CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Agreement," "Settlement," or "Settlement Agreement") is entered into by and among Plaintiffs Jeremiah Ballew ("Ballew") and Eleni Honderich ("Honderich") (collectively "Plaintiffs"), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Huuuge, Inc. ("Defendant"). (Plaintiffs and Defendant are collectively referred to as the "Parties"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

RECITALS

A. On June 2, 2023, Plaintiffs filed a putative class action complaint against Defendant in the United States District Court for the Central District of California, Case No. 2:23-cv-04324-GW (AGRx) (the "Action"). Plaintiffs allege that Defendant's Applications (as defined below) engage in false and deceptive advertising and fall within the definition of an illegal gambling game under California law, setting forth claims for violations of California's Unfair Competition Law ("UCL"), False Advertising Law ("FAL"), Consumer Legal Remedies Act ("CLRA"), Illinois Consumer Fraud and Deceptive Business Practices Act, Fraud, Negligent Misrepresentation and Unjust Enrichment based on uses of virtual items and purchases within Defendant's Applications (as defined below) by Plaintiffs and the Settlement Class.

B. In July 2023, the Parties agreed to engage the Honorable Margaret Morrow to facilitate a mediation in the Action.

C. Class Counsel conducted a thorough investigation into the facts of this Action, including receiving and propounding informal discovery requests in advance of mediation to which Defendant responded, conducting a review of the relevant documents and evidence, interviewing class representatives and other class members, and diligently pursuing an investigation of the class's claims against Defendant.

D. Prior to mediation, Defendant provided Class Counsel information regarding Defendant's sales and revenues for Defendant's Applications, including available data for California and Illinois sales, data regarding the rate of acceptance of Defendant's Terms of Service for Defendant's Applications, information regarding Defendant's historic advertising practices and information regarding changes made to Defendant's Applications over the relevant time period relevant to Plaintiffs' claims in the Action. The Parties also exchanged detailed mediation briefs detailing their respective legal and factual contentions with respect to Plaintiffs' claims.

E. The Parties engaged in a full-day mediation on October 17, 2023 with the Honorable Margaret Morrow. Thereafter, the Parties engaged in nearly two-months of additional negotiations and exchange of information, after which the Parties agreed to a settlement in principle.

F. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against Defendant, and the potential defenses available.

G. Plaintiffs believe that their claims have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal claims and defenses that present a risk that Plaintiffs may not prevail on their claims, that Plaintiffs' claims might be compelled to arbitration proceedings, that Plaintiffs may not be able to recover damages for their claims and/or that the putative classes might not be certified. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

H. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class Members to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement.

I. Defendant has at all times denied—and continues to deny on behalf of itself and each Released Party (as defined below) —all allegations of wrongdoing and liability and all material allegations in the Actions. Specifically, Defendant denies that the Applications constitute or constituted illegal gambling or are otherwise illegal, that any aspect of the Applications' operation constituted unfair business practices, or that Defendant or any Released Party engaged in any inappropriate advertising or otherwise violated any laws whatsoever. Defendant is prepared to continue its vigorous defense. Even so, taking into account the uncertainty and risks inherent in the Action, motions to dismiss, class certification, summary judgment, and trial, Defendant has concluded that continuing to defend the Action would be burdensome and expensive. Defendant has further concluded that it is desirable to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY AGREED by and among Plaintiffs, the Settlement Class, and Defendant that, subject to the Court's final approval after a hearing as provided for in this Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be resolved through a final judgment, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1 "**Action**" means the case captioned Jeremiah Ballew and Eleni Honderich v. Huuuge, Inc., Case No. 2:23-cv-04324-GW (AGRx), pending in the United States District Court for the Central District of California.

1.2 "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Class Action Settlement Agreement.

1.3 "**Applications**" means Huuuge Casino and Billionaire Casino.

1.4 "**Class Counsel**" means Andrew Ryan of The Ryan Law Group.

1.5 "**Class Representatives**" means Plaintiffs Jeremiah Ballew and Eleni Honderich.

1.6 "**Class Representative Released Claims**" means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, whether based on violations of California, Illinois, or other federal, state, local, statutory, or common law or any other law, including the law of any jurisdiction outside the United States, by the Class Representatives or either of them against any Released Party and that in whole or in part arise out of or relate to facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act whatsoever occurring prior to the date the Class Representatives sign this Agreement. The Class Representative Released Claims include any claims that either Class Representative does not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties. With respect to the Class Representative Released Claims, the Class Representatives shall be deemed to have, and shall have,

expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Class Representatives also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Class Representatives acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true but that it is their intention to finally and forever settle and release the Class Representative Released Claims, notwithstanding any unknown claims they may have.

1.7 "**Court**" means the United Stated District Court for the Central District of California, the Honorable George Wu presiding, or any Judge who shall succeed him as the Judge assigned to the Action.

1.8 "**Defendant**" means Huuuge, Inc., the defendant in the Action.

1.9 "**Defendant's Counsel**" means Mitchell Silberberg & Knupp LLP.

1.10 "**Effective Date**" means the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment, if no appeal is timely filed; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the

expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

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

1.12 "**Final Approval Hearing**" means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, approving the Notice to the Settlement Class, and approving any Fee Award and the incentive awards to the Class Representatives.

1.13 "**Final Judgment**" means the final judgment and order to be entered by the Court after the Final Approval Hearing finally approving the Agreement and the Settlement, without material change, as fair, reasonable, and adequate, approving the Notice to the Settlement Class, and approving any Fee Award and the incentive awards to the Class Representatives. The Parties shall cooperate in preparing a mutually agreeable proposed Final Judgment consistent with this Agreement.

1.14 "**Notice**" means the notice of this Settlement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement and approved by the Court, consistent with the requirements of Due Process and Rule 23. The Parties shall cooperate in preparing a mutually agreeable form of Notice consistent with this Agreement.

1.15 "**Notice Date**" means the date upon which the Notice process set forth in Section 4 is complete. The Notice Date shall be set with enough time to obtain the Settlement Class information provided through the subpoena process described in Section 4 and to give the Claims Administrator 30 days after delivery of that information to complete the Notice process.

1.16 "**Objection/Exclusion Deadline**" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class

must be postmarked and/or filed with the Court, which shall be designated as fifty-six (56) days following the completion of the Notice process set forth in Section 4.

1.17 "**Person**" means an individual, limited or general partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, governmental agency, or any other entity or organization of any kind.

1.18 "**Plaintiffs**" means Jeremiah Ballew and Eleni Honderich, the plaintiffs in the Action.

1.19 "**Preliminary Approval**" means the order preliminarily approving the Settlement, preliminarily certifying the Settlement Class for settlement purposes, preliminarily appointing Class Counsel and the Class Representatives, and approving the form and manner of the Notice and Notice process. The Parties shall cooperate in preparing a mutually agreeable for of Preliminary Approval order consistent with this Agreement.

1.20 "**Qualifying Purchase**" means any purchase of any virtual items or other services or benefits from one or more of the Applications or any other payment made through one or more of the Applications.

1.21 "**Released Claims**" means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, expenses, costs, attorneys' fees and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, that in any manner relate to, arise out of, or concern the allegations in the Action, including claims that: (i) in any manner relate to, arise out of, or concern any alleged false advertising, misrepresentations or omissions in or about the Applications (including without limitation the use in or for the Applications of strikethrough pricing or any other form of comparative or sales advertising); and (ii) in any manner relate to, arise out of, or concern any alleged claim that the Applications violate laws concerning illegal gambling, controlled games, slot machines or lotteries under California or Illinois law or that virtual chips or other virtual items

in the Applications are "things of value" under California or Illinois law. For the avoidance of doubt, this release includes: (1) claims based on violations of California, Illinois, or other federal, state, local, statutory, or common law or any other law, including the law of any jurisdiction outside the United States; (2) claims potentially subject to arbitration agreements; and (3) claims for amounts spent on in-Application purchases that are attributable to Platform Provider fees. Notwithstanding the foregoing, this release excludes claims that the Applications are illegal gambling under state laws other than California or Illinois and is limited to claims arising out of facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act which precede Preliminary Approval.

1.22 "**Released Parties**" means: (a) Defendant and each and all past or present partners, parents, joint venturers, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of Defendant, included but not limited to Huuuge Global Limited, Huuuge Publishing Limited, Huuuge Block Limited, Billionaire Games Limited, Huuuge Games Sp. z o.o., Huuuge Digital Ltd., Playable Platform B.V., Double Star Oy, and Huuuge UK Ltd.; (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other Persons which have been or could be alleged to be in any manner responsible (whether on an alter ego, aiding and abetting, conspiracy or any other theory) or liable for any alleged violations described in the Released Claims; and (d) all past or present employees, agents, representatives, consultants, independent contractors, service providers, vendors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, and investment advisors of any of the Persons described in subparagraphs (a) to (c).

1.23 "**Releasing Parties**" means Plaintiffs and other Settlement Class Members and their respective past, present, and future heirs, children, spouses, beneficiaries, conservators, executors, estates, administrators, assigns, subrogees, agents, consultants, independent contractors, insurers,

attorneys, accountants, financial and other advisors, investment bankers, underwriters, and lenders, and any other representatives of any of these Persons.

1.24 "**Settlement Administration Expenses**" means the expenses incurred by the Settlement Administrator in providing Notice, responding to inquiries from members of the Settlement Class, and related services to be performed by it under this Agreement.

1.25 "**Settlement Administrator**" means Angeion Group, subject to approval of the Court, which will administer certain aspects of the Notice and Settlement Website as set forth in this Agreement, or such other Settlement Administrator as the Parties may agree.

1.26 "**Settlement Class**" means all Persons who or which made any Qualifying Purchases in the United States or any of its territories on or before Preliminary Approval of the Settlement and who or which also meet any one of the following criteria:

(1) If they made Qualifying Purchases from an IP address based in any state or United States territory where the longest statute of limitations for any of the Released Claims is three (3) years or less, made the Qualifying Purchase on or before June 2, 2020;

(2) If they made Qualifying Purchases from an IP address based in any state or United States territory where the longest statute of limitations for any of the Released Claims is four years, made the Qualifying Purchase on or before June 2, 2019; or

(3) If they made Qualifying Purchases from an IP address based in any state or United States territory where the longest statute of limitations for any of the Released Claims is longer than four years, made the Qualifying Purchase on or before June 2, 2017.

(4) Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or

former officers, directors, and employees, (3) Persons who or which properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors, or assigns of any such excluded Persons.

1.27 "**Settlement Class Member**" means any Person who or which falls within the definition of the Settlement Class and who or which does not submit a valid request for exclusion from the Settlement Class.

1.28 "**Settlement Website**" means the website to be created, launched, and maintained by the Settlement Administrator which shall provide access to relevant case documents including the Notice, information about the submission of exclusions and other relevant documents. The Settlement Website shall remain accessible until at least thirty (30) days after the Effective Date.

1.29 "**Unknown Claims**" means claims that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement, or seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of

the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

1.30 "**Virtual Diamonds**" means the digital items known as diamonds that are electronically presented, sold and distributed within the Applications.

1.31 "**Lite Mode**" means the section of the Applications in which players who or which run out of sufficient virtual chips to continue to play other games in the Applications can continue playing without needing to purchase additional virtual chips.

2. SETTLEMENT TERMS

2.1 **Award to the Class**. Each Settlement Class Member who or which does not timely and properly opt out consistent with the terms of Section 4, shall automatically receive at least 375 Virtual Diamonds to be distributed to a player identification number for that Person in one of the Applications or split in some manner between the Applications, in Defendant's sole discretion. For the avoidance of doubt, each Settlement Class Member who or which does not timely and properly opt out, will receive at least a total of 375 Virtual Diamonds counting all Virtual Diamonds distributed to that Settlement Class Member in either of the Applications. However, the Parties recognize that the same Person in the Settlement Class may have more than one player identification number in the Applications. The Parties agree that, at its sole option and expense, Defendant may elect to engage in a process, using the information to be subpoenaed under Section 4 of this Agreement, to identify where the same Person in the Settlement Class has more than one player identification number in the Applications. Defendant may then at its sole option allocate Virtual Diamonds only once to that Person, regardless of the number of player identification numbers that Person may have in the Applications, or at its sole option may limit the number of player identification numbers for that Person to which Virtual Diamonds are distributed. Defendant

shall have no obligation to engage in this deduplication process. However, if Defendant selects this deduplication option, the Parties will agree on a reasonable deduplication process and submit any disputes about the process to final, binding and non-appealable resolution by the Settlement Administrator. If Defendant does not elect to engage in this process, Defendant will distribute 375 Virtual Diamonds for each player identification number other than those identified with a Settlement Class Member who has timely and properly opted out, even if that means that any particular such Settlement Class Member may receive more than one distribution of 375 Virtual Diamonds. Defendant agrees however that if the aggregate Virtual Diamonds to be distributed under this Section to Settlement Members is less than Four Hundred Twelve Million Five Hundred Thousand (412,500,000.00) Virtual Diamonds, Defendant will increase the number of Virtual Diamonds distributed to each player identification number so that it distributes at least that number of Virtual Diamonds to Settlement Class Members in the aggregate. In all cases, Defendant may distribute all the Virtual Diamonds for any player identification number in one of the Applications or split the distribution in some manner between the Applications, in its sole discretion.

2.1.1 Characteristics of the Virtual Diamonds

(a) Not Currency. It is understood among the Parties that virtual items in the Applications, including Virtual Diamonds, are not currency and are not redeemable for money or monetary value from Defendant or any other Person. Virtual items in the Applications do not have an equivalent value in real currency and do not act as a substitute for real currency. Neither Defendant nor any other Person has any obligation to exchange virtual items for anything of value, including, but not limited to, real currency. Defendant may engage in actions that may impact the perceived value or purchase price of Virtual Diamonds at any time. Virtual Diamonds are not transferrable.

(b) Value. Presently, for illustrative purposes only, 500 Virtual Diamonds in the Applications are sold for $7.99. The Virtual Diamonds may be used to acquire and send virtual "gifts" to other players. Virtual Diamonds may also be used to unlock games within the Applications.

(c) No Expiration Date and No Reversion to Defendant. The Virtual Diamonds do not have an expiration date. Defendant shall not cancel the Virtual Diamonds or revert the Virtual Diamonds back to Defendant.

(d) No Restrictions on Use. The Virtual Diamonds received under the Settlement Agreement shall equally be usable as other Virtual Diamonds in the Applications with no additional restrictions on use and no fees associated with the use or non-use of such Virtual Diamonds.

2.2 **Distribution**. Each Settlement Class Member who or which does not elect to opt out shall automatically receive the Virtual Diamonds from Defendant in one or both of the Applications, with no requirement for a claim to be submitted.

2.3 **Prospective Measures**. Defendant shall take the following steps in connection with this Settlement within ninety (90) days after an order granting Preliminary Approval:

2.3.1 Defendant presently provides within the "FAQ" section of its Applications internet links to resources relating to video game behavior disorders and Defendant's self-exclusion policy. Defendant agrees to move these links to the "Terms, Policy & Consent" section of the Applications.

2.3.2 Defendant will change the mechanics of the Applications to provide a notice to players who are playing in Lite Mode when their next free virtual chips bonus becomes available.

2.3.3 Defendant will change the mechanics for the Applications to provide notice to players who do not have sufficient virtual chips to access or continue playing the game they are attempting to access or play, that the player may access a lower stakes game for which the player has sufficient chips to continue playing (if applicable) or may access Lite Mode, at the same time or before presenting the player with any prompt or notice to purchase additional virtual chips.

2.3.4 Defendant will increase the number of games available in Lite Mode from one to four (4). The additional games that players will be able to continue to play in Lite Mode shall be of similar type, quality and experience as other games within the Applications.

2.3.5 Defendant will change the store in the Applications to offer for sale virtual items on an individual basis at their respective base price. Defendant may additionally offer bundles of virtual items at sale prices. Base prices and sale offers may be changed from time-to-time.

2.3.6 Defendant will change the store in the Applications to remove any countdown timer for offered sales.

2.4 **Incentive Awards to Class Representatives**. The Parties acknowledge that the Class Representatives must move the Court for approval of any incentive award (the "Incentive Awards") in recognition of their efforts and activities in furtherance of both the Action and this Agreement and also in recognition and consideration of their general release. Each Class Representative agrees he or she will not seek an Incentive Award of greater than $5,000.00. Defendant agrees not to oppose a request by Class Representatives for such Incentive Awards. Class Representatives further agree that, in any event, Defendant will not be obligated to pay any Incentive Award in excess of $5,000.00 for each Class Representative. If approved by the Court, Incentive Awards shall be payable to the Class Representatives by Defendant within fourteen (14) calendar days after all of the following events have occurred: (a) the Effective Date, and (b) each of the Class Representatives have provided Defendant's Counsel with a Form W-9 and payment instructions. No interest shall be paid on the Incentive Awards. The Parties represent that their negotiation of and agreement to the compensation paid to the Class Representatives, subject to the Court's approval, did not occur until after the substantive terms of this Agreement had been negotiated and agreed to in principle. As additional consideration for their receipt of the Incentive Awards, each of the Class Representatives releases the Class Representative Released Claims.

2.5 **Settlement Administrator Expenses and Attorneys' Fees and Costs**. The Parties acknowledge that there will be certain Settlement Administrator Expenses associated with the Settlement, including the cost of providing notice to the Class and administering the terms set forth in this Agreement related to the distribution of compensation to Settlement Class Members and managing opt-out requests and objections consistent with this Agreement.

2.5.1 Settlement Administrator Expenses. The Parties agree that Defendant shall pay all costs associated with the Settlement Administrator within time deadlines agreed with the Settlement Administrator. The Parties estimate that Settlement Administrator expenses will be no more than Two Hundred Fifty Thousand Dollars ($250,000.00). Class Counsel will ensure that the Settlement Administrator has supplied Defendant with its Form W-9 prior to the date payment is due. Payments to the Settlement Administrator shall be made by wire to the bank account identified by the Settlement Administrator. The Parties retain the right to audit and review the Settlement Administrator Expenses. In the event that the Effective Date does not occur, any amounts actually used by the Settlement Administrator for notice and administration shall not be refundable to Defendant and shall remain the responsibility of Defendant. If Defendant has paid for Settlement Administrator Expenses that the Settlement Administrator has not used or incurred, any such amounts shall be refunded to Defendant.

2.5.2 Attorneys' Fees and Costs. The Parties agree that Class Counsel and any other attorney, law firm, expert, vendor, or other third party associated with Class Counsel shall seek an award of no more than $1,440,000.00, in the aggregate, for fees and costs. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs in an amount that does not exceed $1,440,000.00. If the Court approves this Agreement and an award of attorneys' fees and costs to Class Counsel, Defendant agrees to pay the attorneys' fees and costs approved by the Court to Class Counsel upon the occurrence of all of the following: (a) the Effective Date, and (b) Class Counsel's delivery to Defendant of a Form W-9 for The Ryan Law Group. Any such payment shall be made within fourteen (14) calendar days of the occurrence of the later of these events; such payment shall be made in one lump sum to the law firm of The Ryan Law Group and shall be wired to a bank account identified by Class Counsel or as otherwise instructed by Class Counsel. No interest shall be paid on the attorneys' fees and costs award. The Parties represent that the amount of the attorneys' fees and costs to be requested by Class Counsel was negotiated at arm's-length, and only after agreement was reached on all substantive terms of the Settlement. The Parties agree that Defendant shall in no event be obligated to pay more than $1,440,000.00, in total, towards

attorneys' fees and costs, which does not include the Settlement Administrator Expenses referenced in Section 2.4(a) above. Subject to approval by the Court, Class Counsel shall have control over and responsibility to distribute any payment of fees and costs to any other attorney, law firm, expert, vendor, or other third party associated with Class Counsel that may claim entitlement to fees and costs under this Settlement or as a result of the Action. Except as provided in this subparagraph, the Plaintiffs, Defendant, and Settlement Class shall bear all their own costs and attorneys' fees in any manner arising or resulting from the Action or the allegations in the Action.

2.6 No Reversion in Class Counsel's Attorneys' Fees and Costs or Class Representative Incentive Awards. The Parties agree that if the Court approves a Fee Award which is less than $1,440,000.00, the difference between the amount awarded by the Court and $1,440,000.00 will not revert back to Defendant, but shall instead be donated to a *cy pres* recipient organization, which would benefit the class or be specifically germane to the issues in the case. Plaintiffs propose that the funds be donated to the National Consumer Law Center (NCLC). If the Court finds that such organization should not receive the funds because it would not be beneficial to the Settlement Class or would not be specifically germane to the issues in the Action, the Parties agree that said funds be donated to an organization independently chosen by the Court. The Parties also agree that if the Court awards less than $5,000,00 to any Class Representative as an Incentive Award, the difference between the amount awarded by the Court and $5,000.00 shall be donated to a charity in accordance with the provisions above.

3. RELEASES

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Class Representative Released Claims and Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

3.3 Upon the Effective Date, the Class Representatives shall fully, finally, and forever release, relinquish, and discharge the Class Representative Released Claims against the Released Parties, and each of them.

3.4 Upon the Effective Date, the Released Parties, and each of them, shall by operation of the Final Judgment have fully, finally, and forever released, relinquished, and discharged all claims against Plaintiffs, the Settlement Class, and Class Counsel that arise out of or relate to the commencement, prosecution, settlement, or resolution of the Action, except for claims to enforce the terms of the Settlement.

3.5 These Releasing Parties' release of the Released Claims shall be binding and effective whether or not Settlement Class Members choose to use the Virtual Diamonds to be distributed to them under this Settlement.

4. NOTICE

4.1 **Forms of Notice**. The forms of Notice shall consist of the following:

4.1.1 Direct Notice. Within thirty (30) days of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator and Class Counsel with a list of player identification numbers it has on file belonging to the Settlement Class Members. Defendant and Plaintiffs agree that all class information shall be treated as highly confidential proprietary information, and that the contents of the list shall not be shared with third parties other than the Settlement Administrator and that the Settlement Administrator and its agents, affiliates and/or subcontractor (if any) shall be required to strictly preserve the confidentiality of the list. Defendant shall use this information to subpoena the platforms from which the Applications are available for distribution. The subpoenas shall seek the names, phone numbers, email addresses, and physical addresses for the player identification numbers for the Applications. Within 30 days after the Settlement Administrator receives the information to be subpoenaed by Defendant, the Settlement Administrator will send the Notice by email to the addresses identified from the information subpoenaed. For any emails returned from those addresses, the Settlement Administrator will attempt to update the email addresses and resend the Notice to any updated email addresses.

4.1.2 Online Media Campaign. Within thirty (30) days of the Preliminary Approval Order, the Settlement Administrator will design and implement a targeted online media campaign to provide notice to the Settlement Class Members. The Settlement Administrator may consult with the Parties regarding this process.

4.1.3 Settlement Website. The Settlement Administrator will post the Notice on an Internet website ("Internet Posting") specifically created for the Settlement. The Internet Posting will also contain the operative Complaint for the Action, the Settlement Agreement, and the Preliminary Approval Order. The Internet Posting shall be operative starting on or before twenty-one (21) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Effective Date.

4.1.4 CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorneys General of each U.S. State or territory in which Settlement Class Members are believed to reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

4.1.5 The Settlement Administrator shall also publish the Notice for four consecutive weeks in the California and Illinois editions of the USA Today.

4.1.6 Contact from Class Counsel. Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class members may have about the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement or its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Settlement Class Member making the objection files notice of an intention to do so and at the same time files

copies of such papers he or she proposes to be submitted at the Final Approval Hearing. An unrepresented Settlement Class Member may submit such papers to the Clerk of the Court or through the Court's CM/ECF system. A Settlement Class Member represented by counsel must timely file any objection through the Court's CM/ECF system.

4.3 **Right to Object or Comment**. Any Settlement Class Member who or which intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) full name and any player identification number(s), (ii) any email address(es) associated with use of the Applications, (iii) current contact telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission). All written objections must be filed with or otherwise received by the Court, and e-mailed or delivered to Class Counsel and Defendant's Counsel, no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file or submit a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.4 **Right to Request Exclusion**. Any Settlement Class Member may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the

right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator that (i) provides his/her name, (ii) identifies the Action, (iii) states the individual's player identification number(s) and email addresses associated with use of the Applications, (iv) states the individual's current contact telephone number, U.S. Mail address, and email address, (v) is physically signed by the Person seeking exclusion, and (vi) contains a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not received within the time specified, shall be invalid and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved by the Court. Any Person who or which timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

4.5 **Proof of Notice**. No later than thirty (30) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Judgment, the Settlement Administrator and Defendant will serve upon Class Counsel a declaration confirming that notice to the Settlement Class has been provided in accordance with this Agreement and shall identify the total number of Settlement Class Members that have not opted out and the total number of Virtual Diamonds that will be distributed to Settlement Class Members. Class Counsel will file such declaration with the Court.

5. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

5.1 **Cooperation to Obtain Court Approval**. The Parties will individually and jointly take all reasonable steps necessary to secure the Court's approval of this Agreement as provided in this Section.

5.2 **Preliminary Approval and Provisional Class Certification**. Plaintiffs shall file their motion for preliminary approval as soon as reasonably possible and no later than the deadline set by the Court. The motion shall request that the Court:

5.2.1 preliminarily approve this Agreement as fair, adequate, and reasonable;

5.2.2 approve the form, manner, and content of the Notice described in Section 4 of this Agreement;

5.2.3 set deadlines for the filing of objections to, and exclusions from, the Settlement, for the filing of a motion for final approval of the Settlement and for fees and costs and Incentive Awards for the Class Representatives, and to schedule the date of the Final Approval Hearing consistent with the Notice described in Section 4 of this Agreement;

5.2.4 provisionally certify the Class under Federal Rule of Civil Procedure 23 for Settlement purposes only;

5.2.5 stay all proceedings in the Action until the Court renders a final decision on approval of the Agreement and sets a briefing schedule for the papers in support of the Final Judgment;

5.2.6 conditionally appoint Plaintiffs as the Class Representatives for Settlement purposes only;

5.2.7 conditionally appoint the law firm of The Ryan Law Group as Class Counsel for Settlement purposes only; and

5.2.8 enter the Preliminary Approval order. Defendant shall not oppose the motion for preliminary approval, but shall be permitted, although not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval Order.

5.3 **Final Judgment**. At least thirty-five (35) days before the Final Approval Hearing or as otherwise ordered by the Court, Plaintiffs must apply to the Court for entry of the Final Judgment. Class Counsel shall draft the motion papers, and Defendant's Counsel will not oppose the motion. Defendant shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Judgment.

5.4 **Judgment and Enforcement**. The Parties agree that if the Court grants final approval of the proposed Agreement and enters the Final Judgment, the Final Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

6. TERMINATION OF THE AGREEMENT.

6.1 **Right to Terminate Agreement for Either Party**. Either Party has the right to terminate and withdraw from this Agreement if the Court or any reviewing court makes any order materially inconsistent with the terms of this Agreement or fails to preliminarily or finally approve this Settlement without material change. For all purposes of this Agreement, it shall be considered a material change if the Court or any reviewing court requires that Settlement Class Members receive other in-game benefits besides Virtual Diamonds or more Virtual Diamonds than provided under this Agreement. However, in that event, Defendant shall at its sole option have the right but not the obligation to substitute other in-game items or benefits having the same or greater value and acceptable to the Court. However, if Defendant chooses not to make such a substitution, the failure of the Court or any reviewing court to approve Virtual Diamonds or the number of Virtual Diamonds to be distributed, will be a material change. It will not be a material change if the Court or any reviewing court reduces Class Counsel's Fee Award or the Class Representatives' Incentive Awards. Except as stated above, materiality shall be decided by the Court upon the Parties' right to submit briefing on the issue with a limit of no more than ten (10) pages per side. Class Counsel retain their right to appeal any decision by the Court regarding the Fee Award or Incentive Awards.

6.2 **Defendant's Right to Terminate for Opt-Outs.** Defendant has the exclusive option, but not the obligation, to terminate this Agreement if more than 1,000 Settlement Class Members elect to opt out from the Settlement.

6.3 **Effect of Settlement if Agreement is Not Approved or is Terminated**. This Agreement was entered into only for the purpose of Settlement of the Action. In the event that this Agreement is Terminated by either Party, the Court conditions its entry of either the Preliminary Approval order or the Final Judgment on any material modifications of this Agreement that are not

acceptable to all Parties, if the Court does not approve this Agreement or enter the Final Judgment without material change, or if the Effective Date does not occur for any reason, then this Agreement shall be deemed null and void ab initio and the Parties shall be deemed restored to their respective positions status quo ante, as if this Agreement was never executed. In that event: (a) the Preliminary Approval order and all of its provisions will be vacated by its own terms; (b) the Action will revert to the status that existed before the Plaintiffs filed their motion for Preliminary Approval; and (c) no term or draft of this Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve this Agreement or enter the Final Judgment for any reason, or if the Effective Date does not occur for any reason, Plaintiffs shall retain all their rights to prosecute the Action as a class action and Defendant shall retain all its rights to object to the maintenance of the Action as a class action, and nothing in this Agreement or other papers or proceedings related to this Agreement shall be used as evidence or argument by any Party concerning whether the Action or any other proceeding may properly be maintained as a class action or as evidence or argument by any Party about bases for liability or defenses to liability; provided however, that Defendant will nonetheless bear any Settlement Administration Expenses in accordance with Section 2.5.1.

7. ADDITIONAL PROVISIONS.

7.1 **Court Approval**. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be modified by the Court, subject to notice requirements to the Settlement Class that the Court may impose.

7.2 **Fair, Adequate, and Reasonable Agreement**. The Parties agree this Agreement and Settlement reflected herein is fair, adequate, and reasonable and this Agreement was the result of extensive informed, intense, non-collusive, and arms-length negotiations, taking into account all relevant factors, present and potential.

7.3 **Real Parties in Interest**. In executing this Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein nor any part thereof have been assigned, granted, or transferred in any way to any other Person.

7.4 **Voluntary Agreement**. This Agreement is being executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other Person.

7.5 **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.

7.6 **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.

7.7 **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 and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

7.8 **Entire Agreement**. This Agreement, and the exhibits thereto, contain(s) the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

7.9 **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. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

7.10 **Headings and Formatting of Definitions**. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or scope of this Agreement.

7.11 **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 or their counsel.

7.12 **Governing Law**. This Agreement is entered into in accordance with the laws of the State of California, and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

7.13 **Agreement Constitutes a Complete Defense**. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

7.14 **Cooperation of the Parties**. The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions contained herein and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. Specifically, the Parties agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the Settlement described herein. Further, the Parties will comply in good faith with the terms and conditions of this Agreement. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

7.15 **Severability**. If any provision of this Agreement shall be finally determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each

other provision of this Agreement shall remain in full force and effect; provided that any invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable and provided that no such severability shall be effective if it causes a material detriment to any Party.

7.16 **Execution Date**. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

7.17 **Continuing Jurisdiction**. The Court shall retain jurisdiction over the interpretation, effectuation, implementation, and enforcement of this Agreement.

7.18 **Counterparts/Electronic Signatures**. 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. Signatures to the Agreement may be executed by facsimile or in other electronic format (including, without limitation, through a "pdf", "tif" or "jpg") or by other electronic signatures (including, without limitation, by DocuSign), and such electronic signatures shall be as valid as hard copy signatures. Photocopies of executed copies of this Agreement may be treated as originals.

7.19 **Recitals**. The Recitals are incorporated by this reference, and are part of this Agreement.

7.20 **Inadmissibility**. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to it are inadmissible as evidence of any liability or wrongdoing or of any factual or legal admissions whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Judgment.

7.21 **No Tax Advice**. Nothing in this Settlement or the negotiation of its terms constitutes tax advice by Plaintiffs or Class Counsel or by Defendant or Defendant's Counsel. All Parties are

responsible to pay the taxes they would owe under the respective tax laws. For example, each Plaintiff and Settlement Class Member is solely responsible for any taxes, if any, on that particular Plaintiff's or Settlement Class Member's recovery under this Settlement.

7.22 **Notices**. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and e-mailed, delivered personally, or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

AGREED AND ACCEPTED:

Dated: 1/23/2024 Jeremiah Ballew

Dated: _____ _____
ELENI HONDERICH

Dated: _____ _____
HUUUGE, INC.
By:
Its:

APPROVED AS TO FORM:

THE RYAN LAW GROUP

Dated: _____ By: _____
Andrew Ryan
Counsel for Plaintiffs Jeremiah Ballew and Eleni Honderich

MITCHELL SILBERBERG & KNUPP LLP

Dated: _____ By: _____
Kevin E. Gaut
Counsel for Defendant Huuuge, Inc.

responsible to pay the taxes they would owe under the respective tax laws. For example, each Plaintiff and Settlement Class Member is solely responsible for any taxes, if any, on that particular Plaintiff's or Settlement Class Member's recovery under this Settlement.

7.22 **Notices**. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and e-mailed, delivered personally, or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

AGREED AND ACCEPTED:

Dated:_____

_____
JEREMIAH BALLEW

Dated: 12/13/2023

_____
ELENI HONDERICH

Dated:_____

_____
HUUUGE, INC.
By:
Its:

APPROVED AS TO FORM:

THE RYAN LAW GROUP

Dated:_____

By:_____
Andrew Ryan
Counsel for Plaintiffs Jeremiah Ballew and Eleni Honderich

MITCHELL SILBERBERG & KNUPP LLP

Dated:_____

By:_____
Kevin E. Gaut
Counsel for Defendant Huuuge, Inc.

responsible to pay the taxes they would owe under the respective tax laws. For example, each Plaintiff and Settlement Class Member is solely responsible for any taxes, if any, on that particular Plaintiff's or Settlement Class Member's recovery under this Settlement.

7.22 **Notices**. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and e-mailed, delivered personally, or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

AGREED AND ACCEPTED:

Dated:_____

_____
JEREMIAH BALLEW

Dated:_____

_____
ELENI HONDERICH

Dated: January 23, 2024

Wojciech Wronowski
_____
HUUUGE, INC.
By: Wojciech Wronowski
Its: CEO

APPROVED AS TO FORM:

THE RYAN LAW GROUP

Dated:_____

By:_____
Andrew Ryan
Counsel for Plaintiffs Jeremiah Ballew and Eleni Honderich

MITCHELL SILBERBERG & KNUPP LLP

Dated: January 24, 2024

By:_____
Kevin E. Gaut
Counsel for Defendant Huuuge, Inc.

responsible to pay the taxes they would owe under the respective tax laws. For example, each Plaintiff and Settlement Class Member is solely responsible for any taxes, if any, on that particular Plaintiff's or Settlement Class Member's recovery under this Settlement.

7.22 **Notices**. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and e-mailed, delivered personally, or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

AGREED AND ACCEPTED:

Dated:_____ _____

JEREMIAH BALLEW

Dated:_____ _____

ELENI HONDERICH

Dated:_____ _____

HUUUGE, INC.
By:
Its:

APPROVED AS TO FORM:

THE RYAN LAW GROUP

Dated:_____1/24/2024_____ By:_____

Andrew Ryan
Counsel for Plaintiffs Jeremiah Ballew and Eleni Honderich

MITCHELL SILBERBERG & KNUPP LLP

Dated:_____ By:_____

Kevin E. Gaut
Counsel for Defendant Huuuge, Inc.

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

Plaintiffs Jeremiah Ballew and Eleni Honderich (collectively "Plaintiffs"), for themselves individually and on behalf of the Settlement Class, and Defendant Huuuge, Inc. ("Defendant"), entered into a written "Class Action Settlement Agreement" (the Agreement") that among other things resolves the putative class action complaint against Defendant in the United States District Court for the Central District of California, Case No. 2:23-cv-04324-GW (AGRx) (the "Action"). This is an Amendment to the Agreement (the "Amendment"). Capitalized terms in this Amendment are defined as in the Agreement unless otherwise noted in this Amendment. The Agreement provides in Section 7.11 that it may be amended or modified in a writing signed by the Parties or their counsel.

The Agreement is amended as follows:

1. At the suggestion of the Settlement Administrator, the Parties agree that: (a) the online social media notice provided for in Section 4.1.2 of the Agreement shall be performed at the same time or coordinated with the direct email notice provided for in Section 4.1.1 of the Agreement, or as otherwise agreed between the Settlement Administrator and the Parties.

2. The Parties agree that the last words in the last sentence of each of subparagraphs 1 to 3 of Section 1.26 were intended to read "on or after" the specified date, rather than "on or before" the specified date, and the Parties now agree that the indicated language is amended to say "on or after."

AGREED AND ACCEPTED:

THE RYAN LAW GROUP

Dated: April 15, 2024

By: _____
Andrew T. Ryan, Esq.
Counsel for Plaintiffs Jeremiah Ballew and Eleni Honderich

MITCHELL SILBERBERG & KNUPP LLP

Dated: April 15, 2024

By: _____
Kevin E. Gaut
Karin G. Pagnanelli
Counsel for Defendant Huuuge, Inc.