

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and between: (i) Vesync (US) Corporation (“Vesync” or “Defendant”); and (ii) Rick Chen (“Chen”), Jordan Menter (“Menter”), Daniel Tepper (“Tepper”), and Devika Sen (“Sen”), individually and on behalf of the Settlement Class (collectively, “Class Representatives” or “Plaintiffs”). Vesync and Plaintiffs are collectively referred to herein as the “Parties.”

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “Action” means the class action lawsuit on behalf of a nationwide class to be filed no later than thirty (30) days from the Execution Date of the Settlement Agreement in Kings County Supreme Court of the State of New York by Plaintiffs Sen, Tepper, Chen, and Menter consisting of substantially identical allegations and similar claims against Vesync as brought in the Prior Litigation.

B. “Administration Expenses” means all of the expenses incurred by the Settlement Administrator in the administration of this Settlement, including without limitation: reasonable costs associated with obtaining contact information for persons in the Settlement Class; providing notice to persons in the Settlement Class (including email delivery of the Class Notice and creation of the Settlement Website); processing Claim Forms; determining eligibility of any person to be a Settlement Class Member; providing Settlement Awards; and the fees, expenses and all other costs of the Settlement Administrator incurred in connection with this Settlement.

C. “Agreement”, “Settlement Agreement”, and “Settlement” means this Settlement Agreement and Release.

D. “Class Counsel” means Bursor & Fisher, P.A. and Sinderbrand Law Group, P.C., Migliaccio & Rathod LLP; George Feldman McDonald, PLLC; and Taus, Cebulash & Landau, LLP,

with Bursor & Fisher, P.A. and Sinderbrand Law Group, P.C. designated as Lead Class Counsel.

E. “Class Period” means August 29, 2019 to August 4, 2023.

F. “Class Representatives” or “Plaintiffs” means Devika Sen, Rick Chen, Jordan Menter, and Daniel Tepper, individually and on behalf of the Settlement Class.

G. “Claim(s)” or “Claim Form(s)” means the electronic claim form submitted by a Settlement Class Member to receive a Settlement Award pursuant to Section IV.

H. “Claims Deadline” means the date by which all Claim Forms must be submitted electronically on the Settlement Website to be considered timely and shall be set as a date sixty (60) days after the Notice Date.

I. “Claims Period” means the period of time during which the Settlement Class may submit Claim Forms, beginning on the Notice Date and ending on the Claims Deadline.

J. “Claims Process” means the process for Settlement Class Members to submit Claims, as described in Section IV.

K. “Class Notice” or “Notice” means notice of the proposed Settlement to be provided via email to Settlement Class Members and posted on the Settlement Website.

L. “Court” means the Kings County Supreme Court of the State of New York in which the Action is filed.

M. “Days” means calendar days except as expressly noted otherwise. If a date or deadline falls on a weekend or Federal legal holiday, the applicable date or deadline will move to the next non-weekend or non-Federal legal holiday.

N. “Defendant’s Counsel” shall mean Sarah Carlson, Judith Shophet Sidkoff, and Adriane Peralta of Sidley Austin LLP.

O. “Effective Date” means (a) if no objection or appeal is raised, including with respect to Class Counsel’s attorneys’ fees and any service awards, the date on which the Final Approval

Order is entered; or (b) if any objections or an appeal are raised, including with respect to Class Counsel's attorneys' fees and any service awards, the latest of: (i) the expiration date of the time for filing or notice of any appeal from the Final Approval Order with no appeal(s) having been filed or noticed, (ii) if such appeal is filed, the termination of all appeal(s) on terms that affirm the Final Approval or dismiss the appeal(s) with no material modification to the Final Approval. As used in this paragraph, the phrase "termination of all appeal(s)" means the date on which the relevant appellate court issues its remittitur.

P. "Execution Date" means the date the last signature is executed on the signature pages of this Agreement.

Q. "Fairness Hearing" means the hearing(s) at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate and entry by the Court of the Final Approval Order.

R. "Fee Award" means the amount of attorneys' fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel.

S. "Final Approval" means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement, and enters judgment in the Action.

T. "Final Approval Order" means the order and judgment that the Court enters upon Final Approval of the Settlement in connection with the Fairness Hearing.

U. "Notice Date" or "Notice Deadline" means the date by which the Notice described in Section V of the Agreement is first issued, which shall be no later than thirty (30) days following entry of the Preliminary Approval Order.

V. "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or motion for the Fee Award or any service award must be sent to the

Settlement Administrator and/or filed with the Court, which shall be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

W. “Parties” means the Class Representatives and Defendant, collectively.

X. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

Y. “Preliminary Approval” means the date the Court enters an order preliminarily approving the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

Z. “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class.

AA. “Prior Litigation” means the putative class action lawsuits styled *Chen v. Vesync Corp.*, No. 3:23-cv-04458 (N.D. Cal.) (the “Chen Litigation”), *Tepper v. Vesync Corp.*, No. 7:24-cv-08430-NSR (S.D.N.Y.) (the “Tepper Litigation”), and *Menter v. Vesync Corp.*, No. 3:24-cv-12786-MGM (D. Mass.) (the “Menter Litigation”), each individually and in some or all parts collectively.

BB. “Related Entities” means Vesync’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Vesync’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Prior Litigation or Action.

CC. “Released Claims” means all claims to be released pursuant to Section X of this Agreement.

DD. “Released Parties” means all Persons to be released pursuant to Section X of this Agreement.

EE. “Releasors” refers, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

FF. “Settlement Administrator” means Apex Class Action LLC, a qualified third-party administrator and agent agreed to by the Parties to administer the Settlement, including providing the Notice, as supervised by Class Counsel and Defendant, subject to the Court’s approval.

GG. “Settlement Class” means persons in the United States who purchased one or more Levoit Core or EverestAir air purifiers and/or replacement filters with “True HEPA,” “HEPA,” and/or “H13” language, beginning August 29, 2019, through the Class Period. Excluded from the Settlement Class are governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; the presiding judge(s) and mediators in the Prior Litigation and/or Action, and all of their immediate families and judicial staff; persons who purchased the above-referenced products directly from Defendant’s website or mobile application and are accordingly bound by an arbitration agreement and class-action waiver; and Settlement Class Members who submit a valid request for exclusion prior to the expiration of the Objection/Exclusion Deadline. The Parties shall ask the Court in the Final Approval Order to deem the class definition in the Action to conform to this definition.

HH. “Settlement Award” means a cash payment of \$10.00 USD via digital payment.

II. “Settlement Class Member” means any member of the Settlement Class who does not submit a valid request for exclusion prior to the expiration of the Objection/Exclusion Deadline.

JJ. “Settlement Website” means the website to be established and administrated by the

Settlement Administrator for purpose of providing notice, Claim Forms, the electronic submission of Claim Forms, relevant deadlines, and other information regarding this Agreement, as described in Section V. The Settlement Website will remain active until thirty (30) days after the Effective Date.

KK. “Valid Claim” means a claim submitted in compliance with this Agreement and determined to be valid, timely and non-duplicative by the Settlement Administrator.

II. LITIGATION BACKGROUND

A. Plaintiff Chen filed the Chen Litigation on or about August 20, 2023.

B. Plaintiff Tepper filed the Tepper Litigation on or about November 5, 2024.

C. Plaintiff Menter filed the Menter Litigation on or about November 5, 2024.

D. The Prior Litigation arose from Plaintiffs’ alleged purchase(s) of Levoit-branded Core and/or EverestAir air purifiers and replacement air filters advertised as “True HEPA,” “HEPA,” and/or “H13” filters. Plaintiffs in the Prior Litigation alleged that the “True HEPA,” “HEPA,” and/or “H13” designations were false or misleading, and each asserted claims against Vesync based on those allegations.

E. The Parties engaged in three separate arms-length global mediation sessions. The first mediation occurred before Bruce Friedman, Esq. of JAMS on July 23, 2024, and did not result in a settlement.

F. The Parties later agreed to revisit mediation. In light of this intent to mediate, and after the submission of joint stipulations requesting a stay pending such mediation, the Chen Litigation and Menter Litigation were stayed on October 24, 2025, and the Tepper Litigation was stayed on October 27, 2025.

G. The Parties thereafter attended two global mediation sessions before Hon. Lisa Hart Cole (Ret.) on December 19, 2025, and December 22, 2025, and engaged in multiple conference calls and correspondence between and thereafter. Before and during these settlement discussions and

mediation sessions, the Parties had exchanged extensive discovery and sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. As a result, the Parties were able to reach an agreement on the central terms of a settlement.

H. In the months following mediation with Judge Cole, the Parties diligently negotiated and drafted the Settlement Agreement.

I. On December 30, 2025, upon being informed that the Parties had reached a settlement in principle, the United States District Court for the Southern District of New York ordered that the Tepper Litigation be discontinued, dismissing all pending motions as moot and cancelling all conferences, subject to reopening should the Settlement not be consummated.

J. Similarly, on January 6, 2026, upon being informed that the Parties had reached a settlement in principle, the United States District for the District of Massachusetts ordered that the Menter Litigation be stayed.

K. Similarly, on January 22, 2026, the United States District Court for the Northern District of California ordered that the Chen Litigation be discontinued, dismissing all pending motions as moot and cancelling all pending hearings, subject to reopening should the Settlement not be consummated.

L. For settlement purposes, the Parties have agreed that Plaintiffs will voluntarily dismiss the Menter Litigation and the Tepper Litigation, such that all of the actions forming the Prior Litigation are discontinued and/or dismissed, and file the Action, as detailed further herein.

III. PLAINTIFF'S CLAIMS AND BENEFITS OF THE SETTLEMENT

A. Defendant expressly denies any and all liability or wrongdoing of any kind associated with the claims alleged by Plaintiffs, Settlement Class Members, or anyone else in the Prior Litigation and/or Action, or that they may assert in the future. Defendant further contends that, for any purpose

other than Settlement, neither the Prior Litigation nor the Action is appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability asserted against it in the Prior Litigation and/or Action. Defendant maintained during the entire pendency of the Prior Litigation and/or Action, and continues to maintain, that the challenged representations are, in fact, true, and are therefore not deceptive or misleading as a matter of law.

B. Based on the above, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

C. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Prior Litigation and/or Action and believes that it has valid defenses to Plaintiffs' claims, to avoid further expense, inconvenience, and interference with business operations and to dispose of litigation, Defendant has determined that the Settlement is in its best interests. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

D. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Prior Litigation and/or Action that exist between the Plaintiffs and the Settlement Class on the one hand, and Defendant, on the other hand. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall

constitute a full and complete Settlement and release of the Released Claims against Defendant.

E. In consideration of the mutual covenants, promises, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Prior Litigation and Action be fully settled and compromised, and that the Releasors release the Released Parties from the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to Court approval, on the following terms and conditions.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

A. Filing of the Action and Dismissal of the Prior Litigation. To facilitate the Settlement, within thirty (30) days of the Execution Date of this Agreement, Plaintiffs will (i) file the Action and (ii) voluntarily dismiss without prejudice the Menter Litigation and Tepper Litigation, such that all of the actions forming the Prior Litigation are discontinued and/or dismissed. Defendant agrees not to contest the jurisdiction of Kings County Supreme Court over any Parties named in the Action so long as the lawsuits comprising the Prior Litigation remain discontinued and/or dismissed. In the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated in accordance with its terms, Plaintiffs agree to voluntarily dismiss the Action. Moreover, in the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated in accordance with its terms, the Parties agree that, should Plaintiffs Menter or Tepper thereafter refile the same lawsuit(s) comprising the Prior Litigation, and such refiling occurs in the same jurisdiction(s) in which the Prior Litigation had been pending, the Parties shall be restored to their respective positions as of the date of this Agreement, and the refiled lawsuit(s) shall be deemed a continuation thereof for all purposes, such that all prior orders entered by the respective courts in the Prior Litigation, and all discovery exchanged, taken or

produced therein, shall remain in full force and effect as between the Parties to the maximum extent permitted by law. For avoidance of doubt, “prior orders” includes all discovery and substantive orders entered by the respective courts, and “discovery” includes all written discovery, document productions, deposition testimony, expert discovery, and discovery-related agreements. Moreover, the Parties further agree that any applicable statute of limitations or other time-based defense is tolled from the date of dismissal of the Prior Litigation through the date of any refiling, that Defendant will not assert any statute of limitations defenses in any refiled action for any claims that were timely in the Prior Litigation, and that all claims filed in any refiled action that had been previously filed in the Prior Litigation will relate back to the date of the filing of the Tepper and Menter Litigations, namely November 5, 2024. The Parties acknowledge that implementation of this provision is subject to approval by the respective courts in any refiled action and agree to jointly request such approval and to take all reasonable steps to effectuate this intent. Except as stated in this paragraph or elsewhere in this Agreement, nothing in this provision shall be construed as an admission of liability or a waiver of any argument, defense, or objection not previously resolved by the respective courts in the Prior Litigation.

B. Contingent on Court Approval. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Defendant does not waive, and instead expressly reserves, all rights to defend the Prior Litigation and/or the Action. This Agreement is made for Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant.

C. Conditional Consent to Certification. Defendant hereby consents, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class in the Action, and appointment of Class Counsel as counsel for the Settlement Class and Plaintiffs Sen, Tepper, Menter, and Chen as representatives of the Settlement Class; provided, however, that if this

Agreement fails to receive a Final Approval Order, then Defendant retains all rights it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in the Prior Litigation and/or Action or any other action, lawsuit, or proceeding of any kind whatsoever. In the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then Defendant's consent to certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Prior Litigation and/or Action or in any other case or controversy.

D. Relief to the Settlement Class and Claims Administration. In consideration for the complete and final settlement of the Action, the Prior Litigation and the Released Claims, Defendant shall issue a Settlement Award to Settlement Class Members who submit a Valid Claim, subject to the following provisions:

1. Claims Process. Settlement Class Members may make a Claim for a Settlement Award by submitting a Claim Form to the Settlement Administrator electronically via a web form on the Settlement Website (a link to which shall be provided in the notice sent to Settlement Class Members, as provided for herein) during the Claims Period. A claim shall be a Valid Claim only if submitted on the Claim Form and pursuant to and in compliance with the procedures set forth in this Agreement. Submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other person, except as expressly provided herein.

2. Claim Forms. Claim Forms must be submitted electronically no later than the Claims Deadline. Claim Forms submitted electronically after the Claims Deadline will not be considered Valid Claims. On the Claim Form, the Settlement Class Member must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator: (a) the Settlement Class Member's full name; and (b) the Settlement Class Member's valid email address and mailing address to facilitate receipt of the Settlement Award.

3. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for, among other things, providing notice as set forth herein, processing Claim Forms in a responsive, fair cost effective and timely manner, and administering the Settlement Website and toll-free phone number, exclusion process, deficiency process, and Settlement Award process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class correspondence regarding requests for exclusion and objections from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent compensation on fraudulent claims and to compensate only Valid Claims. If any fraud is detected or reasonably suspected, the Settlement Administrator can require further information from the claimant or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. In advance and in support of the Fairness Hearing, the Settlement Administrator will prepare an affidavit to submit to the Court that, among other things: (i) attests to the implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion.

4. Tally. Within thirty (30) days after the close of the Claims Period, the Settlement Administrator shall provide the Parties with the number of Valid Claims received.

5. Claims Evaluation and Audit. The Settlement Administrator shall approve or

deny all Claims, and its decision shall be final and binding, except that Class Counsel and Defendant (through counsel) shall have the right to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement and to challenge the Settlement Administrator's decision by motion to the Court. Class Counsel's or Defendant's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No person shall have any claim against Plaintiffs, Defendants, Class Counsel, Defendant's Counsel or the Settlement Administrator based on any determination of a Valid Claim, distributions or Settlement Awards made in accordance with this Agreement. Neither Plaintiffs nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

6. Provision of Settlement Awards. After the Court enters a Final Approval Order and the Effective Date has passed, the Settlement Administrator shall provide Settlement Class Members who submit a Valid Claim a Settlement Award by way of the digital payment method selected by the Settlement Class Member subject to the procedure set forth herein. Each Settlement Class Member who submits a Valid Claim shall be entitled to a single Settlement Award. The Settlement Award(s) shall be distributed within sixty (60) days of the Effective Date or thirty (30) days of the date all Claim Forms have been processed subject to the terms and conditions of this Agreement and are resolved, whichever is later.

7. Notice of Deficiency and Denial of Claims. Within thirty (30) days after the Effective Date, the Settlement Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If the denial is for a reason other than reasonable

suspicion of fraud and for a reason that can be cured, such as incomplete information, then the Settlement Class Member shall be provided a reasonable opportunity to cure the deficiency with the claim.

8. Maximum Settlement Award. The total value of the Settlement Award(s) issued to Settlement Class Members shall not exceed Fifteen Million Dollars (\$15,000,000 USD). If necessary, based on the total tally of Valid Claims by the Settlement Administrator, the value of the Settlement Award issued to each Settlement Class Member who submits a Valid Claim may be decreased *pro rata* such that the total value of all Settlement Awards paid to all Settlement Class Members who submit a Valid Claim does not exceed Fifteen Million Dollars (\$15,000,000 USD).

9. Administration Expenses. All costs for notice to the Settlement Class as required under Section V and costs of Settlement Administration shall be paid by Defendant.

V. NOTICE TO THE SETTLEMENT CLASS

The Settlement Administrator shall provide the Class Notice in the form approved by the Court, as detailed below, and publish the Settlement Website no later than the Notice Deadline.

A. Email Notice. Using any available records of Amazon, the Settlement Administrator shall send the Settlement Class by email a link to the Settlement Website, the Class Notice, and the Claim Form. Defendant represents that substantial majority of the sales during the Class Period were through Amazon.com such that nearly all of Settlement Class Members can be identified and provided with direct notice.

B. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website (e.g. www.LAPsettlement.com) dedicated to the Settlement and informing Class Settlement Members thereof. The Settlement Website shall also provide for electronic submission of Claim Forms. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check

the Settlement Website to confirm that the date has not been changed. Such information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after the Effective Date. The Settlement Website shall not include any advertising and shall not bear or include any of Defendant's logos or trademarks.

C. Toll-Free Number. The Settlement Administrator shall establish and host a toll-free telephone line to allow Settlement Class Members to call in with Settlement-related inquiries. The toll-free telephone number shall remain operational until 30 days after the Effective Date.

D. The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this section.

VI. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing and be postmarked to the Settlement Administrator and the Court by the Objection/Exclusion Deadline. To be valid, all written objections must contain: (1) the name and case number of the proceeding; (2) the full name, mailing address, email address, and telephone number of the objecting Settlement Class Member; (3) proof of membership in the Settlement Class; (4) a written statement of the specific grounds for the objection, accompanied by any papers, briefs or other documents supporting the objection that the Settlement Class Member desires the Court to consider (if any); (5) the identity and contact information of any attorney(s) representing the objector; (6) a list of all persons who will be called to testify in support of the objection (if any); (7) a statement of whether the Settlement Class Member (or his or her attorney) intends to appear at the Fairness Hearing; (8) a list of all objections filed by the objector and his or her counsel to class-action settlements in the last ten (10) years; and (9) the signature of the Settlement Class Member and her or his counsel, if any.

The date of the postmark on the mailing envelope or a legal proof of service accompanied by

a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and/or served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator and the Court within two (2) business days of the Objection/Exclusion Deadline.

Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

If any objection is received by the Settlement Administrator, the Settlement Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the Fairness Hearing and in accordance with the Courts' regular notice requirements, Class counsel shall file objections and supporting documentation with the Court and any responses to the objections or any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

A Settlement Class Member who objects to the Settlement may also submit a Claim Form on or before the Claims Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claims Deadline merely because the Settlement Class Member has also submitted an objection.

B. Opt-Outs/Exclusions. A Settlement Class Member who wishes to opt out of this Settlement must submit such a request for exclusion postmarked to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must state: (a) the full name, mailing address, email address, and telephone number of the Settlement Class Member; (b) be personally signed by the Settlement Class Member (and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf); and (c) include the statement and the

words “Request for Exclusion” and/or a comparable statement to the effect of, “I/We hereby request to be excluded from the proposed Settlement Class in *Sen et al. v. Vesync Corp.*, Index No. 510627/2026” Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. No Settlement Class Member may request to be excluded from the Settlement Class through “mass” or “class” opt-outs/exclusions.

The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member’s mailed opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) business days of the Objection/Exclusion Deadline.

Anyone who properly elects to request exclusion from the Settlement Class using this procedure shall not (i) be bound by any orders or judgment entered in the Action, (ii) be entitled to any relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Anyone in the Settlement Class who fails to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request will be null and void and the Settlement Class Member will be deemed to have submitted only an objection.

If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

C. Tally of Requests for Exclusion. Not later than ten (10) days after the

Objection/Exclusion Deadline, the Settlement Administrator shall provide to Class Counsel and counsel for Defendant a complete list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Class Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the Fairness Hearing in accordance with the Courts' regular notice requirements.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage anyone in the Settlement Class to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VII. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order, in a form agreeable to the Parties, within a reasonable time thereafter that is agreeable to the Parties and the Court. The motion shall specifically include provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the Class Notice and find that the direct notice provided for herein constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the governing rules of civil procedure; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from being a Settlement Class Member by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or

exclude himself or herself from being a Settlement Class Member or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, which shall be no sooner than one hundred and forty-five (145) days after Preliminary Approval (or such other date ordered by the Court); (j) providing that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement and the terms of Section IV.A shall apply; and (k) deeming the class definition in the operative complaint to be amended to conform to the Settlement Class definition herein.

VIII. FINAL APPROVAL OF SETTLEMENT

Before the Fairness Hearing and in accordance with the Court's regular notice requirements, Class Counsel shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (a) find that the Settlement Agreement is fair, reasonable and adequate to and in the best interests of the Settlement

Class Members, and was entered into in good faith and without collusion; (b) find that the notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the governing rules of civil procedure; (c) approve the plan of distribution of the compensation to the Settlement Class Members; (d) finally certify the Settlement Class in conformity with the Settlement Class definition herein; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; (f) decree that neither the judgment nor the Settlement Agreement constitutes an admission by the Defendant of any liability or wrongdoing whatsoever; (g) order Plaintiffs to dismiss with prejudice any actions forming the Prior Litigation to the extent not already dismissed; and (h) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing and exclusive jurisdiction over the Parties and Settlement Class Members and the Settlement Award for the purpose of enforcement of the terms of this Agreement for the mutual benefit of the Parties, but without affecting the finality of the judgment.

IX. MODIFICATION AND TERMINATION

A. Modification and Amendments. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

B. Settlement Not Approved. If: (1) the Court does not issue the Preliminary Approval

Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 3,500 persons in the Settlement Class, provided that Defendant exercises this right within ten (10) days after receiving notice that the specified number of timely and valid requests for exclusion have been submitted.

D. Rights Upon Termination. In the event that a Party exercises their option to terminate this Agreement pursuant to any provision, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. All of the Parties' obligations under the Agreement shall cease to be of any force and effect. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Plaintiffs reserve the right to refile any of the lawsuits comprising the Prior Litigation in the same jurisdiction(s) as previously filed and the terms of Section IV.A shall apply. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the Fee Award and/or service awards shall constitute grounds for cancellation or termination of the

Settlement Agreement.

X. RELEASES AND LIMITATIONS OF LIABILITY.

A. Release of Vesync. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and its Related Entities, including but not limited to any past, present, and future parents, subsidiaries, divisions, affiliates, and related entities, together with any and all of their respective past, present, and future shareholders, officers, directors, employees, agents, registered representatives, attorneys, insurers, successors, heirs and assigns, endorsers, and consultants (together, the “Released Parties”) from all claims, demands, actions, causes of action, suits, obligations, debts, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney’s fees of any kind or nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, direct, indirect, or consequential, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to Defendant’s marketing and sale of the Levoit Core and EverestAir air purifiers and replacement air filters during the Class Period or the claims that were or could have been alleged in the complaints in the Prior Litigation and/or Action, including, but without in any way limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever pertaining or relating to communications, disclosures, nondisclosures, representations,

statements, claims, omissions, messaging, marketing, labeling, advertising, promotion, packaging, displays, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind, violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages, compensatory damages, exemplary damages, special damages, statutory damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, injunctive relief, equitable relief, restitution, expenses, interest, and/or attorneys' fees and costs against the Released Parties ("Released Claims").

With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, knowingly and voluntarily waived and relinquished the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to Cal. Civ. 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.

Plaintiffs or Settlement Class Members may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, upon the Effective Date, fully, finally and forever settled and

released any and all Released Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from the Settlement Class.

B. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant and its Related Entities shall fully release and discharge Settlement Class Representatives and Class Counsel from all claims, demands, actions, causes of action, suits, obligations, debts, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney's fees of any kind or nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, direct, indirect, or consequential, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, and Class Counsel in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the prosecution of the Prior Litigation and/or Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Prior Litigation and/or Action and/or the Released Claims herein (provided, however, that this release shall not include claims relating to

the enforcement of the terms of the Settlement or this Agreement).

Defendant expressly shall have knowingly and voluntarily waived and relinquished the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to Cal. Civ. 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.

Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

C. Mutual Understanding. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

D. Bar to Future Suits. Upon entry of the Final Approval Order, the Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its Related Entities shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against

Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XI. ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS.

A. Fee Award. Plaintiffs intend to move the Court for an award of attorneys' fees and costs, to be paid to Class Counsel, which shall be filed at least fourteen (14) days before the Objection/Exclusion Deadline and noticed for the same date as the Fairness Hearing. Class Counsel will not seek more than Five Million Two Hundred Forty-Four Thousand Five Hundred Dollars (\$5,244,500.00 USD) for attorneys' fees and costs and Defendant shall not object to such a motion so long as the total amount requested for attorneys' fees and costs does not exceed Five Million Two Hundred Forty-Four Thousand Five Hundred Dollars (\$5,244,500.00 USD). Defendant shall pay the Fee Award ordered by the Court separately and in addition to the relief provided to the Settlement Class herein. Prior to the disbursement or payment of the Fee Award to the IOLTA trust account of Bursor & Fisher, P.A., Bursor & Fisher, P.A. shall provide to Defendant's Counsel a properly completed and duly executed IRS Form W-9. The Fee Award shall be paid by the Defendant, in the amount approved by the Court, via wire transfer, no later than thirty (30) days after the Effective Date. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate the Fee Award amongst themselves. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

Except for the Fee Award to Class Counsel as specifically provided in this section, Defendant does not agree to pay and shall not be responsible or liable for the payment of any attorneys' fees, costs, or expenses of Class Counsel, Class Representatives, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney

who may represent any person or entity that may object to the Agreement, in connection with the Prior Litigation and/or Action or in connection with any claim that was or could have been alleged in the Prior Litigation and/or Action.

B. Service Awards. Class Counsel intends to apply to the Court for an service award to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000 USD) for Plaintiff Chen, an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500 USD) for each of Plaintiffs Menter and Tepper, and an amount not to exceed One Thousand Five Hundred Dollars (\$1,500 USD) for Sen, for their participation as Class Representatives and for Settlement of their individual claims as Settlement Class Members in the Prior Litigation and/or Action. Defendant agrees not to object to the amounts provided above in this subsection. Vsync shall pay service awards ordered by the Court separately to Class Counsel for distribution to Plaintiffs (which is the sole and exclusive obligation of Class Counsel) and in addition to the relief provided to the Settlement Class herein, and shall do so within thirty (30) days of the Effective Date.

C. No Effect on Agreement. For clarity and notwithstanding anything to the contrary herein, Court approval of attorneys' fees and costs and/or of the service awards, including the amounts and who is entitled to such fees, costs, and/or awards, is not a condition of this Settlement. In the event the Court declines to approve, in whole or in part, attorneys' fees and/or the service award(s) in the amount(s) and/or individuals requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of attorneys' fees and costs and/or service awards shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

A. No Admission of Liability or Wrongdoing. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by

the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Defendant denies all liability for claims asserted in the Action.

B. No Use of Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement is or may be: (a) deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim, assertion, or fact made by Plaintiffs; (b) deemed to be, or may be used as, an admission of, or evidence of, any negligence, fault, wrongdoing, omission, assertion, or fact by Defendant in the Prior Litigation and/or Action or in any proceeding in any court, administrative agency, or other tribunal; or (c) described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial. This Agreement is a Settlement document and shall, pursuant to N.Y. C.P.L.R. § 4547 and related or corresponding state and federal evidence laws, be inadmissible in evidence in any proceeding to establish liability.

XIII. MISCELLANEOUS

A. Parties' Authority. Each signatory to this Settlement Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized, including by all necessary corporate action on the part of each signatory, and (iii) that this Settlement Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

B. Cooperation of Parties. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to accomplish all requirements and implement the terms of this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. However, Defendants shall have no obligation to make separate filings.

C. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

D. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be sent by overnight mail and email to:

For Class Representatives:

L. Timothy Fisher
BURSOR & FISHER, P.A.
1990 North California Blvd., 9th Floor
Walnut Creek, California 94596
Telephone: (925) 300-4455
E-Mail: ltfisher@bursor.com

For Defendant:

Sarah Carlson
SIDLEY AUSTIN LLP
12230 El Camino Real, Suite 300
San Diego, CA 92130
Tel.: (858) 398-0150
sarah.carlson@sidley.com

The notice recipients and addresses designated above may be changed by written notice.

E. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that the Agreement

is deemed to have been drafted equally by the Parties. The Parties further agree that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

F. Material Terms; Captions. Each term of this Agreement is a material term of the Agreement not merely a recital and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder. Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

G. Integration Clause. This Agreement constitutes the entire agreement among the Parties relating to the Settlement and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Settlement Agreement acknowledges that no other Party to this Settlement Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement to induce either party to execute this Settlement Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment.

H. Public Statements. The Parties and their counsel shall issue no public statements and shall make no comments to media or press with respect to the Action or the Agreement at any time, except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that represent or suggest any wrongdoing by Defendant, or that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

I. Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or

received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

J. No Collateral Attack. This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered.

K. Governing Law. This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of New York, without regard to the principles thereof regarding choice of law.

L. Assignments. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

M. Binding Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

N. Confidentiality. Class Counsel and Plaintiffs' counsel of record in the Prior Litigation and/or Action warrant and represent that they have not shared any confidential information regarding this Settlement or confidential information learned in the Action with any third-party, beyond what was permitted under the stipulated protective order in the Prior Litigation and/or Action. Class Counsel and Plaintiffs' counsel of record in the Prior Litigation and/or Action warrant and represent that they will not in the future share any confidential information learned in the Prior Litigation and/or Action with any third parties.

O. Taxability. No deductions for taxes will be taken from any Settlement Award at the time of distribution. Settlement Class Members are responsible for paying any taxes due on such Settlement Award. All Settlement Awards shall be deemed to be distributed solely in the year in which such payments are actually issued. Defendant does not make and has not made any representations regarding the taxability of any Settlement Award, Fee Award, Service Award, and/or any other payments made pursuant to this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that they have not relied upon any representation of any of the Defendant or their attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Award, Fee Award, service award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendant's responsibility.

P. Class Counsel Signatories. It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

Q. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. Any signature submitted electronically via DocuSign or through email of an Adobe PDF shall be deemed

an original.

XIV. SETTLEMENT TIMELINE

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<u>Item</u>	<u>Deadline</u>
Notice Deadline/Notice Date	30 days after Preliminary Approval
Objection/Exclusion Deadline	60 days after Notice Deadline/Notice Date
Responses to Objections/Motions	On regular notice before the Fairness Hearing
Claims Deadline	60 days after Notice Deadline/Notice Date
Final Tally	30 days after the Claims Period
Briefing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Service Awards	14 days prior to Objection/Exclusion Deadline and noticed contemporaneously with the Fairness Hearing
Fairness Hearing	At least 145 days after Preliminary Approval (or such other date set by the Court)
Effective Date	Date of Final Approval (assuming no objections)
Payment of Attorneys' Fees	30 days after Effective Date
Payment of Service Awards	30 days after Effective Date
Distribution of Settlement Awards	60 days after Effective Date

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: _____, 2026

By: _____
Rick Chen, individually and on
behalf of the Settlement Class

Dated: March 26, 2026

By: Jordan Menter
Jordan Menter, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Daniel Tepper, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Devika Sen, individually and on
behalf of the Settlement Class

Dated: _____, 2026

BURSOR & FISHER P.A.

By: _____

L. Timothy Fisher
Attorney for Plaintiffs, Class Representatives, and
the Settlement Class

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: _____, 2026

By: _____
Rick Chen, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Jordan Menter, individually and on
behalf of the Settlement Class

Dated: Mar 26, 2026, 2026

By:  _____
Daniel Tepper, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Devika Sen, individually and on
behalf of the Settlement Class

Dated: _____, 2026

BURSOR & FISHER P.A.

By: _____

L. Timothy Fisher
Attorney for Plaintiffs, Class Representatives, and
the Settlement Class

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

Dated: March 26, 2026

By: 
Rick Chen (Mar 26, 2026 14:05:02 PDT)
Rick Chen, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Jordan Menter, individually and on
behalf of the Settlement Class

Dated: _____, 2026

By: _____
Daniel Tepper, individually and on
behalf of the Settlement Class

Dated: March 26, 2026

By: 
Devika Sen (Mar 26, 2026 12:51:10 EDT)
Devika Sen, individually and on
behalf of the Settlement Class

Dated: March 25, 2026

BURSOR & FISHER P.A.

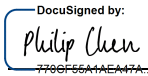
By: 
L. Timothy Fisher (Mar 25, 2026 14:45:03 PDT)

L. Timothy Fisher
Attorney for Plaintiffs, Class Representatives, and
the Settlement Class

DEFENDANT:

Dated: _____, 2026
4/22/2026

VESYNC (US) CORPORATION

By:  _____
7709F56A1AE47A...

Name: Philip Chen

Title: Director

APPROVED AS TO FORM BY:

Dated: _____, 2026

SIDLEY AUSTIN LLP (US)

By: _____

Sarah Carlson
Attorneys for Defendant Vesync Corp.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$15M Levoit Air Purifier Settlement Wraps Up Lawsuit Over HEPA Claims](#)
