

## AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release (“Agreement”) is made by and between Rahil Doctor (“Named Plaintiff”), on behalf of himself and the Settlement Class (as defined below) and Posh Group, Inc. (“Posh”) (collectively, the “Parties,” and each individually a “Party”). The Agreement is made as of the date on which all Parties have signed this Agreement (the “Settlement Date”).

### DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means the litigation styled *Rahil Doctor v. Posh Group, Inc.*, filed in the Superior Court of California for the County of Los Angeles (Case No. 25STCV21463) and subsequently removed to the United States District Court for the Central District of California (Case No. 2:25-cv-07895-WLH-KS).
- B. “Administrative and Notice Costs” means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Agreement, including, without limitation, issuing notice and administering all distributions from the Gross Settlement Amount. The Settlement Administrator’s estimated Administrative and Notice Costs are set forth as Exhibit 5 to this Agreement.
- C. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Superior Court from the Gross Settlement Amount.
- D. “Class Counsel” means Jack Day and Calvin Bryne of Day Bryne & McIntosh and Paul Haines of Haines Law Group, APC.
- E. “Class Member(s)” means a person or persons who meet the criteria of the Settlement Class definition below.
- F. “Class Payment(s)” means distribution(s) from the Net Settlement Amount to Class Member(s) as set forth in Section 2.2.
- G. “Complaint” means the Complaint filed in the Superior Court on July 21, 2025.
- H. “District Court” means the United States District Court for the Central District of California.
- I. “Effective Date” means five days after which all of the following events and conditions of this Agreement have occurred or have been met: (a) the Superior Court has entered a Final Approval Order approving the settlement; (b) the Superior Court has entered Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired; and (c) Posh has transferred the Gross Settlement Amount to the Settlement

Administrator. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

- J. “Email Notice” means the notice of the settlement to be emailed to all Class Members for whom a valid email address is available, substantially in the form attached hereto as Exhibit 1, and as set forth below.
- K. “Final Approval Hearing” means the Superior Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Superior Court enter Final Judgment.
- L. “Final Approval Order” means the final order to be entered by the Superior Court, following the Final Approval Hearing, approving the settlement. A proposed Final Approval Order is attached hereto as Exhibit 5.
- M. “Gross Settlement Amount” means one million and two hundred thousand dollars (\$1,200,000.00), which amount constitutes the total amount of non-reversionary funds that will comprise the Class Payments, Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, any Incentive Awards to Named Plaintiff, and any distribution to the *cy pres* recipient as outlined in Section 2.4.
- N. “Final Judgment” means a document labeled by the Superior Court as such and that has the effect of a judgment under California Rules of Court 3.771 and Code of Civil Procedure § 680.230.
- O. “Incentive Award” means any monetary award to the Named Plaintiff that the Superior Court may choose to grant upon application by Class Counsel for any settlement payment that Named Plaintiffs would not otherwise be entitled to as a Class Member.
- P. “Net Settlement Amount” means the Gross Settlement Amount, minus Class Counsel’s Attorneys’ Fees and Costs, Administrative and Notice Costs, and any Incentive Awards to the Named Plaintiff.
- Q. “Notice Date” shall be 30 days from the entry of the Preliminary Approval Order and shall be the date on which the Settlement Administrator will commence the transmission of the Email Notice and the publication of the Website Notice.
- R. “Objection and Opt-Out Deadline” means the date by which a Class Member must submit a Written Objection or an opt-out request to the Settlement Administrator. The Objection and Opt-Out Deadline shall be 60 days after the Notice Date. For any Class Member to whom a Postcard Notice is sent, the Objection and Opt-Out Deadline shall be 90 days after the Notice Date.

- S. “Objector” means a person who is a Class Member and who submits a Written Objection or appears at the Final Approval Hearing or other court proceeding and objects to the Agreement.
- T. “Postcard Notice” means the notice of the settlement to be mailed to Class Members to whom the Email Notice is not successfully delivered, in the form attached hereto as Exhibit 2, and as set forth below.
- U. “Posh’s Counsel” means Posh’s counsel of record in the Action, Beatriz Mejia and Reece Trevor of Cooley LLP.
- V. “Preliminary Approval Order” means the Superior Court’s order preliminarily approving the Agreement.
- W. “Settlement Class” means: All residents of the State of California who purchased a ticket or tickets from Posh for an event in the State of California and were charged any fees (excluding mandatory taxes) that were not included in the advertised ticket price from July 21, 2021 through June 13, 2025. Excluded from this Class definition are all employees, officers, or agents of Posh. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.
- X. “Settlement Administrator” means IYLM Group, Inc., an independent settlement administrator, or any such administrator agreed to by the Parties and approved by the Superior Court to provide notice and administer the settlement of this Action.
- Y. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator at the URL [www.ticketfeesettlement.com](http://www.ticketfeesettlement.com) for the purpose of providing the Settlement Class with notice of and information about the proposed settlement. The Settlement Website shall be maintained from at least the Notice Date until 60 days after the Effective Date.
- Z. “Superior Court” means the Superior Court of California for the County of Los Angeles.
- AA. “Website Notice” means the notice of the settlement to be displayed on the Settlement Website maintained by the Settlement Administrator, in the form attached hereto as Exhibit 3, and as set forth in Section 6.3 below.
- BB. “Written Objection” means the written notice that a Class Member may submit to the Superior Court objecting to the Agreement.

## **RECITALS**

WHEREAS, on July 21, 2025, Named Plaintiff filed the Complaint in the Superior Court. The Complaint alleged that Posh did not disclose all fees associated with tickets listed for sale on Posh’s website. The Complaint, which sought to represent all individuals in California who paid a fee in connection with a ticket sale for a California event on Posh during the period covered by the applicable statute of limitations, asserted claims for violation of the Consumer Legal Remedies

Act (“CLRA”), the Unfair Competition Law (“UCL”), the False Advertising Law (“FAL”), and for quasi-contract and unjust enrichment.

WHEREAS, on August 22, 2025, Posh removed the Action to the United States District Court for the Central District of California under the Class Action Fairness Act.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, and have engaged in informal sharing of information regarding those claims and defenses.

WHEREAS, the Parties engaged in a full-day mediation with Jill Manning of JAMS on September 8, 2025, and a further half-day mediation with Ms. Manning on September 16, 2025, and continued to negotiate with Ms. Manning’s assistance during the following weeks.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Named Plaintiff, the Settlement Class, and Posh on the terms herein with respect to all claims arising out of the facts underlying and alleged in this Action.

WHEREAS, Class Counsel and Named Plaintiff believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this litigation, and the likelihood of ultimate success at class certification and on the merits, and have concluded that the settlement is fair, adequate, reasonable, and in the best interests of the Class.

WHEREAS, Posh has at all times denied and continues to deny any and all alleged wrongdoing or liability, or that certification of a class would be appropriate for litigation purposes. Even so, taking into account the uncertainty and risks inherent in litigating this case, Posh has concluded that continuing to defend this Action would be burdensome and expensive. Posh enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind.

WHEREAS, on December 18, 2025, the Parties executed a confidential settlement agreement resolving the Action in its entirety, subject to judicial approval (the “Original Settlement Agreement”).

WHEREAS, on March 2, 2026, the Superior Court directed the Parties to address certain issues at the scheduled hearing on Named Plaintiff’s motion for settlement approval on March 5, 2026.

WHEREAS, in response to the Superior Court’s instructions, the Parties have agreed to certain revisions to the Original Settlement Agreement, as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Superior Court, as follows:

## 1. CONFIDENTIALITY

- 1.1 Confidentiality of Agreement. Until such time as Class Counsel files this Agreement with the Superior Court for purposes of seeking preliminary approval of the settlement, the Parties agree to maintain the terms and conditions of this Agreement and the communications leading to its execution confidential. The communications and discussions relating to this Agreement are further covered by mediation and settlement privileges. Until such time as Class Counsel files this Agreement with the Superior Court for purposes of seeking preliminary approval of the settlement, the Parties may state publicly only that the Parties have reached an agreement to resolve this Action. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement: **(a)** pursuant to a court order or valid subpoena; **(b)** to the Parties' respective insurers, legal, tax, accounting, or similar professional advisors; **(c)** to bona fide prospective investors and acquirers under a written non-disclosure agreement; **(d)** upon written agreement of all of the Parties; or **(e)** as is necessary to enforce this Agreement.

## 2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

- 2.1 Posh's Financial Commitment. Posh's total financial commitment under this Agreement shall not exceed the Gross Settlement Amount of \$1,200,000.00. Posh shall transfer the Gross Settlement Amount to a qualified settlement fund created and administered by the Settlement Administrator with 14 days of the entry of Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. Posh shall have no other financial obligations under this Agreement.
- 2.2 Class Payments to Class Members. Within 30 days of the Effective Date, the Settlement Administrator shall distribute the Class Payments to Class Members. Each Class Member who elects to receive a Class Payment will receive either \$15 or, if necessary, a pro rata portion of the Net Settlement Amount less than \$15. In no event shall the Class Payment amount exceed \$15 per Class Member, regardless of how many Class Members elect to receive payment. All Class Members will receive the same Class Payment amount. Any tax liability or obligation associated with Class Payments shall be the sole responsibility of each Class Member who receives a Class Payment.
- 2.3 Payment Method. In the Email Notice, Postcard Notice, and Website Notice, Class Members will be notified of the Agreement and each will be given the option of providing information to the Settlement Administrator to receive the Class Payment by electronic payments (via PayPal, Venmo, or Zelle), ACH transfer, or physical check. All physical checks will be valid for 180 days following their date of issuance. A proposed form for Class Members to elect their preferred payment method is attached as Exhibit 4. In the event a Class Member does not elect to receive a Class Payment, the Class Member will not receive any payment in connection with the Agreement, but will nonetheless be bound by the Agreement, including the releases set out in Section 8, *infra*, unless the Class Member elects to exclude themselves through the procedure set out in Section 5, *infra*.

2.4 Distribution of Any Remainder. The Parties recognize that certain Class Members may not elect to receive Class Payments, and that Class Members who request and receive Class Payments by check may not cash or deposit their checks within the 180 days before which such checks expire. Accordingly, the Parties further recognize that there may be a remainder in the Net Settlement Amount. On or about 210 days after Class Payments have been mailed, the Settlement Administrator will determine the amount of any remainder in the Net Settlement Amount, taking into consideration any further anticipated Administrative and Notice Costs that the Settlement Administrator may incur (the “Net Settlement Amount Remainder”). The Settlement Administrator will then cause the Net Settlement Amount Remainder to be paid to Neighborhood Legal Services of Los Angeles County (“Neighborhood Legal Services”), or such other equivalent organization agreed to by the Parties and approved by the Superior Court, as the *cy pres* recipient of the Agreement. The Parties believe that, in light of the mission and activities of Neighborhood Legal Services in providing legal aid, including consumer protections support, to low-income individuals, its receipt of any *cy pres* award would appropriately advance the Parties’ goal of distributing the Gross Settlement Amount in a manner that will further the purposes of the underlying lawsuit and promote justice for Californians.

### 3. **OBTAINING COURT APPROVAL OF THE AGREEMENT**

3.1 Remand to Superior Court. No later than five days following the Settlement Date, the parties shall jointly request that the District Court remand the Action to the Superior Court for purposes of settlement approval.

3.2 Preliminary Approval. The Parties agree to recommend approval of the Agreement to the Superior Court as fair and reasonable and to undertake their best efforts to obtain such approval. The Parties therefore agree that they shall submit this Agreement, together with its exhibits, to the Superior Court and shall apply for entry of a Preliminary Approval Order based on the Preliminary Approval Motion and all further supplemental briefing ordered by the Superior Court or that the Parties may submit.

3.3 Content and Filing of Preliminary Approval Motion. Class Counsel shall draft and file the Preliminary Approval Motion requesting issuance of the Preliminary Approval Order and shall provide that draft to Posh’s Counsel no later than 7 days before the Preliminary Approval Motion’s filing with the Superior Court. The Preliminary Approval Motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties’ perceived conduct in the Action. Posh may provide feedback concerning the motion, and Class Counsel will meet and confer with Posh’s in good faith regarding Posh’s feedback. Additionally, Posh may file briefing in connection with the Preliminary Approval Motion. Any briefing that Posh files in connection with the Preliminary Approval Motion shall be provided to Class Counsel no later than 7 days before the filing. Posh will meet and confer with Class Counsel in good faith regarding any briefing that Posh files in connection with the Preliminary Approval Motion.

3.4 Final Approval and Final Judgment. In accordance with the schedule set forth in the Preliminary Approval Order, Class Counsel shall draft and file the motion requesting final

approval of the settlement (the “Final Approval Motion”), the Proposed Final Approval Order, and the Proposed Final Judgment and shall provide those drafts to Posh’s Counsel at least 14 days before filing such motion with the Superior Court. Posh may provide feedback concerning these drafts, and Class Counsel will meet and confer with Posh in good faith regarding Posh’s feedback. Additionally, Posh may file supplemental briefing in connection with the Final Approval Motion. Any briefing that Posh files in connection with the Final Approval Motion shall be provided to Class Counsel no later than 7 days before the filing. Posh will meet and confer with Class Counsel in good faith regarding any briefing that Posh files in connection with the Final Approval Motion.

#### **4. OPT-OUT PROCEDURES**

- 4.1 Opt-Out Right. The Email Notice, Postcard Notice, and Website Notice shall advise all Class Members of their right to opt out of the Agreement. Class Members who opt out will not be bound by the Agreement.
- 4.2 Opt-Out Method. To opt out of the settlement, Class Members must timely submit a written request by postal mail to the Settlement Administrator.
- 4.3 Deadline to Request to Opt Out. For a Class Member to opt out of the settlement, the Class Member’s written opt-out request must be postmarked by the Objection and Opt-Out Deadline.
- 4.4 Content of Opt-Out Request. All opt-out requests and any supporting papers must be in writing and must:
  - (1) Clearly identify the case name and number;
  - (2) Include the full name, address, telephone number, and email address of the person requesting to opt out; and
  - (3) Clearly indicate an intent to opt out of the Agreement.
- 4.5 Effect of Opting Out. Any person who falls within the definition of the Class and who validly and timely requests to opt out of the settlement shall not be a Class Member; shall not be bound by the Agreement; shall not be eligible to receive any benefit under the terms of the Agreement, including a Class Payment; and shall not be entitled to submit a Written Objection to the settlement or object in person at the Final Approval Hearing. In the event that a Class Member timely submits both a Written Objection and an opt-out request, the opt-out request shall prevail and the Written Objection shall be null and void.
- 4.6 Opt-Out List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Posh’s Counsel with the number and identity of the persons who have timely and validly opted out of the settlement.
- 4.7 Option to Terminate.

- (1) Posh estimates that the Settlement Class comprises 287,470 Class Members. If the number of Class Members increases by more than 5% (such that there are 301,843 or more individuals in the proposed Settlement Class), Plaintiff, in his sole discretion, may elect to terminate this Agreement.
- (2) If the number of Class Members who opt out of the Class exceeds more than 1,000 Class Members, Posh, in its sole discretion, may elect to terminate this Agreement.
- (3) If either Party terminates this Agreement pursuant to Section 4.7(1) or (2), the entire Agreement shall be null and void, except for Section 1, which shall remain in full force. In such event, the Action will revert to the status that existed before the Agreement's execution date, the Parties shall each be returned to their respective procedural postures, and neither the Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

## 5. OBJECTIONS

- 5.1 Written Objections. Any Class Member who has not submitted a timely written opt-out request and who wishes to object in writing to the fairness, reasonableness, or adequacy of the settlement, the Attorneys' Fees and Costs award, or the Incentive Award may do so using the methods set forth herein.
- 5.2 Content of Written Objections. All Written Objections must be in writing and must:
  - (1) Clearly identify the case name and number;
  - (2) Include the full name, address, telephone number, and email address of the person objecting;
  - (3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); and
  - (4) State the grounds for the objection.
- 5.3 Submission of Written Objections. Any Written Objections from Class Members regarding the proposed Agreement must be submitted by mail to the Settlement Administrator.
- 5.4 Deadline for Written Objections. Written Objections must be submitted by the Objection and Exclusion Deadline. If submitted by U.S. mail or other mail services, Written Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the settlement shall be the exclusive means used to determine whether a Written Objection has been timely submitted.

- 5.5 Attendance at Final Approval Hearing. Any Objector also has the option to appear and request to be heard at the Final Approval Hearing, either *in propria persona* or through the Objector's counsel, whether or not they have submitted a timely Written Objection.
- 5.6 Objectors' Attorneys' Fees and Costs. Class Counsel does not represent Objectors in connection with any objection to this Agreement and the settlement. Objectors shall be solely responsible for their attorneys' fees and costs.
- 5.7 No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Written Objections or otherwise object to the settlement or encourage an appeal from the Superior Court's Final Approval Order.
- 5.8 Objector List. No later than 14 days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Posh's Counsel with all valid and timely Written Objections submitted by Objectors.

## **6. SETTLEMENT ADMINISTRATION**

- 6.1 Administration of Notice. The Settlement Administrator shall administer the Email Notice, Postcard Notice, and Website Notice described herein and pursuant to the Preliminary Approval Order.
- 6.2 Class Member Contact Information. Within 10 days of entry of a Preliminary Approval Order, Posh will provide to the Settlement Administrator the names, email addresses, and billing addresses for all Class Members for whom it has such records. The Settlement Administrator shall keep the Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Agreement.
- 6.3 Form and Method of Notice. The Parties agree upon, and will request the Superior Court's approval of, the following forms and methods of notice to the Class:
- (1) The Settlement Administrator shall establish and maintain the Settlement Website. The Settlement Website will include case-related documents and information, including, but not limited to, the Complaint; this Agreement; the Website Notice; briefing and orders filed in connection with the Preliminary Approval Motion, Motion for Attorneys' Fees and Costs, and Final Approval Motion; information on how to submit a Written Objection or request to opt out; contact information for Class Counsel and the Settlement Administrator; the Notice of Final Judgment; and information regarding the date, time, and place of any hearings scheduled in connection with the Agreement. The Settlement Website shall explain how Class Payments will be distributed, including that Class Members will be given the option of providing information within 90 days of the Notice Date (or, for Class Members who receive a Postcard Notice, within 120 days of the Notice Date) to the Settlement Administrator to receive a Class Payment and that Class Members who elect not to do so will not receive a Class Payment.

- (2) The Settlement Administrator shall email to each Class Member for whom Posh has an email address a copy of the Email Notice. The Email Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website.
- (3) The Settlement Administrator shall send the Postcard Notice to all Class Members to whom the Settlement Administrator sent the Email Notice but for whom the Settlement Administrator receives an uncured hard bounceback message. Postcard Notice shall be sent within 30 days after receipt of the bounceback message. The Postcard Notice shall inform Class Members of the fact of the Agreement and that further information is available on the Settlement Website. Before mailing the Postcard Notice, the Settlement Administrator shall update the mailing addresses provided by Posh with the National Change of Address database. If the Postcard Notice is returned as undeliverable, the Settlement Administrator shall perform a skip trace search and shall make one attempt to re-mail the Postcard Notice as soon as possible before the Response Deadline. It will be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 calendar days of mailing. Deadlines to elect payment, opt out, or object shall be extended by 30 days for recipients of Postcard Notice.

6.4 Notice of Procedures to Request to Opt Out or Submit Written Objection. The Email Notice, Postcard Notice, and Website Notice shall provide information on the procedure by which Class Members may opt out of the Class or submit a Written Objection to the Agreement.

6.5 Administrative and Notice Costs. The Settlement Administrator will perform all settlement administration duties required by the Agreement. The Administrative and Notice Costs shall cover all costs and expenses related to the settlement administration functions to be performed by the Settlement Administrator, including providing the Email Notice, Postcard Notice, and Website Notice and performing the other administration processes described in this Agreement. The Settlement Administrator's estimated Administrative and Notice Costs are \$85,550. In the event that unanticipated costs and expenses arise in connection with the notice and/or administration process, the Settlement Administrator shall promptly raise the matter with Posh's Counsel and Class Counsel as soon as practicable after becoming aware of the unanticipated costs and expenses. The Administrative and Notice Costs shall be paid from the Gross Settlement Amount. Posh shall under no circumstances be responsible for any Administration and Notice Costs in excess of its contribution to the Gross Settlement Amount. Under no circumstances shall Class Counsel or Named Plaintiff be responsible for any Administration and Notice Costs.

## **7. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD**

7.1 Class Counsel's Attorneys' Fees and Costs. Class Counsel will apply by motion to the Superior Court seeking a portion of the Gross Settlement Amount as payment for their Attorneys' Fees and Costs incurred in connection with prosecuting the Action (the "Motion for Attorneys' Fees and Costs"). The Motion for Attorneys' Fees and Costs may seek an

amount not to exceed 35 percent of the Gross Settlement Amount (\$420,000) in attorneys' fees and up to \$40,000 in costs. Class Counsel's Motion for Attorneys' Fees and Costs shall be filed at least 35 days before the Objection and Opt-Out Deadline and shall be posted on the Settlement Website within 3 days of its filing. Posh expressly reserves the right to oppose the Motion for Attorneys' Fees and Costs for any reason at its discretion. Class Counsel shall provide a Form W-9 to the Settlement Administrator within 10 days after the Effective Date. Within 20 days of the Effective Date, the Settlement Administrator shall distribute Class Counsel's Attorneys' Fees and Costs, as determined by the Court's order determining the amount of Class Counsel's Attorneys' Fees and Costs fee award.

- 7.2 Incentive Awards. Class Counsel may also apply for an Incentive Award of no more than \$5,000.00 for Named Plaintiff, which Posh shall not oppose. Any Incentive Award is not a measure of damages whatsoever but is solely an award for Named Plaintiff's service. Class Counsel shall provide a Form W-9 for the Named Plaintiff within 10 days after the Effective Date. The Settlement Administrator shall issue an appropriate IRS form for any Incentive Award payment to Named Plaintiff. The Settlement Administrator shall wire any Incentive Awards to accounts specified by Class Counsel no later than 20 days after the Effective Date.
- 7.3 Limitation on Further Payments. Posh shall not be liable for any additional fees or expenses of Named Plaintiff or any Class Member in connection with the Action. Class Counsel agree that they will not seek any additional fees or costs from Posh in connection with the Action or the Agreement beyond the approved Attorneys' Fees and Costs award.

## **8. RELEASES AND WARRANTIES**

- 8.1 Release of Settlement Class Claims. Upon the Effective Date, Named Plaintiff and each Class Member who has not timely requested to opt out from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Posh and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Posh's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers (the "Released Parties") of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state's common or statutory law, in law or equity, fixed or contingent, which they have or may have that are based on, or arise from, one or more of the same factual predicates asserted in the Complaint, including all claims arising out of Posh's alleged failure to disclose fees associated with ticket purchases (the "Released Class Claims"), that occurred prior to the Settlement Date.
- 8.2 Release of Named Plaintiff Claims. In addition to the release set out in Section 8.1, *supra*, upon the Effective Date, Named Plaintiff will be deemed to have released the Released Parties of all manner of action, causes of action, claims, demands, rights, suits, obligations,

debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law, including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent (the "Released Named Plaintiff Claims," and together with the Released Class Claims, the "Released Claims").

Named Plaintiff hereby expressly, knowingly, and voluntarily waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

**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.**

Named Plaintiff expressly waives and relinquishes any and all rights and benefits that he may have under, or that may be conferred upon him by, the provisions of Section 1542, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that he may lawfully waive such rights or benefits. In connection with such waiver and relinquishment, Named Plaintiff hereby acknowledges that he is aware that he or his attorneys may hereafter discover claims or facts in addition to or different from those that he now knows or believes exist, but that it is his intention to hereby fully, finally, and forever settle and release all of his claims, known or unknown, suspected or unsuspected, that he has against the Released Parties. In furtherance of such intention, the release herein given by Named Plaintiff to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Named Plaintiff expressly acknowledges that he has been advised by his attorneys of the contents and effect of Section 1542, and with knowledge, Named Plaintiff hereby expressly waives whatever benefits he may have had pursuant to such section. Named Plaintiff acknowledges that the foregoing waiver was separately bargained for and is a material element of the Settlement for which this Release is a part.

- 8.3 Finality of Class Payments. The amount of the Class Payment pursuant to this Agreement shall be deemed final and conclusive against all Class Members who shall be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein.
- 8.4 No Liability for Settlement Administrator. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the matters set forth in Section 6 hereof or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Superior Court.

**9. POSH'S DENIAL OF LIABILITY; AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS**

- 9.1 No Admission of Liability. Posh has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. Posh enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Posh nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of Posh to conduct its business unhampered by the distractions of continued litigation. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Posh of the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind.
- 9.2 Inadmissibility of Agreement to Establish Liability. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Posh.
- 9.3 Admissibility of Agreement as Defense to Released Claims. To the extent permitted by law, the Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in connection with the Released Claims.

**10. MISCELLANEOUS**

- 10.1 Extensions of Time. All time periods and dates described in this Agreement are subject to the Superior Court's approval. Unless otherwise ordered by the Superior Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. These time periods and dates may be changed by the Superior Court or by written agreement of the Parties' counsel without notice to the Class Members.
- 10.2 Integration. This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof, and specifically supersedes the Original Settlement Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 10.3 Governing Law and Venue. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law. Any and all disputes arising out of or related to the settlement or this Agreement must be brought by the Parties and/or each member of the Class exclusively in this Court. The Parties and each member of the Class hereby irrevocably submit to the

exclusive and continuing jurisdiction of the Superior Court for any suit, action, proceeding or dispute arising out of this Agreement.

- 10.4 Enforcement. In the event that any party to this Agreement brings any lawsuit or action to enforce this Agreement, the prevailing party or parties in any such lawsuit shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred.
- 10.5 Gender and Plurals. As used in this Agreement, masculine, feminine, or gender-neutral terms, and singular or plural terms, shall each be deemed to include the others whenever the context so indicates.
- 10.6 Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the Agreement's date of execution.
- 10.7 Representative Capacity. Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 10.8 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Scanned, PDF, electronically-signed, and facsimile copies will be treated as originals for all purposes.
- 10.9 Cooperation of Parties. The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to implement the Agreement.
- 10.10 Execution Voluntary. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of the Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

10.11 Notices.

- 10.10.1 All notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to Class Counsel:

Jack Day  
Calvin Bryne  
Day Bryne & McIntosh  
129 West Wilson Street, Suite 105

Costa Mesa, CA 92627  
jack@dbm.law  
calvin@dbm.law

Paul Haines  
Haines Law Group, APC  
2155 Campus Drive, Suite 180  
El Segundo, CA 90245  
phaines@haineslawgroup.com

10.10.2 All notices to Posh provided for herein shall be sent by email and a hard copy sent by overnight mail to:

Beatriz Mejia  
Cooley LLP  
3 Embarcadero Center, 20th Floor  
San Francisco, CA 94111  
mejiab@cooley.com

10.10.3 The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

10.12 Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Superior Court.

The Parties have agreed to the terms of this Agreement and have signed below.

Dated: March 3, 2026

**RAHIL DOCTOR**

*Rahil Doctor*

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Rahil Doctor  
*Named Plaintiff*

Dated: March 3, 2026

**POSH GROUP, INC.**

*Avante Price*

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Avante Price  
*Chief Executive Officer*

*Only as to Form:*

Dated: March 3, 2026

**DAY BRYNE & MCINTOSH**



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Jack Day  
*Counsel for Named Plaintiff*

Dated: March 3, 2026

**HAINES LAW GROUP, APC**



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Paul Haines  
*Counsel for Named Plaintiff*

Dated: March 4, 2026

**COOLEY LLP**

*Beatriz Mejia*

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Beatriz Mejia  
*Counsel for Posh Group, Inc.*