

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JANET SIHLER, Individually and On
Behalf of All Others Similarly Situated;
CHARLENE BAVENCOFF, Individually
and On Behalf of All Others Similarly
Situated,

Plaintiffs,

v.

GLOBAL E-TRADING, LLC DBA
CHARGEBACKS911,

Defendant.

Case No.: 8:23-CV-01450-VMC-LSG

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Settlement Agreement") is entered into by Plaintiffs Janet Sihler and Charlene Bavencoff ("Plaintiffs") on behalf of themselves and the Class Members, and Defendant Global E-Trading LLC dba Chargebacks911 ("Defendant"). Plaintiffs and Defendant are collectively referred to herein as the "Parties." Capitalized terms used herein are defined in Section II of this Settlement Agreement or as indicated in parentheses.

Subject to Court approval, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement, subject to entry by the Court of a Final Judgment and Order Approving Settlement and Defendant's performance of all of its obligations herein, the Action shall be settled, compromised, and dismissed upon the terms and conditions contained herein.

I. RECITALS

1. WHEREAS, on June 28, 2023, Plaintiffs filed a class action complaint against Defendant, among other parties, in the United States District Court for the

Middle District of Florida captioned *Sihler v. Global E-Trading LLC*, Case No. 8:23-CV-01450-VMC-LSG, on behalf of themselves and similarly situated consumers as part of a putative nationwide class; and

2. WHEREAS, Defendant raised numerous defenses and categorically denies any liability or wrongdoing; and

3. WHEREAS, on August 13, 2024, the Court granted Plaintiffs' motion to certify a nationwide class; and

4. WHEREAS, the Parties have engaged in substantial litigation and discovery. By way of example, in the course of litigation and in preparation for trial: (i) the Parties have litigated numerous motions including discovery motions, motions for sanctions, motions for summary judgment, and motions to exclude portions of testimony of proposed expert witnesses; (ii) Plaintiffs and Defendant have taken more than a dozen depositions of party and third-party witnesses; and (iii) the Parties have produced and reviewed thousands of documents; and

5. WHEREAS, the Parties participated in three mediations, including two before the Hon. Greg Holder, ret., and an all-day mediation before Jill Sperber, Esq.; and

6. WHEREAS, Plaintiffs and Plaintiffs' Counsel have determined that a settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and Class Members; and

7. WHEREAS, Defendant, while expressly denying any and all allegations of liability and without admitting any wrongdoing, has determined that it is in its best interest to resolve this matter promptly on the terms set forth in this Settlement Agreement in order to avoid the continuing and additional costs, time, and disruption resulting from and associated with these proceedings; and

8. WHEREAS, the Parties executed a Memorandum of Understanding on June 11, 2025 to outline the terms of the settlement; and

9. NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that: (1) upon the Effective Date, the Action and all Released Claims shall be fully, finally, and forever settled and compromised as between Plaintiff and the Class on the one hand, and Defendant on the other hand; and (2) upon the Court's final approval of the Settlement Agreement, the Final Judgment and Order Approving Settlement shall be entered dismissing the Action with prejudice and releasing all Released Claims against the Released Parties.

I. DEFINITIONS

As used in this Settlement Agreement and the attached exhibits, the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means *Sihler v. Global E-Trading LLC*, Case No. 8:23-CV-01450-VMC-LSG (M.D. Fla.).

2. "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person; "control" means the possession, directly or indirectly of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate and reimburse Plaintiffs' Counsel for work performed in this matter, as set forth in Section VIII of this Settlement Agreement.

4. "Brightree" means Brightree Holdings Corporation, David Flynn, Rickie Joe James, Beyond Global Inc., Mike Campbell, Aaron Wilson, and BMOR Global LLC, individually and collectively.

5. "Global E-Trading" means Global E-Trading, LLC dba Chargebacks911.

6. "Change of Control" means the transfer of a majority of the voting units of Global E-Trading to an individual or entity that is not owned and controlled by Defendant's current owner.

7. "Claim" means a request for a monetary payment set forth on Claimant's Pre-Populated Claim Form, which is submitted to the Settlement Administrator in accordance with the terms of this Settlement Agreement.

8. "Claimant" means a Class Member who submits a Claim.

9. "Class" means all consumers in the United States who, within the applicable statute of limitations period until the date notice is disseminated, were billed for shipments of either three bottles or five bottles of Ultrafast Keto Boost, Insta Keto, or InstantKeto, as defined in the Court's August 13, 2024 order granting class certification. Individuals who received a full refund for the products or who successfully charged the purchase back are excluded from the putative class.

10. "Class Member" means a member of the Class. Class Members will be identified via the records produced in this Action or by their proofs of purchase. For all Class Members who are a legal entity, such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical address for purposes of this Settlement Agreement even if the entity has multiple offices or locations.

11. "Class Notice" means, collectively, the Long-form Class Notice, Email Notice, and Postcard Notice substantially in the forms of the attached Exhibits 1 through 3 and as discussed in Section V of this Settlement Agreement.

12. "Class Notice Program" means the dissemination of Class Notice as described in Section V.2 below and as described in the attached Exhibits.

13. "Class Period" means June 28, 2019 to the date the Preliminary Approval Order is entered.

14. "Class Representatives" or "Plaintiffs" means Janet Sihler and Charlene Bavencoff.

15. "Class Representative Service Award" means such funds as may be awarded by the Court to compensate Plaintiffs for their service in this matter.

16. "Common Fund" means \$12,500,000 to be funded by Defendant as follows:

- a. \$2,500,000 to be deposited in the Escrow Account within forty-five (45) days of the execution of this Settlement Agreement;
- b. \$2,500,000 to be deposited in the Escrow Account within eighteen (18) months of the execution of this Settlement Agreement;
- c. \$3,000,000 to be deposited in the Escrow Account within twenty-four (24) months of the execution of this Settlement Agreement;
- d. \$4,500,000 to be deposited in the Escrow Account within thirty-six (36) months of the execution of this Settlement Agreement.

In no event shall Defendant pay more than the \$12,500,000 described above.

17. "Court" means the United States District Court for the Middle District of Florida.

18. "*Cy Pres* Recipient" means the National Consumer Law Center, Inc., 7 Winthrop Square, Boston, Massachusetts 02110-1245.

19. "Defendant" means Global E-Trading.

20. "Defendant's Counsel" or "Global E-Trading's Counsel" means Corey Roush and Taylor Randleman of Sidley Austin LLP and William J. Schifino, Jr. and Gregory L. Pierson of Gunster, Yoakley & Stewart, P.A..

21. "Direct Notice" means the Email Notice and Postcard Notice included within the definition of Class Notice above.

22. "Effective Date" means the later in time of: (a) the date on which the time to appeal has expired if no appeal has been taken from the Final Judgment and Order Approving Settlement; (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded and is no longer subject to review; or (c) if Class Counsel and Defendant's Counsel agree in writing, any other agreed date that is earlier than the Effective Date as calculated according to subparagraphs (a) and (b) above. References to an appeal in this paragraph refer to possible appeals by objectors or other third parties and are not intended to create an appeal right for Plaintiffs or Defendant or otherwise conflict with the provisions of Section III.

23. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in this Settlement Agreement and into which Defendant will deposit the Common Fund.

24. "Final Approval Hearing" means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.

25. "Final Judgment and Order Approving Settlement" means, collectively, the Final Judgment and Final Order Approving Settlement to be entered by the Court approving the settlement as fair, adequate, and reasonable, confirming the certification of the Class and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement.

26. "Long-form Class Notice" means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Class Notice Program. The Long-form Class Notice shall be substantially in the form of the attached Exhibit 3.

27. "Monetary Payment" means the cash settlement awards paid, in whatever applicable form, to eligible Claimants as set forth in Section III of this Settlement Agreement.

28. "Motion for Final Approval" means the motion filed by Class Counsel, on a date set by the Court in advance of the Final Approval Hearing, seeking entry of the Final Judgment and Order Approving Settlement.

29. "National Change of Address Database" means the national change of address dataset, also known as NCOALink, as maintained by the United States Postal Service.

30. "Net Fund" means the total amount remaining in the Common Fund after payment of Attorneys' Fees and Expenses, Notice and Claim Administration Expenses, and any Class Representative Service Award. "Net Fund" is the total amount of the Common Fund, less the foregoing, without regard to the timing of Defendant's deposits.

31. "Notice and Claim Administration Expenses" means costs and expenses incurred by the Settlement Administrator, including all notice expenses, the costs of administering the Class Notice Program, and the costs of processing claims and distributing all the Monetary Payment to Claimants.

32. "Notice Date" means the date by which the Settlement Administrator shall commence dissemination of the Class Notice, which shall be within forty-five (45) days from the Preliminary Approval Order, unless the Parties agree to a different date, subject to Court approval.

33. "Objection Date" means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than fourteen (14) days before the date first set for the Final Approval Hearing.

34. "Opt-Out Date" means the receipt date by which a Request for Exclusion must be submitted to the Settlement Administrator, and shall be no later

than fourteen (14) days before the date first set for the Final Approval Hearing.

35. "Original Claim Deadline" means the date by which all Pre-Populated Claim Forms must be submitted to the Settlement Administrator to be considered timely. The Original Claim Deadline shall be thirty (30) days after the date first set by the Court for the Final Approval Hearing, unless the Parties agree to a longer period.

36. "Person" means a natural person or business entity.

37. "Plaintiffs' Counsel" or "Class Counsel" means Cyclone Covey, Kevin Kneupper, and Lorraine Weekes of Kneupper & Covey PC.

38. "Post-Distribution Accounting" refers to an accounting filed by Plaintiffs' Counsel after the Settlement Administrator completes each round of distributions from the Escrow Account. Such accounting shall include the total of Monetary Payments made to Claimants as a group, the payment of Attorneys' Fees and Expenses, if any, and any payments to the *Cy Pres* Recipient.

39. "Pre-Populated Claim Form" means the document to be submitted by a Claimant requesting a monetary payment to be determined by the Settlement Administrator that is substantially in the form of Exhibit 5 (modified as necessary only to provide full clarity to Claimants of their Monetary Payment and conform to the requirements of on-line submission).

40. "Preliminary Approval Order" means the order to be entered by the Court conditionally certifying the Class, preliminarily approving the Settlement Agreement, setting the date of the Final Approval Hearing, approving the Class Notice Program and forms of Class Notice, and setting the Opt-Out Date, Objection Date, and Notice Date, the proposed form of which is attached as Exhibit 4.

41. "Released Claims" means all claims, demands, actions, causes of action, rights, damages, lawsuits, expenses, and liabilities relating to, arising from or

connected with Brightree as well as all claims demands, actions, causes of action, rights, damages, lawsuits, expenses, and liabilities asserted in the Third Amended Complaint in the Action ("TAC"), or which could have been asserted in the Action. "Released Claims" are intended to be construed broadly. Payment of the Common Fund is not released by the foregoing general releases and shall survive the execution of this Agreement and the completion of the settlement.

42. "Released Party" or "Released Parties" means Global E-Trading and Global E-Trading's corporate parents, agents, successors, subsidiaries, affiliates, employees, executives, founders, and attorneys.

43. "Releasing Party" means Plaintiffs and each Class Member.

44. "Request for Exclusion" means the written communication that must be submitted to the Settlement Administrator and received by or before the Opt-Out Date by a Class Member who wishes to be excluded from the Class. A Request for Exclusion form that is substantially in the form attached as Exhibit 4 shall be made available on the Settlement Website.

45. "Settlement Administrator" means the entity retained by the Parties and approved by the Court to design, consult on, and implement the Class Notice Program for disseminating Class Notice, administer and send the Monetary Payment to eligible Claimants, and perform overall administrative functions.

46. "Settlement Agreement" or "Settlement" means this Settlement Agreement and General Release (including all Exhibits attached to this Settlement Agreement and General Release).

47. "Settlement Website" means the Internet website to be created and maintained for this settlement by the Settlement Administrator to provide information to the public and the Class about this Settlement Agreement.

48. "Supplemental Claim Deadline" means an additional sixty (60) days after the Original Claim Deadline for Class Members to submit Claims in the event

the Net Fund would exceed the value of the aggregate Claims after *pro rata* upward adjustment as described in Section III.5 below.

Capitalized terms used in this Settlement Agreement, but not defined in Section II, shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

II. SETTLEMENT RELIEF

1. The Class Notice Program and Claims procedure shall comply with all applicable rules in the Middle District of Florida.

2. As set forth in Section I.16 above, Defendant shall deposit the amounts of the Common Fund into the Escrow Account on or before the deadlines specified; provided, however, that in the event of a Change of Control, Defendant will provide Class Counsel immediate notice of such Change in Control and all remaining amounts Defendant owes to the Common Fund shall be due and payable immediately.

3. While time is of the essence for each payment of the Common Fund that Defendant is required to make to the Escrow Account in accordance with this Settlement Agreement, if Defendant fails to deposit any of the payments, it will have a fifteen (15) day cure period after receipt of written notice from Plaintiffs' Counsel.

4. The Monetary Payment

a. Class Members who submit a timely, valid Pre-Populated Claim Form will receive Monetary Payments.

b. Based on the applicable shipping records, the Settlement Administrator will attempt to determine and notify Class Members of their ability to receive a monetary payment via the Settlement. The Settlement Administrator will also advertise notice of the Settlement on social media using targeted lists.

c. The Monetary Payment awarded to each Class Member will be based on the purchases made by each Class Member, as reflected in unaudited shipping records of the shipping company that provided this list to Plaintiffs and proof of purchase records supplied by Class Members.

d. The Monetary Payment is subject to a *pro rata* increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined, as described below.

5. *Pro Rata* Adjustments, the Supplemental Claim Deadline, and *Cy Pres* Contribution.

a. If the amount of the Net Fund is less than the aggregate amount of valid Claims submitted in accordance with the Original Claim Deadline ("Net Fund Deficit"), each Claim for a Monetary Payment shall be reduced on a *pro rata* basis.

b. If the amount of the Net Fund exceeds the aggregate amount of valid Claims submitted in accordance with the Original Claim Deadline, the Settlement Administrator will determine if increasing each valid Claim by up to three (3) times the claimed amount will exhaust the Net Fund. If so, amounts paid on Claims will be increased *pro rata* up to three (3) times the claimed amounts (the "Maximum Payout") as described in section II.5.d.

c. However, if the Settlement Administrator determines the amount of the Net Fund after a *pro rata* increase of three (3) times the original claimed amounts would still exceed the aggregate amount of those upward adjusted valid Claims submitted in accordance with the Original Claim Deadline, then the Original Claim Deadline shall be extended for all Class Members by sixty (60) days (and this fact shall be prominently updated on the homepage of the Settlement Website) and additional Notice will be provided to those Class Members who did not submit a Claim by the Original Claim Deadline. This Notice

will inform these Class Members that they have an additional sixty (60) days (the Supplemental Claim Deadline) to submit a Pre-Populated Claim Form to receive the Monetary Payment.

d. After Final Judgment and Order Approving Settlement and the expiration of the Original Claim Deadline and the Supplemental Claim Deadline, and the fifteen days (15) allowed by the Settlement Administrator for the curing of deficient Claims, as applicable, the Settlement Administrator shall determine the total amount to which each Claimant is entitled as follows:

(i) Claimants who received a three-bottle shipment are entitled to a maximum of \$149.91 per shipment; Claimants who received a five-bottle shipment are entitled to a maximum of \$238.44 per shipment;

(ii) if the amount of the Net Fund exceeds the aggregate amount of the total valid Claims using the Maximum Payouts set forth in subsection (i) above (a "Net Fund Surplus") then the Settlement Administrator will distribute remaining funds to the *Cy Pres* Recipient as set forth in subsection e(i) below.

e. The Settlement Administrator shall make disbursements to each Claimant after each deposit by Defendant into the Common Fund as soon as practicable after receiving each deposit. The Settlement Administrator shall make disbursements to each Claimant as follows:

(i) in the event of a Net Fund Surplus, the Settlement Administrator will distribute funds *pro rata* to each Claimant (using each Claimant's Maximum Payout as the numerator and the sum of all Claimants' Maximum Payouts as the denominator) until each Claimant has received the Maximum Payout, and only after each Claimant has received the Maximum Payout shall any excess funds be distributed to the *Cy Pres* Recipient.

(ii) in the event of a Net Fund Deficit, the Settlement Administrator will distribute funds *pro rata* to each Claimant (using each Claimant's Maximum Payout as the numerator and the sum of all Claimants' Maximum Payouts as the denominator).

f. At the time of each disbursement, if possible, each Claimant will receive an email and/or mobile phone text providing the Claimant with several digital options to immediately receive the Monetary Payment, such as PayPal, Venmo, digital MasterCard, or eCheck. At that time, the Claimant may also request a physical check, and the cost of mailing such check will be paid from the Net Fund. Monetary Payment checks will be valid for ninety (90) days. Any amount remaining in the Net Fund as a result of Monetary Payment checks that remain uncashed more than ninety (90) days after the date on the check, or as a result of Monetary Payment checks returned with no forwarding address and for which a current address cannot be reasonably obtained, and any remaining funds that the Settlement Administrator was unable to distribute, will be paid to the *Cy Pres* Recipient. Any Class Member who fails to negotiate a check within the ninety (90) day period forever waives and releases his or her claim for payment of the amount represented by the Monetary Payment check. In addition to Monetary Payment checks, Monetary Payments may be provided to Class Members electronically through established electronic payment services such as PayPal, Venmo, digital MasterCard, or eCheck as requested by Class Members.

6. Release of the Common Fund

a. Plaintiffs' motion for Attorneys' Fees and Expenses shall be filed at least thirty (30) days before the deadline for objecting to the Settlement Agreement.

b. Within twenty-one (21) days after each distribution of the Monetary Payment to Claimants, Settlement Class Counsel will file a Post-Distribution Accounting.

c. All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Settlement Agreement. All funds held by the Settlement Administrator shall be deemed a "qualified settlement fund" within the meaning of the United States Treasury Reg. § 1.46B-1 at all times since creation of the Escrow Account. Any interest earned on any funds in the Escrow Account shall be allocated to pay Settlement Administrator expenses. All taxes (including any estimated taxes and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's Counsel, Plaintiffs and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow Account. Defendant and Defendant's Counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any portions of the Monetary Payment to any Claimant, including Plaintiffs. The Escrow Account shall indemnify and hold Defendant and Defendant's Counsel and Plaintiffs and Class Counsel harmless for any Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s. The Parties agree to cooperate with the Settlement Administrator,

each other, and their own and each other's respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for payment of all taxes and interest in the Common Fund and/or Net Fund.

III. PRE-POPULATED CLAIM FORM SUBMISSION, REVIEW, AND PAYMENT

1. To be eligible to receive the Monetary Payment, Class Members must submit a valid and timely Pre-Populated Claim Form. Pre-Populated Claim Forms may be submitted either by mail or electronically through the Settlement Website and must be received on or before the Original Claim Deadline (or the Supplemental Claim Deadline, if applicable).

2. Pre-Populated Claim Forms will be available upon request made through the Settlement Website or otherwise directly to the Settlement Administrator and will be mailed or emailed to Class Members by the Settlement Administrator. Hard copy Pre-Populated Claim Forms may be submitted to the Settlement Administrator by U.S. Mail or other regularly maintained mail delivery service.

3. The Settlement Administrator shall review Claims to determine if the Claimant has substantially complied with the instructions on the Pre-Populated Claim Form and shall process the Claim accordingly. The Settlement Administrator shall make final decisions on whether a Claim is valid subject to the agreement of Class Counsel and Defendant's Counsel.

4. The Settlement Administrator's review of Claims will be in accordance with standard fraud detection practices regularly employed by the Settlement Administrator to prevent the approval and payment of Claims that are fraudulent or invalid.

5. The Settlement Administrator shall have the discretion to develop a deficiency review process whereby Claimants who submit deficient, but not obviously fraudulent Claims, are contacted and provided fifteen days (15) to cure any deficiencies in their Claims.

6. Claimants entitled to receive the Monetary Payment will be given the option of receiving payment electronically or receiving payment by check mailed by first class mail to the address on Pre-Populated Claim Form. Monetary Payments elected to be received by check will be mailed within twenty-one (21) days after the process described in Section III.3 is completed.

IV. ADMINISTRATION AND CLASS NOTICE

1. Settlement Administrator

a. Subject to Court approval, the Parties shall retain Kroll Settlement Administration LLC as Settlement Administrator.

b. The Settlement Administrator will be tasked with conducting matters relating to the administration of this Settlement Agreement, as set forth herein. Those responsibilities include, but are not limited to, (1) arranging for dissemination of the Class Notice; (2) emailing or arranging for emailing or physical mailing or other distribution of the Class Notice and the Monetary Payment to Claimants; (3) handling returned mail and email not delivered to Class Members; (4) locating and identifying any email address of Class Members where the email is returned or no email address is available; (5) making any additional mailings required under the terms of this Settlement Agreement; (6) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or their designee; (7) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence and Requests for Exclusion from the Settlement; (8) establishing the Settlement Website that posts the operative complaint, Settlement Agreement, the Class Notice, and other related documents;

(9) establishing and maintaining a toll-free telephone number that will provide settlement-related information to Class Members; (10) reviewing Claims for compliance and fraud detection; (11) establishing and administering the Escrow Account to hold the payments of the Common Fund; and (12) otherwise assisting with administration of the Settlement Agreement.

c. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

i. The Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and neutrally describe, the provisions of this Settlement Agreement in communications with Class Members; and

ii. The Settlement Administrator shall provide prompt, accurate, and objective responses to inquiries from Plaintiffs' Counsel or their designee, Defendant, or Defendant's Counsel.

2. Class Notice

a. Class Notice: The Class Notice forms will include the Long-form Class Notice, Email Notice, and Postcard Notice.

b. The Long-form Class Notice available on the Settlement Website and to be sent to Class Members at their request shall be in substantially the form of Exhibit 3. The Long-form Class Notice shall be available in English. At a minimum, the Long-form Class Notice shall:

i. include a short, plain statement of the background of the Action and the proposed Settlement Agreement;

ii. describe the proposed settlement relief as set forth in this Settlement Agreement;

iii. inform Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive relief;

iv. describe the procedures for participating in the Settlement, including all applicable deadlines, and advise Class Members of their rights to submit a Claim to be eligible to receive a Monetary Payment under the Settlement Agreement;

v. explain the scope of the Release;

vi. state that any Monetary Payment to Class Members is contingent on the Court's final approval of the Settlement Agreement;

vii. state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses and Class Representative Service Award;

viii. explain the procedures for opting out of the Class, including the applicable deadline for opting out;

ix. explain the procedures for objecting to the Settlement Agreement including the applicable deadline; and

x. explain that any judgment or orders entered in the Action, whether favorable or unfavorable to the Class, shall include and be binding on all Class Members who have not opted out, even if they have objected to the proposed Settlement Agreement and even if they have initiated, litigation, arbitration, or any other proceeding pending against Defendant.

c. Email Notice and Postcard Notice: The Email Notice and Postcard Notice shall be in substantially the form of Exhibits 2 and 1, respectively, and shall include the web address of the Settlement Website and a telephone number for the Settlement Administrator, a description of the Class, a description of relief available to the Class and the Original Claim Deadline (or any Supplemental Claim Deadline), and an explanation of the right to object and/or opt-out of the Class and the deadlines to exercise these rights.

d. Website Notice: The Settlement Website shall be created and maintained by the Settlement Administrator. The Settlement Website shall be

available in English. The Settlement Website shall be activated no later than the Notice Date and shall remain active until sixty (60) days after the settlement benefits are distributed to Claimants. The URL of the Settlement Website will be a URL descriptive of the settlement. The Settlement Administrator shall post the Long-form Class Notice, a copy of this Settlement Agreement and its Exhibits, the Preliminary Approval Motion, the Preliminary Approval Order, the TAC, the Motion for Final Approval and motion for Attorneys' Fees and Expenses, the Final Approval Order, answers to frequently asked questions, the number for the toll-free telephone number maintained by the Settlement Administrator for this Settlement, Settlement-related deadlines, and any other materials or information the Parties agree to include on the Settlement Website. These documents shall be available on the Settlement Website for as long as the Settlement Website is active.

e. The Parties agree to consult with the Settlement Administrator about the possibility of additional notice to the Class or to individual Class Members, such as internet advertising and targeting procedures, as part of the Class Notice Program.

f. Class Action Fairness Act Notice: Defendant shall work with the Settlement Administrator to comply with all notice requirements imposed by 28 U.S.C. § 1715(b). The Settlement Administrator will identify and prepare for Defendant the materials required to be sent pursuant to 28 U.S.C. § 1715(b), including, but not limited to, identifying the various appropriate State officials to whom notice must be sent and the names of Class Members residing in each State and the estimated proportionate share of the Claims of such Class Members relative to the entire settlement.

g. Dissemination of Class Notice

i. Direct Notice: The Email Notice shall be sent via email, or for those Class Members for whom an email address is not available but a physical

address is available, then the Postcard Notice shall be sent via the United States Postal Service, to every Class Member who can be identified in the unaudited shipping records of the shipping company available from the information provided in the Action. The Postcard Notice may also, but need not, be sent via the United States Postal Service to Class Members other than those for whom an email address is not available. Plaintiffs' Counsel shall provide the Settlement Administrator any of the aforementioned Class Member contact information it possesses. Direct Notice will be sent on the Notice Date, and if applicable, again to those Class Members who did not submit a Claim in accordance with the Original Claim Deadline. Prior to the Notice Date, the Settlement Administrator shall employ its regular data processing and data cleaning procedures on the records (names/addresses) for the Direct Notice. The Settlement Administrator shall design the Direct Notice (for both delivery by U.S. Mail and by email) in such a manner as to enhance the likelihood that it will be opened or viewed by the Class Members. After posting of the Postcard Notice by the Settlement Administrator with the United States Postal Service, for any such mailed notices returned as undeliverable, the Settlement Administrator shall utilize the National Change of Address Database in an attempt to obtain better addresses for such returned mail notices, and should the National Change of Address Database show a more current address, the Settlement Administrator shall send the returned Postcard Notice to the more current address. The Settlement Administrator will promptly resend any Postcard Notice that is returned as undeliverable with a forwarding U.S. Mail address to any such forwarding address. For any email that is returned as undeliverable, the Settlement Administrator shall use commercially reasonable efforts to attempt to obtain a more current email address, and resend the Email Notice to any such email addresses.

ii. Website Notice: No later than the Notice Date, the Settlement Administrator will post the Long-form Class Notice on the Settlement Website, and shall post the additional documents and information discussed in Section IV.2.d above as they become available. Such documents and information may also be posted on Class Counsel's website at their option so long as they are portrayed accurately and neutrally.

iii. Toll-Free Telephone Number: No later than the Notice Date, the Settlement Administrator shall establish a toll-free telephone number that will provide information related to the Settlement to Class Members via recorded FAQs and/or live agent support.

iv. Upon Request: The Long-form Class Notice and Pre-Populated Claim Form shall also be sent via electronic mail or regular mail to Class Members who so request.

V. OBJECTIONS AND REQUESTS FOR EXCLUSION

1. Objections

a. Any Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the specific grounds supporting the objection; (f) a statement whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (g) copies of any papers, briefs, or other documents upon

which the objection is based; and (h) the objector's handwritten, dated signature (the signature of objector's counsel, an electronic signature, or the annotation "/s" or similar annotation will be deemed not in compliance and not accepted).

b. Any Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement Agreement. Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on Class Counsel and Defendant's Counsel, and file the notice of appearance with the Court, no later than seven (7) days before the Final Approval Hearing, or as the Court may otherwise direct. The written notice and objection requirements may be excused by the Court upon a showing of good cause.

c. Absent a showing of good cause, any Class Member who fails to substantially comply with the provisions of Sections V.1.a-b above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all of the terms of this Settlement Agreement and by all proceedings, orders and judgments, including but not limited to the Releases in Section VII, in the Action.

2. Requests for Exclusion

a. Any member of the Class may request to be excluded from the Class. A Class Member who wishes to opt out of the Class must do so no later than the Opt-Out Date. To opt out, a Class Member must send to the Settlement Administrator a written Request for Exclusion that is received no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Class Member and contain a statement that indicates a desire to be excluded from the Class. No person may opt out of the Class for any other person or be opted-out by

any other person, and no Class Member shall be deemed opted-out of the Class through any purported "mass" or "class" opt-outs.

b. Any Class Member who does not submit a timely, written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order Approving Settlement in the Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

c. Any Class Member who properly requests to be excluded from the Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement Agreement; (b) be entitled to submit a Claim, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

d. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final list of all timely Requests for Exclusion within three (3) days after the Opt-Out Date. Class Counsel shall file the final list of all timely Requests for Exclusion prior to or at the Final Approval Hearing.

VI. RELEASES

1. Defendant, while expressly denying any and all allegations of liability and without admitting any wrongdoing, has determined that it is in its best interest to resolve this matter promptly on the terms set forth in this Settlement Agreement in order to avoid the continuing and additional costs, time, and disruption resulting from and associated with these proceedings and thereby acknowledges and agrees that the amount of the Common Fund constitutes reasonable consideration for the release of any and all Released Claims.

2. As a material condition for Defendant to agree to this Settlement Agreement, upon the Effective Date, Plaintiffs shall by order of the Court in the

Final Judgment and Order Approving Settlement be deemed to have forever released, waived, forfeited and shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claims against the Released Parties in any court, arbitration forum, administrative agency, or other tribunal. This provision is not intended, and shall not be deemed, to apply to Plaintiffs' ability to file the Consent Judgment in the event of a default by Defendant as addressed in Section XI.

3. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs and the Class do not know or suspect exist in their favor at the time when this Settlement Agreement and the releases contained therein become effective. This Section constitutes an express waiver of such claims now, hereafter, and henceforth, including without limitation as to any other applicable law, of the rights and benefits available under California Civil Code section 1542, to the extent such section applies to any Class Member, 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.

4. Plaintiff and the Class understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waiver and relinquishment, Plaintiff and the Class acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with

respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts, now, hereafter, or henceforth.

VII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARD

1. The award of Attorneys' Fees and Expenses, if any, will be paid from the Common Fund. The application for an award of Attorneys' Fees and Expenses will be made by Class Counsel on behalf of themselves. The Defendant shall not be responsible for any fees or expenses incurred by Plaintiffs' Counsel or Plaintiffs.

2. Plaintiffs' Counsel may apply for a Class Representative Service Award on behalf of the Class Representatives. Any Court-approved service award is in addition to the benefits that each Class Representative is entitled to receive as a member of the Class. The Court-approved service award, if approved, will be paid from the Common Fund. The Defendant shall have the right to oppose any application for a Class Representative Service Award.

3. The Settlement Administrator shall pay Plaintiffs' Counsel as follows:

- a. The Settlement Administrator shall divide (i) the sum of the Attorneys' Fees and Expenses plus any Class Representative Service Award that the Court approves by (ii) the total amount of the Common Fund, the quotient of which shall be the "Attorney and Class Representative Percentage."
- b. Upon each payment by Defendant into the Escrow Account, the Settlement Administrator shall, as soon as practicable, multiply the Attorney and Class Representative Percentage by the amount the

Defendant deposited into the Escrow Account, and then pay that amount from the Escrow Account to Plaintiffs' Counsel.

- c. In the event of a Net Fund Surplus, after all Claimants have received their Maximum Payout, any funds remaining in the Escrow Account for that payment and/or future payments shall first be paid to Plaintiffs' Counsel until Plaintiffs' Counsel has received the full Attorneys' Fees and Expenses plus any Class Representative Service Award that the Court approves. In no event shall Plaintiffs' Counsel be paid more than the total amount of Attorneys' Fees and Expenses plus any Class Representative Service Award that the Court approves. For clarity, each time Defendant issues a payment to the Escrow Account, the Settlement Administrator will issue each payment to Plaintiffs' Counsel *pro rata* based on VII.3.b. This subsection only applies in the event all Claimants have received their Maximum Payout and Plaintiffs' Counsel has not received the full amount of its Attorneys' Fees and Expenses plus any Class Representative Service Award that the Court approves.

4. In the event that any portion of any payment to Plaintiffs' Counsel includes a portion of a Class Representative Service Award, Plaintiffs' Counsel will distribute the portion of the amount it receives that is attributable to the Class Representative Service Award to the Class Representatives.

5. The Court's determination of Attorneys' Fees and Expenses and Class Representative Service Award will not affect the remainder of the Settlement.

VIII. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

This Settlement Agreement is subject to and conditioned upon the issuance by the Court of the Final Judgment and Order Approving Settlement.

IX. NO ADMISSION OF LIABILITY/AGREEMENT FOR SETTLEMENT

1. Defendant denies any and all liability or wrongdoing of any kind associated with the alleged claims in the TAC. Nothing herein shall constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. To this end, the Settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the allegations in the Action and (ii) are not and shall not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal.

2. This Settlement Agreement reflects the compromise and settlement of disputed claims among the Parties and is for settlement purposes only.

X. TERMINATION OF THIS SETTLEMENT AGREEMENT

1. Any Party may terminate this Settlement Agreement by providing written notice to the other Parties within ten (10) days of any of the following events:

- a. The Court does not enter a Preliminary Approval Order; or
- b. The Court does not enter a Final Judgment and Order Approving Settlement, or if entered, such Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material respect by another court.

2. In the event that the number of Requests for Exclusion received pursuant to Section V.2 exceeds 10% of the number of Pre-Populated Claim Forms sent by the Settlement Administrator, the Defendant may terminate this Settlement Agreement by providing written notice to Class Counsel within ten (10) calendar

days of the Opt-Out Date.

3. In the event that this Settlement Agreement terminates for any reason, all Parties shall be restored to their respective positions as of the date of execution of the Settlement Agreement. All amounts remaining in the Common Fund will be refunded to Defendant. In no event will Defendant be entitled to recover any funds spent for Notice and Claim Administration Expenses prior to termination of this Settlement Agreement.

XI. ADDITIONAL PROVISIONS

1. Defendant will be in default of this Settlement Agreement if either (i) Defendant files a petition for bankruptcy, Defendant is placed into bankruptcy through an involuntary petition, or is placed into receivership by a court of competent jurisdiction or (ii) Defendant fails to make any one of its required payments to the Common Fund within the time required as set forth in Sections II.2 and II.3.

2. In the event of Defendant's default, its obligation to make all remaining payments to the Common Fund shall be accelerated and all remaining payments it owes to the Common Fund shall be immediately due and payable on the date of Defendant's default except Defendant has a 15-day cure period after written notice as set forth in Section II.3, upon which if cured, Defendant shall not be in default.

3. Contemporaneously with the execution of this Settlement Agreement Defendant will execute a consent judgment on Plaintiffs' existing claim, such judgment to be in the form of Exhibit 6 (the "Consent Judgment"). Plaintiffs' Counsel will hold the Consent Judgment in escrow and not file it with the Court. In the event of Defendant's default, Plaintiffs' Counsel may, after notifying Defendant's Counsel and the 15-day cure period after written notice as set forth in Section II.3, file the Consent Judgment with the Court to pursue collection of all

remaining payments owed to the Common Fund. Any amounts Defendant has previously paid to the Common Fund shall be credited towards the amount Defendant owes under the Consent Judgment. The Court will retain jurisdiction to enter this Consent Judgment because the Parties will request that in the Final Judgment and Order Approving Settlement, the Court specifically approve, adopt and ratify this Settlement Agreement and expressly retain jurisdiction for the sole purpose of enforcing the Settlement Agreement, including the entering of the Consent Judgment (Exhibit 6 of the Settlement Agreement) under the applicable circumstances.

4. Entire Settlement Agreement: This Settlement Agreement, including all Exhibits, shall constitute the entire Settlement Agreement among the Parties with regard to the Action and shall supersede any previous settlement agreements, terms sheets, representations, communications and understandings among the Parties with respect to the subject matter of the Settlement Agreement.

5. Execution in Counterparts: This Settlement Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be treated as original signatures and shall be binding.

6. Notices: Whenever this Settlement Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

- a. If to Plaintiffs or Class Counsel:
Cyclone Covey
KNEUPPER & COVEY, PC
11720 Amber Park Dr, Ste 160, PMB 1271
Alpharetta, GA 30009
Tel: 678-928-6806

cyclone@kneuppercovey.com

- b. If to Defendant or Defendant's Counsel:
Corey Roush
SIDLEY AUSTIN LLP
1501 K St, NW
Washington, DC 2005
Tel: 202-736-8624
corey.rous@sidley.com

and to:

William J. Schifino, Jr.
GUNSTER, YOAKLEY & STEWART, P.A.
401 East Jackson Street, Suite 1500
Tampa, Florida 33602
Tel: (813) 228-9080
wschifino@gunster.com

7. Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Settlement Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Settlement Agreement and the Parties agree that the drafting of this Settlement Agreement has been a mutual undertaking.

8. Waiver: The waiver by one Party of any provision or breach of the Settlement Agreement shall not be deemed a waiver of any other provision or breach of the Settlement Agreement.

9. Variance: In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

10. Taxes: No opinion concerning the tax consequences of the Settlement Agreement to any Class Member is given or will be given by Defendant, Defendant's Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement Agreement, if any.

11. Modification in Writing: This Settlement Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendant's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Settlement Agreement may be modified by subsequent agreement of Defendant and Class Counsel so long as the modifications do not alter the substantive terms of this Settlement Agreement or reduce the rights and benefits of Class Members.

12. Retain Jurisdiction: The Court shall retain exclusive and continuing venue and jurisdiction over the Parties and the Class to interpret and enforce the terms, conditions, and obligations under the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Settlement Agreement. If the parties cannot resolve any disputes over such issues, these disputes shall be brought in the Court. The Parties will request that in the Final Judgment and Order Approving Settlement, the Court specifically approve, adopt and ratify this Settlement Agreement and expressly retain jurisdiction solely for the purpose of enforcing the Settlement Agreement,

including the entering of the Consent Judgment (Exhibit 6 of the Settlement Agreement) under the applicable circumstances detailed in Section XI.

13. Choice of Law: This Settlement Agreement is governed by, and shall be construed and enforced in accordance with, Florida law.

14. Recitals: The recitals contained in Section I are hereby incorporated into and made a part of this Settlement Agreement, including all defined terms referenced therein.

15. Computation of Time: All deadlines and time periods prescribed in this Settlement Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

16. Representations and Warranties:

a. Each Party represents that:

- i. such Party has the full legal right, power, and authority to enter into this Agreement, subject to Court approval;
- ii. such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;
- iii. such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of its rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- iv. such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Settlement Agreement and has been given the opportunity to review independently this Settlement

Agreement with such legal counsel and agree to the particular language of the provisions herein;

- v. except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Settlement Agreement; and
- vi. this Settlement Agreement constitutes a valid, binding, and enforceable agreement.

17. Headings: Any headings contained herein are for information purposes only and do not constitute a substantive part of this Settlement Agreement. In the event of a dispute concerning the terms and conditions of this Settlement Agreement, the headings shall be disregarded.

18. Severability: Should any part, term, or provision of this Settlement Agreement be declared or determined by the Court to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the dates written below.

Plaintiffs

By:

Printed Name:

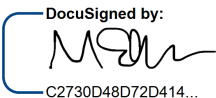
Date:

By:

Printed Name:

Date:

Defendant Global E-Trading LLC dba Chargebacks911

By: A blue rectangular box containing a handwritten signature and the text "DocuSigned by:" above it and "C2730D48D72D414..." below it.

Printed Name: Monica Eaton

Date: 7/11/2025