## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into by and between Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas (the "**Settlement Class Representatives**"), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants Alfasigma USA, Inc. ("**Alfasigma**"), Leadiant BioSciences, Inc. ("**Leadiant**"), and VSL Pharmaceuticals, Inc. ("**VSL**"), on the other (together, the "**Parties**").

## RECITALS

A. WHEREAS, the Settlement Class Representatives are plaintiffs and Court-appointed class representatives in class action litigation in the United States District Court for the District of Maryland styled *Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173;

B. WHEREAS, the operative Complaint filed in this action asserts class action claims for violations of the Racketeer Influenced and Corrupt Organizations Act, breach of express warranty; unjust enrichment; and violations of the consumer fraud acts of several states, on behalf of the certified nationwide class and the single-state classes, arising out of the sale of VSL#3 Class Products (as defined below);

C. WHEREAS, the Parties and their counsel conducted arms-length settlement negotiations, specifically a full-day, in-person mediation session on January 7, 2026, and follow-up communications mediated by Robert A. Meyer, Esq., after which the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Agreement;

D. WHEREAS, the Settlement Class Representatives and Defendants separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Litigation (as defined herein); the Settlement Class Representatives and their counsel believe that the claims asserted in the Litigation have merit; and Defendants deny that they have engaged in any wrongdoing and deny all claims asserted in the Litigation;

E. WHEREAS, the Parties have also considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class Representatives or Defendants;

F. WHEREAS, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and uncertainty;

G. WHEREAS, the Parties now desire to resolve the Released Claims (defined below) of the Settlement Class Representatives and the Settlement Class against Defendants that are asserted or that could have been asserted in the Litigation related to the VSL#3 Class Products;

H. WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Litigation;

I. WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

J. WHEREAS, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of further litigation and trial and to settle and dispose of, fully and completely and forever, the Released Claims (defined below) and causes of action in the Litigation.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class, Alfasigma, Leadiant, and VSL, themselves and through their undersigned counsel, agree to settle the Litigation, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS**. Unless otherwise indicated or defined above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

**1.1.** As used herein, the term "**Agreement**" means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.

**1.2.** As used herein, the term "**Alfasigma**" means Alfasigma USA, Inc.

**1.3.** As used herein, the term **"Approved Claim Amount"** means the approved amount as calculated by the Settlement Administrator as set forth in Sections 3.2(e)(viii, ix) of this Settlement Agreement.

**1.4.** As used herein, the term **"Approved Claimant"** means a Settlement Class Member who has submitted a timely and valid Claim, which the Settlement Administrator has approved.

**1.5.** As used herein, **"Claim"** means a request for a Claim Payment submitted on a Claim Form to the Settlement Administrator in accordance with the terms of this Settlement Agreement.

**1.6.** As used herein, **"Claim Form"** means the document or online form to be submitted by a Claimant requesting a Claim Payment.

**1.7.** As used herein, **"Claim Payment"** means the cash payment paid to eligible Claimants as set forth in Section 3.2(e)(viii) of this Settlement Agreement, which will be calculated based upon the Approved Claim Amount, after the *Pro Rata* Adjustments set forth in Section 3.2(e)(ix) of this Settlement Agreement.

**1.8.** As used herein, **"Claimant"** means a Settlement Class Member who submits a Claim.

**1.9.** As used herein, the term "**Claims Submission Deadline**" means the date 105 days after the date of entry of the Preliminary Approval Order and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 3.2 of this Agreement.

**1.10.** As used herein, the term "**Class Period**" means the period between June 1, 2016, and June 19, 2019, inclusive of those dates.

**1.11.** As used herein, the term "**Complaint(s)**" means any of the complaints filed in *Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, 8:19-cv-02173 (D. Md. 2019) (ECF Nos. 1, 40, and 93).

**1.12.** As used herein, the term "**Court**" means the United States District Court for the District of Maryland.

**1.13.** As used herein, the term **"Cy Pres Recipients"** means the charitable organization or organizations that will receive any funds remaining after all other distributions are made under Section 3.2(c)(ix) of this Agreement. The Parties have agreed to propose the Crohn's and Colitis Foundation and Digestive Health Foundation—Northwestern Memorial Foundation as the Cy Pres Recipients, subject to Court approval.

**1.14.** As used herein, the term "**Defendants**" means Alfasigma, Leadiant, and VSL.

**1.15.** As used herein, the term "**Defendants' Counsel**" means the following lawyers at the following firms: Andrew Soukup and Marc Capuano of Covington & Burling LLP; Turner Broughton of Williams Mullen; and John H. Beisner of Skadden Arps Slate Meagher and Flom LLP.

**1.16.** As used herein, the term "**Effective Date**" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, <u>and</u> (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

**1.17.** As used herein, the term **"Email Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program by electronic mail, and substantially in the form of Exhibit 6, or as otherwise modified by the Court.

**1.18.** As used herein, the term "**Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendants into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

**1.19.** As used herein, the term "**Exclusion/Objection Deadline**" means the date 105 days after the entry of the Preliminary Approval Order and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.4 and 4.6 hereof.

**1.20.** As used herein, the term "**Final Approval Hearing**" means the hearing(s) to be held by the Court, at least 165 days after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement of the Litigation on the terms of this Agreement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered.

**1.21.** As used herein, the term "**Final Approval Order**" means the order finally approving the Settlement and this Agreement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted in the Litigation with prejudice. The Final Approval Order shall be substantially in the form attached as Exhibit 2 hereto, subject to such modifications as the Court may direct.

**1.22.** As used herein, the term "**Household**" means all individuals who have their principal place of residence at a single address.

**1.23.** As used herein, the term "**Judgment**" means the Judgment to be entered by the Court. The Judgment shall be substantially in the form attached as Exhibit 3 hereto, subject to such modifications as the Court may direct.

**1.24.** As used herein, the term "**Leadiant**" means Leadiant BioSciences, Inc.

**1.25.** As used herein, the term **"Legal Claims**" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise. For the avoidance of doubt, **"Legal Claims**" include any cause of action asserted in the Litigation, including but not limited to, claims for violations of the Racketeer Influenced and Corrupt Organizations Act; breach of express warranty; unjust enrichment; and violations of the consumer fraud and protection acts of all 50 states and the District of Columbia.

**1.26.** As used herein, the term "**Litigation**" means *Starr et al. v. VSL Pharmaceuticals Inc., et al.*, Case No. 8:19-cv-02173 (D. Md. 2019) and any version of the Complaint(s) filed therein.

**1.27.** As used herein, the term **"Long-Form Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program (including by posting on the Settlement Website and mailing or emailing to Settlement Class Members upon request) , and substantially in the form of Exhibit 4, or as otherwise modified by the Court.

**1.28.** As used herein, the term **"Mailed Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program by U.S. postal service, and substantially in the form of Exhibit 5, or as otherwise modified by the Court.

**1.29.** As used herein, the term **"Media Campaign"** means the parts of the Notice Plan designed to provide notice of the Settlement to Settlement Class Members through online advertising, including programmatic display advertising, social media advertising, and search engine advertising, as ordered by the Court.

**1.30.** As used herein, the term "**Net Settlement Fund**" means the Settlement Fund net after payment of Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards.

**1.31.** As used herein, the term **"Notice Date"** means the date by which the initial mailing of the Email and Mailed Notice, the publication of the Settlement Website, and the commencement of the Media Campaign, as set forth in Section 4.2 of this Agreement, are complete (not including any re-sending of any Email or Mailed Notices as set forth in Section 4.2(b)) , which shall be no later than forty-five (45) days after the Preliminary Approval Order.

**1.32.** As used herein, the term **"Notice Plan"** shall mean the Court-approved plan for disseminating notice to the Class, and includes, collectively, the Long-Form Notice, the Mailed Notice, the Email Notice, and the Media Campaign discussed in Section 4.2 of this Settlement Agreement.

**1.33.** As used herein, the term "**Notice and Settlement Administration Costs**" means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

**1.34.** As used herein, the term "**Objector**" means a Settlement Class Member who objects to the Settlement pursuant to the procedures laid out in Section 4.6.

**1.35.** As used herein, the term "**Order**" includes, as applicable, the Preliminary Approval Order, the Final Approval Order, any orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award, and the Judgment.

**1.36.** As used herein, the term "**Parties**" means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, and Alfasigma, Leadiant, and VSL, collectively, and the term "**Party**" means any of the defined Parties, singularly.

**1.37.** As used herein, the term "**Preliminary Approval Order**" means the order preliminarily approving this Agreement as fair, reasonable, and adequate; provisionally certifying, for settlement purposes only, the Settlement Class; provisionally approving the Settlement Class Representatives as the class representatives; provisionally appointing Settlement Class Counsel as class counsel; staying further proceedings in the Litigation and staying any litigation of the Released Claims by any member of the Settlement Class, pending final settlement approval; authorizing the sending of Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form attached as Exhibit 1 hereto, subject to such modifications as the Court may direct.

**1.38.** As used herein, **"Proof of Purchase"** means a Retail Transaction Record or a receipt or similar document showing the Claimant purchased the VSL#3 Class Product during the Class Period and the number of Units purchased, or any document or method that the Claim Administrator believes, in its discretion, evidences that a Class Member purchased VSL#3 Class Products during the Class Period. The Retail Transaction Records shall count as Proof of Purchase without the Class Member gathering or submitting documentation evidencing the transactions identified through Retail Transaction Records.

**1.39.** As used herein, **"*Pro Rata* Adjustments"** means the *pro rata* adjustments to the Approved Settlement Amount, as set forth in Section 3.2(e)(i x) o f this Settlement Agreement.

**1.40.** As used herein, the term "**Releases**" means the releases and covenants not to sue granted pursuant to Section 3.4.

**1.41.** As used herein, the term "**Released Claims**" means any and all Legal Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Legal Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the VSL#3 Products, including but not limited to all of the products identified in any Complaint in this Litigation; (b) any of the marketing representations about the VSL#3 Class Products identified in any Complaint in this Litigation, including but not limited to statements or omissions about clinical studies performed on VSL#3, the ingredients in VSL#3, the efficacy of VSL#3, or where VSL#3 is manufactured; (c) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (d) a ny event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), or (c) of this paragraph. For the avoidance of doubt, the Released Claims do not include Legal Claims for personal injury.

**1.42.** As used herein, the term "**Released Parties**" means Defendants Alfasigma, Leadiant, and VSL with their predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests) and assigns; their past, present, and future, direct and indirect, parents, subsidiaries, joint venture partners and affiliates; any entity involved in the supply chain of the manufacturing, distribution, and sale of the VSL#3 Class Products; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, insurers, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

**1.43.** As used herein, the term "**Releasing Parties**" means the Settlement Class Representatives, the Settlement Class Members (other than those who have timely and validly excluded themselves from the Settlement Class), any person or entity claiming by, for, on behalf of, or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, and assigns of any of the foregoing.

**1.44.** As used herein, **"Retailer"** means third-party retail companies that sold the VSL#3 Class Products during the Class Period, from whom Class Counsel have obtained Retail Transaction Records.

**1.45.** As used herein, **"Retail Transaction Record"** refers to records Class Counsel have obtained from Defendants and Retailers, or from which they have obtained commitments to produce such records to the Settlement Administrator, which evidence purchases by Settlement Class Members of VSL#3 Class Products during the Class Period.

**1.46.** As used herein, **"Service Award"** means any monetary award approved by the Court that is payable to the Class Representatives from the Common Fund in addition to and separate from any Claim Payment to which a Class Representative is entitled.

**1.47.** As used herein, the term "**Settlement**" means the full and final resolution of the Litigation and related claims effectuated by this Agreement.

**1.48.** As used herein, the term "**Settlement Administrator**" means or refers to Angeion Group, LLC (or another settlement administrator mutually agreed to by the Parties and approved by the Court), which shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement with the consent of both Class Counsel and Defendants' Counsel or as approved by the Court.

**1.49.** As used herein, the term "**Settlement Class**" means all persons who purchased a VSL#3 Class Product in the United States beginning June 1, 2016, and ending June 19, 2019. The following individuals are excluded from the Settlement Class: officers and directors of Defendants Alfasigma, Leadiant, and VSL, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest. Also excluded from the Class are any persons or entities that purchased VSL#3 Class Products exclusively for the purpose of reselling the VSL#3 Class Product to a consumer. Finally, also excluded from the Class are all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

**1.50.** As used herein, the term "**Settlement Class Counsel**" means the following lawyers at the following firms: Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed LLP; and Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP.

**1.51.** As used herein, the term "**Settlement Class Counsel Attorneys' Fees and Costs Award**" means an amount for Class Counsel's attorneys' fees not to exceed one-third of the Settlement Fund (i.e., $6,666,666.67), and Class Counsel's reasonably incurred costs and expenses, the specific amounts of which will be determined and awarded by the Court to Settlement Class Counsel.

**1.52.** As used herein, the term "**Settlement Class Member**" means any person who is a member of the Class.

**1.53.** As used herein, the term "**Settlement Class Representatives**" means, collectively, Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas.

**1.54.** As used herein, the term "**Settlement Fund**" or "Common Fund" mean the non-reversionary cash fund that shall be established by the Settlement Administrator and funded by Defendants on a several and not joint basis, each in accordance with such Defendant's agreed share, which in the aggregate of all several shares shall total the amount of $20,000,000, and shall be deposited according to the schedule set forth herein. The agreed shares to be funded by the Defendants are as follows: (i) Alfasigma: $10,000,000; (ii) VSL: $6,000,000; (iii) Leadiant: $4,000,000. From the Settlement Fund, the Settlement Administrator shall pay all approved Claim Payments submitted by Claimants, Notice and Settlement Administration Costs, any Class Counsel Attorneys' Fees and Costs Award, and any Service Awards.

**1.55.** As used herein, the term "**Settlement Website**" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(e).

**1.56.** As used herein, the term "**Total Settlement Consideration**" means the total amount payable by Defendants on a several and not joint basis to the Settlement Fund for payments to Payment Eligible Settlement Class Members under this Agreement, the Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, together not to exceed $20,000,000.

**1.57.** As used herein, **"Units"** refers to one bottle or box of VSL#3. Each bottle or box in a multipack of VSL#3 counts as one Unit (for example, a three-pack containing three bottles of VSL#3 counts as three Units, one for each bottle).

**1.58.** As used herein, the term "**VSL**" means VSL Pharmaceuticals, Inc.

**1.59.** As used herein, the term "**VSL#3 Class Product**" means all multi-strain probiotic medical food products marketed and sold by Defendants in the United States during the Class Period under the "VSL#3" brand.

## 2. SETTLEMENT ADMINISTRATION.

**2.1. Settlement Administrator**. The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

**2.2. Duties of Settlement Administrator**. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include:

(a) Serving notice as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, within 10 days after the filing of the motion for preliminary approval;

(b) gathering and processing transactional data provided by the Retailers, both to facilitate the Notice Plan and the allocation and distribution of the Settlement Fund in accordance with this Settlement;

(c) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(d) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(e) Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the Litigation and the Agreement;

(f) Establishing and maintaining a system for collecting the submission of electronic Claim Forms that may be submitted to the Settlement Administrator through the Settlement Website (the "Online Claim Form");

(g) Providing an address for (i) the submission of Claim Forms that may be mailed to the Settlement Administrator; and (ii) mailed requests for exclusion from Settlement Class Members;

(h) Responding to any inquiries from Settlement Class Members;

(i) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(j) Providing interim reports on request and within 135 days after the date of entry of the Preliminary Approval Order, a written report to Settlement Class Counsel and Defendants' Counsel, with information that can be submitted in connection with the motion for final approval, that summarizes the number of Claim Forms received from Settlement Class Members since the prior reporting period, the total number of Claim Forms received to date, the total number and value of Claim Forms for monetary payments received to date, the number of any Claim Forms deemed valid or invalid since the prior reporting period, the total number of Claim Forms deemed valid or invalid, the number of notices sent to class members identifying deficiencies with any claims, the number of such deficiency notices still outstanding, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel, subject to auditing to be completed within 20 days thereafter, at which time the Settlement Administrator shall provide a report summarizing any corrected information;

(k) Providing interim reports on request, and, within 135 days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and Defendants' Counsel summarizing the number of requests for exclusion received from Settlement Class Members since the prior reporting period, the total number of exclusion requests received to date, the name and addresses of all Settlement Class Members who made a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel;

(l) No later than 35 days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice (including CAFA) and settlement administration provisions of this Agreement, and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(m) Reviewing, determining the validity of, and responding to all Claim Forms submitted;

(n) Providing all information to the Parties that any Party deems necessary before they can perform any of their obligations under this Agreement, including, but not limited to, transferring any funds to the Settlement Administrator;

(o) Receiving and processing (including monitoring for fraud and validating or rejecting) Class Member Claims and distributing Claim Payments to Settlement Class Members;

(p) Paying any invoices, expenses, taxes, fees, and other costs as contemplated by this Agreement or required by law; and

(q) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement, with the consent of both Settlement Class Counsel and Defendants' Counsel, or as approved or ordered by the Court.

**2.3. Confidentiality.** The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

**2.4.** Payment of Notice and Settlement Administration Costs.

(a) The Notice and Settlement Administration Costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid from the Settlement Fund. The Notice and Settlement Administration Costs shall not exceed $195,000, unless the Parties mutually agree otherwise.

(b) In the event this Agreement is not approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Approval Order or Judgment are reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return to Defendants the Settlement Fund, less any Notice and Settlement Administration Costs actually incurred.

## 3. SETTLEMENT TERMS.

**3.1.** Certification of the Settlement Class.

(a) The Court previously certified national and state classes in this action (*see* Doc. Nos. 339, 340 in the Litigation). In this Settlement Agreement, the parties have agreed that this Settlement will be on behalf of and for the benefit of a "Settlement Class," defined in Section 1.49. Consistent with Section 5.3 of this Settlement, in the event this Settlement is not approved or for any reason the Effective Date never occurs, the parties shall revert to their positions immediately prior to January 7, 2026 (including with respect to this Court's orders certifying classes in this matter) and retaining whatever rights they may have pursuant to Rule 23 or on appeal to seek to modify or otherwise challenge the Court's prior class certification order.

(b) Only for the purposes of this Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.51, (ii) appoint Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas as Settlement Class Representatives to represent the Settlement Class for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(c) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, Defendants do not waive any rights to challenge or contest the maintenance of any lawsuit against them as a class action and to challenge or contest certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

**3.2.** Settlement Class Consideration.

(a) In consideration for the complete and final settlement of the Litigation, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Defendants agree to pay the Total Settlement Consideration to the Settlement Fund as set forth in this Section 3.2. For the avoidance of doubt, Defendants shall have no other financial obligations in connection with this Settlement other than the payment by each Defendant of its share of the Total Settlement Consideration, as specified in Section 1.54, to the Settlement Fund.

(b) Within 14 days after entry of the Preliminary Approval Order, each Defendant shall pay its share of the Total Settlement Consideration, as specified in Section 1.54, into the Escrow Account. If, for any reason, a Defendant does not pay its share of the Settlement Fund (a "Non-Paying Defendant") , the Settlement Class Representatives shall have the option of either (i) terminating the Agreement with all Defendants; or (ii) moving forward with the Settlement as to the Defendants which have paid their respective shares of the Settlement Fund (the "Paying Defendants"). The Settlement shall proceed as to the Paying Defendants unless all the Settlement Class Representatives elect to terminate the Agreement with all Defendants by providing written notice of such election to Defendants' Counsel within five calendar days after the Settlement Class Representatives receive written notice that a Defendant is a Non-Paying Defendant. The Parties shall cooperate in good faith to revise the Notice Plan as necessary to reflect that the Settlement is proceeding only as to the Paying Defendants, and to alert the Court to that development and to submit any conforming revisions to the Notice Plan for Court approval. If the Settlement Class Representatives opt to move forward with the Settlement as to the Paying Defendants, then (i) the terms of this Settlement shall still be enforceable as between the Settlement Class and the Released Parties associated with the Paying Defendants, and (ii) the Settlement Class Representatives shall have the option of either (a) terminating this Agreement as to the Non-Paying Defendant, in which case the Settlement Class and the Non-Paying Defendant will be returned to their respective positions in the litigation immediately prior to January 7, 2026, without prejudice, or (b) pursui ng claims against the Non-Paying Defendant to enforce the Settlement, including the Non-Paying Defendant's payment obligations under this Settlement. If the Settlement Class Representatives timely elect to terminate the Agreement with all Defendants at a time when one or more Paying Defendants have already paid any portion of their respective shares of the Settlement Fund, then an immediate full refund of all such amounts (and any interest accrued thereon) shall be made to the Paying Defendants from the escrow account within five calendar days of such termination election.

(c) The Settlement Administrator shall be granted permission to access said funds only as set forth in this Agreement or as otherwise agreed to by the Parties or as ordered by the Court. Each Defendant's contribution to the Settlement Fund as set forth in Section 1.54 represents the total extent of that Defendant's monetary obligations under this Agreement. The payment of the Settlement Amount in the aggregate by Defendants severally according to each of their agreed shares as specified in Section 1.54, fully discharges Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment to any Settlement Class Member, or any other person, corporation, or otherwise, under this Agreement. The Settlement Fund shall be a Qualified Settlement Fund for which Defendants will be "transferor[s]" within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Settlement Administrator will be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)( 3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)( 2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

(d) The Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, shall be paid exclusively from the Settlement Fund. The Settlement Administrator shall not disburse, release, transfer, or otherwise make any payments from the Settlement Fund unless and until the Court has entered the

Final Approval Order and Judgment; provided, however, that the Settlement Administrator may, prior to entry of the Final Approval Order, pay solely those Notice and Settlement Administration Costs expressly approved by the Court in the Preliminary Approval Order or other Court order. Any proposed disbursement, release, transfer, or other use of the Settlement Fund that is not expressly authorized in a specific amount by a Court order shall require the prior written agreement of all Parties. Following payment of the Court-approved Notice and Settlement Administration Costs, the Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, the Net Settlement Fund shall be allocated among Settlement Class Members as set forth in this Section 3.2(e) below.

(e) Allocation of Net Settlement Fund to Settlement Class Members.

(i) Defendants shall have no responsibility for the distribution or allocations of the Settlement Fund, and have no right to determine how the Settlement Fund is distributed or allocated, beyond their agreement to the terms of this Settlement.

(ii) Eligibility for Claim Payment. To be eligible for a Claim Payment, a Settlement Class Member must submit a Claim Form, completed online or in hard copy, mailed, emailed or submitted online to the Class Administrator. A maximum of one (1) Claim Form without Proof of Purchase may be submitted for each Household. To be considered for payment, a Claim Form must be completed and signed (either by manual signature or electronic signature or affirmation) as detailed herein and submitted online at the Settlement Website or postmarked no later than the Claims Submission Deadline. Claim Forms will not be considered for payment if they are submitted online or postmarked after the Claims Submission Deadline. A Claim Form will be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid, and addressed in accordance with the instructions.

(iii) Responsibilities of the Settlement Administrator with Respect to the Allocation and Distribution.

a. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request, make the Claim Form available on the Settlement Website, and ensure the Claim Form (or the electronic equivalent thereof) can be completed and submitted directly through the Settlement Website so that no printing or mailing is required. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files (*e.g.*, jpg, tif, pdf).

b. The Settlement Administrator shall review all Claims to determine their validity. Claims that the Settlement Administrator does not reject shall constitute Approved Claims. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate, and customary procedures and standards to identify and prevent the distribution of a Claim Payment to anyone submitting fraudulent, untimely, or invalid Claim Forms, and otherwise prevent fraud, waste, and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue payment based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud, or abuse.

c. The Settlement Administrator shall have the discretion to analyze the Retail Transaction Records and/or any other evidence of Proof of Purchase, to reasonably determine how many Units are evidenced by a particular record and determine the Approved Claim Amount.

d. For all Settlement Class Members whose retail purchase data is available in the Retail Transaction Records, the Settlement Administrator will prepopulate the online Claim Form with the number of Units purchased for each date for which the Settlement Administrator has records.

e. Within 20 days after the Claim Submission Deadline, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) all Settlement Class Members whose claims are denied of the reason(s) for the denial, using the e-mail address (if any) provided by the Settlement Class Member on the Claim Form. If the Settlement Administrator determines that a claim might otherwise be valid, but is missing information, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) any Settlement Class Member whose claim is subject to denial for this reason, and Settlement Class Members shall have 30 days to cure such deficiencies with their claims.

(iv) The determination of the validity of all Claim Forms, subject to final audit, shall occur within 165 days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator's determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

(v) The Parties' 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 Parties as to any of its audit and other rights under the Agreement.

(vi) No person or entity shall have any claim against the Settlement Class Representatives, Defendants, Settlement Class Counsel, Defendants' Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

(vii) Court approval of the claims process set forth in this Section 3.2 (with the exception of the deadline to submit a Claim Form) i s a material term of this Agreement.

(viii) <u>The Approved Claim Amount</u>. Approved Claimants will receive a Claim Payment. Claim Payments shall be calculated based on the Approved Claim Amount, which will be calculated as follows, subject to *pro rata* increase or decrease as described in Section 3.2(e) (ix).

a. The per-Unit Approved Claim Amount is $20. The Settlement Administrator will determine the number of Units purchased during the Class Period to which a particular Claimant is entitled, for use in determining the aggregate amount of Claim Amounts to which a Claimant is entitled, pursuant to the three paragraphs below.

b. Claimants who provide no Proof of Purchase will have an Approved Claim Amount for one Unit (i.e., $20), if the Claimant submits an attestation made under oath that the Claimant purchased at least one VSL#3 Class Product in the United States during the Class Period, subject to *pro rata* adjustments described in Section 3.2(e) (ix) , below.

c. Claimants who provide Proof of Purchase for between one (1) a nd three (3) units during the Class Period will have an Approved Claim Amount for three (3) units (i.e., $60). For c larity, this means that any Claimant who provides Proof of Purchase for any number of Units will receive a minimum Approved Claim Amount of $60, subject to *pro rata* adjustments described in Section 3.2(e) (ix), b elow.

d. Claimants may receive an additional Approved Claim Amount for each additional Unit purchased during the Class Period for which they provide Proof of Purchase in excess of three (3) units, up to a maximum of forty (40) units in total (i.e., the maximum aggregate Approved Claim Amount to any Claimant who submits Proof of Purchase for a total of forty (40) or more Units is $800, subject to *pro rata* adjustments described in Section 3.2(e) (ix), b elow).

(ix) <u>*Pro Rata* Adjustments</u>. If the total value of all Approved Claims exceeds the funds available for distribution to Approved Claimants from the Net Settlement Fund, then the amounts of the Claim Payments will be reduced *pro rata*, as necessary, to use all funds available for distribution to Approved Claimants. If the total value of all Approved Claims is less than the funds available for distribution to Approved Claims from the Net Settlement Fund, then the amounts of the Claim Payments will be increased *pro rata*, as necessary, to the greater of (i) an amount that will exhaust all funds available for distribution to Approved Claimants, rounded down to the nearest penny; or (ii) three times the Claims Payment prior to the *pro rata* adjustment. Any *pro rata* adjustment will be calculated before the distribution of funds to any Claimants with an Approved Claim (i.e., will be made in a single distribution).

(x) <u>Method of Distribution of Claim Payment</u>s. Within 14 days after the Effective Date, the Settlement Administrator shall calculate the Net Settlement Fund and the Claim Payment payable for each Unit and inform Settlement Class Counsel and Defendants' Counsel in writing of those amounts. Absent any objection from Defendants or Settlement Class Counsel, the Settlement Administrator within 30 days of so notifying the Defendants and Settlement Class Counsel make Claim Payments to Approved Claimants from the Net Settlement Fund as follows.

(xi) Claimants will elect through the Claim Form whether to receive Claim Payments via (i) physi cal check mailed to the Claimant; or (ii) electronic payment (e.g., PayPal, Venmo). Any payments made by physical check will bear an appropriate legend to indicate that the check is from the Settlement and mailed to the address provided on the Claim Form submitted by the Claimant. All Claim Payments shall be made by the Settlement Administrator within 60 days after the Effective Date, unless otherwise ordered by the Court.

(xii) Claim Payments distributed to Approved Claims shall be valid for 180 days after issuance. The Settlement Administrator will make reasonable efforts to locate the proper mailing address for any intended recipient of a Claim Payment whose check is returned by the Postal Service as undeliverable and will re-mail it once to the updated address. If a physical check is not cashed within the 180-day period, the Approved Claimant shall not be entitled to any further payment under this Agreement.

(xiii) Uncleared Payments: Second Distribution and Cy Pres. Those Approved Claimants whose payments are not cleared within one hundred and eighty (180) calendar days after issuance will become ineligible to receive a Claim Payment, and the Settlement Administrator will have no further obligation to such Approved Claimant to make any Claim Payment from the Net Settlement Fund pursuant to this Settlement Agreement or otherwise. Any funds that remain unclaimed or remain unused after the initial distribution will be distributed to Approved Claimants who cashed the initial payment, on a *pro rata* basis, to the extent the cost of such redistribution is considered economical by the Class Administrator and Class Counsel. If such redistribution is not considered economical or if unpaid funds remain after a second distribution, any unpaid funds will be donated to the Cy Pres recipients, as approved by the Court.

(xiv) No deductions for taxes will be taken from any Claim Payment at the time of distribution. Approved Claimants are responsible for paying all taxes due on such Claim Payments. Under no circumstance shall Defendants be held liable for any tax payments with respect to the Claim Payments. All Claim Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor Defendants' Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

**3.3. Attorneys' Fees, Costs, and Service Awards.**

(a) Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees not to exceed one-third of the Settlement Fund (i.e., $6,666,666.67), and an award of reasonable out-of-pocket expenses Class Counsel has incurred in prosecuting the Litigation. The motion must be filed no later than 75 days after entry of the Preliminary Approval Order. Any such motion will be posted on the Settlement Website within two business days after its filing.

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(c) Settlement Class Counsel may also move for the Court to award a Service Award to Settlement Class Representatives in an amount not to exceed $10,000 for each Settlement Class Representative for their service as representatives to the Settlement Class to be paid out of the Settlement Fund.

(d) Settlement Class Representatives' entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(e) The Court awarded Settlement Class Counsel Attorneys' Fees and Costs and Service Award will be paid out of the Settlement Fund.

(f) Settlement Class Counsel shall have the sole and absolute discretion to allocate the attorneys' fees and costs among themselves. Defendants shall have no liability or other responsibility for allocation of any such fees and costs awarded, and, in the event that any dispute arises relating to the allocation of attorneys' fees, Settlement Class Counsel agree to hold Defendants harmless from any and all such liabilities, costs, and expenses of such dispute.

(g) Payment of any Settlement Class Counsel Attorney's Fees and Costs Award and Service Award shall be made from the Settlement Fund 14 days after the Effective Date (or, if the date falls on a weekend or holiday, the next business day).

**3.4. Releases and Waivers of Rights**.

(a) **Release by Releasing Parties**. Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Litigation pursuant to this Agreement, the Releasing Parties shall be deemed to have released, relinquished, and forever discharged each of the Released Parties from any and all Released Claims. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

(b) **Additional Releases and Representations By Settlement Class Representatives**. The Settlement Class Representatives represent and warrant that, as of the date of the execution of this Agreement, they are unaware of any additional Claims that they have against Defendants related to the Released Claims. In addition to the Releases provided in Section 3.4(a), the Settlement Class Representatives also agree to release Defendants from any and all Claims related to the Released Claims that they could have asserted against Defendants, regardless of whether the Settlement Class Representatives know of any such Claim.

(c) **Additional Representations By Settlement Class Counsel**. Settlement Class Counsel represent that, as of the date of the execution of this Agreement, they do not represent any client, including any resellers of VSL#3 Class Products, besides Settlement Class Representatives and the members of the certified classes in the Litigation, asserting claims against Defendants arising out of the marketing and sale of the VSL#3 Class Products, other than the relator in *United States ex rel. Claudio De Simone et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 23-cv-00700 (D. Md.) and Claudio De Simone and ExeGi Pharma, LLC in *ExeGi Pharma, LLC v. VSL Pharmaceuticals, Inc.*, Case No. 19-cv-02479 (D. Md.). Settlement Class Counsel further represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim, provided that they may represent any such Settlement Class Members who submit a request for exclusion and ask Settlement Class Counsel to represent them.

(d) **Releases Relating To Litigation Conduct**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to release each other from any and all Claims relating in any way to any Party or counsel's conduct in the Litigation, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Litigation. The list of Claims released by this Section 3.4(d) includes, but is not limited to, Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement, including without limitation in Section 3.3.

(e) **Intention to Effectuate Settlement**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to cooperate and take all reasonable steps necessary to effectuate this Agreement and the Settlement.

(f) **Waiver of Rights**. The Settlement Class Representatives and each Settlement Class Member each fully understand that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, Defendants, and Defendants' Counsel to be true and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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

and any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or it knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Final Approval Order, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.4(f) were separately bargained for and are a material element of this Agreement. The waivers in this Section 3.4(f) apply only to the Released Claims and not to any other claims.

(g) The scope of the Releases and Waivers in this Section 3.4 is a material term of this Settlement and Agreement.

## 4. CLASS SETTLEMENT AND NOTICE PROCEDURES.

**4.1. Preliminary Approval**. The Parties agree that, no later than March 31, 2026 (or at another date as permitted by the Court), the Settlement Class Representatives and Settlement Class Counsel shall submit this Settlement to the Court and file a motion asking the Court to conditionally certify the Settlement Class and enter the Preliminary Approval Order substantially in the form of Exhibit 1 hereto. For purposes of Settlement only, Defendants will not oppose the certification, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e), of the Settlement Class or entry of the Preliminary Approval Order.

**4.2. Settlement Class Notice**. Subject to Court approval, the Parties agree that as soon as practicable and no later than the Notice Date, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement consistent with the Notice Plan. The Notice Plan will include the Long-Form Notice, the Email Notice, the Mailed Notice, the Media Campaign, and the Settlement Website.

(a) <u>Direct Notice</u>. Class Counsel has obtained from the Retailers and Defendants Retail Transaction Records reflecting Settlement Class Members' purchases of VSL#3 Class Products during the Class Period, or commitments to produce such Retail Transaction Records to the Settlement Administrator. The Settlement Administrator will analyze Retail Transaction Records to identify individuals who are Settlement Class Members as defined in this Settlement Agreement and as certified by the Court in its order of January 28, 2025. The Settlement Administrator shall send via email the Email Notice to all Settlement Class Members for whom the Settlement Administrator has a valid email address and shall send via U.S. mail the Mailed Notice to all Settlement Class Members for whom the Settlement Administrator has a valid U.S. mailing address but no valid email address. Direct Notice will be sent on the Notice Date.

(b) Before the Notice Date, the Settlement Administrator shall employ its regular data processing and data cleaning procedures on the Retail Transaction Records. After posting of the Mailed 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 registry in an attempt to obtain better addresses for such returned mail notice, and should that registry show a more current address the Settlement Administrator shall send a new Mailed Notice to the more current address. The Settlement Administrator will promptly resend any Mailed Notice that is returned as undeliverable, with a forwarding U.S. mail or email address, to such forwarding address.

(c) Long-Form Notice. The Long-Form Notice shall be available on the Settlement Website in both downloadable PDF format and HTML format, and shall be available to be sent to Settlement Class Members by email or U.S. mail upon any Class Member's request. The Long-Form Notice shall be substantially in the form of Exhibit 4.

(d) Media Campaign**.** The Settlement Administrator shall implement the Media Campaign, including programmatic display advertising, social media advertising, search engine marketing, and a press release substantially in the form of Exhibit 7, as ordered by the Court.

(e) Settlement Website. The Settlement Administrator shall create and maintain the Settlement Website. The Settlement Website shall be activated no later than the Notice Date and shall remain active until at least one hundred and eighty (180) days after all Claims are paid from the Settlement Fund pursuant to Sections 3.2(e)(xi , xiv). The URL of the Settlement Website will be: "www.vsl3lawsuit.com." The Settlement Administrator shall post to the Settlement Website, and keep on the Settlement Website as long as the Settlement Website, the following documents as they become available:

a. the Long-Form Notice;

b. a copy of the Settlement Agreement and its exhibits;

c. the Preliminary Approval Motion;

d. the Preliminary Approval Order;

e. the operative complaint;

f. the Motion for Final Approval and Motion for Fee Award and Service Award;

g. the Final Approval Order;

h. the number for a toll-free hotline maintained by the Settlement Administrator for this Settlement;

i. Settlement-related deadlines;

j. contact information for Class Counsel including an address and telephone number;

k. both a downloadable and online versions of the Claim Form;

l. any other information or documents to which the Parties agree or which the Court orders.

(f) While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and Defendants' Counsel. The Settlement Administrator shall further permit Settlement Class Counsel and Defendants' Counsel to test the operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS).

(g) Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Long Form Notice and Claim Form, which the Settlement Administrator shall provide by first-class mail. The toll-free helpline shall remain active until at least 180 days after all monetary payments as described in Section 4.8 are distributed to eligible Settlement Class Members.

(h) Providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

**4.3.** The Settlement Administrator shall provide a declaration under penalty of perjury to the Court in connection with a motion for entry of the Preliminary Approval Order that the Notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Litigation and their rights thereunder. The Court may require changes to the Notice process without invalidating this Settlement, provided that the material terms of the Settlement, including the scope of the Release and the total financial obligations imposed on Defendants, are not altered by such changes.

**4.4. Requests for Exclusion**. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than 105 days after the entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; and (d) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. So-called "mass" or "class" opt-outs shall not be allowed. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and Defendants' Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court.

**4.5. Defendants' Right to Terminate Based on Exclusions**. If the number of persons validly requesting exclusion exceeds 300 then Defendants may, provided that each Defendant agrees after meeting and conferring in good faith with Settlement Class Counsel, elect to terminate and rescind this Agreement and void the Settlement. Defendants may exercise this right by notifying Settlement Class Counsel in writing within 20 days after receiving notice of the number of timely and valid exclusions from the Settlement Administrator. Defendants can exercise this right to terminate the Settlement pursuant to this section only if all three Defendants agree to do so. The Settlement shall remain in full force and effect for all Defendants unless all three Defendants give notice of their exercising their right to terminate and rescind this Agreement and void the Settlement pursuant to this Section. If the Settlement is terminated and rescinded, it shall be deemed void *ab initio*.

**4.6. Objections**. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.6. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall have voluntarily waived their right to pursue any independent remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than 105 days after the entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number: "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the proposed Settlement (the "**Objector**"); (c) include the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) st ate whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

**4.7. No Further Discovery**. The Parties have conducted extensive discovery in this and related matters, and as such, were fully informed of the issues in the Litigation in advance of the

January 7, 2026 mediation. The Settlement Class Representatives and Defendants represent and warrant that all of the information their counsel provided in discovery and in connection with the mediation and settlement negotiations is true and correct based on information reasonably available and to the best of their knowledge. Settlement Class Representatives and Settlement Class Counsel, and Defendants represent and warrant that they will not seek further discovery from each other. The Parties further agree that Defendants are not required to provide any additional discovery in connection with the process of obtaining preliminary or final approval of the Settlement, whether formal or informal, unless otherwise ordered by the Court. For the avoidance of doubt, this provision does not include any information that Defendants may provide to the Settlement Administrator to effectuate Notice.

**4.8. Finality of Settlement.** The Settlement shall become final and effective on the Effective Date.

**5. FINAL JUDGMENT AND RELEASES**.

**5.1. Approval of this Agreement**. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of preliminary and final approval orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval. Defendants may, but are not required to, submit a memorandum or evidence in support of preliminary or final approval. Defendants shall not be responsible for justifying to the Court the amount of any Settlement Class Counsel Attorneys' Fees and Costs Award, and Defendants shall have no obligation to provide or submit any materials or support of any kind to justify any such awards.

**5.2. Final Approval Order and Judgment**. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. No later than 30 days before the date of the Final Approval Hearing, the Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the Court's entry of the Final Approval Order. The Final Approval Order shall be substantially in the form attached hereto as Exhibit 2. Such motion shall include the total amount of Notice and Settlement Administration Costs the Settlement Administrator is seeking to be paid in connection with work performed or that will be performed pursuant to the Settlement Administrator's obligations under the Agreement. Defendants will not oppose the motion for final approval, unless to enforce their termination rights under Section 4.5 hereof, or to challenge the amount of any Settlement Class Counsel's Attorneys' Fees and Costs Award under Section 3.3(a). Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed 14 days before the Final Approval Hearing. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order shall be filed 7 days before the date of the Final Approval Hearing.

**5.3. Effect of Agreement if Settlement Is Not Approved**. This Agreement is entered into only for the purpose of Settlement. If certification of the Settlement Class, preliminary or final approval of the Settlement, or any other Order necessary to effectuate this Settlement does not occur, then this Settlement shall be void, shall have no force or effect, and shall impose no obligations on the Parties. Under such circumstances, this Agreement may not be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.3 is that, if a necessary approval is denied, the Parties will revert to their positions immediately prior to January 7, 2026, and the Litigation will resume without prejudice to any Party (*i.e.*, to their positions *ab initio*).

**5.4. Dismissal**. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims in the Litigation shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

**6. ADDITIONAL PROVISIONS**.

**6.1. No Admission of Liability or Wrongdoing**. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including Defendants, and shall not be offered or received in evidence or requested in discovery in the Litigation or any other litigation or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the Claims and contentions alleged by the Settlement Class Representatives in the Litigation. Defendants have asserted and continue to assert defenses thereto, and Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various Complaints in the Litigation.

**6.2. Termination**. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 3.4 or to impose greater financial or other material burdens on Defendants than those contemplated in this Agreement, then any Party shall have the option of withdrawing from this Agreement. If either (i) the Settlement Class Representatives or (ii) all Defendants withdraw from this Agreement, the Agreement shall be terminated. If at least one but not all Defendants withdraw from this Agreement, the Settlement Class Representatives shall have the option of either (i) terminating the Agreement as to all Defendants; or (ii) moving forward with the Settlement as to the Defendants which have not withdrawn from the Agreement.

**6.3. Publicity**. The Parties will cooperate with respect to any public statements, including, but not limited to, press releases, public announcements, interviews with members of the press and media, advertisements, statements in public forums of any kind, and any statements that could reasonably be considered for public consumption regarding this Settlement; provided, however, that the Settlement and Notice relating thereto may be disseminated in accordance with the Notice Plan. Subject to the foregoing, before making any such statement, the Parties will work together to draft the statement and will only issue the statement after receiving written consent from each Party. Notwithstanding anything contained in this Section 6.3, Settlement Class Counsel shall be permitted to disclose on their website the documents publicly filed in connection with the

Settlement, including any court orders relating to the Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this action) ba sed on the subject matter or the conduct of the Litigation.

**6.4. Fair, Adequate and Reasonable Settlement**. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Litigation and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a daylong mediation with the mediator Robert A. Meyer, Esq.

**6.5. Stay and Bar of Other Proceedings**. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Litigation, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

**6.6. Real Parties in Interest**. In executing this Agreement, Settlement Class Representatives represent and warrant that they are the only persons having any interest in any of the Claims they assert on their own behalf that are described or referred to herein, or in any of the pleadings, records, and papers in the Litigation, and, except as provided herein, neither their said Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**6.7. Voluntary Agreement**. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**6.8. Binding On Successors**. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**6.9. Parties Represented by Counsel**. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

**6.10. Authorization**. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**6.11. Construction and Interpretation**. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

**6.12. Headings**. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

**6.13. Exhibits**. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

**6.14. Effect of Weekends and Holidays**. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

**6.15. Merger and Integration**. This Agreement—including the Exhibits hereto and the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein, and supersedes, extinguishes, and replaces all previous agreements, discussions, and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

**6.16. Modifications and Amendments**. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

**6.17. Governing Law**. This Agreement is entered into in accordance with federal law and the laws of the State of Maryland and shall be governed by and interpreted in accordance with federal law and the laws of the State of Maryland, without regard to any conflicts of laws principles.

**6.18. Further Assurances**. All of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**6.19. Execution Date**. This Agreement shall be deemed executed on March 31, 2026.

**6.20. Continuing Jurisdiction**. The Parties shall ask the Court to retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

**6.21. Counterparts**. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

**6.22. Notice**. Any notice required or permitted to be given in connection with this Agreement shall be served in the Litigation in accordance with applicable law. If not served by email, a copy shall be sent by email to all opposing counsel of record at their respective email addresses of record.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

**For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:**

By: s/ DocuSigned by: l starr DocuSigned by: david starr 387A7403E342498... '403E342498... 3/30/2026 Date
David Star
Settlement

By: s Signed by: Bernadette Mavrikos 19A61085AA00440... 3/30/2026 Date
Settlement Class Representative

By: s/ Signed by: Edmund Quiambao 3BF5E35AE7F84A4... 3/30/2026 Date
Edi
Settlement Class Representative

By: s/ DocuSigned by: D6ACBC5DAA94404... Date
James Tettenhorst
Settlement Class Representative

By: s/ DocuSigned by: 45DB3D0FFC8D4A6... 3/30/2026 Date
Je
Settlement Class Representative

By: s/ DocuSigned by: Kristen Kao BB4D6AB503924EE... 3/30/2026 Date
Kr
Se ative

By: s/ Signed by: Arlene Reed-Cossairt 4BA59F307D5447A... 3/30/2026 Date
A
Settlement Class Representative

By: s/ Signed by: Peter J. Stavros 4A1A009DC0EF426... Date
P
Settlement Class Representative

By: s/ DocuSigned by: Heather Farkas 1BE9D2A6765B489... 3/30/2026 Date
H
Settlement Class Representative

Signed by:

By: s/______________________ 3/31/2026

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Jeremy Schulman
Hughes Hubbard & Reed LLP
Counsel for Plaintiffs and the Settlement Class

Date

DocuSigned by:

By: s/ Ed Haber ______________________

Edward F. Haber
Shapiro Haber & Urmy LLP
Counsel for Plaintiffs and the Settlement Class

Date

**For Alfasigma:**

Signed by:

By: Tracey McCord ______________________________ March 31, 2026 ______________________________

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Tracey McCord
Authorized Signatory
On behalf of Alfasigma USA, Inc.

Date

Signed by:

By: ______________________________ March 31, 2026 ______________________________

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Andrew Soukup
Covington & Burling LLP
Counsel for Alfasigma USA, Inc.

Date

**For Leadiant:**

By: ______________________________ 3/30/2026
Giuseppe Izzi Date
Chief Executive Officer
On behalf of Leadiant Biosciences, Inc.

By: ______________________________ 3/30/2026
John Beisner Date
Skadden Arps Slate Meagher and Flom LLP
Counsel for Leadiant Biosciences, Inc.

**For VSL:**

By: Firmato da:
84D19F813E5E488... ______________________ 3/31/2026 | 2:49:06 AM PDT
Luca Guarna
President and CEO
On behalf of VSL Pharmaceuticals, Inc.

Date

By: DocuSigned by:
Turner Broughton
B3401262BD22489... ______________________ 3/30/2026 | 12:50:40 PM PDT
Turner Broughton
Williams Mullen
Counsel for VSL Pharmaceuticals, Inc.

Date