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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

S.C., individually and on behalf of all others similarly situated,

Plaintiff,

v.

7TABZ RETAIL, LLC, a Florida limited liability company, 7TABZ DISTRIBUTION, LLC, a Florida limited liability company, and DOES 1-20, inclusive,

Defendants.

Case No. 26CU001419N

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

Date: October 23, 2026
Time: 1:30 p.m.
Judge: Hon. Cynthia A. Freeland
Dept: N-27

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE THAT** on October 23, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard by the Honorable Cynthia A. Freeland in Department N-27 of the above-entitled Court, located at 325 South Melrose Drive, Vista, California 92081, Plaintiff S.C. ("Plaintiff"), individually and on behalf of all others similarly situated, will and hereby does move for an order: (1) granting preliminary approval of the class action settlement (the "Settlement") on the terms of the Settlement Agreement;[1] (2) provisionally certifying the Settlement Class for settlement purposes; (3) approving the form, content, and manner of dissemination of the Class Notice (Settlement Agreement Exhibits A–D); (4) provisionally appointing Plaintiff S.C. as Class Representative, and Lynch Carpenter,

[1] Capitalized terms not otherwise defined have the meanings assigned to them in the Class Action Settlement Agreement and Release (the "Settlement Agreement"), filed concurrently herewith as Exhibit 1 to the Declaration of Scott G. Braden.

LLP, and Todd D. Carpenter and Scott G. Braden of that firm, as Class Counsel; (5) appointing RG/2 Claims Administration LLC as Settlement Administrator; (6) approving the Escrow Account established under the Settlement Agreement as a qualified settlement fund subject to the Court's continuing jurisdiction; (7) entering the schedule of remaining events, including the deadline for Settlement Class Members to submit Claims, request exclusion, or object, and setting the date and time of the Final Approval Hearing; and (8) staying all proceedings in this Action, and barring the prosecution of Released Claims by Settlement Class Members, until the Court rules on final approval. Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC do not oppose this Motion. The Motion is made under Code of Civil Procedure section 382, Civil Code section 1781, and California Rules of Court, rules 3.766 and 3.769, on the ground that the Settlement is fair, reasonable, and adequate and confers substantial, guaranteed benefits on the Settlement Class, and that the Settlement Class satisfies the requirements for provisional certification for settlement purposes.

This unopposed Motion is based on this Notice; the accompanying Memorandum of Points and Authorities; the Declaration of Scott G. Braden and the exhibits thereto, including the Settlement Agreement and its Exhibits A through E; the [Proposed] Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Provisional Class Certification; all pleadings, papers, and records on file in this Action; and such further evidence and argument as may be presented at or before the hearing.

Dated: September 29, 2026

**LYNCH CARPENTER, LLP**

By: */s/ Scott G. Braden*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

S.C., individually and on behalf of all others similarly situated,

Plaintiff,

v.

7TABZ RETAIL, LLC, a Florida limited liability company, 7TABZ DISTRIBUTION, LLC, a Florida limited liability company, and DOES 1-20, inclusive,

Defendants.

Case No. 26CU001419N

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION**

Date: October 23, 2026
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## I. INTRODUCTION

Plaintiff S.C. ("Plaintiff") has reached a settlement[1] with Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC (together, "7Tabz" or "Defendants") that resolves this consumer class action concerning 7Tabz's 7-OH products (the "Products") through direct cash payments to Settlement Class Members. Plaintiff's Counsel is aware of no other classwide resolution of consumer claims against a seller of concentrated 7-hydroxymitragynine ("7-OH") products, a category of kratom-derived products that the U.S. Drug Enforcement Administration ("DEA") has moved to place in Schedule I of the Controlled Substances Act and that a growing number of states have banned. (Braden Decl. ¶ 8.) Negotiated while the regulatory ground beneath the product category was giving way, the Settlement converts a contested, uncertain, and very possibly uncollectable claim into a funded recovery held under this Court's supervision.

The Settlement pays every Settlement Class Member identified in Defendants' records $100.00 automatically, pays every other Settlement Class Member $40.00 or more on a simple sworn claim, and is funded by a $1,200,000.00 non-reversionary Common Fund and a separate Direct Benefit Pool, with Defendants separately paying all notice and administration costs, fees, and the Service Award. (SA §§ 1.9, 1.12, 1.17, 4.2–4.4, 12.1, 12.5.) Three further features confirm its fairness. *First*, it is funded up front: within fourteen days after execution, Defendants must deposit the class funds, the maximum fee and Service Award, and a $300,000.00 Administration Reserve into an escrow account controlled by the Settlement Administrator, which becomes a qualified settlement fund under this Court's continuing jurisdiction upon preliminary approval. (SA §§ 11.1–11.3.) *Second*, Class Counsel's fee is subordinated to the class: if Approved Claims exceed the Common Fund, the excess is paid from the fee award before any Settlement Class Member's payment is reduced. (SA §§ 12.2–12.3.) *Third*, the release reaches only claims for economic relief relating to purchases of the Products and expressly preserves every claim for personal injury, bodily injury, emotional distress arising from bodily injury, wrongful death, and survival.

[1] Capitalized terms not otherwise defined have the meanings assigned to them in the Class Action Settlement Agreement and Release (the "Settlement Agreement" or "SA"), filed concurrently herewith as Exhibit 1 to the Declaration of Scott G. Braden ("Braden Decl."). Citations in the form "SA § __" refer to sections of the Settlement Agreement; citations to "Dkt. No. __" refer to the docket of the Federal Action defined below; and citations to "ROA No. __" refer to the Register of Actions in this case.

(SA § 13.2.) In a case about addiction and withdrawal, no Settlement Class Member gives up a claim for physical harm.

The Settlement was reached on an informed basis, at a full-day mediation before the Honorable Gail A. Andler (Ret.) of JAMS, after Plaintiff's Counsel's independent investigation and Defendants' production of sales, customer, and financial information; the amount of fees and the Service Award were negotiated only after the class relief was agreed. (SA §§ 2.6–2.8; Braden Decl. ¶ 13.) It is fair, reasonable, and adequate, and it falls well within the range of possible final approval. Plaintiff accordingly brings this unopposed Motion for an order preliminarily approving the Settlement; provisionally certifying the Settlement Class and appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the notice plan; approving the Escrow Account as a qualified settlement fund; setting the schedule of remaining events and the Final Approval Hearing; and staying this Action pending final approval.

## II. FACTUAL AND PROCEDURAL BACKGROUND

### A. The Products, the Defendants, and the Alleged Omissions

The Products—7-OH tablets in 15 mg and 30 mg dosages, 7-Hydroxy+Pseudo tablets in a 20 mg dosage, and 7-OH shots, all containing 7-OH and, in the 20 mg tablets, mitragynine pseudoindoxyl—were manufactured, marketed, and sold under the "7Tabz" brand. (SA § 1.23; Compl. ¶¶ 1, 57.) 7-OH is a minor alkaloid of the kratom plant (*Mitragyna speciosa*) that occurs naturally only in trace amounts; Plaintiff alleges that the Products contain 7-OH chemically isolated and concentrated into a substance that acts on the body's mu-opioid receptors with a potency far exceeding that of natural kratom leaf. (Compl. ¶¶ 5, 22, 24; Braden Decl. ¶ 5.) 7Tabz Distribution, LLC sold the Products to distributors and wholesalers for resale at smoke shops, convenience stores, gas stations, and other retail outlets nationwide; 7Tabz Retail, LLC sold directly to consumers through the 7Tabz website, a small fraction of the whole. (SA § 7.2; Compl. ¶¶ 46–47, 71; Braden Decl. ¶ 5.)

Plaintiff alleges that 7Tabz sold the Products without disclosing on the packaging, labeling, or point-of-sale materials that regular use carries a substantial risk of addiction and physical dependence and that cessation causes opioid-like withdrawal, that Defendants knew of those risks, and that a reasonable consumer would have considered them material. (Compl. ¶¶ 31, 41, 152.) Plaintiff's experience is typical:

he bought the Products from a smoke shop in Carlsbad, California, beginning in mid-2024, escalated within weeks to daily purchases, and learned that the Products were habit-forming only when he stopped and went into withdrawal—nothing on the packaging having told him. (Compl. ¶¶ 69–70; Braden Decl. ¶ 7.) He asserts claims under the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.) ("UCL"), the False Advertising Law (Bus. & Prof. Code, § 17500 et seq.) ("FAL"), and the Consumers Legal Remedies Act (Civ. Code, § 1750 et seq.) ("CLRA"), together with claims for breach of implied warranty, fraudulent omission, and unjust enrichment. (SA § 2.3.) Defendants deny all wrongdoing and liability. (SA § 2.4.)

The regulatory backdrop bears on both the merits and the fairness of the Settlement. In June 2025, the U.S. Food and Drug Administration ("FDA") warned 7Tabz Retail that its 7-OH products are unapproved new drugs, that 7-OH "is known to be a potent mu-opioid agonist," and that the agency had received adverse event reports involving 7-OH products, "including your firm's products."[2] In July 2025, the FDA recommended that concentrated 7-OH be placed in Schedule I.[3] On July 6, 2026, the DEA published notice of its intent to do so by emergency temporary order, and on August 26, 2026, a temporary scheduling order placed mitragynine pseudoindoxyl—an active ingredient of Defendants' 20 mg Products—and two related compounds in Schedule I.[4] California's Department of Public Health declared in October 2025 that products containing kratom or 7-OH are illegal to sell in this state, and at least nine other states have prohibited 7-OH or placed limitation on its sale.[5] These developments confirm the

[2] U.S. Food & Drug Admin., Warning Letter to 7Tabz Retail, LLC (June 25, 2025), https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/7tabz-retail-llc-709546-06252025, [as of Sept. 29, 2026].

[3] U.S. Food & Drug Admin., News Release, FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers (July 29, 2025), https://www.fda.gov/news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers, [as of Sept. 29, 2026].

[4] See 91 Fed.Reg. 40917 (July 6, 2026) [DEA notice of intent to place 7-OH above a 0.05 percent threshold in Schedule I, Docket No. DEA-1570]; 91 Fed.Reg. 54948 (Aug. 26, 2026) [temporary scheduling order placing mitragynine pseudoindoxyl, MGM-15, and MGM-16 in Schedule I, FR Doc. No. 2026-17429]. The DEA characterizes 7-OH's abuse potential as "similar to that of schedule I and II opioids, such as heroin, morphine, and fentanyl." (91 Fed. Reg. at p. 40921.)

[5] Cal. Dept. of Public Health, News Release No. NR25-016 (Oct. 24, 2025) https://www.cdph.ca.gov/Programs/OPA/Pages/NR25-016.aspx [as of Sept. 29, 2026]. The DEA's notice of intent catalogues the state laws: nine states (Alabama, Arkansas, Florida, Indiana, Kentucky, Louisiana, Ohio, Vermont, and Wisconsin) prohibit 7-OH, and others, including Arizona, Colorado, South Carolina, and Texas, cap its concentration. (91 Fed. Reg. at p. 40920.)

materiality of the risks Plaintiff alleges were not disclosed and the collectability of any judgment against Defendants. (Braden Decl. ¶ 8.)

**B. Procedural History**

This Settlement follows earlier litigation of the same claims. On May 13, 2025, D.O., represented by Lynch Carpenter, LLP, filed a putative class action against 7Tabz Retail in the Central District of California, *D.O. v. 7Tabz Retail, LLC*, No. 2:25-cv-04306-PA-RAO (the "Federal Action"). (SA § 2.1; Braden Decl. ¶ 9.) 7Tabz Retail moved to dismiss (Dkt. No. 18); the plaintiff amended (Dkt. No. 26), mooting the motion; and 7Tabz Retail moved again on October 6, 2025 (Dkt. No. 32). (*Ibid.*) In the interim, 7Tabz Retail's chief executive submitted a sworn declaration contesting whether the Products had even been sold in California when D.O. alleged he first bought them. (*Ibid.*) Rather than litigate that dispute, the plaintiff voluntarily dismissed without prejudice on October 7, 2025, before the second motion was briefed, so that the claims could be refiled with a substitute plaintiff and with 7Tabz Distribution added. (Dkt. No. 33; SA § 2.2; Braden Decl. ¶ 9.)

Plaintiff filed this Action on January 12, 2026, against both Defendants and served a CLRA notice on 7Tabz Retail the same day. (SA § 2.3; Braden Decl. ¶ 10.) Eleven days later, a different firm filed an overlapping putative class action, *Z.B. v. 7Tabz Retail, LLC*, No. 3:26-cv-00440-JLS-DDL (S.D. Cal.). (Braden Decl. ¶ 10.) The competing action threatened the viability of any classwide resolution, and Plaintiff moved for appointment as interim lead class counsel. (*Ibid.*) The *Z.B.* plaintiffs voluntarily dismissed on March 11, 2026 (ROA No. 20), and on June 5, 2026, this Court appointed Lynch Carpenter, LLP interim lead class counsel, finding the firm "sufficiently experienced" and that it "sufficiently satisfies the requirements of Federal Rules of Civil Procedure, Rule 23(g)." (ROA No. 25; SA § 2.5.)

**C. Plaintiff's Counsel's Investigation and the Pre-Mediation Information Exchange**

Both before and after filing, Plaintiff's Counsel conducted an extensive independent investigation of the Products' pharmacology and the scientific literature on 7-OH's dependence potential; the federal and state regulatory landscape; Defendants' marketing, labeling, packaging, website, and distribution practices; and the timing and geography of Defendants' distribution. (SA § 2.6; Braden Decl. ¶ 11.) In advance of mediation, at Plaintiff's Counsel's request, Defendants provided sales, revenue, and unit data by channel and by state; the number of direct-to-consumer customers and wholesale accounts; and

information about their financial condition, insurance, and corporate structure. (SA § 2.6; Braden Decl. ¶ 12.) That information allowed Plaintiff's Counsel to estimate the Settlement Class at approximately 300,000 purchasers nationwide, to distinguish the roughly 1,179 identifiable direct purchasers from the far larger retail population,[6] to value the claims, and critically, to evaluate what Defendants could actually pay. (Braden Decl. ¶ 12.)

**D. Mediation and Settlement**

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. (SA § 2.7; Braden Decl. ¶ 13.) With the benefit of the pre-mediation exchange, the session produced an agreement in principle on the structure and amount of the classwide relief, memorialized that day in a binding Memorandum of Understanding (the "MOU"). (SA § 2.7.) The subordination of Class Counsel's fee to class claims was negotiated as part of the classwide relief; the amount of the fee Defendants would not oppose, and the Service Award, were negotiated only after the material terms of relief to the Settlement Class were fixed. (SA § 2.8; Braden Decl. ¶ 13.) Over the following three months, the Parties negotiated the long-form Settlement Agreement, which implements and supersedes the MOU, and solicited competing proposals from two nationally recognized settlement administrators before jointly selecting RG/2 Claims Administration LLC ("RG/2"). (SA § 2.7; Braden Decl. ¶ 13.) The Settlement Agreement was fully executed on September 28, 2026, and is attached as Exhibit 1 to the Braden Declaration.

## III. THE TERMS OF THE SETTLEMENT

**A. The Settlement Class**

The proposed Settlement Class is defined as:

> 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.

[6] Defendants' pre-mediation estimate of the number of direct purchasers was higher than the 1,179 unique purchasers identified when Defendants extracted their order data for purposes of the Settlement Agreement. (Braden Decl. ¶12.) The difference does not affect recovery, as the Direct Benefit Pool will be trued up to the count confirmed from the records Defendants will produce within five business days after preliminary approval. (SA §§ 5.1, 11.4.)

(SA §§ 1.27, 3.1.)

The Class Period runs from January 1, 2024, through the date of entry of the Preliminary Approval Order. (SA § 1.8.) Settlement Class Members whom Defendants' records identify as having purchased directly from Defendants, including through the 7Tabz website, are "direct-to-consumer" or "DTC" Class Members. (SA § 1.13.) All others, including those who bought through third-party online sellers, are "brick-and-mortar retail" or "BMR" Class Members. (SA §§ 1.3.) A DTC Class Member who also bought at retail may claim those purchases only through the DTC process, so no one recovers in both groups. (SA §§ 4.3, 4.5.)

**B. The Settlement Consideration**

**1. Relief to DTC Class Members**

Each DTC Class Member automatically receives $100.00 from the Direct Benefit Pool, which is funded at $100.00 per DTC Class Member in Defendants' records (approximately $117,900.00) and trued up after preliminary approval if the confirmed count differs. (SA §§ 1.11–1.12, 4.2, 11.4.) The Settlement Administrator pays the Direct Benefit by check or electronic payment to the address or payment destination in Defendants' records within thirty days after the later of the Effective Date (the date the Judgment becomes final, SA § 1.14.) and completion of claims validation; it is never reduced pro rata, and a member who opts out does not receive it. (SA §§ 4.2, 6.1–6.2.) A DTC Class Member may also claim up to $85.00 more from the Common Fund for documented purchases during the Class Period, verified against Defendants' online records or by Documented Proof of Purchase, for a maximum of $185.00. (SA § 4.3.)

**2. Relief to BMR Class Members**

Any BMR Class Member may claim $40.00 on an affidavit-only basis, with no proof of purchase, by attesting to class membership under penalty of perjury and identifying at least one place of purchase—a store's name (or close approximation), city, and state, or an online seller's website—and the actual or approximate date. (SA §§ 4.4, 5.2.) The $40.00 payment approximates the average retail price of two units. (SA § 4.4.) A BMR Class Member who submits Documented Proof of Purchase may claim an additional amount equal to his or her documented purchases, up to $85.00 more, for a maximum of

$125.00; BMR Claims are limited to one per household unless additional Claims are supported by Documented Proof of Purchase. (*Ibid.*)

"Documented Proof of Purchase" is defined to fit the way the Products were actually sold: a receipt, order confirmation, or card statement identifying a 7Tabz purchase suffices on its own. (SA § 4.1.) A claimant whose receipt, order confirmation, or card statement identifies a kratom purchase but not the 7Tabz brand, which is common for purchases at smoke shops and gas stations, may instead submit that record, showing the amount paid, an approximate purchase location, and a date within the Class Period, together with a photograph of the Product packaging and a written identification of the Product, subject to the Settlement Administrator's reasonable discretion. (SA § 4.1; Braden Decl. ¶ 15.)

**3. Distribution of the Non-Reversionary Common Fund**

Claims are paid from the $1,200,000.00 non-reversionary Common Fund. (SA §§ 1.9, 4.3–4.4.) If funds remain after the Initial Distribution and the void date of its payment instruments, the Settlement Administrator will make a Supplemental Distribution—dollar-for-dollar up to each recipient's initial award, reduced pro rata if necessary—to every DTC Class Member who did not also submit a Claim and every Settlement Class Member whose Claim was paid, unless the residue is less than $50,000.00, in which case a further distribution would not be economically feasible. (SA § 6.3; Braden Decl. ¶ 15.) Any amount remaining thereafter will be distributed cy pres, subject to Court approval under Code of Civil Procedure section 384, to one or more addiction-recovery nonprofits. (SA § 6.4.) After the Effective Date, no portion of the Common Fund or the Direct Benefit Pool reverts to Defendants. (SA §§ 4.1, 6.4.)

**4. Guaranteed Funding Into Escrow**

Within fourteen days after full execution of the Settlement Agreement—that is, by October 12, 2026—Defendants must deposit the "Guaranteed Settlement Payments" into an interest-bearing Escrow Account established and controlled by the Settlement Administrator: the Direct Benefit Pool (approximately $117,900.00), the Common Fund ($1,200,000.00), the maximum Fee and Cost Award ($1,000,000.00), the maximum Service Award ($5,000.00), and a $300,000.00 Administration Reserve, each payable (other than the Reserve) without regard to the number or value of Claims. (SA § 11.1.) Defendants may not direct, withdraw, encumber, or borrow against the Escrow Account; nothing may be disbursed from it except as the Settlement Agreement provides or the Court orders; and full and timely

funding is a condition precedent to the Release. (SA §§ 11.2, 11.6.) Plaintiff will confirm the deposit at or before the hearing on this Motion. (Braden Decl. ¶ 17.)

**C. The Claims Process and Anti-Fraud Measures**

Claims may be submitted through the Settlement Website or by mail by the Claims Deadline, on a Claim Form that requires contact information, purchase information, a selected payment method (check, PayPal, Venmo, or Zelle), and an attestation under penalty of perjury. (SA § 5.2; SA Ex. D.) The Settlement Administrator reviews each Claim for timeliness, completeness, and validity using industry-standard fraud-detection measures—deduplication, velocity and pattern screening, comparison against Defendants' records and known Product pricing, and review of any Documented Proof of Purchase—may reject fraudulent, duplicative, or facially invalid Claims, and determines validity and amount in the first instance, without review by the Parties; a deficient but non-fraudulent claimant receives twenty-one days to cure. (SA §§ 5.3–5.6.)

**D. Attorneys' Fee and Cost Award and the Service Award**

Class Counsel will apply for a Fee and Cost Award not to exceed $1,000,000.00, inclusive of costs, and Plaintiff will apply for a Service Award not to exceed $5,000.00. (SA §§ 12.1, 12.5.) Defendants will not oppose either, both are paid separately from the class funds, any reduction does not affect the Settlement's validity, and the fee application will be filed at least fourteen days before the Objection Deadline and posted to the Settlement Website. (SA § 12.6.)

The fee is subordinated to the claims of the Settlement Class. After the Effective Date, the Settlement Administrator retains $200,000.00 of the awarded fee in a Fee Escrow until all Approved Claims are paid. (SA § 12.2.) If Approved Claims exceed the Common Fund, the excess is paid first from the Fee Escrow and then from the balance of the fee Class Counsel received, up to the full amount awarded; class payments are reduced pro rata only if Approved Claims exceed the Common Fund and the entire awarded fee combined. (SA §§ 6.2, 12.3.) The one exception is narrow: if Approved Claims consume so much of the fee that the remainder does not cover Class Counsel's documented litigation costs, Defendants will reimburse the unpaid balance of those costs, up to $50,000.00. (SA § 12.4.) Other than that backstop, Class Counsel has placed its entire fee at the disposal of the Settlement Class, so that up to $2,317,900.00 is available to pay Direct Benefits and Approved Claims. (SA §§ 6.2, 11.1, 12.3.)

### E. The Release

Settlement Class Members who do not opt out will release Defendants and the individual Released Parties identified in the Settlement Agreement, together with their parents, subsidiaries, affiliates, predecessors, successors, and assigns. (SA §§ 13.1, 13.3.) The Released Claims are claims 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. (SA § 13.2.) They expressly exclude any claim for personal injury, bodily injury, emotional distress arising from bodily injury, wrongful death, or survival, all of which are preserved, and the Civil Code section 1542 waiver applies only to the Released Claims. (SA §§ 13.2, 13.4.) The Release takes effect only upon the Effective Date and full funding. (SA § 13.3.)

### F. Requests for Exclusion and Objections

A Settlement Class Member may opt out by submitting an individual Request for Exclusion through the Settlement Website or by mail by the Opt-Out Deadline; a member who opts out receives no payment, is not bound by the Release, and may not object. (SA § 9.1.) A member who has not opted out may object to the Settlement, the fee, or the Service Award by mailing a written objection, postmarked by the Objection Deadline, containing the information set out in the Long-Form Class Notice (SA Ex. A) and Email Notice (SA Ex. B). Class Counsel will file all objections and responses with the Motion for Final Approval. (SA § 9.2; Proposed Order ¶ 8.) The Claims, Opt-Out, and Objection Deadlines all fall on the Response Deadline, the later of sixty days after the Notice Date and ninety days after entry of the Preliminary Approval Order. (SA §§ 1.6, 1.19–1.20.)

## IV. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

### A. The Standard for Preliminary Approval of a Class Action Settlement

Public policy strongly favors the settlement of class actions. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1382.) A class settlement requires the Court's approval in three steps: preliminary approval, notice, and a final approval hearing. (Cal. Rules of Court, rule 3.769(a), (c), (e)–(g).) At the preliminary approval stage, the question is whether the proposed settlement is within the "ballpark of reasonableness," that is, sufficiently fair, reasonable, and adequate on its face to justify notice to the class and a hearing. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *Dunk v. Ford Motor*

*Co.* (1996) 48 Cal.App.4th 1794, 1801–02.) The court has broad discretion, and it does not resolve the merits but ensures that the settlement is not "the product of fraud or overreaching by, or collusion between, the negotiating parties," and that it is fair to the class as a whole. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235, 245; *Dunk*, at p. 1801.) The relevant factors include "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801; *Kullar*, *supra*, 168 Cal.App.4th at p. 128.)

A presumption of fairness arises where "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Dunk*, at p. 1802; *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581.) The Court must also have before it enough information about the value of the class's claims to make an informed judgment about whether the amount offered is reasonable. (*Kullar*, at pp. 129–130, 133; *Clark v. Am. Residential Services LLC* (2009) 175 Cal.App.4th 785, 801.)

**B. The Settlement Is Fair, Reasonable, and Adequate**

**1. The Settlement Satisfies the Requirements for a Presumption of Fairness**

The first three elements of the *Dunk* presumption are satisfied now; the fourth will be addressed at final approval.

***Arm's-length negotiation.*** The Settlement is the product of a full-day, in-person mediation before a retired superior court judge, followed by three months of negotiation over the long-form Settlement Agreement between experienced counsel on both sides. (SA § 2.7; Braden Decl. ¶ 13.) The involvement of an experienced neutral, and the sequence in which fees were negotiated, support a finding that the Settlement was not the product of collusion. (See *Wershba*, *supra*, 91 Cal.App.4th at p. 245; *Kullar*, *supra*, 168 Cal.App.4th at p. 129.)

***Stage of the proceedings and sufficiency of information.*** The Settlement was reached before formal discovery, but Plaintiff's Counsel's independent investigation and Defendants' pre-mediation

production of sales, unit, customer, and financial data allowed counsel to estimate the size of the Settlement Class, to value the claims, and to evaluate Defendants' ability to pay—enough for counsel, and for the Court, to "act intelligently." (Braden Decl. ¶ 12; *Dunk, supra,* 48 Cal.App.4th at p. 1802; see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1149–1150.)

***Experienced counsel.*** Lynch Carpenter, LLP has served as class counsel in numerous consumer class actions nationwide, including settlements approved by this Court and other departments of the San Diego Superior Court. (Braden Decl. ¶¶ 4, 27, Ex. 2; see, e.g., *Nunez v. Saks OFF 5TH LLC* (Super. Ct. San Diego County, Nov. 1, 2024, No. 37-2024-00024810-CU-BT-NC) [Freeland, J.].) The firm has also been at the forefront of consumer litigation against the 7-OH and broader kratom industry, obtaining several of the pleading-stage orders addressing the duty to disclose in this context.[7] This Court has already found Lynch Carpenter "sufficiently experienced" to serve as interim lead class counsel. (ROA No. 25; SA § 2.5.) Counsel's considered judgment that the Settlement is fair, reasonable, and in the best interests of the Settlement Class is entitled to substantial weight. (See *Kullar, supra,* 168 Cal.App.4th at p. 129; *Nordstrom Com. Cases, supra,* 186 Cal.App.4th at pp. 581–582.)

***Reaction of the class.*** This element cannot be assessed until notice issues; Plaintiff will report the reaction of the Settlement Class at final approval.

**2. The Settlement Reflects the Substantial Risks of Continued Litigation**

Plaintiff believes his claims are strong. But a settlement is not measured against the best result Plaintiff could hope to obtain at trial; it is measured against the realistic risks, costs, and delays of getting there. (See *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 625 [settlement need not be "the best possible"]; *Wershba, supra,* 91 Cal.App.4th at p. 250.)

***Liability***. Plaintiff's claims sound in omission, which is actionable under the UCL, FAL, and CLRA only where the defendant had a duty to disclose—where the omission concerns an unreasonable safety hazard or the defendant had exclusive knowledge of a material fact, actively concealed it, or made misleading partial representations. (See *Collins v. eMachines, Inc.* (2011) 202 Cal.App.4th 249, 255–256.)

[7] See, e.g., *J.J. v. Ashlynn Marketing Group, Inc., supra*, ECF No. 31 at p. 19 (Curiel, J.) [failure to disclose addiction risk of kratom products sufficiently alleged an unreasonable safety hazard giving rise to a duty to disclose]; *id.* (July 1, 2025) ECF No. 77 at p. 30 [recognizing two independent routes to a duty to disclose]; *B.D. v. MIT45, Inc.* (S.D. Cal. July 3, 2024, No. 3:24-cv-00499-L-DEB) ECF No. 10 at p. 12 (Lorenz, J.) [same].

Federal courts applying California law have held that a kratom or 7-OH seller's failure to disclose the risk of addiction adequately alleges an unreasonable safety hazard. (See, e.g., *J.J. v. Ashlynn Marketing Group, Inc.* (S.D. Cal. Sept. 20, 2024, No. 3:24-cv-00311-GPC-MSB) ECF No. 31 at p. 19.) Those rulings came at the pleading stage, however; no California appellate court has addressed the question, and Defendants would contest whether the dependence risk of a then-lawful botanical product is a "safety hazard" and whether they knew of it when the Products were sold. (Braden Decl. ¶ 28.)

***Materiality, reliance, and class certification***. California law permits an inference of classwide reliance where an omission is material. (*In re Tobacco II Cases* (2009) 46 Cal.4th 298, 327–328; *Massachusetts Mutual Life Ins. Co. v. Superior Court* (2002) 97 Cal.App.4th 1282, 1292–94.) Defendants would argue—as other kratom and 7-OH defendants have—that purchasers had widely varying motivations and levels of awareness, that some were indifferent to the undisclosed risks, and that those individual questions would defeat predominance. (Braden Decl. ¶ 18.) Plaintiff believes materiality is judged by an objective reasonable-consumer standard and that the argument fails (see *In re JUUL Labs, Inc., Marketing, Sales Practices & Products Liability Litig.* (N.D. Cal. 2022) 609 F. Supp. 3d 942, 969), but it has not been decided at certification in any kratom or 7-OH case, including *B.D. v. MIT45, Inc.* (S.D. Cal., No. 3:24-cv-00499-L-DEB), where Class Counsel's certification motion is pending, and it presents a genuine risk. (Braden Decl. ¶ 18.) The risk is compounded for the retail segment: most Settlement Class Members bought from third-party stores that keep no customer records, so even a certified class would face difficult questions of proof at trial. (SA § 7.2.)

***Remedy***. Even if Plaintiff prevailed on liability, monetary relief is not assured. Restitution under the UCL and FAL is measured by the difference between the price paid and the value received, and courts have denied restitution where plaintiffs proved liability but not that difference. (*In re Tobacco II Cases*, *supra*, 46 Cal.4th at p. 802; see *Kwikset Corp. v. Superior Court* (2011) 51 Cal.4th 310, 329–330.) Plaintiff would argue for a full refund, on the theory that a reasonable consumer would not have bought a habit-forming, opioid-receptor-active product at all had the risk been disclosed; Defendants would argue that purchasers received the effects they paid for and that any recovery is limited to a price premium; and either measure would require competing expert analysis, as would CLRA damages. (Braden Decl. ¶ 19.) A

litigated victory could therefore yield less per class member than the Settlement provides now—if anything at all.

***Collectability***. The risk that dominates all the others is that a judgment, if ever obtained, could not be collected. The federal government has moved to place concentrated 7-OH in Schedule I by emergency order, one of the Products' active ingredients is already there, and California and a growing list of other states have banned the products outright. (Braden Decl. ¶ 8.) Given the regulatory landscape, Plaintiff's Counsel has strong reason to believe that the market for the Products will not survive by the time it would take to try this case and collect a judgment. (*Id.* at ¶¶ 8, 12.) That is why the Settlement requires Defendants to fund the guaranteed consideration into an Administrator-controlled escrow within fourteen days of execution (SA § 11.1), and it is the single most important reason the Settlement is in the best interests of the Settlement Class.

**3. The Settlement Value is Well Within the Range of Reasonableness**

*Kullar* and *Clark* ask the Court to compare what the Settlement delivers with what the class could realistically recover. (*Kullar*, *supra*, 168 Cal.App.4th at pp. 129–130; *Clark*, *supra*, 175 Cal.App.4th at p. 801.) Plaintiff's Counsel made that comparison using the sales, unit, and financial data Defendants produced before the mediation on the understanding that it would be kept confidential. (SA § 16.13.) Plaintiff therefore states the comparison in relative terms here and will lodge the underlying figures conditionally under seal if the Court wishes. (Braden Decl. ¶ 12.) The theoretical ceiling of the class's recovery is a full refund of every Class Period purchase, and Defendants' aggregate revenue from the Products over the Class Period exceeds the Settlement consideration. (*Ibid.*) Measured against that ceiling, the guaranteed, non-reversionary class relief of amounts to a low percentage of Defendants' gross revenue from the Products. (*Ibid.*)

The ceiling assumes that every purchaser would recover a full refund, which is Plaintiff's best case. The far likelier litigated measure, a price premium reflecting the value of the undisclosed risk, would be a fraction of the purchase price, so the Settlement represents a substantially higher percentage of the recovery actually at stake. (See *In re Tobacco II Cases*, *supra*, 240 Cal.App.4th at p. 802.) Decisively, the figure that bounds the class's recovery is not Defendants' historical revenue but their present ability to pay.

The per-member relief is also substantial in relation to the injury alleged. The Products retail for roughly $20.00 per unit, so a BMR Class Member who bought one or two units recovers roughly what he or she paid on a sworn claim alone, and up to $125.00 with documentation; a DTC Class Member receives $100.00 automatically and up to $185.00. (SA §§ 4.2–4.4.) And because up to $1,000,000.00 in fees stands behind the Common Fund, the structure gives the Settlement Class a "guaranteed, fixed, immediate, and substantial recovery" of a kind that a litigated judgment could not. (SA §§ 6.2, 12.3; see *Spann v. J.C. Penney Corp.* (C.D. Cal. 2016) 314 F.R.D. 312, 327.)

**C. The Settlement Has No Obvious Deficiencies, and the Release is Appropriately Tailored**

Courts scrutinize class settlements for overbroad releases, preferential treatment of the class representative, and other structural defects. (See *Kullar*, *supra*, 168 Cal.App.4th at p. 133; *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118–20.) None is present here.

***The release***. The Released Claims are confined to claims for economic or monetary relief that arise from or relate to the purchase, marketing, advertising, labeling, sale, or distribution of the Products during the Class Period, and the Civil Code section 1542 waiver is limited to those claims. (SA §§ 13.2, 13.4.) The release expressly preserves every claim for personal injury, bodily injury, emotional distress arising from bodily injury, wrongful death, and survival. (SA § 13.2.) That carve-out is not boilerplate: personal-injury and wrongful-death actions are pending against kratom and 7-OH industry participants, and mass-tort counsel are advertising for injured users,[8] and none of those claims are released here. No Settlement Class Member gives up a bodily-injury claim or the special damages (medical expenses, lost earnings) and general damages (pain and suffering) that accompany it. (*Ibid.*) Releases tailored in this way are routinely approved. (See *Wershba*, *supra*, 91 Cal.App.4th at pp. 250–251.)

***No preferential treatment***. Every member of each tier has the same claim and the same opportunity to recover for documented purchases, and the tiers differ only because Defendants' records allow DTC purchases to be verified and paid automatically. (SA §§ 4.2–4.4, 7.2.) Plaintiff's Service Award of up to $5,000.00 is modest, subject to Court approval, and paid separately from the class funds; it compensates

[8] See, e.g., the wrongful-death petition filed July 13, 2026 in the Jackson County (Missouri) Circuit Court alleging fatal 7-OH toxicity, reported in Family Says Convenience Store's Kratom Product Killed Their Brother, KCTV5 (July 15, 2026), https://www.kctv5.com/2026/07/15/sink-into-serenity-family-says-convenience-stores-kratom-product-killed-their-brother/, [as of Sept. 29, 2026].

him for the time, effort, and reputational exposure of serving as named plaintiff in a case involving a stigmatized product. (SA § 12.5; Braden Decl. ¶ 26.)

***The fee structure***. Defendants have agreed not to oppose a Fee and Cost Award of up to $1,000,000.00, which they must fund into escrow along with the class consideration. (SA §§ 11.1, 12.1.) Class Counsel obtained as much of that total for the Settlement Class as Defendants would agree to, and the fee amount was negotiated last. (SA § 2.8; Braden Decl. ¶ 13) If the Court awards less than the full amount requested, the difference returns to Defendants and is not available to pay Approved Claims that exceed the Common Fund, whereas the full award remains available to the class, dollar for dollar, if claims exceed the fund. (SA §§ 12.3, 12.6.) The fee will be requested by separate motion under *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489–490, supported by a record of work that the docket in this Action does not reflect, from the Federal Action through mediation and long-form negotiations. (SA § 12.1; Braden Decl. ¶¶ 11, 25)

## V. THE PROPOSED NOTICE PLAN SHOULD BE APPROVED

The content and manner of notice are committed to the Court's discretion. (Cal. Rules of Court, rule 3.766(d)–(e); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 57.) Notice is adequate if it "has a reasonable chance of reaching a substantial percentage of the class members" and "fairly apprise[s] the class members of the terms of the proposed compromise and of the options open to dissenting class members." (*Wershba, supra*, 91 Cal.App.4th at p. 251.) Where class members cannot be individually identified, notice may be given by publication or other means reasonably calculated to reach them. (Cal. Rules of Court, rule 3.766(f).)

***Direct Email and Mail Notice.*** By the Notice Date—no later than thirty days after entry of the Preliminary Approval Order—the Settlement Administrator will send the Email Notice (SA Ex. B) to every DTC Class Member at each email address in Defendants' records, with re-sends and alternate routing for bounced messages. (SA §§ 1.18, 7.1.) If a DTC Class Member has no email address, or if email notice remains undeliverable, the Settlement Administrator will mail the Long-Form Class Notice (SA Ex. A) by first-class mail to the member's last known address, updated through the National Change of Address database, with re-mailing and skip tracing for returned mail. (SA § 7.1.)

***Digital Publication Notice.*** Because no records exist from which BMR Class Members can be identified, the Settlement Administrator will implement a digital publication program designed to reach them, developed by its notice partner Élan, which ran the publication notice in the only kratom-related class settlement to reach final approval to date, *In re Botanic Tonics Litigation* (N.D. Cal., No. 3:23-cv-01460-VC). (SA § 7.2; Braden Decl. ¶ 23.) The program will deliver an estimated 18.5 million impressions over a 45-day campaign across programmatic display, paid social, online video, and paid search, supplemented by a national press release, targeted to audiences whose demographics, interests, and online behavior match those of kratom and 7-OH purchasers, including keywords such as "7Tabz" and "7OH." (*Ibid.*) It is designed to reach approximately seventy percent of the estimated 300,000-member Settlement Class at an average frequency of 2.5 to 3 exposures, within the range the Federal Judicial Center identifies as adequate,[9] and it is built on channels Élan has successfully used for kratom-related notice despite the platforms' automated restrictions on kratom-related advertising, with contingency placements if any channel becomes unavailable. (*Ibid.*) The Settlement Administrator's declaration in support of final approval will report on the program's implementation and results. (*Ibid.*)

***Settlement Website and Toll-Free Line.*** By the Notice Date, the Settlement Administrator will establish a Settlement Website with the Long-Form Class Notice, online claim submission, an electronic opt-out mechanism, key case documents, and all deadlines, live until at least ninety days after all payments are distributed, and a case-specific toll-free number through which Settlement Class Members may obtain information and request paper notices and Claim Forms. (SA § 7.3.)

***Content of the notices.*** The Long-Form Class Notice (SA Ex. A), Email Notice (SA Ex. B), and Claim Form (SA Ex. D) are written in plain language and follow the question-and-answer format recommended by the Federal Judicial Center.[10] (Braden Decl. ¶ 24.) Each explains the Action, the Settlement Class definition, the relief and how to obtain it, the fee and Service Award requests, the release with its personal-injury carve-out set out prominently, the procedures and deadlines for claiming, opting out, objecting, and appearing, and the binding effect of the judgment, satisfying rule 3.766(d) and

[9] Federal Judicial Center, Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010) p. 3 [reach of 70 to 95 percent of the class is a reasonable range for a notice campaign].

[10] Federal Judicial Center, Judges' Class Action Notice and Claims Process Checklist, *supra*, at pp. 4–5.

*Wershba*. (SA Exs. A, B.) The Digital Publication Notice (SA Ex. C) will be finalized by the Settlement Administrator in the format appropriate to each placement medium, guided by Élan's platform-compliance experience and settled best practices for digital notice; short-form digital creative of this kind is standard in consumer class settlements, including those this Court has approved. (SA §§ 1.7, 7.2; see *Nunez*, *supra*, No. 37-2024-00024810-CU-BT-NC [Settlement Agreement Ex. D, digital publication notice]; Braden Decl. ¶ 24.) Taken together, the Notice Plan provides individual notice to every Settlement Class Member who can be identified, a targeted publication campaign for those who cannot, and a website and toll-free line for complete information. It is the best notice practicable under the circumstances and should be approved.

## VI. THE SETTLEMENT CLASS SHOULD BE PROVISIONALLY CERTIFIED

Under Code of Civil Procedure section 382, the party seeking certification must show "the existence of both an ascertainable class and a well-defined community of interest among the class members"—predominant common questions, typicality, and adequacy—and that class treatment will provide substantial benefits. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326; *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.) Civil Code section 1781 imposes parallel requirements for CLRA claims. Where certification is sought for settlement purposes only, the court need not consider trial manageability. (See *Dunk*, *supra*, 48 Cal.App.4th at pp. 1807–1808 & fn. 19.) Defendants stipulate to certification for settlement purposes. (SA § 3.1.)

### A. The Settlement Class is Ascertainable and Numerous

A class is ascertainable when it is defined "in terms of objective characteristics and common transactional facts" that make it possible to identify members when that becomes necessary. (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 915; *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980; see *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 705.) The Settlement Class is defined by objective criteria—the purchase of a 7Tabz Product in the United States, for personal use, during a defined period (SA § 1.27)—and members need not be identified in advance (*Daar*, at p. 705; *Nicodemus v. Saint Francis Memorial Hospital* (2016) 3 Cal.App.5th 1200, 1212). Defendants' records identify approximately 1,179 DTC Class Members, and the rest can self-identify through the Claim Form. (SA §§

1.13, 4.4, 5.2.) Numerosity is plainly satisfied. The Parties estimate on that that the Settlement Class comprises approximately 300,000 purchasers nationwide. (Braden Decl. ¶ 12.) Joinder is impracticable. (See *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.)

**B. Common Questions of Law and Fact Predominate**

The predominance inquiry asks whether "the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." (*Brinker*, *supra*, 53 Cal.4th at p. 1021.) The claims arise from a single course of conduct—the sale of the Products without disclosure of their dependence and withdrawal risks—and turn on common questions: whether the Products carry the risks alleged, whether Defendants knew of and had a duty to disclose them, and whether the omission was material to a reasonable consumer. (See *In re Tobacco II Cases*, *supra*, 46 Cal.4th at pp. 324–327; *Massachusetts Mutual*, *supra*, 97 Cal.App.4th at pp. 1292–94 [materiality of an omission is judged objectively and is a common question].) The individual questions that remain—how much each member paid and through which channel—are the ordinary incidents of a consumer omission case, are addressed by the tiered claims structure, and do not defeat predominance. (See *Sav-On*, *supra*, 34 Cal.4th at p. 334.)

**C. Plaintiff's Claims Are Typical of the Class Claims**

Typicality requires only that the representative's claims arise from the same practice or course of conduct and rest on the same legal theory as the claims of the class. (*Martinez v. Joe's Crab Shack Holdings* (2014) 231 Cal.App.4th 362, 375; *Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) Plaintiff purchased the Products at retail during the Class Period without disclosure of the risks alleged and asserts the same claims on the same theory as every other Settlement Class Member. (Braden Decl. ¶¶ 6–7; Compl. ¶¶ 69–70.) Because the alleged omission is the same regardless of where a purchaser bought the Products, his claims are typical of both DTC and BMR Class Members. (See Compl. ¶¶ 69–70.)

**D. Plaintiff and Class Counsel Are Adequate**

Adequacy requires that the representative and counsel have no conflicts with the class and will vigorously prosecute the action on its behalf. (See *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 449.) Plaintiff shares the Settlement Class's interest in obtaining redress and has no interests antagonistic

to it. (Braden Decl. ¶ 26.) Plaintiff's requested Service Award is paid separately from class relief and is subject to the Court's approval, so it creates no conflict. (SA § 12.5.) Plaintiff has participated actively in the litigation by providing information to counsel, staying informed of the proceedings, and reviewing and approving the Settlement. (Braden Decl. ¶ 26.) Lynch Carpenter, LLP is among the most experienced firms in the country in kratom and 7-OH class litigation (Braden Decl. ¶¶ 27–28), and, as this Court recognized in appointing it interim lead class counsel, it "sufficiently satisfies the requirements of Federal Rules of Civil Procedure, Rule 23(g)." (ROA No. 25; SA § 2.5.)

### E. Class Treatment is Superior

Class treatment is superior where individual claims are too small to litigate separately and where a class action avoids duplicative litigation and inconsistent results. (See *Linder, supra*, 23 Cal.4th at pp. 434–435, 445–446; *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 468.) Each Settlement Class Member's economic claim is measured in tens of dollars, and no rational purchaser would litigate it individually. Absent this Settlement, Defendants would retain all or nearly all of the benefit of the alleged wrong. (See *Daar, supra*, 67 Cal.2d at p. 715.)

## VII. THE COURT SHOULD APPOINT THE CLASS REPRESENTATIVE, CLASS COUNSEL, AND SETTLEMENT ADMINISTRATOR; APPROVE THE QUALIFIED SETTLEMENT FUND; ENTER THE PROPOSED SCHEDULE; AND STAY THE ACTION

### A. Class Representative, Class Counsel, and Settlement Administrator

For the reasons stated in Section VI.D, Plaintiff S.C. should be provisionally appointed Class Representative, and Lynch Carpenter, LLP should be provisionally appointed Class Counsel for settlement purposes. (SA §§ 1.21, 8.2; Braden Decl. ¶¶ 26–28.)

The Parties jointly selected RG/2 as Settlement Administrator after comparing competing proposals from two nationally recognized administrators. (SA § 1.1; Braden Decl. ¶ 20.) RG/2 is, to Class Counsel's knowledge, the only administrator to have administered a kratom-related class settlement through final approval. (*Id.* at ¶ 21.) In *In re Botanic Tonics Litigation*, it delivered email notice to more than 40,000 identified purchasers and a digital campaign that reached seventy-five percent of the estimated class, then screened more than 736,000 submitted claims to identify the roughly 48,000 that were valid—

work the district court credited in its final approval order.[11] (*Ibid.*) Because a settlement that pays retail purchasers on affidavit alone will attract fraudulent and bulk claims, RG/2 has advised that it will apply up-front protocols designed to detect automated submissions and confirm that each claimant is a real person. (*Id.* at ¶ 22.) Every electronic claim will be risk-scored at submission through LexisNexis Emailage, and flagged claims will be routed to knowledge-based authentication through LexisNexis InstantID Q&A. (*Ibid.*) The claim portal will permit one claim per login per verified email address, require claimants to register of a login, and use CAPTCHA. (*Ibid.*) RG/2 has budgeted notice and administration at $205,273, within the $300,000.00 Administration Reserve, and Defendants bear all Notice and Administration Costs. (SA § 1.17; *id.* at ¶ 20.)

**B. The Escrow Account Should Be Approved as a Qualified Settlement Fund**

The Settlement Agreement provides that the Preliminary Approval Order will approve the Escrow Account as a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation section 1.468B-1, subject to the Court's continuing jurisdiction. (SA § 11.3.) Unlike an ordinary contractual escrow, a QSF must be established by order of, or approved by, a court and remains subject to that court's continuing jurisdiction, so the consideration is held under judicial supervision from preliminary approval forward. (Treas. Reg. § 1.468B-1(c)(1).) It is a separate taxable entity, so the fund—not Defendants and not the Settlement Class—bears tax on its earnings, with the Settlement Administrator making the required filings. (SA §§ 6.5, 11.3; Treas. Reg. §§ 1.468B-2, 1.468B-5.) The account converts upon entry of the order without any further transfer, so the deposited consideration does not return to Defendants' control. (SA § 11.3.) The Proposed Order includes the necessary findings. (Proposed Order ¶ 6.)

**C. The Proposed Schedule**

The Settlement Agreement sets a single Response Deadline for Claims, Requests for Exclusion, and objections—the later of sixty days after the Notice Date and ninety days after entry of the Preliminary Approval Order. (SA §§ 1.6, 1.19–1.20.) Plaintiff proposes the following schedule, keyed to entry of the Preliminary Approval Order ("PAO"):

[11] *In re Botanic Tonics Litigation* (N.D. Cal. Oct. 20, 2025, No. 3:23-cv-01460-VC) Dkt. No. 158 at pp. 5, 7 [final approval order finding that RG/2 "implemented appropriate and necessary measures to identify and reject presumptively fraudulent claims" and approving its fees for "the extensive work required to identify and screen fraudulent claims"]; see also *id.*, Dkt. No. 147-2 (Aug. 4, 2025) [RG/2 declaration describing notice results and fraud analysis].

| Event | Timing |
|---|---|
| Defendants provide DTC Class Member data to the Settlement Administrator (SA § 5.1) | Within 5 business days after entry of the PAO |
| Direct Benefit Pool true-up to confirmed DTC Class Member count (SA § 11.4) | Within 14 days after entry of the PAO |
| Notice Date: Email Notice sent, Digital Publication Notice commenced, Settlement Website and toll-free line live (SA §§ 1.18, 7.1–7.3) | Within 30 days after entry of the PAO |
| Class Counsel files Motion for Fee and Cost Award and Service Award; posted to Settlement Website (SA § 12.1) | Within 75 days after entry of the PAO, and in any event at least 14 days before the Response Deadline |
| Response Deadline: last day to submit a Claim, request exclusion, or object (Claims Deadline, Opt-Out Deadline, and Objection Deadline) | The later of 90 days after entry of the PAO and 60 days after the Notice Date |
| Settlement Administrator provides Exclusion Report to counsel (SA § 9.1) | Within 7 days after the Response Deadline |
| Plaintiff files Motion for Final Approval, with all objections and responses and the Settlement Administrator's declaration of compliance with the Notice Plan | At least 10 calendar days before the Final Approval Hearing, or as the Court otherwise directs |
| Final Approval Hearing | On a date and at a time set by the Court |

Plaintiff requests that the Court set the Final Approval Hearing at its convenience on a date that accommodates the sequence above—a date in or after March 2027 would do so.

**D. Stay of Proceedings and Interim Bar**

Finally, Plaintiff requests that the Court stay all proceedings other than those necessary to effectuate the Settlement, and bar Settlement Class Members who have not opted out from commencing or prosecuting any Released Claim against any Released Party, pending its determination whether to grant final approval. (SA § 8.3; Proposed Order ¶ 11.) The bar does not extend to any personal-injury claim, none of which is released (SA § 13.2), and the stay and bar dissolve automatically if the Settlement Agreement is terminated (SA § 8.3.)

## VIII. CONCLUSION

For the reasons stated above, Plaintiff respectfully requests that the Court find the Settlement fair, reasonable, and adequate, and enter the proposed Preliminary Approval Order: (1) granting preliminary

approval of the Settlement on the terms of the Settlement Agreement (Braden Decl., Ex. 1); (2) provisionally certifying the Settlement Class for settlement purposes; (3) approving the form, content, and manner of dissemination of the Class Notice (SA Exs. A–D); (4) provisionally appointing Plaintiff S.C. as Class Representative and Lynch Carpenter, LLP as Class Counsel; (5) appointing RG/2 Claims Administration LLC as Settlement Administrator; (6) approving the Escrow Account as a qualified settlement fund subject to the Court's continuing jurisdiction; (7) entering the schedule of remaining events and setting the Final Approval Hearing; and (8) staying all proceedings in this Action, and barring the prosecution of Released Claims by Settlement Class Members, until the Court rules on final approval.

Plaintiff respectfully submits that the Settlement provides substantial, guaranteed benefits to the Settlement Class and that this Motion should be granted in its entirety.

Dated: September 29, 2026

**LYNCH CARPENTER, LLP**

By: */s/ Scott G. Braden*

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Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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*Attorneys for Plaintiff*
*and Proposed Class Counsel*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

S.C., individually and on behalf of all others similarly situated,

Plaintiff,

v.

7TABZ RETAIL, LLC, a Florida limited liability company, 7TABZ DISTRIBUTION, LLC, a Florida limited liability company, and DOES 1-20, inclusive,

Defendants.

Case No. 26CU001419N

**DECLARATION OF SCOTT G. BRADEN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION**

Date: October 23, 2026
Time: 1:30 p.m.
Judge: Hon. Cynthia A. Freeland
Dept: N-27

I, Scott G. Braden, declare as follows:

1. I am an attorney duly admitted to practice before all courts of the State of California and a partner at Lynch Carpenter, LLP, counsel for Plaintiff S.C. ("Plaintiff"), interim lead class counsel for the putative class by order of this Court entered June 5, 2026, and proposed Class Counsel for the Settlement Class. I make this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Provisional Class Certification. I have personal knowledge of the facts stated herein, except for facts I attribute to information provided by Defendants or by RG/2 Claims Administration LLC ("RG/2"), which I state on information and belief based on my review of that information, and if called as a witness I could and would testify competently to them.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement Agreement, together with its Exhibits A (Long-Form Class Notice), B (Email Notice), C (Digital Publication Notice),

D (Claim Form), and E ([Proposed] Preliminary Approval Order). The Settlement Agreement was fully executed on September 28, 2026.

3. The [Proposed] Preliminary Approval Order lodged with this Motion is based on Exhibit E to the Settlement Agreement, which was fixed as of the Settlement Agreement's execution on September 28, 2026. After execution, Plaintiff's counsel made non-material revisions, none of which alter any substantive term of the Settlement Agreement or any right of a Settlement Class Member.

4. Attached hereto as Exhibit 2 is a true and correct copy of the firm resume of Lynch Carpenter, LLP.

5. Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC (together, "7Tabz" or "Defendants") manufactured, marketed, and sold products containing 7-hydroxymitragynine ("7-OH") and, in the 20 mg tablets, mitragynine pseudoindoxyl, under the "7Tabz" brand, including 7-OH tablets in 15 mg and 30 mg dosages, 7-Hydroxy+Pseudo tablets in a 20 mg dosage, and 7-OH shots (the "Products"). 7Tabz Distribution, LLC sold the Products to distributors and wholesalers for resale at smoke shops, convenience stores, gas stations, and other retail outlets nationwide. 7Tabz Retail, LLC sold directly to consumers through the 7Tabz website, which accounted for a small fraction of total sales. 7-OH is a minor alkaloid of the kratom plant that occurs naturally in trace amounts. Plaintiff alleges that the Products contain 7-OH that has been isolated and concentrated. The published scientific literature I have reviewed reports that concentrated 7-OH acts as an agonist at the body's mu-opioid receptors with a potency substantially greater than that of the kratom leaf, and regular use carries a risk of physical dependence and, upon cessation, withdrawal symptoms of the kind associated with opioids.

6. Plaintiff alleges that Defendants marketed and sold the Products without disclosing those risks on the Products' packaging, labeling, or marketing materials, and that a reasonable consumer would have considered those risks material. On that basis, Plaintiff asserts claims under California's Unfair Competition Law ("UCL"), False Advertising Law ("FAL"), and Consumer Legal Remedies Act ("CLRA"), and for fraudulent omission, breach of implied warranty, and unjust enrichment. Defendants deny all allegations and deny any liability.

7. As alleged in the Complaint and as Plaintiff has informed me, Plaintiff purchased the Products from a smoke shop in Carlsbad, California, beginning in mid-2024. Within weeks his use

escalated to daily purchases of single-dose packets, and he learned that the Products were habit-forming only when he stopped using them and experienced withdrawal. Nothing on the Products' packaging disclosed a risk of dependence or withdrawal. Plaintiff purchased the Products at retail and did not purchase from the 7Tabz website.

8. The regulatory environment surrounding 7-OH products changed materially during the course of this litigation. In June 2025, the U.S. Food and Drug Administration issued a warning letter to 7Tabz Retail concerning its 7-OH products,[1] and in July 2025 it recommended that concentrated 7-OH be scheduled under the Controlled Substances Act.[2] In July 2026, the U.S. Drug Enforcement Administration published notice of its intent to place 7-OH in Schedule I by temporary order,[3] and in August 2026 it temporarily placed mitragynine pseudoindoxyl, an ingredient of the 20 mg Products, in Schedule I.[4] In October 2025, the California Department of Public Health announced that products containing kratom or 7-OH are illegal to sell in California,[5] and a number of other states have prohibited or restricted the sale of 7-OH products. Those developments bear on both the materiality of the risks Plaintiff alleges were not disclosed and as discussed below, the collectability of any judgment against Defendants.

9. On May 13, 2025, D.O., individually and on behalf of a putative class, 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-PA-RAO (C.D. Cal.) (the "Federal Action"). The Federal Action asserted claims arising from the same alleged omissions at issue here. Lynch Carpenter represented the plaintiff in the Federal Action. 7Tabz Retail moved to dismiss the original complaint (Dkt.

[1] FDA Warning Letter, June 25, 2025, https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/7tabz-retail-llc-709546-06252025, [as of Sept. 29, 2026].

[2] FDA News Release, FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers, July 29, 2025, https://www.fda.gov/news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers, [as of Sept. 29, 2026].

[3] DEA Press Release, DEA to Temporarily Schedule 7-OH and Related Substances to Protect Public Safety, July 1, 2026, https://www.dea.gov/press-releases/2026/07/01/dea-temporarily-schedule-7-oh-and-related-substances-protect-public [as of Sept. 29, 2026].

[4] Temporary Placement of Mitragynine Pseudoindoxyl, MGM-15, and MGM-16 in Schedule I, 91 Fed. Reg. 54948 (Aug. 26, 2026).

[5] Cal. Dept. of Public Health, News Release No. NR25-016 (Oct. 24, 2025) https://www.cdph.ca.gov/Programs/OPA/Pages/NR25-016.aspx [as of Sept. 29, 2026]. The DEA's notice of intent catalogues the state laws: nine states (Alabama, Arkansas, Florida, Indiana, Kentucky, Louisiana, Ohio, Vermont, and Wisconsin) prohibit 7-OH, and others, including Arizona, Colorado, South Carolina, and Texas, cap its concentration. (91 Fed. Reg. at p. 40920.)

No. 18); the plaintiff filed an amended complaint (Dkt. No. 26), which mooted the motion (Dkt. No. 27); and 7Tabz Retail moved to dismiss the amended complaint on October 6, 2025 (Dkt. No. 32). Those motions previewed Defendants' principal legal defenses before any settlement discussions. In the interim, 7Tabz Retail's chief executive submitted a sworn declaration contesting whether the Products had been sold in California when the plaintiff alleged he first purchased them. Rather than litigate that dispute, the plaintiff voluntarily dismissed the Federal Action without prejudice on October 7, 2025, before the second motion was briefed, so that the claims could be refiled with a different named plaintiff and with 7Tabz Distribution added as a defendant. (Dkt. No. 33.)

10. On January 12, 2026, Plaintiff filed this Action against both Defendants and, the same day, served a notice under Civil Code section 1782 on 7Tabz Retail, LLC. On January 23, 2026, a different firm filed an overlapping putative class action, *Z.B. v. 7Tabz Retail, LLC*, No. 3:26-cv-00440-JLS-DDL (S.D. Cal.). My firm filed a Notice of Related Case identifying that action on February 18, 2026 (ROA No. 16.) Plaintiff moved for appointment of Lynch Carpenter as interim lead class counsel on February 18, 2026. The *Z.B.* plaintiffs voluntarily dismissed their action on March 11, 2026 (Z.B. Dkt No. 5), and on June 5, 2026, this Court appointed Lynch Carpenter interim lead class counsel, finding that the firm is "sufficiently experienced" and that it "sufficiently satisfies the requirements of Federal Rules of Civil Procedure, Rule 23(g)." (ROA No. 25.) The case has not otherwise been litigated on the merits.

11. Before and after filing this Action, my firm conducted an extensive investigation into the Products and Defendants' practices. That investigation included review of the scientific literature concerning 7-OH's pharmacology, receptor activity, and dependence potential; review of the federal and state regulatory record, including FDA communications and state legislative activity concerning kratom and 7-OH; review of Defendants' website, product packaging and labeling, marketing materials, and social media presence; and investigation of Defendants' sales and distribution channels, including the retail outlets through which the Products reach consumers and the timing and geography of that distribution.

12. In advance of mediation, and at my firm's request, Defendants provided sales, revenue, and unit data by channel and by state, the number of direct-to-consumer customers and wholesale accounts, and information about their financial condition, insurance, operating status, and corporate

structure. Defendants provided that information on the understanding that it would be kept confidential and used for purposes of the mediation, and this declaration therefore describes it by category and states my conclusions from it. I will provide the underlying figures to the Court in a supplemental declaration lodged conditionally under seal, if the Court wishes. My firm analyzed the information to estimate the size of the Settlement Class, to distinguish the identifiable direct-to-consumer purchasers from the retail purchasers who cannot be identified from Defendants' records, to value the claims, and to evaluate Defendants' realistic capacity to satisfy a judgment. Defendants distributed the Products through dozens of wholesale accounts to retail outlets in more than a dozen states, and on the basis of that distribution and Defendants' unit-sales data the Parties estimate that the Settlement Class comprises approximately 300,000 purchasers nationwide. Defendants' order records identify approximately 1,179[6] unique purchasers who bought the Products directly from Defendants during the Class Period, and the Direct Benefit Pool was sized at $100.00 for each of them. The Settlement was structured on that analysis to pay identifiable purchasers automatically, to give retail purchasers a straightforward claims process, and to set the total consideration at a level Defendants could fund immediately.

13. 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. Judge Andler is a retired Orange County Superior Court judge with extensive experience presiding over and mediating complex and class litigation. Both sides submitted mediation briefs. At the close of the mediation, after exchanging numerous proposals, the Parties reached an agreement in principle on the structure and amount of the classwide relief, including the subordination of Class Counsel's fee to class claims, and memorialized it that day in a binding Memorandum of Understanding. The amount of the fee and service awards were negotiated only after the material terms of the Settlement Class were fixed. Over the following three months, the Parties exchanged multiple drafts of the long-form Settlement Agreement, which implements and supersedes the Memorandum of Understanding and addresses the funding and escrow mechanics, the

[6] Defendants' pre-mediation estimate of the number of direct purchasers was higher than the 1,179 unique purchasers identified when Defendants extracted their order data for purposes of the Settlement Agreement. The difference does not affect recovery, as the Direct Benefit Pool will be trued up to the count confirmed from the records Defendants will produce within five business days after preliminary approval. (SA §§ 5.1, 11.4.)

claims process and anti-fraud measures, the notice program, and the release, and jointly selected RG/2 as Settlement Administrator after soliciting competing proposals as described below.

14. I believe the Settlement is the product of arm's-length negotiation between experienced counsel, conducted with the assistance of a neutral mediator, and that it was reached only after my firm had gathered the information necessary to evaluate the strengths and weaknesses of the claims, the risks of continued litigation, and the value of the relief obtained.

15. The material terms of the Settlement are set forth in the Settlement Agreement and summarized in the accompanying Memorandum of Points and Authorities. Several features of the Settlement reflect how the Products were actually sold. Documented Proof of Purchase was defined to accommodate BMR Class Members, many of whom have only a bank or card statement or receipt that shows a kratom purchase without identifying the brand. Those purchasers may pair that record with a photograph of the Product packaging. The Settlement Agreement also provides for supplemental distribution of any residue to Settlement Class Members unless the residue is less than $50,000.00. Below that amount, the cost of a further distribution would consume too much of the residue, and the remainder will instead be distributed as cy pres.

16. The $40.00 affidavit-based payment to BMR Class Members was negotiated to approximate the average retail price of two units of the Products, which, based on the pricing information obtained in the course of settlement discussions and my firm's investigation of retail pricing, is approximately $20.00 per unit.

17. The Settlement Agreement requires Defendants to fund the guaranteed settlement consideration into an Administrator-controlled escrow account within fourteen days after full execution—i.e., by October 12, 2026. I negotiated for that structure because, in light of the regulatory developments described above and my review of Defendants' financial information, I concluded that the value of any recovery to the Settlement Class depended materially on securing the settlement consideration early. I will confirm the deposit to the Court at or before the hearing on this Motion.

18. While I believe Plaintiff's claims are strong, continued litigation would have presented substantial risks. Defendants have consistently contested whether they had a duty to disclose the risks Plaintiff alleges—a question that turns on whether those risks constitute an unreasonable safety hazard or

were within Defendants' exclusive knowledge. To my knowledge, no California appellate court has addressed the duty-to-disclose question in the context of kratom or 7-OH products. Although federal courts applying California law have held at the pleading stage that a kratom seller's failure to disclose addiction risk adequately alleges an unreasonable safety hazard, including cases my firm has litigated, Defendants would contest whether the dependence risk of a then-lawful product is a safety hazard and whether they knew of it when the Products were sold. Defendants would have also contested materiality and reliance and would have argued that purchasers had widely varying motivations and levels of awareness that would defeat predominance. That question has not been decided at class certification in any kratom or 7-OH case, including *B.D. v. MIT45, Inc.*, No. 3:24-cv-00499-L-DEB (S.D. Cal.), in which my firm's motion for class certification is pending.

19. Establishing class-wide restitution or damages would have required expert analysis of the price premium attributable to the alleged omission, or of the full-refund measure, and would have been the subject of competing expert testimony. There was a genuine risk that a fully litigated victory on liability would have yielded less per class member than the Settlement provides.

20. The Parties solicited competing proposals from two nationally recognized settlement administrators, and jointly selected RG/2 Claims Administration LLC after comparing proposed notice programs, claims-processing and fraud-prevention protocols, and cost. RG/2 is a full-service class action settlement administrator formed by attorneys and financial and accounting professionals, and it administers settlements through a proprietary platform that tracks notice, claims, and distributions in a single database. RG/2 estimates total Notice and Administration Costs of $205,273, within the $300,000.00 Administration Reserve that Defendants must fund into the Escrow Account under Section 11.1 of the Settlement Agreement.

21. To my knowledge, RG/2 is the only administrator to have administered a kratom-related class settlement through final approval. In *In re Botanic Tonics Litigation*, which involved kratom-containing "Feel Free" products, RG/2 delivered email notice to more than 40,000 identified purchasers and, with its media partner Élan, a digital publication campaign that reached an estimated seventy-five percent of the class. RG/2 then processed more than 736,000 claims, flagged more than 680,000 for rejection based on indicators including suspected automated bulk submissions, invalid purchase locations,

and repeated IP and email addresses, and ultimately paid approximately 48,000 Class Members with valid claims. In granting final approval, the district court found that RG/2 "implemented appropriate and necessary measures to identify and reject presumptively fraudulent claims." (*In re Botanic Tonics Litig.* (N.D. Cal. Oct. 20, 2025, No. 3:23-cv-01460-VC) Dkt. No. 158, at p. 5; see also *id.* at p. 7.)

22. Because BMR Class Members can recover $40.00 on an affidavit basis without proof of purchase, fraud prevention was a central consideration in selecting RG/2. In addition to the measures required by Section 5.3 of the Settlement Agreement, RG/2 has advised that it will do the following:

a. Risk-score every electronic claim at submission through LexisNexis Emailage, to identify bot-originated and other high-risk claims;

b. Verify claimant email addresses, permit only one claim per email address, require claimants to register for a login to submit a claim online, and use CAPTCHA;

c. Run duplicative-claim searches, spot reviews, and standard audit reports throughout the claims-review process, and manually review Documented Proof of Purchase;

d. Apply knowledge-based authentication through LexisNexis InstantID Q&A to flagged claims, to confirm that the claimant is an actual person; and

e. Dedicate attorney and analyst time to reviewing flagged claims.

RG/2 has also advised that it will screen the claims database against a watch list of known fraudulent filers that it has developed over years of administering settlements and that it works closely with the FBI to update that watch list.

23. RG/2 has advised that its media partner, Élan, designed the publication notice program for BMR Class Members. According to RG/2 and Élan, the program will deliver an estimated 18.5 million impressions over a 45-day campaign and is designed to reach approximately seventy percent of the estimated 300,000-member Settlement Class at an average frequency of two and one-half to three exposures. It targets audiences whose demographics, interests, and online behavior align with kratom and 7-OH purchasers, supplemented by product-specific keyword targeting (including "7Tabz" and "7OH") where platforms permit it, across programmatic display advertising, Meta, Reddit, YouTube, and paid search, together with a national press release. Because major advertising platforms restrict kratom-related content, the plan includes time for ad-review appeals and alternative platforms in the event of rejections.

Élan previously executed a digital notice campaign on the same platforms in the class settlement involving Botanic Tonics' kratom-containing "Feel Free" products, and RG/2, which served as settlement administrator in that matter, reported that the campaign exceeded the court-required reach of seventy percent. RG/2 will report on the implementation and results of the publication program in a declaration in support of final approval.

24. The Long-Form Class Notice, Email Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B, and D are written in plain language in the question-and-answer format recommended by the Federal Judicial Center. I believe they fairly and adequately inform Settlement Class Members of the nature of the Action, the terms of the Settlement, the relief available, the release and the personal injury carve out, and their rights and options, including the procedures and deadlines for submitting a Claim, requesting exclusion, objecting, and appearing at the Final Approval Hearing. Exhibit C to the Settlement Agreement is the form of the Digital Publication Notice. Because digital placements differ in format by platform, RG/2 will finalize the creative for each placement medium consistent with Exhibit C and the notice program described above, as is standard in consumer class settlements using digital notice.

25. Class Counsel will apply for a Fee and Cost Award not to exceed $1,000,000.00, inclusive of litigation costs. My firm agreed to subordinate its fee to the claims of the Settlement Class. If Approved Claims exceed the $1,200,000 Common Fund, the excess is paid first from $200,000 of the fee award, which the Administrator holds in escrow until all claims are paid. If that is not enough, Class Counsel must return additional amounts from the fee it received up to the entire award, before any Settlement Class Member's payment is reduced. (Ex. 1, §§ 6.2, 12.2–12.3.) In other words, the more Settlement Class Members participate, the less Class Counsel may be paid. If claims are high enough, Class Counsel would recover no fee at all, and would be reimbursed only for documented litigation costs of up to $50,000.00. (Ex. 1, § 12.4.) My firm agreed to that structure so that a high claims rate would come out of Class Counsel's fee rather than diluting the Settlement Class's recovery, and so that Class Counsel's interests would be fully aligned with the Settlement Class's interest in broad participation. The fee application will be supported by contemporaneous time records reflecting work performed since before the Federal Action

and will address the lodestar and percentage-of-recovery analyses under *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480.

26. Plaintiff will apply for a Service Award not to exceed $5,000.00. The Service Award compensates Plaintiff for the time and effort he has devoted to this Action and for the personal exposure of serving as the named plaintiff in a case involving a stigmatized product. Plaintiff has participated actively in this litigation. He has communicated regularly with counsel, provided information concerning his purchases and use of the Products, remained informed of the proceedings, and reviewed and approved the terms of the Settlement. He understands his obligation to represent the interests of the Settlement Class, has no interests antagonistic to the Class, and is prepared to continue in that role through final approval.

27. Lynch Carpenter, LLP is a nationally recognized plaintiff-side class action firm with extensive experience in complex consumer class action litigation. The firm has served as class counsel or co-lead counsel in consumer class actions in state and federal courts across the country, and it has been appointed class counsel in numerous consumer settlements approved by this Court. (See, e.g., *Nunez v. Saks OFF 5TH LLC* (Super. Ct. San Diego County, Nov. 1, 2024, No. 37-2024-00024810-CU-BT-NC) [Freeland, J.]; *Calcagno v. Kipling Apparel Corp.* (Super. Ct. San Diego County, Oct. 3, 2025, No. 25CU000125N) [Wood, J.]; *Binder et al. v. Premium Brands OpCo LLC* (Super. Ct. San Diego County, Nov. 14, 2025, No. 25CU012849N) [Washington, J.]; *Jacobs v. La-Z-Boy Inc., et al.* (Super. Ct. San Diego County, Mar. 16, 2026, No. 25CU038051N) [Torres, J.].) Lynch Carpenter is thus well-equipped to represent the Settlement Class efficiently. The firm's resume is attached as Exhibit 2.

28. Lynch Carpenter has developed particular expertise in litigation concerning kratom and 7-OH products. In addition to this Action, the firm is counsel in several other pending matters involving kratom and 7-OH, including *B.D. v. MIT45, Inc.*, No. 3:24-cv-00499-L-DEB (S.D. Cal.), in which the firm's motion for class certification is pending, and *M.G. v. Ashlynn Marketing Group, Inc.*, No. 25CU057198N, which is pending in this Court. In those and related matters, courts applying California law have held at the pleading stage that a kratom or 7-OH seller's failure to disclose the risk of addiction adequately alleges an unreasonable safety hazard giving rise to a duty to disclose. (See *J.J. v. Ashlynn Marketing Group, Inc.* (S.D. Cal. Sept. 20, 2024, No. 3:24-cv-00311-GPC-MSB) ECF No. 31; *B.D. v.*

*MIT45, Inc.* (S.D. Cal. July 3, 2024) ECF No. 10. To my knowledge, only one other firm in the country has comparable experience in kratom and 7-OH consumer litigation, and that firm is my firm's co-counsel in several of those matters. That experience informed my firm's investigation, its assessment of the claims and defenses, and its evaluation of the Settlement. I am aware of no other classwide resolution of consumer claims against a manufacturer or seller of concentrated 7-OH products.

29. Based on my experience, my investigation of the facts and law, the information Defendants provided, and my assessment of the risks of continued litigation, I believe the Settlement is the product of an arm's-length negotiation, that it is fair, reasonable, adequate, and in the best interests of the Settlement Class, and that it should be preliminarily approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 29, 2026, at San Diego, California.

By: **LYNCH CARPENTER, LLP**

**/s/** *Scott G. Braden*
Scott G. Braden (SBN 305051)
scott@lcllp.com

# EXHIBIT 1

# 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

**EXHIBIT A**

**LONG-FORM NOTICE**

**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF SAN DIEGO**

| | |
|---|---|
| S.C., individually and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>7TABZ RETAIL, LLC, a Florida limited liability company, 7TABZ DISTRIBUTION, LLC, a Florida limited liability company, and DOES 1–20, inclusive,<br><br>Defendants. | **Case No. 26CU001419N**<br><br>CLASS ACTION |

# IF YOU PURCHASED ONE OR MORE 7TABZ BRAND PRODUCTS IN THE UNITED STATES FOR PERSONAL USE, AND NOT FOR RESALE, BETWEEN JANUARY 1, 2024 AND [DATE OF PRELIMINARY APPROVAL ORDER], YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

***A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

A settlement ("Settlement") has been proposed in the class action lawsuit referenced above, pending in the Superior Court of California, County of San Diego (the "Action"). The Action alleges that 7Tabz Retail, LLC and 7Tabz Distribution, LLC (together, "7Tabz" or "Defendants") failed to disclose the addiction, dependence, and withdrawal risks associated with their products containing 7-hydroxymitragynine ("7-OH") or mitragynine pseudoindoxyl sold under the "7Tabz" brand (the "Products"). Defendants deny each and every allegation of wrongdoing and any liability whatsoever, and no court has made any determination of liability.

If the Court gives final approval to the Settlement, Settlement Class Members who purchased Products directly from Defendants ("DTC Class Members") will automatically receive a cash payment of $100.00, with no claim required, and may claim up to an additional $85.00 for documented purchases — either verified against Defendants' records or supported by Documented Proof of Purchase. Settlement Class Members who purchased Products only at retail ("BMR Class Members") may claim $40.00 on a sworn basis with no proof of purchase required, and up to an additional $85.00 with Documented Proof of Purchase. All payments are in cash — there is no store credit or voucher option.

**Your legal rights are affected whether you act or don't act. Read this Notice carefully.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | |
|---|---|---|
| **DO NOTHING** | If you are a DTC Class Member: you will automatically receive the $100.00 Direct Benefit, and you do not need to submit a Claim Form to receive it. If you are a BMR Class Member: you will receive no payment. Either way, you will give up your right to sue Defendants and the other Released Parties for the Released Claims, and you will be bound by the Settlement. | **N/A** |
| **SUBMIT A CLAIM FORM** | DTC Class Members may claim documented purchases up to an additional $85.00 (total DTC recovery capped at $185.00). BMR Class Members may claim $40.00 on a sworn, affidavit-only basis, plus documented purchases up to an additional $85.00 with Documented Proof of Purchase (maximum $125.00). A Claim Form is available at [Settlement Website] and may be submitted online or by mail. | **Deadline: [DATE]** |
| **EXCLUDE YOURSELF** | Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendants for the allegations in the Action. If you exclude yourself or "opt out," you will receive no payment under the Settlement — including the $100.00 Direct Benefit — and you may not object. | **Deadline: [DATE]** |
| **OBJECT** | You may file a written objection telling the Court why you object to the Settlement, the request for attorneys' fees and costs, or the Service Award. Objecting does not exclude you from the Settlement, and objectors remain eligible for Settlement benefits. | **Deadline: [DATE]** |
| **GO TO THE FINAL APPROVAL HEARING** | The Court will hold a Final Approval Hearing to consider the Settlement, Class Counsel's request for attorneys' fees and costs, and the Plaintiff's request for a Service Award. You may, but are not required to, speak at the hearing about an objection you filed. If you intend to speak, you must also submit a "Notice of Intention to Appear." | **Hearing Date and Time: [DATE] at [TIME]** |

- These rights and options — and the deadlines to exercise them — are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must still decide whether to give final approval. The relief provided to Settlement Class Members will be provided

only if the Court gives final approval and, if there are any appeals, after the appeals are resolved in favor of the Settlement. Please be patient.

## WHAT THIS NOTICE CONTAINS


**BACKGROUND INFORMATION**

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

**THE PROPOSED SETTLEMENT**

7. What relief does the Settlement provide to Settlement Class Members?
8. How much will my payment be?
9. What am I giving up to obtain relief under the Settlement?

**HOW TO RECEIVE A PAYMENT — SUBMITTING A CLAIM FORM**

10. How can I get a payment?
11. What is "Documented Proof of Purchase"?
12. When will I get my payment?

**THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVE**

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. Will the Plaintiff receive any compensation for bringing this Action?

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

16. How do I exclude myself from the Settlement?
17. If I exclude myself, can I still get a payment?
18. If I do not exclude myself, can I sue Defendants for the same thing later?

**HOW TO OBJECT TO THE SETTLEMENT**

19. How do I tell the Court that I disagree with the Settlement?
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## BACKGROUND INFORMATION

### 1. Why did I get this Notice?

You received this Notice because a Settlement has been reached in this Action, and records or public information indicate you may be a Settlement Class Member eligible for the relief described below. This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including how to see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Question 26 below.

### 2. What is this lawsuit about?

Plaintiff S.C. (the "Plaintiff") filed a lawsuit against Defendants on behalf of himself and all others similarly situated. The lawsuit alleges that Defendants failed to disclose the addiction, dependence, and withdrawal risks associated with the Products — including 7Tabz 7-OH tablets (15 mg and 30 mg), 7Tabz 7-Hydroxy+Pseudo tablets (20 mg), and 7Tabz shots — and asserts claims under California's Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act, and for fraudulent omission and unjust enrichment.

Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendants further deny that any Settlement Class Member is entitled to any relief and, other than for settlement purposes, deny that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" (in this Action, Plaintiff S.C.) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members, except those who exclude themselves. The companies sued in this case, 7Tabz Retail, LLC and 7Tabz Distribution, LLC, are called the Defendants.

### 4. Why is there a Settlement?

The Plaintiff has made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has not decided that the Plaintiff or Defendants should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the risk, cost, and delay of a trial, and Settlement Class Members will receive relief now rather than years from now, if at all. The Plaintiff and Class Counsel believe the Settlement is in the best interests of all Settlement Class Members.

### 5. How do I know if I am part of the Settlement?

The Court has preliminarily decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement:

> All persons in the United States who purchased one or more 7Tabz Products for personal use, and not for resale, during the Class Period (January 1, 2024 through [the date of entry of the Preliminary Approval Order]).

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.

There are two groups within the Settlement Class. If you purchased Products directly from Defendants, including through Defendants' website, you are a "DTC Class Member." If you purchased Products at a brick-and-mortar or other retail location, and not directly from Defendants, you are a "BMR Class Member." Your group determines what benefits are available to you (see Question 7).

### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can contact the Settlement Administrator for free help. The Settlement Administrator's email address is [Email], the toll-free telephone number is [Phone Number], and the U.S. postal (mailing) address is [Address]. You may also visit [Settlement Website].

## THE PROPOSED SETTLEMENT

### 7. What relief does the Settlement provide to Settlement Class Members?

The Settlement establishes a non-reversionary Common Fund of $1,200,000.00, plus a separate Direct Benefit Pool of approximately $117,900.00 for the approximately 1,179 DTC Class Members identified in Defendants' records. All payments are made in cash, by check or electronic payment. There is no store credit or voucher option.

**DTC Class Members.** If you purchased Products directly from Defendants, you will automatically receive a $100.00 Direct Benefit once the settlement is finally approved by the court, with no claim or form required. You may also submit a claim for an additional payment equal to your documented purchases of Products during the Class Period, up to an additional $85.00, in either of two ways: (a) on a sworn affidavit basis, verified against Defendants' purchase records; or (b) by submitting Documented Proof of Purchase (see Question 11), including for purchases you made at retail. Your total recovery under the Settlement will not exceed $185.00. DTC Class Members may not submit a BMR claim; retail purchases are claimed through the DTC additional claim.

**BMR Class Members.** If you purchased Products only at retail, you may submit a claim for $40.00 on a sworn, affidavit-only basis, with no proof of purchase required, but the claim must identify at least one place where you purchased the Products — for a brick-and-mortar store, the store's name (or a close approximation) and city; for an online seller, the website or retailer name. With Documented Proof of Purchase, you may claim an additional amount equal to your documented purchases, up to an additional $85.00, for a maximum BMR recovery of $125.00. BMR claims are limited to one per household, unless additional claims from the household are supported by Documented Proof of Purchase and accepted in the reasonable discretion of the Settlement Administrator.

**If claims exceed the Common Fund.** If the total value of approved claims exceeds the $1,200,000.00 Common Fund, the excess will be paid out of the attorneys' fees and costs awarded to Class Counsel before any Settlement Class Member's payment is reduced. Payments would be

reduced pro rata only if the total value of approved claims exceeded the Common Fund plus the entire attorneys' fee and cost award.

**If funds remain.** If funds remain after the initial distribution, they will be paid through a non-reversionary supplemental distribution to Settlement Class Members, unless the amount remaining is less than $50,000.00, in which case a further distribution would not be economically feasible. Any residue remaining after the supplemental distribution, or if a supplemental distribution is not made, will be paid to one or more nonprofit organizations (cy pres) approved by the Court under California Code of Civil Procedure section 384. Once the Settlement is finally approved and becomes effective, no portion of the Common Fund or the Direct Benefit Pool will revert to Defendants.

### 8. How much will my payment be?

Your payment depends on how you purchased the Products and what you claim. DTC Class Members automatically receive $100.00 and may claim documented purchases up to an additional $85.00 (total capped at $185.00). BMR Class Members may claim $40.00 on a sworn basis and, with Documented Proof of Purchase, documented purchases up to an additional $85.00 (maximum $125.00). Payments would be reduced pro rata only if approved claims exceeded the Common Fund plus the entire attorneys' fee and cost award (see Question 7). Payments may be increased through the supplemental distribution described in Question 7 if funds remain.

### 9. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, and unless you exclude yourself, you will be releasing your claims against Defendants and the other Released Parties. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the Released Parties regarding the Released Claims — the economic and monetary claims arising from or relating to the purchase, marketing, advertising, labeling, sale, or distribution of the Products during the Class Period.

**IMPORTANT: The Settlement does not release claims for personal injury.** The Release expressly excludes and preserves any claim for personal injury, bodily injury, emotional distress arising from bodily injury, wrongful death, or survival. Nothing in the Settlement releases, waives, or impairs those claims.

Solely with respect to the Released Claims, and not with respect to any personal-injury claim, you also waive the protections of California Civil Code section 1542, which otherwise would preserve claims you do not know or suspect to exist in your favor at the time of the release. The Settlement Agreement, available at [Settlement Website], contains the full terms of the release and the definition of "Released Parties."

## HOW TO RECEIVE A PAYMENT — SUBMITTING A CLAIM FORM

### 10. How can I get a payment?

If you are a DTC Class Member, you need not do anything to receive your $100.00 Direct Benefit — it will be paid to you automatically.

To receive any additional payment for documented purchases (DTC Class Members), or any payment at all (BMR Class Members), you must submit a Claim Form. A Claim Form is available at [Settlement Website] and may be submitted electronically or by postal mail. Read the instructions carefully, complete the form, and sign it under penalty of perjury. Claim Forms must be submitted online on or before 11:59 p.m. Pacific Time on [DATE] (the later of 60 days after the Notice Date

and 90 days after entry of the Preliminary Approval Order), or mailed and postmarked by the same date.

The Claim Form requires your name and contact information, purchase information (including, for BMR claims, at least one place of purchase — a store's name and city, or an online seller), and your selected payment method. You do not need to submit documentation for every purchase you made because the maximum additional payment is $85.00. As a result, you need only submit support for the additional amount you are claiming. Each Settlement Class Member may submit only one Claim Form, and BMR claims are limited to one per household as described in Question 7.

### 11. What is "Documented Proof of Purchase"?

"Documented Proof of Purchase" means either:

(a) a receipt, order confirmation, or bank or credit card statement that identifies the Product(s) purchased as 7Tabz brand, shows the amount paid, and reflects a purchase during the Class Period — in which case nothing more is required; or

(b) if your receipt, order confirmation, or bank or credit card statement does not identify the 7Tabz brand, that document (showing the amount paid and a purchase during the Class Period) together with a photograph of the Product packaging.

The Settlement Administrator has reasonable discretion to determine whether a submission qualifies, including whether the Product(s) shown in a photograph correspond to the purchases reflected in the accompanying documentation. Please submit copies only — do not send originals.

### 12. When will I get my payment?

As described in Questions 22 and 23 below, the Court will hold a Final Approval Hearing on [DATE] at [TIME] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain when appeals will be resolved, and resolving them can take time, perhaps more than a year. Settlement benefits will be distributed after the Settlement is finally approved and any appeals are resolved in favor of the Settlement. You can check on the progress of the case at [Settlement Website]. Please be patient.

## THE LAWYERS IN THIS CASE AND THE CLASS REPRESENTATIVE

### 13. Do I have a lawyer in this case?

Yes. The Court has appointed the law firm of Lynch Carpenter, LLP ("Class Counsel") to represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense. More information about Class Counsel is available at https://lynchcarpenter.com/.

### 14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of litigation costs of no more than $1,000,000.00. Defendants have agreed to pay up to that amount, as approved by the Court, separately from and in addition to the Settlement benefits, along with all notice and administration costs. You will not be required to pay any attorneys' fees or costs, and payment of these amounts will not reduce the benefits available to Settlement Class Members. The Court may award less than the amount requested.

Class Counsel's application will be filed at least fourteen (14) days before the objection deadline and posted at [Settlement Website], so you may review it before deciding whether to object. In

addition, under the Settlement, if the total value of approved claims exceeds the Common Fund, the excess is paid from the attorneys' fee award before any Settlement Class Member's payment is reduced.

### 15. Will the Plaintiff receive any compensation for bringing this Action?

The Plaintiff will request a Service Award of not more than $5,000.00 for his service as Class Representative and his efforts in bringing the Action. Defendants have agreed to pay up to that amount, as approved by the Court, separately from and in addition to the Settlement benefits. The Court will make the final decision as to the amount, if any, to be paid.

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### 16. How do I exclude myself from the Settlement?

You may exclude yourself from the Settlement Class and the Settlement (also called "opting out"). Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendants regarding the claims in the Action.

You may exclude yourself in either of two ways:

(a) Online, through the Settlement Website at [Settlement Website], submitted by 11:59 p.m. Pacific Time on [DATE], verified by your electronic signature or checkbox attestation. You will receive an electronic confirmation of receipt; or

(b) By mail, postmarked or received on or before [DATE], addressed to: 7Tabz Settlement Administrator, c/o RG/2 Claims Administration LLC [Address].

Your Request for Exclusion must: (a) state the name and case number of the Action (S.C. v. 7Tabz Retail, LLC, et al., Case No. 26CU001419N); (b) state your full name, address, and telephone number; (c) state clearly that you request to be excluded from the Settlement Class; and (d) be signed by you (or, if submitted online, be verified by your electronic signature or checkbox attestation). Requests for Exclusion must be exercised individually; no person may opt out on behalf of a group or class, and a request purporting to do so is invalid.

### 17. If I exclude myself, can I still get a payment?

No. If you timely request exclusion, you will be excluded from the Settlement Class, you will receive no payment under the Settlement — including the $100.00 Direct Benefit — you will not be bound by the judgment entered in the Action, and you may not object to the Settlement. You will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the Action.

### 18. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you give up any right to sue, or continue to sue, the Released Parties for the Released Claims that this Settlement resolves. Remember, claims for personal injury are not released (see Question 9).

## HOW TO OBJECT TO THE SETTLEMENT

### 19. How do I tell the Court that I disagree with the Settlement?

If you stay in the Settlement Class, you may object to the Settlement, to Class Counsel's request for attorneys' fees and costs, or to the Service Award. You cannot ask the Court to order a different

settlement; the Court can only approve or reject this one. If the Court does not approve the Settlement, no settlement benefits will be sent out, and the parties will either seek to address the Court's concerns and resubmit the Settlement for approval or the lawsuit will continue. A Settlement Class Member who objects remains in the Settlement Class and remains eligible for Settlement benefits.

All written objections and supporting papers must be mailed to the Settlement Administrator at 7Tabz Settlement Administrator, c/o RG/2 Claims Administration LLC [Address], postmarked no later than [DATE]. Within five (5) calendar days of receipt, the Settlement Administrator will provide objections to Class Counsel, who will file them with the Court with the motion for final approval.

Any written objection must contain: (a) the name and case number of the Action (S.C. v. 7Tabz Retail, LLC, et al., Case No. 26CU001419N); (b) your full name, address, and telephone number; (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection; (d) copies of any papers, briefs, or other documents on which the objection is based; (e) a list of all persons, if any, who will be called to testify in support of the objection; (f) a statement whether you intend to appear at the Final Approval Hearing; (g) proof of your membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that you purchased one or more Products in the United States, for personal use and not for resale, during the Class Period; (h) a list of all objections to class action settlements filed by you or your counsel in the previous three (3) years; and (i) your signature and the signature of your counsel, if any. You may, but need not, submit your objection through counsel of your choice. If you do object through an attorney, you will be responsible for your personal attorneys' fees and costs.

The postmark date on the mailing envelope is the exclusive means used to determine whether an objection or notice of intention to appear is timely. If the postmark is illegible, the objection will be deemed untimely unless received by the Settlement Administrator within two (2) calendar days after the objection deadline.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION IN THE MANNER DESCRIBED ABOVE, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS, WILL BE FORECLOSED FROM MAKING ANY OBJECTION WHETHER BY APPEAL OR OTHERWISE, AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

### 20. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class, and if you object you remain eligible for Settlement benefits. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class at all. If you exclude yourself, you have no basis to object because the Settlement no longer affects you, and you will receive no benefits.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you are a DTC Class Member and do nothing, you will automatically receive the $100.00 Direct Benefit when the settlement receives Final Approval, you will remain a member of the Settlement Class, and you will give up the right to sue the Released Parties for the Released Claims. If you are a BMR Class Member and do nothing, you will not receive any payment, but you will still be a

member of the Settlement Class and will give up the right to sue the Released Parties for the Released Claims. To receive a payment as a BMR Class Member, or any additional payment as a DTC Class Member, you must submit a valid Claim Form by the deadline.

## FINAL APPROVAL HEARING

### 22. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider any objections; to consider the award of attorneys' fees and costs to Class Counsel; and to consider the request for a Service Award to the Plaintiff. You may attend, but you do not have to.

### 23. When and where is the Final Approval Hearing?

On [DATE], at [TIME], a hearing will be held on the fairness of the proposed Settlement. The hearing will take place before the Honorable [JUDGE] in Department [___] of the Superior Court of California, County of San Diego, located at [Court Address]. The hearing may be postponed, adjourned, or continued to a different date, time, or location without further notice. Please check [Settlement Website] for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

### 24. May I speak at the hearing?

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described in Question 19, you may speak at the Final Approval Hearing only if (a) you have timely submitted a written objection, and (b) you have timely and validly provided a notice of intention to appear. If you have requested exclusion from the Settlement, you may not speak at the hearing. Class Counsel will appear on behalf of the Settlement Class; you are not required to attend.

## ADDITIONAL INFORMATION

### 25. Do I have to pay taxes on my payment?

Neither Defendants, Class Counsel, nor the Settlement Administrator can provide advice regarding the tax consequences of the Settlement. Settlement Class Members should consult their own tax advisors. Each Settlement Class Member is responsible for his or her own taxes and tax reporting obligations, if any.

### 26. How do I get more information?

This Notice is only a summary. To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the operative complaint, Class Counsel's application for attorneys' fees and costs (once filed), the Claim Form, answers to frequently asked questions, and all applicable deadlines, please visit the Settlement Website at [Settlement Website]. Alternatively, you may contact the Settlement Administrator at [Email] or 7Tabz Settlement Administrator, c/o RG/2 Claims Administration LLC [Address], or call the automated, toll-free number, [Phone Number], available 24 hours a day, to hear recorded information, to request that a copy of this Notice or a paper Claim Form be mailed to you, or to leave a message for a return call.

This description of the Action is general and does not cover all of the issues and proceedings that have occurred. To see the complete file, you may visit https://roa.sdcourt.ca.gov/roa/ or the Clerk's office of the Superior Court of California, County of San Diego. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**27. What if my address or other information has changed or changes after I submit a Claim Form?**

It is your responsibility to inform the Settlement Administrator of your updated information, including any change to your mailing address, email address, or telephone number. If the Settlement Administrator does not have current information for you, you may not receive your payment. You may update your information at [Settlement Website], by email to [Email], or by mail to: 7Tabz Settlement Administrator, c/o RG/2 Claims Administration LLC [Address].

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Dated: _____, 2026

By: Order of the Superior Court of California, County of San Diego

**EXHIBIT B**

**EMAIL NOTICE**

**To:** [Settlement Class Member Email Address]

**From:** 7Tabz Settlement Administrator

**Re:** LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

[FIRST NAME] [LAST NAME] Notice ID: [Notice ID] Confirmation Code: [Confirmation Code]

# IF YOU PURCHASED ONE OR MORE 7TABZ BRAND PRODUCTS IN THE UNITED STATES FOR PERSONAL USE, AND NOT FOR RESALE, BETWEEN JANUARY 1, 2024 AND [DATE OF PRELIMINARY APPROVAL ORDER], YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

**Why did I get this notice?** A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Superior Court of California, County of San Diego (the "Court"), titled S.C. v. 7Tabz Retail, LLC, et al., Case No. 26CU001419N (the "Action"). According to Defendants' records, you purchased 7Tabz Products directly from Defendants and are a Settlement Class Member. The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it. A court authorized this Notice. This is not a solicitation from a lawyer.

**What is the Action about?** The Action was filed against 7Tabz Retail, LLC and 7Tabz Distribution, LLC ("7Tabz" or "Defendants") by Plaintiff S.C., alleging that Defendants failed to disclose the addiction, dependence, and withdrawal risks associated with their products containing 7-hydroxymitragynine ("7-OH") or mitragynine pseudoindoxyl sold under the "7Tabz" brand (the "Products"), in violation of California's Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act, and constituting fraudulent omission and unjust enrichment. Defendants deny any wrongdoing and liability, and both sides disagree on how much, if anything, the Settlement Class could have recovered after trial. No court has decided which side is right. Both sides agreed instead to provide benefits to Settlement Class Members and resolve the case.

**Am I a Settlement Class Member?** You are a Settlement Class Member if, between January 1, 2024 and [date of the Preliminary Approval Order] (the "Class Period"), you purchased one or more 7Tabz Products in the United States for personal use, and not for resale, and you are not one of the persons excluded from the Settlement Class (Defendants' officers, directors, members, managers, and employees and their immediate families; the judicial officers presiding over the Action and their staffs and immediate families; governmental entities; and persons who timely request exclusion). Because Defendants' records show you purchased directly from Defendants, you are a "DTC Class Member."

**What relief does the Settlement provide?** As a DTC Class Member, you will automatically receive a cash payment of $100.00 known as the "Direct Benefit." You need not do anything further in response to this Email Notice to receive the Direct Benefit. You may also submit a claim for an additional payment equal to your documented purchases of Products during the Class Period, up to an additional $85.00, either on a sworn affidavit basis verified against Defendants' records or by submitting Documented Proof of Purchase (described at [Settlement Website]), including for purchases you made at retail stores. The maximum recovery a DTC class member can receive is $185.00. All payments are made in cash, by check or electronic payment; there is no store credit or voucher option. A DTC Class Members may not submit a separate retail claim — retail purchases are claimed through a separate process that is inapplicable to DTC Class members.

**How do I receive my payment?** You need not do anything to receive your $100.00 Direct Benefit. To receive an additional payment of up to $85.00 for documented purchases, submit a signed Claim Form no later than [DATE] (the later of 60 days after the Notice Date and 90 days after entry of the

Preliminary Approval Order). Claim Forms are available at [Settlement Website] and may be submitted online or by mail, postmarked by the same date.

**What are my other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself or "opt out" by [DATE], or you will not be able to sue Defendants about the legal claims in the Action ever again. You may exclude yourself online at [Settlement Website] (by 11:59 p.m. Pacific Time) or by a mailed, personally signed, individual request. If you exclude yourself or opt out, you will receive no payment — including the $100.00 Direct Benefit — and you may not object to the settlement. If you remain in the Settlement, you may object to it by [DATE] by mailing a written objection to the Settlement Administrator. The detailed Long-Form Notice available at [Settlement Website] explains how to request exclusion or object. If you do nothing, you will receive the Direct Benefit and will be bound by the release, which covers economic claims only. Claims for personal injury are not released by this settlement.

**When will the Court decide?** The Court will hold a hearing on [DATE] at [TIME] at [Court Address] to consider whether to approve the Settlement, and to consider a request by the lawyers representing all Settlement Class Members (Lynch Carpenter, LLP) for attorneys' fees and costs of up to $1,000,000, and Plaintiff's request for a Service Award of up to $5,000. Defendants pay those amounts, and all notice and administration costs, separately — none of it reduces your payment. You may ask to appear at the hearing, but you do not have to. The hearing may be postponed without further notice; check [Settlement Website] for updates.

**More information?** For complete information about the Settlement, to view the Settlement Agreement, the Long-Form Notice, the Claim Form, and related Court documents, and to learn more about how to exercise your options, visit [Settlement Website]. You may also write to the Settlement Administrator at [Address] or [Email], or call the automated, toll-free number, [Phone Number], available 24 hours a day.

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

Unsubscribe from future emails about this settlement. Unsubscribing will not affect your membership in the Settlement Class, the release, or any payment you are entitled to receive.

# EXHIBIT C

## DIGITAL PUBLICATION NOTICE

The form of the Publication Notice will be finalized by the Settlement Administrator, RG/2 Claims Administration LLC, pursuant to Sections 7.2 and 16.12 of the Settlement Agreement, consistent with the reach-and-frequency guidance and channel-availability requirements described therein, and will be inserted here upon the Administrator's selection and submitted with the notice plan accompanying the motion for preliminary approval.

[To be provided by the Settlement Administrator.]

**EXHIBIT D**

**CLAIM FORM**

# CLAIM FORM

***S.C. v. 7Tabz Retail, LLC, et al.*, Case No. 26CU001419N (Superior Court of California, County of San Diego)**

**YOU MUST SUBMIT THIS CLAIM FORM NO LATER THAN [DATE].**

## INSTRUCTIONS

This class action alleges that Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC failed to disclose the addiction, dependence, and withdrawal risks associated with their 7Tabz Products. Defendants deny these allegations and deny any wrongdoing or liability. The Long-Form Notice at [Settlement Website] explains the Settlement in full, including who is a Settlement Class Member and what "Documented Proof of Purchase" means.

**Which claim can I make?** If you purchased directly from 7Tabz through its website, you will automatically receive a $100.00 Direct Benefit ("DTC Benefit") — no Claim Form is needed. You may use this form to claim an additional benefit (up to an additional $85.00 for documented purchases; $185.00 maximum). If you purchased 7Tabz Products only at a retail store, use this form to claim $40.00 with no proof of purchase required ("BMR Benefit"). You may also use this form to claim an additional benefit of $85.00 if you attach Documented Proof of Purchase ($125.00 maximum). Retail claims are limited to one per household unless supported by Documented Proof of Purchase.

**Documented Proof of Purchase** means that you provide the Administrator a receipt, order confirmation, or bank or credit card statement identifying a 7Tabz-brand purchase, the amount paid, and a purchase during the Class Period — or, if your document does not show the 7Tabz brand, that document plus a photograph of the Product packaging. Submit copies only; do not send originals. Full definition at [Settlement Website].

**How to submit.** Submit online at [Settlement Website] by 11:59 p.m. Pacific Time on [DATE], or mail this form, postmarked by the same date, to: 7Tabz Settlement Administrator, c/o RG/2 Claims Administration LLC, [Address]. You may submit only one Claim Form. Questions? Contact the Settlement Administrator at [Email] or call [Phone Number].

## PART I. PERSONAL INFORMATION

Please legibly print or type the information requested below. This information will be used to deliver your payment and to communicate with you if any problems arise with your claim. If your contact information changes, it is your responsibility to notify the Settlement Administrator.

Name (first, middle, last): _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Email Address: _____ Telephone Number: (_____) _____ – _____

Notice ID (if you received a Notice): _____

## PART II. CONFIRMATION OF CLASS MEMBERSHIP

I declare under penalty of perjury that, during the Class Period (January 1, 2024 through the [date of entry of the Preliminary Approval Order]), I purchased one or more 7Tabz Products in the United States for my personal use and not for resale, and that I have not received a refund of the full purchase price for the Product(s) I am claiming.

## PART III. YOUR CLAIM — CHECK ONE

☐ **DTC ADDITIONAL CLAIM.** I purchased Products directly from 7Tabz's website. I am claiming an additional amount up to an additional $85.00 (total recovery will not exceed $185.00). Check one:

☐ Verify my purchases against Defendants' records.

☐ I am attaching **Documented Proof of Purchase** (which may include retail purchases).

Total amount claimed: $_____

☐ **BMR CLAIM.** I purchased Products only at retail, and not directly from 7Tabz's website. I am claiming the $40.00 affidavit-only payment. I purchased from _____ (store name and city or third-party seller's website you bought from; one is enough).

**Check below if applicable:**

☐ I am also attaching **Documented Proof of Purchase** to claim an additional amount up to an additional $85.00 (maximum total recovery $125.00).

Total additional amount claimed: $_____

☐ I certify that no other member of my household has submitted a BMR claim in this Settlement, or, if one has, my claim is supported by the attached Documented Proof of Purchase.

## PART IV. DOCUMENTATION

Complete this section only if you checked a box above indicating that you are attaching Documented Proof of Purchase. ***If you are claiming only the $40.00 BMR affidavit payment, or if you are submitting a DTC Additional Claim and asked us to verify your purchases against Defendants' records, skip this section.***

**If you are submitting Documented Proof of Purchase, please note that you do NOT need to submit documentation for every 7Tabz purchase you have ever made.** The maximum additional payment is $85.00, so you need only attach enough documentation to support the additional amount you claim. Submit copies only — do not send originals.

Number of pages attached: _____

If your documentation does not identify the Product as 7Tabz brand, it must show the amount paid and a purchase date within the Class Period, and you must also attach a photograph of the Product packaging. ☐ **Photograph attached**

The Settlement Administrator may verify your claim, may request additional information or documentation, and may reject claims that it determines are fraudulent, duplicative, or invalid.

## PART V. PAYMENT SELECTION — SELECT ONE

☐ PayPal — PayPal email address: _____

☐ Venmo — mobile number associated with your account: (_____) _____ – _____

☐ Zelle — email address or mobile number associated with your account: _____

☐ Prepaid Card — email address to receive the card: _____

☐ Physical Check — payment will be mailed to the address provided in Part I.

## PART VI. ACKNOWLEDGMENT AND SIGNATURE

I have received notice of the class action Settlement in this case and am a member of the Settlement Class. I agree to release the claims, known and unknown, described in Article XIII of the Settlement Agreement. I understand that individual personal injury claims are not released. I submit to the jurisdiction of the Superior Court of California, County of San Diego, with regard to my claim and for purposes of enforcing that release. I may obtain a copy of the Long-Form Notice and the Settlement Agreement at [Settlement Website]. I have not submitted, and will not submit, a Request for Exclusion. I agree to furnish additional information if required, understand the Settlement Administrator may audit this claim, and consent to be contacted by email and/or mobile text regarding it.

**IF SUBMITTED ELECTRONICALLY:**

☐ I agree that, by submitting this Claim Form, I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge, and that checking this box constitutes my electronic signature on the date of its submission.

**IF SUBMITTED BY U.S. MAIL:**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated: _____/___/_____ Signature: _____

Printed Name: _____

**EXHIBIT E**

**[PROPOSED] ORDER**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

| | |
|---|---|
| S.C., individually and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>7TABZ RETAIL, LLC, a Florida Corporation, 7TABZ DISTRIBUTION, LLC, a Florida Corporation, and DOES 1-20, inclusive,<br><br>Defendants. | Case No. 26CU001419N<br><br>**[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION** |

On October 23, 2026, this Court heard Plaintiff S.C.'s ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Settlement and Provisional Class Certification (the "Motion").[1] The Court reviewed the Motion, including the accompanying Settlement Agreement and Release (the "Settlement Agreement") between Plaintiff and Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC (collectively, "7Tabz" or "Defendants" and, together with Plaintiff, the "Parties") dated [DATE]. Based on this review and the findings below, the Court finds good cause to grant the Motion.

**FINDINGS:**

**1. The Settlement Agreement Is Fair, Reasonable, and Adequate.** The Court has reviewed the Settlement Agreement and finds that the settlement memorialized therein appears to be the product of serious, informed, non-collusive, arm's-length negotiations between the Parties and their well-informed

[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

and experienced counsel, conducted with the assistance of an experienced and neutral mediator. The Court further finds that the settlement falls within the range of reasonableness and possible final approval as fair, reasonable, and adequate, thereby meeting the requirements for preliminary approval.

The Settlement provides direct, non-reversionary relief to the Settlement Class. Direct-to-consumer Class Members ("DTC Class Members"), who are individuals that purchased 7Tabz Products directly from 7Tabz website, will automatically receive a payment of $100, with no Claim required. DTC Class Members may also submit a Claim for an additional payment equal to that member's documented purchases of Products during the Class Period, up to an additional $85, for a maximum DTC recovery of $185, either on a sworn affidavit basis verified against Defendants' records or by submitting Documented Proof of Purchase. Brick and Mortar Class Members ("BMR Class Members") are individuals who purchased Products from a brick-and-mortar or other retail location not operated by Defendants, including from third-party online retailers. BMR Class Members may submit a Claim for a payment of $40 by affidavit with no proof of purchase required, provided the Claim identifies at least one place at which a purchase was made — for a brick-and-mortar store, the store's name (or a close approximation) and city; for an online seller, the website or retailer name. BMR Class Member Claims are limited to one per household unless additional Claims from the household are supported by Documented Proof of Purchase. A BMR Class Member who submits Documented Proof of Purchase may claim an additional amount equal to that member's documented purchases, up to an additional $85, for a maximum BMR recovery of $125.

The Settlement establishes a non-reversionary Common Fund of $1,200,000.00 and a separate Direct Benefit Pool of approximately $117,900.00 for the approximately 1,179 DTC Class Members identified in Defendants' records. The parties believe that there is a substantial number of BMR Class Members, but those individuals purchased Defendants' Products from third parties and Defendants have no record of their transactions. The Court further notes two features bearing on fairness. First, under Section 12.3 of the Settlement Agreement, if the total value of approved Claims exceeds the Common Fund, the excess is paid first from the attorneys' fee award before any Settlement Class Member's payment is reduced, subordinating counsel's recovery to that of the Settlement Class. Second, Defendants have already deposited the Guaranteed Settlement Payments into an escrow account controlled by the

Settlement Administrator, such that the settlement consideration is funded and held by a neutral third party as of the date of this Order. Once final approval is granted, no portion of the settlement funds will revert to Defendants, and attorneys' fees, the service award, and notice and administration costs will be paid separately, without reducing the recovery available to the Class. In short, the Settlement appears fair, reasonable, adequate, and within the range of possible final approval, and thus, notice to members of the Settlement Class should issue as directed below.

**2. Class Notice.** The Court finds that the Long-Form Class Notice (Exhibit A), the Email Notice (Exhibit B), the Publication Notice (Exhibit C), and the Claim Form (Exhibit D) to the Settlement Agreement, and the Notice Plan described in Article VII of the Settlement Agreement, including the establishment of the Settlement Website and a toll-free telephone number by the Notice Date: (a) constitute the best notice practicable under the circumstances; (b) constitute valid, due, and sufficient notice to all members of the Settlement Class; and (c) comply fully with California Code of Civil Procedure section 382, California Rules of Court, rules 3.766 and 3.769(f), due process, and other applicable law.

**3. Certification of the Settlement Class.** For purposes of settlement only, this Court finds on a preliminary basis that the class as defined in the Settlement Agreement (the "Settlement Class") meets all requirements for certification of a settlement class under Section 382 of the Code of Civil Procedure, Civil Code Section 1781, Rule 3.769 of the California Rules of Court, and applicable case law. Specifically, the Court provisionally finds that members of the Settlement Class are ascertainable; that members of the Settlement Class are so numerous that joinder of all members would be impracticable; that the litigation and proposed settlement raise issues of law and fact common to the claims of the Class Members and these common issues predominate over any issues affecting only individual members of the Settlement Class; that the claims of the named Plaintiff are typical of the claims of the Settlement Class; that in prosecuting this Action and negotiating and entering into the Settlement Agreement, the named Plaintiff and his counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement; and that a class action is superior to other methods available for adjudicating the controversy.

**IT IS ORDERED THAT:**

**1. Settlement Approval**. The Settlement Agreement, including the Long-Form Class Notice, Email Notice, Publication Notice, and Claim Form attached to the Settlement Agreement as Exhibits A through D, is preliminarily approved.

**2. Provisional Certification of Settlement Class.** The Court provisionally certifies the Settlement Class, which is composed of:[2]

> All persons in the United States who purchased one or more 7Tabz Products for personal use, and not for resale, during the Class Period (January 1, 2024 through the date of entry of this Order). 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. Appointment of Class Representative and Class Counsel.** The Court provisionally appoints Plaintiff S.C. as the representative of the Settlement Class. For purposes of settlement only, the Court finds that counsel for the Settlement Class — Lynch Carpenter, LLP, and Todd D. Carpenter and Scott G. Braden of that firm — are qualified, experienced, and skilled attorneys capable of adequately representing the Settlement Class, and they are provisionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the interests of the Settlement Class.

**4. Settlement Administrator.** The Court appoints RG/2 Claims Administration LLC as the Settlement Administrator under the terms of the Settlement Agreement.

**5. Provision of Class Notice.** The Settlement Administrator shall implement the Notice Plan as set forth in Article VII of the Settlement Agreement, and Defendants shall pay all Notice and Administration Costs as provided therein.

**6. Escrow Account; Qualified Settlement Fund.** The Court approves the Escrow Account established and controlled by the Settlement Administrator pursuant to Section 11.1 of the Settlement Agreement, into which Defendants have deposited the Guaranteed Settlement Payments. Upon entry of

[2] For the avoidance of doubt, this certification of a preliminary Settlement Class under this Order is for settlement purposes only. Certification shall not constitute, nor be construed as, an admission by Defendants that any other proposed or certified class action is appropriate for class treatment. Entry of this Order is without prejudice to the rights of Defendants to: (1) oppose class certification in this action should the Settlement not be approved or not be implemented for any reason; or (2) oppose class certification in any other proposed class action.

this Order, the Escrow Account shall constitute, and shall thereafter be held and administered as, a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 (the "QSF"), without any further transfer of funds. The Escrow Account and the QSF are and shall remain subject to the continuing jurisdiction of this Court. The Settlement Administrator is appointed as the administrator of the QSF for purposes of Treasury Regulations §§ 1.468B-1 through 1.468B-5 and shall be responsible for all tax filings, elections, and payments of the QSF as provided in the Settlement Agreement, including any relation-back election under Treasury Regulation § 1.468B-1(j)(2). No funds may be disbursed from the Escrow Account or the QSF except as provided in the Settlement Agreement or by further order of this Court.

**7. Requests for Exclusion.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a Request for Exclusion, or "opt-out," to the Settlement Administrator, either electronically through the Settlement Website by 11:59 p.m. Pacific Time on the Opt-Out Deadline or by mail postmarked or received on or before the Opt-Out Deadline, stating the member's name, address, and telephone number; identifying this Action; and stating clearly the member's intent to be excluded. Requests for Exclusion must be exercised individually; no person may request exclusion on behalf of a group or purported class. A Settlement Class Member who submits a timely and valid Request for Exclusion will not be bound by the Settlement, will receive no payment under the Settlement Agreement (including the Direct Benefit), and may not object to the settlement. The Settlement Administrator shall provide counsel for the Parties with a report of all Requests for Exclusion within seven (7) days after the Opt-Out Deadline, which shall be filed with the Motion for Final Approval. All further procedures governing Requests for Exclusion are as set forth in Section 9.1 of the Settlement Agreement.

**8. Objections.** Any Settlement Class Member who has not submitted a Request for Exclusion may object in writing to the Settlement, the Fee and Cost Award, or the Service Award. Written objections and supporting papers must clearly identify the case name and number and must be mailed to the Settlement Administrator, postmarked on or before the Objection Deadline, and must contain: the objector's full name, address, and telephone number; a written statement of all grounds for the objection, with any legal support; copies of any papers, briefs, or other documents on which the objection is based; a statement whether the objector intends to appear at the Final Approval Hearing; a list of any persons

who will be called to testify in support of the objection; 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; a list of all objections to class action settlements filed by the objector or the objector's counsel in the previous three (3) years; and the signature of the objector and of the objector's counsel, if any. The postmark date on the mailing envelope shall be the exclusive means used to determine whether an objection or notice of intention to appear is timely; if the postmark is illegible, the objection or notice shall be deemed untimely unless received by the Settlement Administrator within two (2) calendar days after the Objection Deadline. The Settlement Administrator shall provide any written objections to Class Counsel within five (5) calendar days of receipt, and Class Counsel shall file all objections received, together with any responses thereto, with the Motion for Final Approval, or promptly after receipt as to any objection received after that filing. No Settlement Class Member shall be heard at the Final Approval Hearing, individually or through counsel, unless a timely written objection and notice of intention to appear have been submitted as provided in this paragraph and in Section 9.2 of the Settlement Agreement. Settlement Class Members who fail to comply with these requirements shall be deemed to have waived all objections, whether by appeal or otherwise.

**9. Termination.** If the Settlement Agreement is terminated pursuant to its terms or by Court order, the Settlement Agreement (other than the provisions expressly designated therein as surviving) shall become void and of no effect, certification of the Settlement Class shall be vacated, and all funds shall be returned to Defendants as provided in the Settlement Agreement. The Parties shall revert to their respective positions in the Action status quo ante, and neither the Settlement Agreement nor any other 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 the Settlement Agreement.

**10. No Admission.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

**11. Stay of Proceedings; Interim Bar.** All proceedings in this Action are stayed pending final approval of the Settlement, except as may be necessary to effectuate the Settlement or comply with its terms. Pending final approval, all Settlement Class Members who have not submitted a timely and valid

Request for Exclusion are barred from commencing, prosecuting, or continuing any action, arbitration, or other proceeding in any court, arbitration forum, or tribunal against Defendants or any other Released Party asserting any Released Claim as defined in the Settlement Agreement. For the avoidance of doubt, this bar does not extend to any claim for personal injury, bodily injury, wrongful death, survival, or emotional distress arising from bodily injury, none of which is released under the Settlement Agreement. The stay and bar imposed by this paragraph shall dissolve automatically if the Settlement Agreement is terminated pursuant to its terms.

**12. Further Procedures.** The Parties may, by written agreement and without further order of the Court, make non-material modifications to the Settlement Agreement, the notice documents, and the Claim Form, including the correction of typographical errors and conforming changes to dates, provided that no such modification shall shorten any period for Settlement Class Members to submit Claims, object, or request exclusion, or change the date of the Final Approval Hearing. Counsel for the Parties are further authorized to agree to all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with this Order or the terms of the Settlement Agreement.

**13. Retention of Jurisdiction.** At the Parties' request and pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties, the Settlement Class, the Settlement Agreement, the Escrow Account, and the QSF for all purposes, including the administration, interpretation, effectuation, and enforcement of the Settlement Agreement and this Order, until performance in full of all of the Settlement Agreement's terms.

**14. Final Approval Hearing.** The Final Approval Hearing shall be on _____ [DATE] at _____ [TIME] in Department N-27 of this Court. At the Final Approval Hearing, the Court shall determine whether final approval of the Settlement is warranted, and whether Class Counsel's Motion for Fee and Cost Award and Plaintiff Service Award shall be approved and in what amounts. Based on the date of this Order and the date of the Final Approval Hearing, the following are the associated dates in this Settlement:

| **Event** | **Timing** |
|---|---|
| Hearing on Unopposed Motion for Preliminary Approval | October 23, 2026, 1:30 p.m. |

| | |
|---|---|
| Last day for Defendants to provide the Settlement Administrator with the data described in Section 5.1 of the Settlement Agreement: (a) a list of all DTC Class Members reflected in Defendants' records, including (to the extent possessed) 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 Settlement Administrator reasonably requires to verify DTC Additional Claims. | 5 business days after entry of Preliminary Approval Order |
| The Notice Date: the last day for Class Counsel, through the Settlement Administrator, to disseminate Class Notice via direct Email Notice and Digital Publication Notice. For the avoidance of doubt, Email Notice must be substantially complete by this date, and the Settlement Website and Digital Publication Notice must be live and accessible to Settlement Class Members. | 30 days after entry of Preliminary Approval Order |
| Last day for Settlement Class Members to submit a Claim Form, submit a Request for Exclusion, or object to the Settlement (i.e., the Claims Deadline, Opt-Out Deadline, and Objection Deadline, as defined in the Settlement Agreement, and together, the "Response Deadline"). | 90 calendar days after entry of Preliminary Approval Order or 60 days after the Notice Date, whichever is later |
| Last day for Plaintiff to file the Motion for Fee and Cost Award and Plaintiff Service Award. | 75 days after entry of Preliminary Approval Order or 14 before the Response Deadline, whichever is earlier |
| Last day for Plaintiff to file the Motion for Final Approval, including any written objections received together with any responses thereto. The Settlement Administrator shall provide a declaration attesting to compliance with the Notice Plan, and reporting all Requests for Exclusion and objections received, in sufficient time to be filed with the Motion for Final Approval. | 10 calendar days before Final Approval Hearing |

This Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the Settlement Website posting, Class Counsel will not be required to provide any additional notice to Settlement Class Members.

**IT IS SO ORDERED.**

Dated: _____

_____
HON. CYNTHIA A. FREELAND
SAN DIEGO SUPERIOR COURT JUDGE

# EXHIBIT 2


LYNCH
CARPENTER
Pittsburgh ▪ San Diego
Los Angeles ▪ Philadelphia

# OUR MISSION

Lynch Carpenter is a national law firm with a singular mission – to provide a voice to those who have been silenced by the disproportionate powers which too often exist in America. With lawyers based in Pittsburgh, San Diego, Los Angeles, and Philadelphia, Lynch Carpenter has created an inclusive national community of like-minded legal talent to represent plaintiffs in complex litigation. Lynch Carpenter lawyers have developed strong collaborative working relationships with counsel throughout the nation and have been involved in numerous high-profile multidistrict litigation proceedings, frequently in leadership roles.

The Lynch Carpenter platform is self-made, without reliance upon the legacy of a long-established "repeat player" law firm and is based upon the fundamental principle that input from a broad base of lawyers with diverse backgrounds, working together with mutual respect, will result in the strongest possible organization. The firm strives to provide equal opportunities for promotion and leadership to its attorneys and supporting professionals. A majority of Lynch Carpenter attorneys have been appointed to leadership positions in multidistrict or otherwise consolidated litigation, or in class-action matters involving financial fraud (including securities fraud, derivative actions, and lending fraud), data breach, privacy, consumer fraud, breach of contract, labor and employment, antitrust, and civil rights, in federal and state courts throughout the country.

Lynch Carpenter represents a wide variety of clients, including individual consumers and employees, small businesses, non-profits, issue advocacy groups, and governmental entities. Over the past ten years, Lynch Carpenter lawyers emerged as national leaders in data breach and privacy litigation, and in that time have negotiated or contributed to class recoveries totaling more than $250 million in that sector alone. Along the way, the Lynch Carpenter team has generated seminal legal authority in both trial and appellate courts. For example, in 2018, as a direct result of Lynch Carpenter's tenacious appellate advocacy, the Pennsylvania Supreme Court became one of the first state high courts to recognize that a common-law duty of reasonable care applies to the collection and management of sensitive electronically-stored data. This landmark opinion, *Dittman v. UPMC*, 196 A.3d 1036 (Pa. 2018), paved the way for data breach victims to bring viable negligence claims against companies whose inadequate security practices allow major breach incidents to happen.

In October 2020, *The Legal Intelligencer* named Lynch Carpenter (under its predecessor name) "Litigation Department of the Year" for general litigation in Pennsylvania. In 2021, the firm was named as a finalist for Litigation Department of the Year in the Pennsylvania region by *The American Lawyer*. In 2022, the firm was named as a finalist for Privacy/Data Breach firm of the year by *ALM*. In 2023 and 2024, the firm was named as a Pennsylvania Powerhouse by *Law360*. Most recently, the firm received a Band 1 ranking from *Chambers and Partners*. Several of its partners co-authored updates to *Class Actions: The Law of 50 States*, published by Law Journal Press, from 2021 to 2023. Lynch Carpenter's attorneys are recipients of numerous additional individual awards, as described in more detail in the individual biographies on the firm's website.

Lynch Carpenter continues to grow and establish itself as a leader in representing plaintiffs in complex litigation throughout the country. The firm remains committed to developing its younger lawyers and providing them with opportunities for professional growth, both inside and outside of the firm. In leading major complex litigation, the firm draws strength from its decentralized management structure, which fosters collaboration within the firm and enables the assembly of internal litigation teams for each case and epitomizes the synergistic benefits which result from a group of good lawyers working together to do good things.

## REPRESENTATIVE AND NOTABLE CASES

## PRIVACY & DATA BREACH LITIGATION

***Hasson v. Comcast Cable Communications, LLC***, No. 2:23-cv-05039 (E.D. Pa.). In May 2024, Judge Younge appointed Gary Lynch as Co-Lead counsel in this consolidated action involving a data breach that impacted the personal information of 36 million individuals. In December 2025, the parties negotiated a proposed settlement that will provide up to $115 million in relief for the class; preliminary approval granted in January 2026.

***In re: MOVEit Customer Data Security Breach Litig.***, MDL No. 3083 (D. Mass.). In January 2024, Judge Burroughs appointed Gary Lynch as Co-Lead Counsel in this sprawling MDL arising from an exploited file-sharing software vulnerability, which led to thousands of data breaches that compromised PII and PHI of nearly 80 million individuals. In December 2024, the court granted in part and denied in part the defendants' motion to dismiss for lack of Article III standing. In July of 2025, the court denied in part and granted in part certain bellwether defendants' motions to dismiss for failure to state a claim.

***In re: Change Healthcare Inc., Customer Data Security Breach Litig.***, MDL No. 3108 (D. Minn.). Gary Lynch serves as the court-appointed chair of the Patient Track Plaintiffs' Steering Committee in this MDL arising from a data breach that compromised the personally identifying information and protected health information of 190 million individuals. The Patient Track Plaintiffs filed their consolidated amended complaint in January 2025. Defendants' motions to dismiss were granted in part and denied in part in December 2025.

***Kolstedt v. TMX Finance Corporate Services, Inc.***, No. 4:23-cv-00076 (S.D. Ga.). In September 2023, Judge Baker appointed Kelly Iverson as Co-Lead Counsel in this consolidated litigation involving a data breach impacting 5 million consumers. In August 2025, the court granted final approval to a $42 million class action settlement agreement.

***In re: Shields Health Group, Inc. Data Breach Litig.***, No. 1:22-cv-10901 (D. Mass.). Kelly Iverson serves as Co-Lead Counsel in this consolidated action arising from a data breach at a healthcare company that compromised the personal information of nearly 2.4 million individuals. The parties reached a $15,350,000 class settlement that received final approval in December 2025.

***In re: Apple Data Privacy Litig.***, No. 5:22-cv-07069 (N.D. Cal.). Lynch Carpenter serves as Co-Lead Counsel in this putative class action against Apple alleging the improper collection and use of mobile device users' data during interactions with Apple's proprietary applications. In September 2024, Judge Davila granted in part and denied in part, the Defendant's motion to dismiss.

***In re TikTok, Inc., Consumer Privacy Litig.***, No. 20-cv-4699 (MDL No. 2948) (N.D. Ill.). Judge Lee appointed a Lynch Carpenter attorney as Co-lead Counsel in this MDL alleging that one of the world's biggest social media platforms captured, collected, and transmitted personal data from TikTok users and their devices without their consent and/or knowledge, including private information and biometric information within the meaning of the Illinois Biometric Information Privacy Act. In August 2022, a settlement for $92 million received final approval.

***In re Wawa, Inc. Data Security Litig.***, No. 2:19-cv-6019 (E.D. Pa.). Gary Lynch was appointed Co-Lead Counsel for a putative class of financial institution plaintiffs in consolidated actions brought against Wawa, Inc. arising out of a 2019 payment card data breach involving the convenience store's point-of- sale systems. A consolidated amended complaint was filed in July 2020, and in 2021 the district court denied the defendant's motion to dismiss the primary claims. In March 2023, the parties negotiated a proposed settlement that will provide up to $37 million in relief for the class; a final approval of the settlement was granted in December 2025.

***In re Equifax, Inc. Customer Data Security Breach Litig.***, MDL No. 2800 (N.D. Ga.). The Equifax data breach compromised the nation's entire credit reporting system. More than 400 lawsuits filed by consumers and financial institutions were consolidated in the MDL. Gary Lynch was appointed Co-Lead Counsel for financial institution plaintiffs. After significant dispositive motions practice and initial rounds of discovery, the parties negotiated a settlement of the financial institution class action that provides up to $7.75 million in cash benefits, plus additional injunctive relief. The court granted final approval in October 2020.

***In re Blackbaud, Inc. Customer Data Breach Litig.***, MDL No. 2972 (D.S.C.). In 2020, data security company Blackbaud, Inc. was target for a ransomware attack. In the litigation that followed, brought by Blackbaud's customers, Kelly Iverson was appointed to the Plaintiffs' Steering Committee. On October 19, 2021, the Honorable J. Michelle Childs denied Blackbaud's motion to dismiss Plaintiffs' negligence and gross negligence claims. Defendant's motion for summary judgment is currently pending.

***Popa v. Harriet Carter Gifts, Inc.***, 52 F.4th 121 (3d Cir. 2022). Lynch Carpenter won reversal of a district court's summary judgment for defendants in a case regarding applicability of Pennsylvania's Wiretapping and Electronic Surveillance Control Act ("WESCA"), 18 PA. CONS. STAT. 5702 *et seq*. The Third Circuit rejected the defendants' attempt to establish a "direct party" exception to WESCA, which would have undermined the two-party consent requirement of the statute. The Third Circuit also confirmed that defendants bear the burden of proving a prior consent defense, and that the location of electronic interception of website communications under WESCA is at the point where software re-routes transmissions from a user's device, not where the website communications are ultimately received. After the district court's second summary judgment ruling in favor of defendants, Lynch Carpenter is again appealing to the Third Circuit to correct the district court's erroneous ruling regarding consent and online browsing.

***In re Marriott International Customer Data Security Breach Litig.***, MDL No. 2879 (D. Md.). Lynch Carpenter was appointed to the Plaintiffs' Steering Committee in this MDL related to the data breach involving Starwood guest information dating back to at least 2014. The MDL includes more than 100 cases and is in pretrial litigation. The district court certified several bellwether classes in May 2022 and the Fourth Circuit granted the defendant's Rule 23(f) appeal. On remand, the case was re-certified by the district court, and upon a subsequent Rule 23(f) appeal, de-certified by the Fourth Circuit in 2025.

***Baker v. ParkMobile, LLC***, No. 1:21-cv-02182 (N.D. Ga.). This case involved a data breach of ParkMobile's servers, impacting personal information of 21 million consumers. Nicholas Colella was appointed to the Plaintiffs' Steering Committee. Judge Steve Jones denied ParkMobile's motion to dismiss the negligence, negligence per se, and state consumer protection claims. In May 2025, the court granted final approval to a $9 million class settlement.

***In re Home Depot Customer Data Breach Litig.***, MDL 2583 (N.D. Ga.). In this MDL, Lynch Carpenter attorneys represented financial institutions in litigation related to the major data breach at the retailer which continued for almost six months in 2014 and resulted in the compromise of approximately 56 million payment card accounts. Lynch Carpenter was appointed by Judge Thrash to be one of three Lead Counsel managing the financial institution track of the litigation. In September 2017, the Court granted final approval to a comprehensive class settlement that provides over $27 million in relief to the financial institution class.

***First Choice Federal Credit Union v. The Wendy's Company et al.***, No. 2:16-cv-0506 (W.D. Pa.). This class action arose out of malware installed on the point-of-sale systems of Wendy's franchised restaurants for the purpose of capturing and ex-filtrating customer payment card data. Approximately 18 million payment cards were exposed. The United States District Court for the Western District of Pennsylvania consolidated several proposed class actions and appointed Lynch Carpenter as Co-lead Counsel on behalf of the plaintiff financial institutions. In November 2018, after three rounds of in- person mediation, Wendy's agreed to pay $50 million into a non-

reversionary fund and to adopt and/or maintain certain reasonable safeguards to manage its data security risks. When the settlement received final approval in November 2019, the Honorable Maureen P. Kelly noted Class Counsel's "national reputation," "significant experience in these types of class actions and in data breach litigation," and "high level of skill and efficiency." Judge Kelly further explained:

> This case has gone on for three and a half years…This was a very involved case and everyone brought to the table an incredible wealth of knowledge, was always prepared, really was thorough and professional in everything that was provided to the Court. And as involved as this case was, if every case I had was as well organized and professionally presented as this case has been, my life would be much easier… The briefs I got in this case and any filings were just so well-done and detailed. And my law clerks and I have discussed that a number of times. I want to thank counsel for the way you have conducted yourselves and the way you've all presented this case.

***Dittman et al. v. UPMC d/b/a The University of Pittsburgh Medical Center and UPMC McKeesport***, Allegheny Cty., Pa. No. GD-14-003285; 196 A.3d 1036 (Pa. 2018). Lynch Carpenter represented several employees of the health care group UPMC in a class action stemming from a breach of UPMC's personnel files. On November 21, 2018, the Supreme Court of Pennsylvania issued a landmark decision, reversing two lower courts, regarding the viability of common law negligence claims in the wake of a data breach. The Court found that UPMC engaged in affirmative conduct by collecting and storing employee data, and that general principles of negligence support holding actors to "a duty to others to exercise the care of a reasonable man to protect [others] against an unreasonable risk of harm to them arising out of the act." As to the economic loss doctrine, the Court agreed with Plaintiffs' interpretation of Pennsylvania legal precedent on the issue, finding that the question of whether the economic loss doctrine applies necessarily turns on the "source of the duty alleged," and, accordingly, a plaintiff may seek pecuniary damages under a negligence theory if the duty sought to be enforced arises independently of any contractual relationship between the parties. After remand to the trial court, additional motions practice, and initiating discovery, the parties reached a multimillion-dollar settlement that received final approval in December 2021.

***In re Target Corporation Customer Data Breach Litig.***, MDL 2522 (D. Minn.). Gary Lynch was appointed to a five-member Plaintiffs' Executive Committee that is managed this litigation on behalf of all Plaintiffs. A settlement agreement which provides $10 million to affected individual customers was granted final approval in November 2015. A separate settlement providing approximately $39 million in relief to plaintiff financial institutions was given final approval in May 2016.

## Consumer Protection/Products Liability

***In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litig.***, MDL No. 3014 (W.D. Pa.). In February 2022, Kelly Iverson was appointed as one of four Co-Lead Counsel from a pool of 75 applicants. The MDL includes over 300 actions involving allegations regarding the potentially harmful degradation of sound abatement foam on recalled continuous positive airway pressure (CPAP) machines and the manufacturers' conduct in marketing and ultimate recall of the machines. The parties negotiated a proposed $479 million resolution of the economic loss claims in the case, which received final approval in April 2024. The parties further reached a $1.075 billion dollar settlement to resolve the personal injury and medical monitoring claims in April 2024.

***In re East Palestine Train Derailment***, No. 4:23-cv-00242 (N.D. Ohio). The court appointed Kelly Iverson to the Plaintiffs' Steering Committee in this consolidated action arising from the derailment of a Norfolk Southern train and subsequent release of toxic chemicals in East Palestine, Ohio. The parties reached a $600 million settlement which received final approval in September 2024. An appeal is pending.

***In re Robinhood Outage Litig.***, No. 20-cv-1626 (N.D. Cal.). In July 2020, Jamisen Etzel was appointed to the Executive Committee overseeing consolidated actions brought by consumers who sustained losses when the trading application Robinhood suffered severe service outages during a period of intense market volatility. A class settlement received final approval in July 2023 for $9.9 million.

***Luca v. Wyndham Hotel Group, LLC***, No. 2:16-cv-746 (W.D. Pa.). Lynch Carpenter attorneys were Co-Lead Counsel in a class action against the Wyndham hotel companies for violations of New Jersey consumer protection statutes. Plaintiffs alleged that Wyndham's websites deceptively masked the resort fees charged at certain hotels and forced patrons to agree to illegal terms and conditions. In 2017, plaintiffs defeated a motion to dismiss filed by two of the primary operating subsidiaries. A class settlement worth up to $7.6 million was reached in 2019 and approved later that year.

***Morrow v. Ann Inc.***, No. 16-cv-3340 (S.D.N.Y.). Lynch Carpenter attorneys were Co-Class Counsel in a case alleging deceptive pricing practices by a major national retail chain. After plaintiffs overcame a motion to dismiss, the case settled for $6.1 million worth of class benefits. The settlement was approved in April 2018.

***In re Rust-Oleum Restore Marketing, Sales Practices and Prods. Liab. Litig.***, No. 1:15-cv- 1364 (N.D. Ill.): In this sprawling products liability MDL relating to defective deck resurfacing products, a Lynch Carpenter attorney was instrumental in negotiating a $9.3 million settlement providing meaningful relief to consumers, which received final approval in March of 2017 by the Honorable Amy J. St. Eve of the United States District Court for the Northern District of Illinois, now a sitting Judge of the Court of Appeals for the Seventh Circuit.

## Financial Fraud, Lending Practices, and Securities

***CitiMortgage SCRA Litig.***, (S.D.N.Y.). Lynch Carpenter attorneys were Tri-Lead Counsel in this class action against CitiMortgage on behalf of Sergeant Jorge Rodriguez in the Southern District of New York. This case alleges that CitiMortgage improperly foreclosed upon Mr. Rodriguez's home (and the homes of similarly situated individuals) while he was serving in Iraq, in violation of the Servicemembers Civil Relief Act. The case settled and received final approval in October 2015, securing $38.2 million for members of our military service.

***In re Community Bank of Northern Virginia and Guaranty National Bank of Tallahassee Secondary Mortgage Loan Litig.***, (W.D. Pa./3d Cir.). Lynch Carpenter attorneys were Co-Lead Class Counsel in this national litigation on behalf of second mortgage borrowers under the Real Estate Settlement Procedures Act. The class was certified by the district court and affirmed by the Third Circuit, 795 F.3d 380 (2015). A class settlement was finalized in early 2017 and obtained a total recovery of $24 million.

***In re Motorola Securities Litig.***, No. 03-cv-287 (N.D. Ill.). A Lynch Carpenter attorney represented the State of New Jersey's Division of Investment in this securities class action against Motorola, stemming from misrepresentations made by the company regarding a $2 billion loan it made to a Turkish entity that was not repaid. The case settled a few days before trial for $190 million.

***Figueroa v. Capital One***, No. 18-cv-692 (S.D. Cal.). Todd Carpenter and Eddie Kim served as Class Counsel in a class action challenging the unlawful assessment of multiple ATM fees in contravention of the customer account agreement, which resulted in a $13 million settlement.

***Schertzer v. Bank of America***, No. 19-cv-264 (S.D. Cal.). Lynch Carpenter attorneys represent bank customers who were assessed out-of-network ATM fees for balance inquiries transpiring from deceptive ATM prompts utilized by independent ATM operators Cardtronics and FCTI. Plaintiffs prevailed on challenges to the pleadings. In May 2025, the court granted in part and denied in part the defendant's motion for reconsideration of the class certification order.

***Bingham v. Acorns Grow***, No. 30-2019-0150842 (Cal. Sup. Ct. Orange Cnty.). Eddie Kim served as Class Counsel in a class action on behalf of customers of a financial mobile app that automatically transferred "spare change" from each purchase using debit cards issued by customers' banks into an Acorns Grow investment account. This action challenged the app's failure to prevent overdrafts of customers' checking accounts as a result of the automated transfers and the resultant assessment of overdraft fees. A $2.5 million settlement received final approval in September 2022.

## COVID-19 Closures Litigation

***Hickey v. Univ. of Pittsburgh***, 8 F.4th 301 (3d Cir. 2023). Gary Lynch argued in front of the Third Circuit after motions to dismiss were granted in favor of the University of Pittsburgh and Temple University. The District Courts held that students could not bring a breach of implied contract under Pennsylvania law, and must point to specific promises in writing. The Third Circuit reversed and remanded, adopting Mr. Lynch's argument that nothing in Pennsylvania case law suggests implied contract claims brought by students are barred, but rather, can be inferred based on course of conduct and marketing material received by the students that tout the benefits of campus. The Third Circuit also reversed the District Courts' dismissal of unjust enrichment in the alternative. In July 2025, the court granted final approval to a $7.85 million class action settlement.

***Ramey v. The Pennsylvania State University***, No. 2:20-cv-00753 (W.D. Pa.). Lynch Carpenter serves as co-lead counsel for students enrolled at Penn State University during the Spring 2020 semester, who received only remote online only instruction and lost access to most campus facilities during the Covid-19 pandemic. In February 2025, the court granted final approval to a $17 million class settlement for approximately 72,000 class members, is the largest settlement in the nation for claims of this type.

***Ryan v. Temple University***, No. 5:22-cv-02164 (E.D. Pa.). Lynch Carpenter serves as co-lead counsel in this consolidated tuition and fee refund class action case against Temple University which alleged that the university breached implied contracts and/or was otherwise unjustly enriched when it transitioned from in-person education to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. Following remand from successful appeal before the United States Court of Appeals for the Third Circuit, the parties reached a $6.9 million class action settlement that will resolve all the claims asserted in the litigation. The settlement received final approval to the settlement in February 2025.

***Pfingsten v. Carnegie Mellon University***, No. 2:20-cv-00716 (W.D. Pa.). Lynch Carpenter serves as co-lead counsel in this tuition and fee refund class action case against CMU, which alleged that university the breached implied contracts and/or was otherwise unjustly enriched when it transitioned from in-person education to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. In July 2025, the court granted final approval to a $4.8 class action settlement agreement.

***Kincheloe v. Univ. of Chicago***, No. 1:20-cv-03015 (N.D. Ill.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of $4.95 million, which received final approval in May 2024.

***Smith v. Univ. of Pennsylvania***, No. 2:20c-cv-2086 (E.D. Pa.). Lynch Carpenter was appointed co-lead counsel to represent students who paid for in-person learning but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. Plaintiffs prevailed on a motion to dismiss as to the fees paid for the semester. The parties reached a settlement of $4.5 million for the class, which received final approval in January 2023.

## WAGE AND HOUR & EMPLOYMENT DISCRIMINATION LITIGATION

***Genesis Healthcare v. Symczyk***, No. 11-1059 (U.S. Supreme Court). Gary Lynch served as Counsel of Record before the United States Supreme Court in an appeal addressing the application of mootness principles in a putative collective action filed under Section 216(b) of the Fair Labor Standards Act. When defendant served the plaintiff with a Rule 68 offer of judgment for "make whole" relief, the district court dismissed the case as moot. Gary Lynch successfully argued the appeal in the United States Court of Appeals for the Third Circuit, which held that the FLSA collective action did not become moot upon the plaintiff's receipt of a Rule 68 offer of judgment for full satisfaction of her individual claim. The Supreme Court reversed in a 5-4 opinion, with Justice Kagan writing a strong dissent on behalf of our client—a position which was subsequently adopted by the majority of the Court in *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153 (2016). Plaintiff's position before the Supreme Court was supported by the United States as Amicus Curiae.

***Verma v. 3001 Castor Inc.***, No. 2:13-cv-03034 (E.D. Pa.). As Co-Class Counsel, Lynch Carpenter attorneys won a $4.59 million jury verdict in 2018 for misclassified workers at a Philadelphia nightclub. The claims were brought under the FLSA and Pennsylvania Minimum Wage Act. The trial verdict was fully affirmed by the Third Circuit in August 2019.

***Reynolds v. Turning Point Holding Co., et. al.***, No. 2:19-cv-01935 (E.D. Pa.). Lynch Carpenter served as co-lead counsel in this wage and hour class action and collective action that alleged that the defendants failed to properly provide complete and accurate tip credit notification to their tipped employees in violation of the FLSA and similar state wage and hour laws. Following extensive discovery and motions practice, the parties reached a $799,500 settlement on behalf of classes consisting of Pennsylvania and New Jersey employees. The settlement received final approval on March 3, 2023.

***Copley v. Evolution Well Services, LLC***, No. 2:20-cv-01442 (W.D. Pa.). In February 2022, Lynch Carpenter obtained collective certification under the FLSA of several hundred "hitch employees." These employees spent hours per week travelling to remote job sites, time for which they were unpaid. In July 2023, Judge Wiegand finally approved a $2.55 million dollar settlement for the FLSA collective, as well as Pennsylvania and Ohio state classes.

***Wintjen v. Denny's, Inc. et al.***, No. 2:19-cv-00069 (W.D. Pa.). On November 18, 2021, Judge Wiegand of the Western District of Pennsylvania granted class and conditional certification and appointed Lynch Carpenter LLP as Class Counsel. The class encompasses all tipped employees within the Commonwealth of Pennsylvania and involves Denny's failure to comply with the tip credit notification requirements as well as the 80/20 rule regarding side work.

## ANTITRUST

***In re Railway Industry Employee No-Poach Antitrust Litig.***, MDL No. 2850 (W.D. Pa.), Chief Judge Joy Flowers Conti appointed Lynch Carpenter partner Kelly K. Iverson as Plaintiffs' Liaison Counsel on behalf of the class of employees who alleged the defendants and their co-conspirators entered into unlawful agreements to reduce and eliminate competition among them for employees and to suppress the compensation of those employees. The two defendants agreed to class settlements worth a combined $48.95 million, and final approval was granted in August 2020.

***In re Blue Cross Blue Shield Antitrust Litig.***, MDL No. 2406 (N.D. Ala.). Lynch Carpenter represented healthcare subscriber plaintiffs in four states in this nationwide class action challenging the anti-competitive practices of Blue Cross/Blue Shield's nationwide network of local insurers who do not compete with each other based on geographic boundaries. A $2.7 billion settlement received final approval in August 2022. After appeal of final approval, and the Eleventh Circuit affirmed the judgment approving the settlement in October 2023.

***In re FICO Antitrust Litig. Related Cases***, No. 1:20-CV-02114 (N.D. Ill.). Lynch Carpenter attorneys are representing a credit union in one of ten related actions alleging that Fair Isaac Corporation (FICO) engaged in monopolistic behavior that caused the plaintiffs to overpay for FICO credit scores, in violation of the Sherman Act and various state laws.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

S.C., individually and on behalf of all others similarly situated,

Plaintiff,

v.

7TABZ RETAIL, LLC, a Florida limited liability company, 7TABZ DISTRIBUTION, LLC, a Florida limited liability company, and DOES 1-20, inclusive,

Defendants.

Case No. 26CU001419N

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

On October 23, 2026, this Court heard Plaintiff S.C.'s ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Settlement and Provisional Class Certification (the "Motion").[1] The Court reviewed the Motion, including the accompanying Settlement Agreement and Release (the "Settlement Agreement") between Plaintiff and Defendants 7Tabz Retail, LLC and 7Tabz Distribution, LLC (collectively, "7Tabz" or "Defendants" and, together with Plaintiff, the "Parties"). Based on this review and the findings below, the Court finds good cause to grant the Motion.

**FINDINGS:**

1. The Court has reviewed the Settlement Agreement and finds that the settlement memorialized therein appears to be the product of serious, informed, non-collusive, arm's-length

[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

negotiations between the Parties and their well-informed and experienced counsel, conducted with the assistance of an experienced and neutral mediator. The Court further finds that the settlement falls within the range of reasonableness and possible final approval as fair, reasonable, and adequate, thereby meeting the requirements for preliminary approval.

2. The Settlement provides direct, non-reversionary relief to the Settlement Class. Direct-to-consumer Class Members ("DTC Class Members"), who are Settlement Class Members identified in Defendants' records as having purchased 7Tabz Products directly from Defendants, including through the 7Tabz website, will automatically receive a payment of $100.00, with no Claim required. DTC Class Members may also submit a Claim for an additional payment equal to that member's documented purchases of Products during the Class Period, up to an additional $85.00, for a maximum DTC recovery of $185.00, either on a sworn affidavit basis verified against Defendants' records or by submitting Documented Proof of Purchase. Brick and Mortar Class Members ("BMR Class Members") are individuals who purchased Products from a brick-and-mortar or other retail location not operated by Defendants, including from third-party online retailers. BMR Class Members may submit a Claim for a payment of $40.00 by affidavit with no proof of purchase required, provided the claimant attests to at least one location at which a purchase was made and the actual or approximate date of purchase. In general, the store's name (or a close approximation), city, and state—and for an online seller, the website or retailer name—together with the approximate date of purchase, will be sufficient, subject to the Settlement Administrator's discretion. BMR Class Member Claims are limited to one per household unless additional Claims from the household are supported by Documented Proof of Purchase and allowed at the Settlement Administrator's discretion. A BMR Class Member who submits Documented Proof of Purchase may claim an additional amount equal to that member's documented purchases, up to an additional $85.00, for a maximum BMR recovery of $125.00.

3. The Settlement establishes a non-reversionary Common Fund of $1,200,000.00 and a separate Direct Benefit Pool of approximately $117,900.00 for the approximately 1,179 DTC Class Members identified in Defendants' records, subject to adjustment to the count confirmed from the records Defendants produce under Section 5.1, as Section 11.4 of the Settlement Agreement provides. The parties believe that there is a substantial number of BMR Class Members, but those individuals purchased

Defendants' Products from third parties and Defendants have no record of their transactions. The Court further notes two features bearing on fairness. First, under Section 12.3 of the Settlement Agreement, if the total value of approved Claims exceeds the Common Fund, the excess is paid first from the attorneys' fee award before any Settlement Class Member's payment is reduced, subordinating counsel's recovery to that of the Settlement Class. Second, Section 11.1 of the Settlement Agreement required Defendants to deposit the Guaranteed Settlement Payments into an interest-bearing escrow account established and controlled by the Settlement Administrator within fourteen days after execution of the Settlement Agreement, and Class Counsel has confirmed that the deposit was made, such that the settlement consideration is funded and held by a neutral third party as of the date of this Order. Once final approval is granted, no portion of the settlement funds will revert to Defendants, and attorneys' fees, the service award, and notice and administration costs will be paid separately, without reducing the recovery available to the Settlement Class. In short, the Settlement appears fair, reasonable, adequate, and within the range of possible final approval, and thus, notice to members of the Settlement Class should issue as directed below.

4. The Court finds that the Long-Form Class Notice (Exhibit A), the Email Notice (Exhibit B), the Digital Publication Notice (Exhibit C), and the Claim Form (Exhibit D) to the Settlement Agreement, and the Notice Plan described in Article VII of the Settlement Agreement, including the establishment of the Settlement Website and a toll-free telephone number by the Notice Date: (a) constitute the best notice practicable under the circumstances; (b) constitute valid, due, and sufficient notice to all members of the Settlement Class; and (c) comply fully with California Code of Civil Procedure section 382, California Rules of Court, rules 3.766 and 3.769(f), due process, and other applicable law. The Settlement Administrator may finalize the Digital Publication Notice in the formats appropriate to each placement medium, consistent with Exhibit C and the notice program described in the Declaration of Scott G. Braden, without further order of the Court.

5. For purposes of settlement only, this Court finds on a preliminary basis that the class as defined in the Settlement Agreement (the "Settlement Class") meets all requirements for certification of a settlement class under Section 382 of the Code of Civil Procedure, Civil Code Section 1781, Rule 3.769 of the California Rules of Court, and applicable case law. Specifically, the Court provisionally finds that

members of the Settlement Class are ascertainable; that members of the Settlement Class are so numerous that joinder of all members would be impracticable; that the litigation and proposed settlement raise issues of law and fact common to the claims of the Settlement Class Members and these common issues predominate over any issues affecting only individual members of the Settlement Class; that the claims of the named Plaintiff are typical of the claims of the Settlement Class; that in prosecuting this Action and negotiating and entering into the Settlement Agreement, the named Plaintiff and his counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement; and that a class action is superior to other methods available for adjudicating the controversy.

**IT IS ORDERED THAT:**

**1. Settlement Approval**. The Settlement Agreement, including the Long-Form Class Notice, Email Notice, Digital Publication Notice, and Claim Form attached to the Settlement Agreement as Exhibits A through D, is preliminarily approved.

**2. Provisional Certification of Settlement Class.** The Court provisionally certifies the Settlement Class, which is composed of:[2]

> All persons in the United States who purchased one or more 7Tabz Products for personal use, and not for resale, during the Class Period (January 1, 2024 through the date of entry of this Order). 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. Appointment of Class Representative and Class Counsel.** The Court provisionally appoints Plaintiff S.C. as the representative of the Settlement Class. For purposes of settlement only, the Court finds that counsel for the Settlement Class—Lynch Carpenter, LLP, and Todd D. Carpenter and Scott G. Braden of that firm—are qualified, experienced, and skilled attorneys capable of adequately

[2] For the avoidance of doubt, this certification of a preliminary Settlement Class under this Order is for settlement purposes only. Certification shall not constitute, nor be construed as, an admission by Defendants that any other proposed or certified class action is appropriate for class treatment. Entry of this Order is without prejudice to the rights of Defendants to: (1) oppose class certification in this action should the Settlement not be approved or not be implemented for any reason; or (2) oppose class certification in any other proposed class action.

representing the Settlement Class, and they are provisionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the interests of the Settlement Class.

**4. Settlement Administrator.** The Court appoints RG/2 Claims Administration LLC as the Settlement Administrator under the terms of the Settlement Agreement.

**5. Provision of Class Notice.** The Settlement Administrator shall implement the Notice Plan as set forth in Article VII of the Settlement Agreement, including the digital publication program described in the Declaration of Scott G. Braden, and Defendants shall pay all Notice and Administration Costs as provided therein.

**6. Escrow Account; Qualified Settlement Fund.** The Court approves the Escrow Account established and controlled by the Settlement Administrator pursuant to Section 11.1 of the Settlement Agreement, into which Defendants have deposited the Guaranteed Settlement Payments as required by Section 11.1 of the Settlement Agreement. Upon entry of this Order, the Escrow Account shall constitute, and shall thereafter be held and administered as, a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 (the "QSF"), without any further transfer of funds. The Escrow Account and the QSF are and shall remain subject to the continuing jurisdiction of this Court. The Settlement Administrator is appointed as the administrator of the QSF for purposes of Treasury Regulations §§ 1.468B-1 through 1.468B-5 and shall be responsible for all tax filings, elections, and payments of the QSF as provided in the Settlement Agreement, including any relation-back election under Treasury Regulation § 1.468B-1(j)(2). No funds may be disbursed from the Escrow Account or the QSF except as provided in the Settlement Agreement or by further order of this Court.

**7. Requests for Exclusion.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a Request for Exclusion, or "opt-out," to the Settlement Administrator, either electronically through the Settlement Website by 11:59 p.m. Pacific Time on the Opt-Out Deadline or by mail postmarked or received on or before the Opt-Out Deadline, stating the member's name, address, and telephone number; identifying this Action; and stating clearly the member's intent to be excluded. Requests for Exclusion must be exercised individually; no person may request exclusion on behalf of a group or purported class. A Settlement Class Member who submits a timely and valid Request for Exclusion will not be bound by the Settlement, will receive no payment under the Settlement Agreement

(including the Direct Benefit), and may not object to the settlement. The Settlement Administrator shall provide counsel for the Parties with a report of all Requests for Exclusion within seven (7) days after the Opt-Out Deadline, which shall be filed with the Motion for Final Approval. All further procedures governing Requests for Exclusion are as set forth in Section 9.1 of the Settlement Agreement.

**8. Objections.** Any Settlement Class Member who has not submitted a Request for Exclusion may object in writing to the Settlement, the Fee and Cost Award, or the Service Award. Written objections and supporting papers must clearly identify the case name and number and must be mailed to the Settlement Administrator, postmarked on or before the Objection Deadline, and must contain: the objector's full name, address, and telephone number; a written statement of all grounds for the objection, with any legal support; copies of any papers, briefs, or other documents on which the objection is based; a statement whether the objector intends to appear at the Final Approval Hearing; a list of any persons who will be called to testify in support of the objection; 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; a list of all objections to class action settlements filed by the objector or the objector's counsel in the previous three (3) years; and the signature of the objector and of the objector's counsel, if any. The postmark date on the mailing envelope shall be the exclusive means used to determine whether an objection or notice of intention to appear is timely; if the postmark is illegible, the objection or notice shall be deemed untimely unless received by the Settlement Administrator within two (2) calendar days after the Objection Deadline. The Settlement Administrator shall provide any written objections to Class Counsel within five (5) calendar days of receipt, and Class Counsel shall file all objections received, together with any responses thereto, with the Motion for Final Approval, or promptly after receipt as to any objection received after that filing. Unless the Court orders otherwise, no Settlement Class Member shall be heard at the Final Approval Hearing, individually or through counsel, unless a timely written objection and notice of intention to appear have been submitted as provided in this paragraph and in Section 9.2 of the Settlement Agreement. Settlement Class Members who fail to comply with these requirements shall be deemed to have waived all objections, whether by appeal or otherwise.

**9. Termination.** If the Settlement Agreement is terminated pursuant to its terms or by Court order, the Settlement Agreement (other than the provisions expressly designated therein as surviving) shall become void and of no effect, certification of the Settlement Class shall be vacated, and all funds shall be returned to Defendants as provided in the Settlement Agreement. The Parties shall revert to their respective positions in the Action status quo ante, and neither the Settlement Agreement nor any other 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 the Settlement Agreement.

**10. No Admission.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

**11. Stay of Proceedings; Interim Bar.** All proceedings in this Action are stayed pending final approval of the Settlement, except as may be necessary to effectuate the Settlement or comply with its terms. Pending final approval, all Settlement Class Members who have not submitted a timely and valid Request for Exclusion are barred from commencing, prosecuting, or continuing any action, arbitration, or other proceeding in any court, arbitration forum, or tribunal against Defendants or any other Released Party asserting any Released Claim as defined in the Settlement Agreement. For the avoidance of doubt, this bar does not extend to any claim for personal injury, bodily injury, wrongful death, survival, or emotional distress arising from bodily injury, none of which is released under the Settlement Agreement. The stay and bar imposed by this paragraph shall dissolve automatically if the Settlement Agreement is terminated pursuant to its terms.

**12. Further Procedures.** The Parties may, by written agreement and without further order of the Court, make non-material modifications to the Settlement Agreement, the notice documents, and the Claim Form, including the correction of typographical errors and conforming changes to dates, provided that no such modification shall shorten any period for Settlement Class Members to submit Claims, object, or request exclusion, or change the date of the Final Approval Hearing. Counsel for the Parties are further authorized to agree to all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with this Order or the terms of the Settlement Agreement.

**13. Retention of Jurisdiction.** At the Parties' request and pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties, the Settlement Class, the

Settlement Agreement, the Escrow Account, and the QSF for all purposes, including the administration, interpretation, effectuation, and enforcement of the Settlement Agreement and this Order, until performance in full of all of the Settlement Agreement's terms.

**14. Final Approval Hearing.** The Final Approval Hearing shall be on _____ [DATE] at _____ [TIME] in Department N-27 of this Court. At the Final Approval Hearing, the Court shall determine whether final approval of the Settlement is warranted, and whether Class Counsel's Motion for Fee and Cost Award and Plaintiff Service Award shall be approved and in what amounts. Based on the date of this Order and the date of the Final Approval Hearing, the following are the associated dates in this Settlement:

| **Event** | **Timing** |
|---|---|
| Last day for Defendants to provide the Settlement Administrator with the data described in Section 5.1 of the Settlement Agreement: (a) a list of all DTC Class Members reflected in Defendants' records, including (to the extent possessed) 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 Settlement Administrator reasonably requires to verify DTC Additional Claims. | 5 business days after entry of Preliminary Approval Order |
| Parties confirm the count of DTC Class Members from the records produced under Section 5.1 and adjust the Direct Benefit Pool to the confirmed count pursuant to Settlement Agreement § 11.4. | 14 days after entry of Preliminary Approval Order |
| The Notice Date: the last day for Class Counsel, through the Settlement Administrator, to disseminate Class Notice via direct Email Notice and Digital Publication Notice. For the avoidance of doubt, Email Notice must be substantially complete by this date, and the Settlement Website and Digital Publication Notice must be live and accessible to Settlement Class Members. | 30 days after entry of Preliminary Approval Order |
| Last day for Settlement Class Members to submit a Claim Form, submit a Request for Exclusion, or object to the Settlement (i.e., the Claims Deadline, Opt-Out Deadline, and Objection Deadline, as defined in the Settlement Agreement, and together, the "Response Deadline"). | 90 calendar days after entry of Preliminary Approval Order or 60 days after the Notice Date, whichever is later |
| Settlement Administrator provides counsel for the Parties with the report of all Requests for Exclusion described in paragraph 7 above pursuant to Settlement Agreement § 9.1. | 7 days after the Response Deadline |
| Last day for Plaintiff to file the Motion for Fee and Cost Award and Plaintiff Service Award. | Within 75 days after entry of Preliminary Approval Order, and in any event at least 14 days before the Response Deadline |

| | |
|---|---|
| Last day for Plaintiff to file the Motion for Final Approval, including any written objections received together with any responses thereto. The Settlement Administrator shall provide a declaration attesting to compliance with the Notice Plan, and reporting all Requests for Exclusion and objections received, in sufficient time to be filed with the Motion for Final Approval. | At least 10 calendar days before the Final Approval Hearing |

This Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the Settlement Website posting, Class Counsel will not be required to provide any additional notice to Settlement Class Members.

**IT IS SO ORDERED.**

Dated: _____

_____
HON. CYNTHIA A. FREELAND
SAN DIEGO SUPERIOR COURT JUDGE