FILED
Clerk of the Superior Court
OCT 23 2026
By: E. Fernandez

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 March 19, 2027 ~~[DATE]~~ at 1:30 pm ~~[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: October 23 2026

Cynthia A. Freeland

HON. CYNTHIA A. FREELAND
SAN DIEGO SUPERIOR COURT JUDGE

Cynthia A. Freeland