the plaintiff in the Federal Action thereafter filed a First Amended Complaint; and Defendant moved to dismiss the First Amended Complaint. The docket also reflected the admission of counsel pro hac vice and several stipulations extending response deadlines. The Federal Action was voluntarily dismissed without prejudice on October 7, 2025, before the Court ruled on the pending motion to dismiss.

2.3 On January 12, 2026, Plaintiff filed the Action, asserting claims on behalf of himself and a putative class of purchasers of Defendants' Products for violations of California's Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.), False Advertising Law (Bus. & Prof. Code §§ 17500 et seq.), and Consumers Legal Remedies Act (Civ. Code §§ 1750 et seq.), and for

fraudulent omission and unjust enrichment, arising from Defendants' alleged failure to disclose the addiction, dependence, and withdrawal risks associated with the Products.

2.4 Defendants deny all of the allegations in the Action, deny any wrongdoing or liability of any kind, and contend that their conduct complied with applicable law at all times. This Agreement is a compromise of disputed claims and shall not be construed as an admission of liability, wrongdoing, or the truth of any allegation by any Party.

2.5 On June 5, 2026, the Court issued its ruling appointing Lynch Carpenter, LLP as interim lead class counsel for the putative class.

2.6 Before reaching this Agreement, the Parties exchanged substantial information bearing on liability, class scope, and Defendants' financial condition, including sales, revenue, unit, and customer data by channel and by state, Defendants' 2025 financial statements, and information concerning Defendants' corporate structure, insurance, and operations. Plaintiff's Counsel also conducted an extensive independent investigation of the Products, their pharmacology, the regulatory landscape, and Defendants' marketing, labeling, and sales practices.

2.7 On June 16, 2026, the Parties participated in a full-day, in-person mediation in Irvine, California before the Honorable Gail A. Andler (Ret.) of JAMS. The mediation resulted in an agreement in principle, memorialized in a binding Memorandum of Understanding executed that day (the "MOU"). This Agreement implements and supersedes the MOU.

2.8 The settlement embodied in this Agreement was reached through arm's-length negotiations between experienced counsel presided over by a retired judicial officer. Attorneys' fees, costs, and the Service Award were negotiated only after the Parties reached agreement on the material terms of the relief to the Settlement Class.

2.9 Plaintiff's Counsel have analyzed the legal and factual issues bearing on the claims and defenses in the Action, the risks and expense of continued litigation, the likelihood of class certification, the collectability of any judgment, and the benefits provided to the Settlement Class by this Agreement, and have concluded that the settlement set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class.

2.10 Defendants have concluded that continued litigation would be protracted and expensive, and desire to fully and finally resolve the Released Claims on the terms set forth herein in order to obtain complete peace for themselves and the other Released Parties, without any admission of liability or wrongdoing.

2.11 The Parties agree that certification of the Settlement Class is for settlement purposes only, and that if this Agreement is terminated or the Effective Date does not occur, the certification shall be vacated and shall not be cited, referenced, or used for any purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and subject to the approval of the Court, the Parties agree as follows:

III. CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES

3.1 Settlement Class. For settlement purposes only, and subject to Court approval, the Parties stipulate to certification of the following Settlement Class: all persons in the United States who purchased one or more 7Tabz Products for personal use, and not for resale, during the Class Period. Excluded from the Settlement Class are: (a) Defendants and their officers, directors, members, managers, and employees, and their immediate family members; (b) the judicial officers presiding over the Action and members of their staffs and immediate families; (c) governmental entities; and (d) all persons who submit a timely and valid Request for Exclusion.

3.2 Settlement Purposes Only. Certification of the Settlement Class is a term of this settlement only. If this Agreement is terminated for any reason or the Effective Date does not occur, certification shall be automatically vacated without prejudice to any Party's position on class certification or any other issue, and neither the certification, this Agreement, nor any act taken in connection with either shall be cited, offered, or used by any person for any purpose in the Action or in any other proceeding.

IV. SETTLEMENT CONSIDERATION

4.1 Summary of Consideration. In full and complete settlement of the Released Claims, and subject to Court approval, Defendants will provide: (a) the Direct Benefit Pool (approximately $117,900.00); (b) the non-reversionary Common Fund of $1,200,000.00; (c) Notice and Administration Costs, paid separately; (d) the Fee and Cost Award of up to $1,000,000.00, paid

separately and subject to Article XII; and (e) the Service Award of up to $5,000.00, paid separately. No portion of the Direct Benefit Pool or the Common Fund will revert to Defendants once this settlement receives final approval and the Effective Date occurs. If this Agreement is terminated, or if final approval is not obtained, funds will be returned to Defendants as provided in Section 11.7. For purposes of this Article IV, "Documented Proof of Purchase" means either: (a) a receipt, order confirmation, or bank or credit card statement that identifies and specifies the Product(s) purchased as 7Tabz brand, shows the amount paid, and reflects a purchase during the Class Period, in which case no photograph or other documentation is required; or (b) where the claimant identifies and specifies in writing the Product(s) purchased as 7Tabz brand and provides a non-specific receipt, order confirmation, or bank or credit card statement that identifies the purchase of kratom, shows the amount paid, an approximation of the purchase location, and a purchase during the Class Period, and the claimant also provides a photograph of the Product packaging showing the 7Tabz product purchased. The purchase documentation under subsection (b) need not itself identify the "7Tabz" brand, but the accompanying photograph must show the 7Tabz product purchased to satisfy the requirement. Whether a claimant's submission satisfies the requirements of this Section is committed to the reasonable discretion of the Administrator, including whether the Product(s) shown in any photograph correspond to the amount(s) and purchase(s) reflected in the accompanying documentation.

4.2 Direct Benefit to DTC Class Members. Each DTC Class Member will automatically receive a payment of One Hundred Dollars ($100.00) from the Direct Benefit Pool. No Claim is required. The Direct Benefit will be paid to each DTC Class Member at the address or electronic payment destination identified through Defendants' records and the Administrator's standard address-verification and payment procedures. A DTC Class Member's receipt of the Direct Benefit does not limit that member's right to submit a DTC Additional Claim under Section 4.3, to object, or to opt out (in which case no Direct Benefit will be paid to that member).

4.3 DTC Additional Claims. Any DTC Class Member may submit a Claim for an additional payment from the Common Fund equal to the amount of that member's documented purchases of Products during the Class Period, up to Eighty-Five Dollars ($85.00). DTC Additional Claims are made on an affidavit basis, signed under penalty of perjury, and will be verified by the Administrator against the purchase records provided by Defendants pursuant to

Section 5.1. In lieu of the process described in the previous sentence, DTC Class Members may also submit Documented Proof of Purchase as described in Section 4.1 for up to Eighty-Five Dollars ($85.00). The DTC Additional Claim is separate from and in addition to the $100.00 Direct Benefit and does not reduce it; a DTC Class Member need not have spent $185.00 to recover the maximum (for example, a DTC Class Member whose documented purchases total $50.00 receives $50.00 in addition to the $100.00 Direct Benefit). In no event will a DTC Class Member receive more than $185.00 in total under Sections 4.2 and 4.3.

4.4 BMR Claims. Any BMR Class Member may submit a Claim for a payment of Forty Dollars ($40.00), an amount approximating the average retail price of two Product units, on an affidavit-only basis, signed under penalty of perjury, with no proof of purchase required, other than identifying and attesting to at least one approximate location where the BMR Class Member purchased a Product as defined in Section 1.23 above. A BMR Class Member who submits Documented Proof of Purchase, as defined in Section 4.1 above, may claim an additional amount equal to that member's documented purchases of Products during the Class Period, up to an additional Eighty-Five Dollars ($85.00), in addition to the $40.00 affidavit-based payment, for a maximum BMR recovery of One Hundred Twenty-Five Dollars ($125.00). BMR Claims are limited to one (1) BMR Claim per household, unless the additional BMR Claims from that household are supported by Documented Proof of Purchase and at the discretion of the Administrator.

4.5 BMR Claim Limitation. DTC Class Members may not submit a BMR Claim; a DTC Class Member's retail purchases may only be claimed under Section 4.3.

V. CLAIMS PROCESS AND ADMINISTRATION

5.1 Defendants' Data. Within no greater than five (5) business days after entry of the Preliminary Approval Order, Defendants will provide the Administrator with (a) a list of all DTC Class Members reflected in Defendants' records, including each member's name, email address(es), last known mailing address, and total documented Product purchases during the Class Period, and (b) such other purchase records as the Administrator reasonably requires to verify DTC Additional Claims. This information shall be treated as confidential, used solely for settlement administration, and destroyed or returned upon completion of administration.

5.2 Claim Submission. Claims may be submitted electronically through the Settlement Website or by mail on the Claim Form, and must be submitted or postmarked by the Claims Deadline. The Claim Form will require the claimant's name and contact information, an attestation under penalty of perjury, purchase information (including, for BMR Claims, the approximate date(s) and location(s) of purchase), and a selected payment method. As noted in Section 4.4, a claimant submitting a BMR Claim need only (1) attest to his or her class membership and (2) identify, and attest to, at least one retail location at which he or she purchased the Product(s) and the actual or approximate date of such purchase(s). The Administrator shall have discretion to determine whether a Claim satisfies these requirements. In general, however, identifying the approximate date of purchase, the retail store by name (or a close approximation), city and state will be sufficient.

5.3 Validation; Anti-Fraud Measures. The Administrator will review each Claim for timeliness, completeness, and validity, and will employ reasonable, industry-standard fraud detection and prevention measures, including deduplication across name, mailing address, email address, IP address, and payment destination; velocity and pattern screening; conformity review of claimed amounts against Defendants' records, for DTC Additional Claims based on those records; and, for any Claim supported by Documented Proof of Purchase (whether submitted by a BMR Class Member under Section 4.4 or by a DTC Class Member under Section 4.3), review of the submitted documentation for sufficiency and internal consistency in accordance with Article IV, including whether the Product(s) shown in any photograph correspond to the amounts and purchases reflected in the accompanying documentation, and conformity of claimed amounts with known Product pricing. The Administrator shall have discretion to reject Claims that it determines are fraudulent, duplicative, or invalid on their face.

5.4 Deficiency Process. If a Claim is deficient (and not determined to be fraudulent), the Administrator will notify the claimant of the deficiency by email (or by mail, if no email address is provided). The Administrator will issue deficiency notices on a rolling basis and, in any event, no later than thirty (30) days after the Claims Deadline. The claimant will have twenty-one (21) days from the date of the deficiency notice to cure ("Cure Period"). The Cure Period will extend beyond the Claims Deadline if the deficiency notice is at or near the Claims Deadline; provided

that no new Claim may be submitted after the Claims Deadline. Claims not cured within the Cure Period will be deemed to be abandoned and will be rejected based on the deficiency.

5.5 Determinations; Disputes. The Administrator will determine the validity and amount of each Claim in the first instance, applying the criteria set forth in Article IV and Section 5.3, without review or approval by the Parties. At its option, the Administrator may seek the counsel of the Parties on an individual Claim where the question whether the claimant meets the required criteria is a close call. The Administrator will provide counsel for the Parties with periodic claims reports at intervals agreed with the Parties, and with a final claims report following resolution of all Claims and cure periods (the "Final Claims Report"). If either Party believes a claims report reflects an error in the application of this Agreement's criteria, or identifies a pattern of Claims warranting further review, that Party may raise the issue with the Administrator and the other Party within fourteen (14) days after the report, and the Parties will attempt to resolve it in good faith. Only issues the Parties cannot resolve will be submitted to the Hon. Gail A. Andler (Ret.) for resolution, with the costs of any such proceeding shared equally. Nothing in this Section requires either Party to review individual Claims.

5.6 Audit Rights; Record Retention. The Administrator will have the right to audit Claims and may request additional information from any Settlement Class Member submitting a Claim that it deems necessary to properly assess the validity of a claim. The Administrator will maintain records of all Claims until ninety (90) days after all Claims have been finally resolved and payment has been made on all Approved Claims, and will make those records available to counsel for the Parties upon request during that period.

VI. DISTRIBUTION OF SETTLEMENT PAYMENTS

6.1 Initial Distribution. Within thirty (30) days after the later of the Effective Date and the Administrator's completion of claims validation, the Administrator will pay (a) the Direct Benefit to each DTC Class Member from the Direct Benefit Pool, and (b) each Approved Claim from the Common Fund (the "Initial Distribution"). Payments will be made by check, electronic payment, or in another manner to be determined by the Parties in conjunction with the Administrator, as elected by the recipient, with checks valid for one hundred eighty (180) days from issuance.

6.2 Order of Payments; Insufficiency. If the total value of Approved Claims exceeds the Common Fund, the excess will be paid in accordance with the subordination provisions of Section 12.3. If the total value of Approved Claims exceeds the sum of the Common Fund and the entire Fee and Cost Award, all payments on Approved Claims will be reduced pro rata; the Direct Benefit is not subject to reduction.

6.3 Supplemental Distribution. If, after the Initial Distribution and the expiration of all payment instruments issued in it, funds remain in the Common Fund (including uncashed or returned amounts from the Initial Distribution and any uncashed or returned Direct Benefit amounts, which shall be added to the residue), the Administrator will make a supplemental, non-reversionary distribution (the "Supplemental Distribution") to (a) all DTC Class Members who did not submit a Claim, and (b) all Settlement Class Members (DTC and BMR) whose Claims were approved and paid, in each case dollar-for-dollar up to the amount of that recipient's initial award. For purposes of the Supplemental Distribution, a DTC Class Member's "initial award" means the $100.00 Direct Benefit plus any Approved DTC Additional Claim, and a BMR Class Member's "initial award" means that member's Approved Claim amount. If the residue is insufficient to match every initial award in full, Supplemental Distribution payments will be reduced pro rata in proportion to each recipient's initial award. No Supplemental Distribution is required if the residue is less than $50,000.00, in which case the residue will be distributed as provided in Section 6.4. The Parties may agree in writing to a different threshold based on the Administrator's recommendation before the motion for final approval.

6.4 Cy Pres. Any amount remaining in the Common Fund after the Supplemental Distribution (or in lieu of a Supplemental Distribution pursuant to Section 6.3), including amounts attributable to uncashed or returned Supplemental Distribution payments, will be distributed, subject to Court approval and in compliance with California Code of Civil Procedure § 384 to 501(c)(3) organizations whose mission it is to combat drug addiction or provide mental health support to individuals recovering from drug addiction. Fifty percent (50%) of the funds will be donated to such a nonprofit organization designated by Plaintiff and fifty percent (50%) will be donated to such a nonprofit organization designated by Defendants. The Parties may instead agree upon a single cy pres recipient, in which case that recipient will receive one hundred percent

(100%) of the remaining amount. No portion of the Common Fund or the Direct Benefit Pool will revert to Defendants.

6.5 Taxes. The QSF will be treated as a qualified settlement fund under Treasury Regulation § 1.468B-1, and the Administrator will be responsible for all tax filings, elections, and payments of the QSF. Taxes and tax-related expenses of the QSF will be treated as Notice and Administration Costs. No Party or counsel makes any representation regarding the tax treatment of any payment under this Agreement, and each recipient is responsible for any tax consequences of payments received.

VII. NOTICE PLAN

7.1 Direct Notice to DTC Class Members. By the Notice Date, the Administrator will send direct notice to each DTC Class Member by email, using each email address for that member in Defendants' records. For any email notice returned as undeliverable or that hard-bounces, the Administrator will undertake reasonable supplemental measures consistent with its standard practices to effect email delivery, which shall include, at minimum: re-sending the notice at staggered intervals over no fewer than 72 hours; re-sending through an alternate sending domain or IP range where initial delivery failures indicate domain- or server-level blocking; and correcting apparent typographical errors in email addresses (e.g., "gmial.com" for "gmail.com"). For any DTC Class Member for whom (a) no email address exists in Defendants' records, or (b) email notice remains undeliverable after the supplemental measures described above, the Administrator will send the notice by first-class U.S. Mail, postage prepaid, to the member's last known mailing address in Defendants' records, after updating that address against the U.S. Postal Service National Change of Address (NCOA) database. For any mailed notice returned as undeliverable with a forwarding address, the Administrator will promptly re-mail the notice to the forwarding address; for any mailed notice returned without a forwarding address, the Administrator will perform a standard skip trace and re-mail the notice to any updated address identified. The notice sent by mail will be the Long-Form Class Notice (Exhibit A). Notice sent in accordance with this Section constitutes the best notice practicable to DTC Class Members.

7.2 Publication Notice. Because Defendants primarily sold the Products through distributors who then sold the Products to retailers for sale to the public, no records exist from which BMR Class Members can be identified. As such, in order to provide notice to BMR Class

Members, the Administrator will design and implement a publication notice program reasonably calculated, under all the circumstances, to apprise the Settlement Class of this settlement, consistent with the reach-and-frequency guidance of the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide and the standards articulated in the Manual for Complex Litigation (Fourth) §§ 21.31–21.312, and satisfying due process and California Rules of Court, rule 3.766. The program will target reach and frequency consistent with the foregoing guidance. The specific components of the program, which may include targeted digital and social media placements, paid search, programmatic display advertising, and any print or other placements the Administrator recommends, together with the Administrator's reach-and-frequency analysis, will be described in or submitted with the motion for preliminary approval, including in any declaration(s) of the Administrator and/or counsel. The notice plan will be built on advertising channels reasonably available for this product category.

7.3 Settlement Website; Toll-Free Number. By the Notice Date, the Administrator will establish and maintain the Settlement Website, which will include: the Long-Form Class Notice; answers to frequently asked questions about the settlement; the Claim Form, with online Claim submission capability; the ability to submit a Request for Exclusion electronically as provided in Section 9.1; this Agreement; the operative complaint; the motion for preliminary approval and, once entered, the Preliminary Approval Order; the application for the Fee and Cost Award and Service Award, once filed; instructions and addresses for submitting Claims, Requests for Exclusion, and objections; all applicable deadlines and the date, time, and location of the final approval hearing; and contact information for the Administrator. The Administrator will update the Settlement Website with material filings and deadline or hearing changes throughout the approval process, and will maintain it until at least ninety (90) days after all payments under this Agreement have been distributed. By the Notice Date, the Administrator will also establish and host an automated, case-specific, toll-free telephone number that will be available twenty-four (24) hours a day, through which Settlement Class Members can learn more about the settlement through recorded information, including responses to frequently asked questions; request that a copy of the Long-Form Class Notice or a paper Claim Form be mailed to them; and request further information about the Action, with the option to leave a message for a return call from the Administrator during business hours.

VIII. PRELIMINARY APPROVAL

8.1 Motion. Plaintiff will file a motion for preliminary approval of this settlement, together with this Agreement and its exhibits and other supporting papers, with moving papers to be filed on or before September 29, 2026 and heard on October 23, 2026, or on such other schedule as the Court may set or the Parties may agree in writing. Defendants will not oppose the motion. The Parties will cooperate in good faith and take all reasonable steps to obtain preliminary and final approval.

8.2 Requested Relief. The motion will request entry of the Preliminary Approval Order: conditionally certifying the Settlement Class for settlement purposes; appointing Plaintiff as class representative and Lynch Carpenter, LLP as Class Counsel; preliminarily approving this Agreement; approving the Notice Plan and forms of Class Notice; appointing the Administrator; approving the Escrow Account as the QSF; and setting the Claims Deadline, Opt-Out Deadline, Objection Deadline, and final approval hearing date.

8.3 Interim Stay and Bar. The motion for preliminary approval will also request that the Preliminary Approval Order, pending the Court's final determination whether to approve this settlement, (a) stay all proceedings in the Action other than those necessary to effectuate or obtain approval of this settlement, (b) bar all Settlement Class Members from commencing, prosecuting, or continuing any Released Claim against any Released Party, and (c) provide that the stay and bar dissolve automatically if this Agreement is terminated pursuant to Article XIV.

8.4 CAFA Notice. The Parties have determined that notice under the Class Action Fairness Act, 28 U.S.C. § 1715, is not required in connection with this settlement because the Action is not a "class action" within the meaning of 28 U.S.C. § 1711(2).

IX. REQUESTS FOR EXCLUSION AND OBJECTIONS

9.1 Requests for Exclusion (Opt-Outs). A Settlement Class Member may opt out of the Settlement Class by submitting a written Request for Exclusion to the Administrator, either (a) electronically through the Settlement Website, submitted by 11:59 p.m. Pacific Time on the Opt-Out Deadline, or (b) by mail, postmarked or received by the Opt-Out Deadline. A Request for Exclusion must state the member's name, address, and telephone number; identify this Action; and state clearly the member's intent to be excluded from the Settlement Class. A Request for

Exclusion submitted through the Settlement Website must be verified by the member's electronic signature or checkbox attestation, and the Administrator will provide an electronic confirmation of receipt. Requests for Exclusion must be exercised individually; no person may opt out on behalf of a group, class, or purported class, and any Request for Exclusion purporting to do so will be valid only as to the individual member who signed and submitted it. A person who submits a timely and valid Request for Exclusion is not a Settlement Class Member, will receive no payment under this Agreement (including the Direct Benefit), is not bound by the Release, and may not object to the settlement. The Administrator will provide counsel for the Parties with a final report of all Requests for Exclusion, including copies upon request, within seven (7) days after the Opt-Out Deadline (the "Exclusion Report").

9.2 Objections. Only Settlement Class Members may object to the settlement, the Fee and Cost Award, or the Service Award. A Settlement Class Member who wishes to object must do so in writing by the Objection Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number of the Action, and (b) be mailed to the Administrator at the address provided in the Class Notice. The Administrator will provide any written objections received to Class Counsel within five (5) calendar days (or such other number of days as the Court shall specify), and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address, and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection, accompanied by any legal support for the objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection, if any; (5) a statement whether the Settlement Class Member intends to appear at the final approval hearing; (6) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that the objector purchased one or more Products in the United States, for personal use and not for resale, during the Class Period; (7) a list of all objections to class action settlements filed by the objector or his or her counsel in the previous three (3) years; and (8) the signature of the Settlement Class Member and of his or her counsel, if any. No Settlement Class Member shall be heard at the final approval hearing, whether individually or through counsel, unless written notice of the Settlement Class Member's intention to appear, and copies of any written objections or briefs, have been timely submitted as provided in this Section. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection or notice

of intention to appear has been timely submitted. If the postmark is illegible, the objection or notice of intention to appear shall be deemed untimely unless it is received by the Administrator within two (2) calendar days after the Objection Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified in this Section shall be deemed to have waived all objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement, the Fee and Cost Award, or the Service Award. Class Counsel shall, at least fourteen (14) calendar days before the final approval hearing (or such other number of days as the Court shall specify), file any responses to written objections.

9.3 No Solicitation of Objections or Exclusions. The Parties and their counsel will use their best efforts to effectuate this settlement and will not, directly or indirectly, solicit or encourage any Settlement Class Member to object to the settlement, to submit a Request for Exclusion, or to appeal from the Final Approval Order and Judgment.

X. FINAL APPROVAL; JUDGMENT; EFFECTIVE DATE

10.1 Motion for Final Approval. Plaintiff will move for final approval of the settlement and entry of the Final Approval Order and Judgment on the schedule set by the Court. Defendants will not oppose the motion.

10.2 Judgment. The Final Approval Order and Judgment will, among other things: finally approve the settlement as fair, reasonable, and adequate; confirm certification of the Settlement Class for settlement purposes; direct the implementation of this Agreement; enter the Release as to all Settlement Class Members who did not opt out; dismiss the Action with prejudice; and retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure § 664.6.

10.3 Effect of Non-Occurrence of Effective Date. If the Effective Date does not occur, this Agreement is void *ab initio* except as provided in Section 14.4, and the Parties revert to their respective positions *status quo ante*.

XI. FUNDING; ESCROW; QUALIFIED SETTLEMENT FUND

11.1 Escrow Funding Upon Execution. Within fourteen (14) calendar days after full execution of this Agreement, Defendants will deposit into an interest-bearing escrow account established and controlled by the Administrator (the "Escrow Account") the following amounts (together, the "Guaranteed Settlement Payments"): (a) the Direct Benefit Pool, in the estimated

amount of $117,900.00 (calculated as $100.00 multiplied by 1,179 DTC Class Members, subject to true-up under Section 11.4); (b) the Common Fund of $1,200,000.00; (c) $1,000,000.00, representing the full amount of the Fee and Cost Award to be requested; (d) the Service Award of $5,000.00; and (e) an initial deposit of $300,000.00 toward Notice and Administration Costs (the "Administration Reserve"). Each of the amounts in subsections (a) through (d) is payable by Defendants under this Agreement without regard to the number or value of Claims submitted, and the Parties' intent is that all such amounts be held by the Administrator, rather than by Defendants, at the earliest practicable time.

11.2 Escrow Terms. The Escrow Account will be segregated from the assets of Defendants and of the Administrator, held solely for the purposes of this settlement, and invested in United States Treasury obligations or money market funds invested substantially in such obligations. Defendants will have no right to direct, withdraw, encumber, or borrow against the Escrow Account, and no disbursement may be made from it except as provided in this Agreement or by order of the Court. All interest and earnings will follow the principal: they become part of the fund upon conversion under Section 11.3, and are returnable to Defendants only upon a termination described in Section 11.7. Defendants are responsible for any taxes on earnings of the Escrow Account accruing before its conversion to the QSF.

11.3 Conversion to Qualified Settlement Fund. The Preliminary Approval Order will expressly approve the Escrow Account as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and will provide that the Escrow Account is subject to the continuing jurisdiction of the Court. Upon entry of the Preliminary Approval Order, the Escrow Account will constitute, and will thereafter be held and administered as, the QSF, without any further transfer of funds. At the request of Defendants or the Administrator, the Parties will cooperate in making a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the account as a QSF as of the earliest date permitted by that regulation. Following conversion, the Administrator will be responsible for all tax filings, elections, and payments of the QSF in accordance with Section 6.5.

11.4 True-Up of the Direct Benefit Pool. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, and following the data delivery required by Section 5.1, the Parties, together with the Administrator, will confirm the final count of DTC Class Members in

Defendants' records. If the final count exceeds 1,179, Defendants will deposit the difference (at $100.00 per additional DTC Class Member) into the QSF within seven (7) days; if the final count is lower, the excess will be released to Defendants.

11.5 Notice and Administration Costs. The Administrator will draw its fees and expenses for Notice and administration directly from the Administration Reserve as invoices come due, and will provide the Parties with periodic accountings of amounts drawn and the remaining balance. If the Administration Reserve is exhausted, the Administrator will invoice Defendants directly for the balance of Notice and Administration Costs, and Defendants will pay each such invoice within thirty (30) days of receipt. The Administration Reserve is a funding mechanism and not a limitation on Defendants' obligation to pay Notice and Administration Costs; the Parties' good-faith target under Section 1.17 is separate from, and not defined by, the amount of the Administration Reserve. The Administrator will notify the Parties in writing when cumulative Notice and Administration Costs reach seventy-five percent (75%) of the Administration Reserve. Defendants will replenish the Administration Reserve upon fourteen (14) days' written notice from the Administrator, if the Parties agree that replenishment is preferable to direct invoicing. Any unused balance of the Administration Reserve will be returned to Defendants upon completion of administration.

11.6 Condition Precedent; Remedies. Full and timely funding of the Escrow Account under Section 11.1 is a material term of this Agreement and a condition precedent to the effectiveness of the Release. If Defendants fail to fund in full by the deadline in Section 11.1 (or to make any true-up or replenishment payment when due), Plaintiff may, at his election and after five (5) business days' written notice and opportunity to cure, either (a) terminate this Agreement pursuant to Article XIV, or (b) enforce this Agreement, including by specific performance and under California Code of Civil Procedure § 664.6.

11.7 Disposition of Funds on Termination. If this Agreement is terminated or the Effective Date does not occur, all amounts in the Escrow Account or the QSF, less Notice and Administration Costs actually incurred and any taxes of the fund, will be returned to Defendants within fourteen (14) days.

XII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

12.1 Fee and Cost Award. Class Counsel will apply to the Court for a Fee and Cost Award not to exceed One Million Dollars ($1,000,000.00), inclusive of recoverable litigation costs except as provided in Section 12.4. Defendants will not oppose an application at or below that amount. The Fee and Cost Award is separate from and in addition to the Direct Benefit Pool and the Common Fund, will not reduce the relief provided to the Settlement Class, and has been funded in advance into the Escrow Account pursuant to Section 11.1(c). Class Counsel will file the application for the Fee and Cost Award and the Service Award no later than fourteen (14) days before the Objection Deadline, and the application will be posted to the Settlement Website upon filing.

12.2 Payment; Fee Escrow. Within ten (10) days after the Effective Date, the Administrator will pay Class Counsel, from the QSF and without interest, the Court-approved Fee and Cost Award, less Two Hundred Thousand Dollars ($200,000.00), which the Administrator will retain in the QSF (the "Fee Escrow") until issuance of the Final Claims Report and completion of the payments described in Section 12.3. If the Court approves a Fee and Cost Award of less than the $1,000,000.00 funded under Section 11.1(c), the unawarded balance will be returned to Defendants within fourteen (14) days after the Effective Date, and the Fee Escrow and the subordination provisions of Section 12.3 will apply to the Fee and Cost Award as approved.

12.3 Subordination of the Fee Award to Class Claims. If the total value of Approved Claims exceeds the $1,200,000.00 Common Fund, the excess will be paid first from the Fee Escrow. If the excess exceeds the Fee Escrow, Class Counsel will remit the additional amount necessary to pay all Approved Claims, up to the remaining balance of the Fee and Cost Award actually received (such that Class Counsel's total exposure under this Section shall not exceed the Fee and Cost Award), within fourteen (14) days of written demand by the Administrator. Upon issuance of the Final Claims Report and payment of all Approved Claims, any balance of the Fee Escrow will be released to Class Counsel without interest. If the total value of Approved Claims exceeds the sum of the Common Fund and the entire Fee and Cost Award, payments on Approved Claims will be reduced pro rata as provided in Section 6.2.

12.4 Costs Backstop. For purposes of this Section, "Recoverable Litigation Costs" means costs and expenses of the types recoverable under California Code of Civil Procedure section

1033.5, together with expert and consultant fees, mediation fees, deposition and transcript costs, electronic discovery and document-hosting charges, and travel, in each case actually incurred by Class Counsel in the Action, documented in the records supporting the application for the Fee and Cost Award, and not to exceed fifty thousand dollars ($50,000.00) in the aggregate. If, after application of Section 12.3, the amount of the Fee and Cost Award remaining to Class Counsel is less than Class Counsel's Recoverable Litigation Costs, or the Fee and Cost Award is entirely consumed by Approved Claims, Defendants will reimburse Class Counsel the unpaid balance of those Recoverable Litigation Costs, separately from and in addition to the amounts funded under Section 11.1, within thirty (30) days of written demand accompanied by reasonable documentation. If, after the Initial Distribution and any payments under Section 12.3, the Fee and Cost Award remaining to Class Counsel equals or exceeds Class Counsel's Recoverable Litigation Costs, such costs are deemed included in the Fee and Cost Award and no separate reimbursement is owed.

12.5 Service Award. Plaintiff will apply for a Service Award not to exceed Five Thousand Dollars ($5,000.00), which Defendants will not oppose, which has been funded in advance pursuant to Section 11.1(d), and which will be paid from the QSF, without interest, within ten (10) days after the Effective Date, separately from and in addition to the Common Fund. If the Court approves a Service Award of less than the funded amount, the unawarded balance will be returned to Defendants within fourteen (14) days after the Effective Date.

12.6 No Effect on Settlement. Any reduction by the Court of the Fee and Cost Award or the Service Award will not be grounds for termination of this Agreement and will not affect the validity or enforceability of the settlement; the sole consequence of any such reduction is the return of the unawarded balance to Defendants as provided in Sections 12.2 and 12.5.

XIII. RELEASE

13.1 Released Parties. "Released Parties" means: (a) 7Tabz Retail, LLC; (b) 7Tabz Distribution, LLC; (c) Jonathan Daye; (d) Zachary Daye; and (e) Ali Lakhani; together with, as to each of the foregoing, their respective past and present parents, subsidiaries, affiliates, predecessors, successors, and assigns, and their respective past and present officers, directors, members, managers, shareholders, employees, agents, insurers, and attorneys, in their capacities as such. No entity or person not identified or described in this Section 13.1 is a Released Party.

13.2 Released Claims. "Released Claims" means any and all claims, causes of action, demands, rights, damages, restitution, disgorgement, penalties, costs, expenses, attorneys' fees, and remedies of any nature, whether known or unknown, asserted or unasserted, at law or in equity, that seek economic or monetary relief and that arise from or relate to the purchase, marketing, advertising, labeling, sale, or distribution of the Products during the Class Period, including without limitation all claims that were or could have been asserted in the Action based on the facts alleged therein. RELEASED CLAIMS DO NOT INCLUDE, AND EXPRESSLY EXCLUDE, ANY CLAIM FOR PERSONAL INJURY, BODILY INJURY, EMOTIONAL DISTRESS ARISING FROM BODILY INJURY, WRONGFUL DEATH, OR SURVIVAL, ALL OF WHICH ARE PRESERVED. No Settlement Class Member, including Plaintiff, releases any personal-injury claim under this Agreement.

13.3 Releasing Parties; Release. Upon the Effective Date and full funding pursuant to Article XI, Plaintiff and each Settlement Class Member who did not submit a timely and valid Request for Exclusion, on behalf of themselves and their respective heirs, executors, administrators, representatives, successors, and assigns (the "Releasing Parties"), fully, finally, and forever release, relinquish, and discharge the Released Parties from the Released Claims, and covenant not to sue any Released Party with respect to any Released Claim.

13.4 Waiver of California Civil Code Section 1542 and Similar Laws as to Released Claims. Solely with respect to the Released Claims, and expressly not with respect to any personal-injury claim, Plaintiff expressly waives, and each other Releasing Party shall be deemed upon the Effective Date, by operation of the Final Approval Order and Judgment, to have expressly waived, the provisions of California Civil Code § 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party," together with any similar provision of the statutory or common law of any other state, territory, or jurisdiction. The Releasing Parties acknowledge, and shall be deemed to have acknowledged, that they may later discover facts in addition to or different from those now known or believed to be true regarding the Released Claims, and that it is nevertheless their intention to fully, finally, and forever settle and release the Released Claims as defined herein, and only the Released Claims. This waiver is limited to claims

arising from the factual predicate of the Action and does not extend the scope of the Released Claims beyond Section 13.2.

XIV. TERMINATION

14.1 Termination of Agreement for Excess Opt-Outs. If one hundred twenty-five (125) or more Settlement Class Members submit timely and valid Requests for Exclusion, either Party may terminate this Agreement by written notice to the other Party's counsel within fourteen (14) days after receipt of the Exclusion Report, in which case the Parties return to their respective positions status quo ante.

14.2 Termination for Failure of Funding. This Agreement may be terminated by Plaintiff pursuant to Section 11.6 upon Defendants' failure to fund, true up, or replenish as required by Article XI.

14.3 Court Disapproval; Obligation to Cure. A modification or reduction by the Court of the Fee and Cost Award or the Service Award is not a material alteration of this Agreement and does not permit termination or excuse performance by any Party. Likewise, modifications or revisions by the Court to the form, content, or manner of dissemination of the Class Notice or the Claim Form, to the schedule of deadlines, or to the form of the Preliminary Approval Order or the [Proposed] Final Approval Order and Judgment, are not material alterations of this Agreement and do not permit termination or excuse performance. If the Court declines to enter the Preliminary Approval Order or the Final Approval Order and Judgment, or if the Final Approval Order and Judgment is reversed or vacated on appeal, this Agreement is not thereby terminated. The Parties will instead meet and confer in good faith, will negotiate such modifications to this Agreement and its exhibits as are reasonably necessary to address the concerns identified by the Court or the reviewing court, and will resubmit the settlement for approval as promptly as practicable; provided that no modification may reduce the consideration provided to the Settlement Class without Plaintiff's written consent, and no modification may increase Defendants' total payment obligations without Defendants' written consent. Any disagreement concerning curative modifications will be submitted to the Hon. Gail A. Andler (Ret.) pursuant to Section 16.3. All amounts held in the Escrow Account or the QSF will remain in place, and may not be withdrawn or returned, during the cure process described in this Section. This Agreement may be terminated under this Section only if: (a) the order declining or vacating approval has become final and non-

appealable and forecloses approval of a settlement on substantially the terms of this Agreement; or (b) one hundred twenty (120) days have elapsed from the order declining or vacating approval and, despite the Parties' good-faith efforts and mediation before Judge Andler, the Parties have been unable to agree upon curative modifications; in either such case, either Party may thereafter terminate this Agreement by written notice to counsel for the other Party.

14.4 Effect of Termination. Upon termination of this Agreement pursuant to this Article XIV: (a) this Agreement (other than this Section 14.4 and Sections 3.2, 11.7, 15.1, and 16.13, which survive) is void and of no effect; (b) certification of the Settlement Class is vacated pursuant to Section 3.2; (c) funds are returned pursuant to Section 11.7; (d) the Parties revert to their respective positions in the Action status quo ante; and (e) neither this Agreement, the MOU, nor any settlement communication may be used, cited, or offered for any purpose in the Action or in any other proceeding, except to enforce the surviving provisions of this Agreement.

XV. NO ADMISSION OF LIABILITY

15.1 No Admission. This Agreement reflects the compromise of disputed claims. Defendants deny all liability and deny each allegation of wrongdoing in the Action. Neither this Agreement, the MOU, the settlement, nor any act performed or document executed pursuant to or in furtherance of either, is or may be deemed to be or used as an admission or evidence of the validity of any Released Claim, of any wrongdoing or liability of any Released Party, or of any fault or omission of any Released Party, in any proceeding of any kind, except a proceeding to enforce this Agreement.

XVI. MISCELLANEOUS

16.1 Cooperation; Further Assurances. The Parties and their counsel will cooperate in good faith and take all additional reasonable steps necessary to obtain approval of this settlement and to effectuate its terms, including the execution of any additional documents reasonably required.

16.2 Entire Agreement. This Agreement, together with its exhibits, constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior agreements and understandings, including the MOU. No representation, warranty, or inducement not contained herein has been made to any Party. This Agreement may be amended only by a writing signed by

counsel for all Parties; the Parties' counsel may agree in writing to reasonable extensions of time to carry out its provisions without Court approval unless Court approval is required.

16.3 Enforcement; Retention of Jurisdiction. This Agreement is enforceable under California Code of Civil Procedure § 664.6, and the Parties agree that the Court will retain jurisdiction over the Parties and the Action to enforce it until performance in full of all of its terms. Any dispute arising out of or relating to this Agreement or its implementation that the Parties cannot resolve in good faith will first be submitted to the Hon. Gail A. Andler (Ret.) for mediation before any application to the Court, except where emergency relief is required. If the Hon. Gail A. Andler (Ret.) is unavailable or declines to serve with respect to any matter submitted under this Agreement, the matter will be submitted to any other neutral mutually agreed upon by the Parties, and any reference in this Agreement to the Hon. Gail A. Andler (Ret.) will be deemed to include such substitute neutral.

16.4 Governing Law; Venue. This Agreement is governed by California law, without regard to conflict-of-laws principles. Venue for any proceeding concerning this Agreement lies exclusively in the Superior Court of California, County of San Diego, subject to the dispute-resolution provisions of Sections 5.5, 14.3, and 16.3.

16.5 Construction. This Agreement was negotiated at arm's length by counsel for the Parties and is deemed jointly drafted; no presumption or rule of construction shall apply against any Party as drafter. Headings are for convenience only. As used herein, "including" means "including without limitation," and "days" means calendar days unless otherwise stated; deadlines falling on a weekend or court holiday extend to the next court day.

16.6 Authority; Counterparts. Each person executing this Agreement represents that he or she has authority to bind the Party on whose behalf he or she signs. Plaintiff's Counsel represents that Plaintiff has approved and authorized this Agreement. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

16.7 Notices. All notices under this Agreement shall be in writing and delivered by email and by overnight or first-class mail to counsel of record: for Plaintiff and the Settlement Class, Scott G. Braden, Lynch Carpenter, LLP, 9171 Towne Centre Drive, Suite 180, San Diego, CA

92122, scott@lcllp.com; for Defendants, Seth Litman, Thompson Hine LLP, 3560 Lenox Road NE, Suite 1600, Atlanta, Georgia 30326, seth.litman@thompsonhine.com.

16.8 No Collateral Attack. This Agreement and the Final Approval Order and Judgment are not subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after entry of the Final Approval Order and Judgment. Without limiting the foregoing, no Settlement Class Member may bring, join, or maintain any claim or proceeding against any Released Party or the Administrator asserting that the Settlement Class Member's payment was improperly calculated or adjusted; that the Settlement Class Member did not receive actual notice, where the Court has found the Class Notice program constituted the best notice practicable and satisfied due process; or that the Settlement Class Member failed to submit a timely Claim, Request for Exclusion, objection, or dispute for any reason. The exclusive means of raising any dispute concerning the administration or interpretation of this Agreement after entry of the Final Approval Order and Judgment is an application to the Court pursuant to its retained jurisdiction under Section 16.3.

16.9 No Assignment. None of the rights, commitments, or obligations under this Agreement may be assigned by any Party or Settlement Class Member without the prior written consent of each other Party; provided that no consent is required for a transfer that occurs by operation of law, including to a deceased Settlement Class Member's estate, heirs, or personal representative.

16.10 No Third-Party Beneficiaries. The representations, warranties, covenants, and agreements in this Agreement are for the sole benefit of the Parties, the Released Parties, and the Settlement Class Members, and do not confer any right or remedy on any other person or entity.

16.11 Binding Effect. Subject to Section 16.9, this Agreement is binding upon and inures to the benefit of the Parties, the Settlement Class Members, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

16.12 Exhibits. The following exhibits will be attached to and form part of this Agreement upon finalization by the Parties: Exhibit A (Long-Form Class Notice); Exhibit B (Email Notice); Exhibit C (Publication Notice, the form of which will be finalized by the Administrator); Exhibit D (Claim Form); Exhibit E ([Proposed] Preliminary Approval Order).

Docusign Envelope ID: 50F4E0E0-A373-8E13-8042-5756B82F07AD

16.13 Confidential Mediation Materials. All communications and materials exchanged in connection with the June 16, 2026 mediation remain confidential settlement communications protected by California Evidence Code §§ 1115–1128 and 1152; provided that this Agreement (and, if necessary to enforce its terms, the MOU) is admissible in any proceeding to approve or enforce the settlement, and the Parties waive the mediation privilege solely to that extent.

IN WITNESS WHEREOF, the Parties have executed this Class Action Settlement Agreement and Release as of the dates set forth below.

PLAINTIFF

Initial

DATED: 9/18/2026, 2026

By: _____
S.C.

7TABZ RETAIL, LLC

DATED: _____, 2026

By: _____

Name: _____

Title: _____

7TABZ DISTRIBUTION, LLC

DATED: _____, 2026

By: _____
Name: _____

Title: _____

APPROVED AS TO FORM

LYNCH CARPENTER. LLP

DATED: September 21, 2026

By: _____
Scott G. Braden

16.13 Confidential Mediation Materials. All communications and materials exchanged in connection with the June 16, 2026 mediation remain confidential settlement communications protected by California Evidence Code §§ 1115–1128 and 1152; provided that this Agreement (and, if necessary to enforce its terms, the MOU) is admissible in any proceeding to approve or enforce the settlement, and the Parties waive the mediation privilege solely to that extent.

IN WITNESS WHEREOF, the Parties have executed this Class Action Settlement Agreement and Release as of the dates set forth below.

PLAINTIFF

DATED: _____, 2026

By: _____
S.C.

7TABZ RETAIL, LLC

DATED: 09/24, 2026

By: Jonathan Daye
Name: Jonathan Daye
Title: owner

7TABZ DISTRIBUTION, LLC

DATED: 09/24, 2026

By: Jonathan Daye
Name: Jonathan Daye
Title: Owner

APPROVED AS TO FORM

LYNCH CARPENTER, LLP

DATED: _____, 2026

By: _____
Scott G. Braden

THOMPSON HINE LLP

DATED: Sept 28, 2026

By: _____
Seth Litman