

EXHIBIT B

CONFIDENTIAL CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “**Agreement**”) is entered into by and between Plaintiffs David Hough, Amund Thompson, Isabel Ramos, Anthony Ramos, and Michael Nibarger (collectively, “Plaintiffs”), on one hand, and Max K. Day, Max O. Day, Michael Day, Jared Day, Precision Trading Group, LLC, and Providence Oak Properties, LLC (collectively, the “**Day Defendants**”), on the other hand (Plaintiffs and the Day Defendants are each a “**Party**”, and collectively, the “**Parties**”). This Agreement is (i) subject to the approval of the Court (hereinafter defined below); (ii) made pursuant to Rules 23(e) and 23(g) of the Federal Rules of Civil Procedure; and (iii) made for the sole purpose of attempting to consummate a settlement of the Action (hereinafter defined below) on a class-wide basis subject to the below terms and conditions.

RECITALS

WHEREAS, on April 9, 2024, Plaintiffs, individually and on behalf of a putative class of other individuals similarly situated filed the putative class action captioned *David Hough, et al. v. Ryan Carroll, et al.* (Case No. 2:24-cv-02886-WLH) (the “**Action**”), in the United States District Court for the Central District of California (the “**Court**”), by and through Plaintiffs’ counsel Banks Law Office and Richard A. Nervig, P.C. (collectively, “**Class Counsel**”);

WHEREAS, Plaintiffs filed the Action on behalf of all individuals who (a) purchased services relating to the setup or management of an online store from Yax Ecommerce LLC, Precision Trading Group, LLC, WA Distribution LLC, Providence Oak Properties, LLC, WA Amazon Sellers LLC, and Yax IP and Management Inc. (collectively, “**Wealth Assistants**”) between June 2021 and November 2023, (b) did not make a profit on their purchase of that business opportunity, and (c) have never been owners, employees, legal representatives, or successors of Wealth Assistants (“**Class Members**”).

WHEREAS, Plaintiffs’ initial Complaint in the Action asserted claims as against the Day Defendants, as well as WWKB LLC; Business Financial Solutions Advisory, LLC; HouTex Farm Equity Partners LLC; MKD Family Beneficiary, LLC; MKD Family Private Management Company, LLC; MKD Investment Advisor, LLC; Max Day Consulting, LLC; and Evo Maxx LLC (collectively, the “**Alter Ego Defendants**”), among other defendants;

WHEREAS, on May 20, 2024, Plaintiffs filed their First Amended Complaint in the Action, which asserted claims as against the Day Defendants and the Alter Ego Defendants;

WHEREAS, on December 4, 2024, Plaintiffs filed their Second Amended Complaint in the Action, which asserted claims as against the Day Defendants and the Alter Ego Defendants;

WHEREAS, on January 24, 2025, the Court ordered that Max K. Day, Max O. Day, Michael Day, and Precision Trading Group, LLC, were enjoined from withdrawing, transferring, spending, or otherwise disposing of any assets held by or for their benefit without leave of Court, except that Max K. Day, Max O. Day, and Michael Day could spend what is necessary for ordinary personal or household expenditures, which expenditures may not exceed Nine

Thousand Dollars (\$9,000.00) per month without leave of the Court and could pay reasonable fees, costs and litigation-related expenses to attorneys and their firms in order to defend themselves in the Action and any related actions (the “**January 24, 2025 Order**”);

WHEREAS, on February 24, 2025, Plaintiffs dismissed their claims in the Action as against the Alter Ego Defendants, with each party to bear its own attorneys’ fees and costs;

WHEREAS, on June 3, 2025, Plaintiffs filed their Third Amended Complaint in the Action, which asserted a single claim for relief as against the Day Defendants;

WHEREAS, on June 17, 2025, Day Defendants filed their Answer to the Third Amended Complaint;

WHEREAS, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue prosecuting the Action against the Day Defendants through trial and any appeals, and have also taken into account the uncertainty and risk of further litigation, as well as the potential outcome thereof and the Day Defendants’ financial limitations, which could impact the recoverability of any potential judgment in the Action;

WHEREAS, in light of the foregoing, Plaintiffs and Class Counsel, on one hand, and the Day Defendants, on the other hand, have conducted extensive and adversarial arms’-length settlement negotiations;

WHEREAS, Plaintiffs and Class Counsel believe the Agreement is fair, adequate, and reasonable, and that it is in the best interests of the Class Members to settle the Action because, *inter alia*, (a) the Day Defendants’ financial limitations that could impact the recoverability of any potential judgment in the Action; and (b) the settlement avoids the considerable risk, delays, and the expense of further litigation;

WHEREAS, the Day Defendants generally and specifically deny they committed any wrongful act or violated any law or duty, and deny all claims of wrongdoing or liability that Plaintiffs, Putative Class Members, or anyone else have, could have, asserted in the Action;

WHEREAS, the Parties agree that nothing in this Agreement and its related documents shall be construed as any admission or concession by Plaintiffs that there is any uncertainty about the Day Defendants’ alleged liability, or the scope of damages and other relief to which they are allegedly entitled under the law;

WHEREAS, conversely, the Parties agree that nothing in this Agreement and its related documents shall be construed as any admission or concession by the Day Defendants that they bear any fault or liability, or that they committed any wrongdoing or caused any damage whatsoever;

WHEREAS, Class Counsel and counsel for the Day Defendants have zealously advocated on behalf of their clients, and the Parties have engaged in sufficient investigation and

discovery to assess the relative merits of Plaintiffs' claims and the Day Defendants' defenses, and to fairly and equitably compromise on a resolution of claims;

WHEREAS, the Parties believe that it is desirable that Plaintiffs' claims and the Class Members' claims be fully and finally compromised, settled, and terminated now, with prejudice, and be forever barred pursuant to the terms and conditions set forth in this Agreement, which is a product of sustained and adversarial arms'-length negotiations;

WHEREAS, in consideration of the promises, covenants, representations, conditions, and warranties contained herein, and for good and valuable consideration given hereunder, the receipt and sufficiency of which is hereby acknowledged by the signatories to this Agreement, and subject to the jurisdiction and approval of the Court and affirmation on any appeals, the Parties hereby agree as follows:

AGREEMENT

1. **Effective Date.** This Agreement shall become effective and binding upon the Parties hereto upon the date the Court enters judgment granting final approval of the Agreement (the "**Effective Date**").

2. **Class Certification.**

(a) In consideration of all the other benefits they are receiving pursuant to the Agreement, Plaintiffs hereby: (i) settle and release their individual claims in the Action; and (ii) abandon their request on behalf of the Class to establish liability under the Third Amended Complaint or otherwise in the Action.

(b) For purposes of the Agreement only, the Day Defendants agree to not object to the certification of the Class for settlement purposes only, which certification is contingent on the entry of the Final Approval Order (hereinafter defined below). If the Agreement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Agreement will not be admissible or used in any way with respect to the question of certification in a non-settlement context. If the Agreement does not become effective, the Day Defendants reserve the right to contest any issues relating to class certification and/or liability.

(c) For settlement purposes only, Plaintiffs are confirmed as representatives for the Class, and Class Counsel are confirmed to represent the Class.

3. **Notice, Claims Process, and Objection Procedure.**

(a) Because the Agreement is binding on members of the Class, notice of the proposed settlement ("**Class Notice**") shall be disseminated and made available to the Class.

(b) The Parties agree that notice of the Agreement will be provided to the Class Members no later than thirty (30) days after the date on which the Preliminary Approval Order is entered by the Court, provided that the Settlement Payment is timely made pursuant to this Agreement. Class Counsel and counsel for the Day Defendants shall be jointly responsible for identifying the names, last known mailing addresses, and email addresses of putative Class Members. Class Counsel shall first mail the notice, by first class mail, to each Class Member's last known mailing address (based upon information currently in the Day Defendants' possession concerning the Class Members). In addition to providing notice by first class mail, Class Counsel shall also provide notice to Class Members via their last known email addresses, if any, made available to Class Counsel (based upon information currently in the Day Defendants' possession concerning the Class Members, which information the Day Defendants will provide to Class Counsel within twenty-one (21) days after executing this Agreement). Further, Class Counsel shall maintain a website, either through their existing website or an independent website (the "**Settlement Website**"), for purposes of putting Class Members on notice of the settlement. Class Counsel shall create and maintain the website providing notice for such period of time as the Court may order. The website will use search engine optimization to assist members of the Class who want to find answers to questions about the Action or the Agreement.

(c) Class Counsel shall administer a claims process to (i) determine the amount of the allowed claim of each class member, and (ii) distribute to each class member their pro rata share of the settlement recovery based upon the amount of allowed claims, and the amount of settlement proceeds available, after payment of any costs and attorneys' fees allowed by the Court (the "**Claims Process**").

(d) Class Counsel may hire a claims administrator to perform necessary administrative services relating to the completion of the settlement, including but not limited to sending out approved notices, making a preliminary determination of allowed claims, and making payment of allowed claims, all in accordance with the Court's orders granting preliminary and final settlement approval. The costs of claims administration shall be paid from the Settlement Payment. The Day Defendants are not required to pay any administrative costs, or any other costs or fees, apart from the \$125,000 Settlement Payment.

(e) Plaintiffs shall provide notice substantially in the form attached hereto as Exhibit A, which notice will include, *inter alia*, the date and time of the fairness hearing and hearing on the Final Approval Motion, the process for objecting to the Agreement, information about other important dates and deadlines associated with the Agreement, and relevant contact information for Class Counsel.

(f) The Parties will request and agree that the Opt-Out and Objection Deadline shall be forty-five (45) days after the earlier of (i) mailing of the Class Notice to Class Members, (ii) email transmission of the Class Notice to Class Members, or (iii) posting of the Class Notice on the Class Counsel Website. Putative Class Members have the right to exclude themselves or "Opt-Out" from this settlement and from the Class by timely submitting a request to Opt-Out in accordance with the Opt-Out and Objection procedure approved by the Court. Putative Class Members also have the right to object to the fairness of this settlement by timely filing an Objection in accordance with the Opt-Out and Objection procedure approved by the

Court. Putative Class Members who properly request to Opt-Out shall be excluded from this settlement and from the Class. Any Putative Class Member who does not properly request to Opt Out shall be deemed a Class Member and shall be bound by the terms of this Agreement as well as the Final Approval Order. In addition, any Class Member who does not properly file a written Objection to the settlement and Agreement shall be barred from challenging the fairness of the settlement and from seeking review of the settlement by appeal or otherwise.

4. Procedure for Approving Settlement.

(a) The Parties desire and intend to seek preliminary approval of the terms and conditions of the Agreement and a final order and judgment dismissing with prejudice the Plaintiffs' claims and the Class Claims in the Action (the "**Preliminary Approval Order**"). To that end, pursuant to Federal Rule of Civil Procedure 23(e), the Parties shall jointly submit this Agreement to the Court via a motion for preliminary approval ("**Preliminary Approval Motion**") requesting the Court's entry of a Preliminary Approval Order, conditional certification of a settlement class, appointment of Class Counsel, approval of the notice and Claims Process procedures described herein, imposition of a stay of litigation as to the Day Defendants in the Action except for activities related to the approval of this settlement, and approval of a distribution method for distributing proceeds of the settlement to Class Members who provide appropriate proof of damages in accordance with those distribution procedures.

(b) On or before December 19, 2025, Plaintiffs shall file the Preliminary Approval Motion, seeking an order preliminarily approving the Agreement. The Parties shall undertake all steps reasonably necessary to secure the Court's preliminary approval of the Agreement.

(c) On or before the date ninety (90) days after issuance of the Preliminary Approval Order, Plaintiffs shall file the Final Approval Motion, seeking an order providing final approval of the Agreement (the "**Final Approval Order**"). The Parties shall undertake all steps reasonably necessary to secure the Court's final approval of the Agreement, including but not limited to opposing any interventions or objections to the Agreement. The Parties also shall jointly move the Court for a final order (associated entry of judgment) forever discharging the Released Parties from the Released Claims.

(d) If the Court does not issue the Preliminary Approval Order or the Final Approval Order, or the Final Approval Order is modified or reversed in any material respect, the Agreement will be void.

5. Settlement Payment and Relief for the Benefit of the Plaintiffs and Class.

(a) No later than twenty-one (21) days after the date of entry of the Preliminary Approval Order, the Day Defendants shall pay the total settlement sum of One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) (the "**Settlement Payment**") to Class Counsel via wire transfer using the following wire instructions:

Bank: Wells Fargo Bank, N.A.
Bank Address: 420 Montgomery, San Francisco, CA 94104
ABA: 121000248
Swift Code: WFBIUS6S
Account Name: Nico Banks IOLTA
Account Number: 3570615892

The Day Defendants shall be jointly and severally responsible for payment of the Settlement Payment. In no event shall the Day Defendants be required to pay any additional sums beyond the Settlement Payment pursuant to his Agreement. Any payments to the Class, any costs of notice or administration of the Settlement, and any award of attorneys' fees, costs, or expenses made by the Court shall be paid out of the Settlement Payment and shall not add to the Day Defendants' payment obligations under this Agreement. The Settlement Payment shall be kept in Class Counsel's client trust account until the Court approves the settlement and issues the Final Approval Order as set forth in this Agreement, and no payments to any Class Members shall be made until after the Effective Date.

No later than thirty (30) days after entry of the Final Approval Order, distribution of the settlement payment shall be made as follows: (a) to satisfy any administrative costs owing to the claims administrator; (b) to pay any award of costs or attorneys' fees as ordered by the court; and (c) to Class Members who have submitted approved claims and who have not executed a timely request for exclusion ("**Opt-Out**") from the Class in the manner provided in this Agreement and accompanying documents.

(b) The Settlement Payment shall constitute full satisfaction of any claims held by Plaintiffs or the Class for damages, attorneys' fees, costs, and/or expenses arising out of, related to, or in connection with the Third Amended Complaint, the Action, and any claims that were or could have been raised in the Action, and this Agreement, except as otherwise set forth herein.

(c) Class Counsel shall be solely responsible for distribution of the Settlement Payment to Class Members, and neither the Day Defendants nor their counsel shall have any obligation or duty whatsoever with respect to the distribution of the Settlement Payment. Other than payment of the Settlement Payment, as provided above, the Parties agree to bear their own costs and fees, including attorneys' fees, incurred in connection with the Action and all other disputes related thereto.

(d) The Parties and their respective counsel have made no representation of warranty, and have no responsibility, with respect to the tax treatment of any payment made under the Agreement. Each Party is responsible for whatever taxes he, she, or it might be required to pay with respect to this Agreement. Plaintiffs, the Class and/or Class Counsel shall be solely responsible for federal, state, and local taxes due by them with respect to the Settlement Payment.

6. **Application for Attorneys' Fees and Costs by Class Counsel.** Class Counsel may apply to the Court for an award of attorneys' fees and costs for all work performed on behalf of the Class. Any such award must be paid from the Settlement Payment. In no event shall the Day Defendants be required to pay any additional sums beyond the Settlement Payment pursuant to this Agreement.

7. **Cooperation by the Day Defendants.** The Day Defendants agree to cooperate with Plaintiffs and Class Counsel in connection with the Action, including the settlement thereof, on the conditions set forth in this Paragraph 6.

(a) Under the Day Defendants' duty of cooperation, each of the Day Defendants will agree to (i) meet and consult with Class Counsel by telephone, email, or other virtual means, including an informal interview lasting no longer than three (3) hours, upon reasonable request, to state truthfully the Day Defendants' recollection of events and to provide documents and information reasonably available to the Day Defendants relating to the matters at issue in the Action; and (ii) appear at Plaintiffs' reasonable request by virtual/remote means for one (1) deposition in the Action, without the necessity of issuance of a Deposition Subpoena or other service of process, in order for the Day Defendants to state truthfully their knowledge of matters at issue in the Action (collectively, the "**Cooperation Obligations**").

(b) Any cooperation and assistance contemplated under this Paragraph 6 and requested by Plaintiffs or Class Counsel shall not materially interfere with the Day Defendants' professional obligations or pre-existing travel or other personal commitments which are disclosed to Class Counsel upon reasonable notice.

(c) The Cooperation Obligations shall conclude no later than the date of the close of fact discovery in the Action.

(d) The Parties agree that the Day Defendants' full cooperation with Plaintiffs and Class Counsel in connection with the Action is a material term of this Agreement.

(e) In the event of a breach of the Cooperation Obligations by any one or more of the Day Defendants, the Parties each acknowledge and agree that it is difficult to predict with certainty the likely damages which will accrue to a Party as a result thereof. Accordingly, the Parties agree that the amount set forth in this Paragraph 6 is a reasonable provision of liquidated damages on account of a breach of the Cooperation Obligations, and not a penalty otherwise against public policy. The Day Defendants agree to liquidated damages for a breach of the Cooperation Obligations in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) (the "**Cooperation Liquidated Damages**"), which liquidated damages shall be the joint and several responsibility of the Day Defendants. The Parties each further acknowledge and agree that the liquidated damages provided for in this Paragraph 6 are in addition to, and not in lieu or limitation of, injunctive, equitable, or other rights or remedies to which a Party is or may be entitled to at law or in equity. In the event an action or proceeding, in the Action or otherwise, is initiated to enforce or concerning the Cooperation Obligations set forth in this Paragraph 6, the prevailing party(ies) in any such action or proceeding shall be entitled to

recover from the losing party its costs of suit and reasonable attorneys' fees incurred in connection therewith.

8. **Dismissal of the Action.** The Final Approval Order and associated final judgment will dismiss the Action, including the Plaintiffs' claims and the Class's claims, with prejudice as against the Day Defendants, and discharge and vacate the January 24, 2025 Order.

9. **Released Parties and Claims.**

(a) Provided that the Court provides final approval of the Agreement, effective upon the date of final approval, and except as to the obligations, representations, and warranties set forth in this Agreement, Plaintiffs including their respective past, present, and future trustees, partners, beneficiaries, representatives, joint venturers, insurers, spouses, family members, heirs, successors and assigns (collectively, the "**Named Plaintiff Releasors**") generally release and forever discharge the Day Defendants and each of their respective past, present, and future directors, officers, shareholders, members, employees, agents, attorneys, trustees, beneficiaries, representatives, principals, partners, joint venturers, subsidiaries, parent and sister corporations, affiliates, insurers, spouses, family members, heirs, predecessors, successors, and assigns, including, but not limited to, the Alter Ego Defendants (collectively, the "**Day Releasees**") from any and all liabilities, claims, causes of action, suits, debts, liens, rights, duties, obligations, agreements, promises, representations, damages, costs (including costs of suit and attorneys' fees and expenses), or demand, of whatever nature, character, type, or description, whether known or unknown, existing or potential, or suspected or unsuspected (hereinafter, all of the foregoing matters shall collectively be referred to as the, "**Named Plaintiff Released Claims**"), which the Named Plaintiff Releasors now own or hold, or have at any time heretofore owned or held, against the Day Releasees, including any claims arising out of, related to, or that were brought or could have been brought in the Action. Provided, however, that this release does not apply to the following persons and entities that have been named as defendants in this Action: Christine Hagar; Total Apps, Inc.; Reyhan Pasilni; Travis Marker; The Law Office of Travis R. Marker, a Professional Corporation (d.b.a. "Marker Law and Mediation"); Parlay Law Group, A Professional Corporation; Ryan Carroll; and Yax Ecommerce LLC.

(b) Provided that the Court provides final approval of the Agreement, effective upon the date of final approval, and except as to the obligations, representations, and warranties set forth in this Agreement, Class Members who did not opt-out in accordance with the terms and conditions of Paragraph 3 above, including their respective past, present, and future trustees, partners, beneficiaries, representatives, joint venturers, insurers, spouses, family members, heirs, successors and assigns (collectively, the "**Class Releasors**") generally release and forever discharge the Day Defendants and each of their respective past, present, and future directors, officers, shareholders, members, employees, agents, attorneys, trustees, beneficiaries, representatives, principals, partners, joint venturers, subsidiaries, parent and sister corporations, affiliates, insurers, spouses, family members, heirs, predecessors, successors, and assigns, including, but not limited to, the Alter Ego Defendants (collectively, the "**Day Releasees**") from any and all liabilities, claims, causes of action, suits, debts, liens, rights, duties, obligations, agreements, promises, representations, damages, costs (including costs of suit and attorneys' fees and expenses), or demand, of whatever nature, character, type, or description, whether known or

unknown, existing or potential, or suspected or unsuspected (hereinafter, all of the foregoing matters shall collectively be referred to as the, “**Class Released Claims**”), which the Class Releasers now own or hold, or have at any time heretofore owned or held, against the Day Releasees and that are arising from, relating to, or in connection with the Action, including any claims that were brought or could have been brought in the Action, irrespective of any undiscovered or after-acquired information. Provided, however, that this release does not apply to the following persons and entities that have been named as defendants in this Action: Christine Hagar; Total Apps, Inc.; Reyhan Pasilni; Travis Marker; The Law Office of Travis R. Marker, a Professional Corporation (d.b.a. “Marker Law and Mediation”); Parlay Law Group, A Professional Corporation; Ryan Carroll; and Yax Ecommerce LLC.

10. California Civil Section 1542 Waiver. The Class Releasers acknowledge and represent that they have read, are familiar with, and understand the rights provided by California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO THE 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 Releasers acknowledge and agree that as further consideration and inducement for the compromise settlement contained herein, the Class Releasers expressly waive any and all of the provisions of Civil Code section 1542, and any other similar principles of any other jurisdiction, which would limit or restrict the extent of the release embodied in this Agreement.

The Class Releasers agree and acknowledge that the released claims extend to and include unknown and unsuspected claims.

The Class Releasers have made an investigation of the facts pertaining to this Agreement and to the Released Claims as they deem necessary. The Class Releasers expressly assume the risk of any mistake of fact or law, and the risk that the facts or law upon which they may have relied in entering into this Agreement may turn out to be other than, or different from, those they now know or believe to exist. The Class Releasers further represent and agree that the possibility of such different or unknown facts or law may exist, and the consequences thereof, have explicitly been taken into account in determining the consideration to be given in this Agreement. The Class Releasers further represent and agree that the discovery of different or additional facts, through party or non-party discovery in the Action or otherwise, shall not impact the foregoing waiver of, nor shall it impact the releases set forth and agreed to in this Agreement.

The Class Releasers expressly understand and agree that the foregoing waiver shall hereby and forever extinguish their respective rights to assert any claims against the Day Releasees arising from, relating to, or in connection with the Action, irrespective of any undiscovered or after-acquired information. The Class Releasers expressly acknowledge that

they have had the opportunity to discuss with legal counsel the significance and effect of waiving Civil Code Section 1542 and warrant that their waivers are informed, knowing, and voluntary.

11. **Representations and Warranties.** The Parties each represent and warrant to one another:

(a) No Party hereto has assigned, transferred, or granted, or purported to assign, transfer, or grant any of the claims, demands or causes of action disposed of by the Agreement.

(b) The Parties acknowledge that they have had the opportunity to consult with independent legal counsel as to the advisability of making and executing this Agreement, including the waiver of rights under California Civil Code § 1542 or any other similar statute or law of any other jurisdiction.

(c) The Parties acknowledge that they have been represented in the negotiations for, and in the preparation of, the Agreement by counsel of their choosing; have read the Agreement and have had it fully explained to them by such counsel, if any; and are fully aware of the terms of the Agreement and the legal effects thereof. Each Party has made such investigation of the facts pertaining to the Agreement and of all of the matters pertaining thereto as he/she/it deems necessary.

(d) Each Party represents and warrants that the person executing the Agreement on his/her/its behalf has fully authority and capacity to execute the Agreement and to give the releases and other promises contained herein.

12. **Headings.** The headings in this Agreement are purely for convenience and are not to be used as an aid in interpreting its terms.

13. **Interpretation.** The Parties agree that they participated equally in drafting and negotiating the terms of this Agreement and that this Agreement will not be construed against any Party as the author or drafter of the Agreement.

14. **Further Assurances.** The Parties agree to execute all such further and additional documents and instruments as may be reasonably necessary to carry out the terms of the agreement and shall promptly and in good faith undertake all commercially reasonable and necessary acts to effectuate the terms of the Agreement. Class Counsel, Plaintiffs, Day Defendants, and Day Defendants' counsel will undertake all efforts that are reasonably necessary in seeking the Court's approval of the Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein, and supersedes and replaces all prior and contemporaneous oral and written agreements, negotiations and discussions. Each Party acknowledges that it has not, nor has any agent or attorney of such Party, made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning or relating to the Action to induce any Party to execute this Agreement, and each Party

acknowledges that it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

16. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, heirs, agents, employees, representatives, officers, parents, affiliates, transferees, executors, administrators, and acquirers.

17. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws or other rules or principles that would result in the application of the laws or statutes of limitations of a different jurisdiction.

18. **Jurisdiction and Venue.** Each of the Parties to this Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Court over any suit, action or proceeding arising out of or relating to this Agreement, and the Parties hereby waive any objection of the laying of venue of any such action brought in such Court, and any claim that such action brought in the Court has been brought in an inconvenient forum.

19. **Attorneys' Fees.** Except as expressly provided for herein, each of the Parties hereto shall bear its own attorneys' fees and costs incurred in relation to the negotiation and preparation of this Agreement, as well as such attorneys' fees and costs incurred or paid with respect to any aspect of the Action and the claims released herein. In the event of any dispute arising from, or in the event of any action or proceeding, including, but not limited to, mediation, insolvency, or bankruptcy, involving the enforcement of any term of, this Agreement, the prevailing Party shall be entitled to recover its reasonable costs, expenses, and reasonable attorneys' fees.

20. **No Admission of Liability.** Execution of and compliance with this Agreement, including the payment of any sum of money hereunder, shall not be considered as an admission by the Day Defendants of any liability, including any liability for any alleged fraud or aiding and abetting fraud. Except as set forth herein, the Day Defendants specifically disclaim any liability to the Class Representatives and Class Members or any alleged violation of any rights of the Class Representatives and Class Members. Neither this Agreement nor any of its terms will be offered or admitted into evidence or referenced in any judicial proceeding, except as may be necessary to obtain Court approval of the Agreement or as otherwise may be necessary to consummate or enforce this Agreement.

21. **Non-Disparagement.** Subject to applicable law, each of the Parties and Class Counsel covenants and agrees that neither he/she/it nor any of his/her/their respective agents, affiliates, successors or assigns will make any statements, written or oral, to any third party that disparages, calls into disrepute, defames, slanders, or otherwise criticizes another Party of such other Party's agents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, or agents ("**Disparaging Statement**"). This provision does not prevent disclosure of factual matters that are required by law or pursuant to fiduciary duty or other disclosure or reporting obligations. The Parties and Class Counsel acknowledge and agree that this prohibition extends to statements, written or verbal, made or publicized to any third party including, but not limited

to, statements or comments posted on any social media or other internet-based platform. The Parties and Class Counsel further understand and agree that compliance with these non-disparagement provisions is a material term of this Agreement. The Parties further understand that the non-disparagement provisions in this Paragraph 21 are continuing obligations that survive the performance of all other aspects of this Agreement. The Parties further acknowledge and agree that nothing contained herein will preclude any Party from seeking emergency, injunctive, equitable, or other similar relief, or from exercising his/her/its rights or seeking any remedies to which he/she/it may be entitled at law or in equity, in the event of a breach of any obligation set forth in this Paragraph 21.

22. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally by electronic email transmission; (ii) on the date of delivery according to the records of a nationally recognized overnight courier service, if delivered by such overnight courier service; or (iii) on the third (3rd) business day following the date of mailing if delivered by first-class mail, return receipt requested, postage prepaid, to the Parties to this Agreement at the following address or to such address any Party to this Agreement shall specify by notice to the other Parties:

To Plaintiffs:

Banks Law Office
Nico Banks, Esq.
1121 SE Sherman St.
Unit A
Portland, OR 97214
Email: nico@bankslawoffice.com

Richard A. Nervig, P.C.
Richard A. Nervig, Esq.
501 Broadway, Suite 800
San Diego, CA 92101
Email: richard@nerviglaw.com

To Day Defendants:

Cozen O'Connor
Matthew Steinberg, Esq., Matthew Lewitz, Esq., and Maddie Suchard, Esq.
401 Wilshire Boulevard, Suite 850
Santa Monica, CA 90401
Email: msteinberg@cozen.com; mlewitz@cozen.com; msuchard@cozen.com

23. Counterparts. This Agreement may be signed in counterparts by the Parties and when all of the Parties have executed an identical copy of this Agreement, this Agreement shall become a binding and enforceable instrument with the same force and effect as if the Parties had

executed the same copy of this instrument. Additionally, an electronic or scanned signature shall have the full force and same legal effect of an original signature.

24. **Severability.** If any provision of this Agreement is held invalid, void or unenforceable, the balance of the terms and provisions contained herein shall, nevertheless, remain in full force and effect and shall not be affected, impaired or invalidated provided such remaining terms and provisions can be construed, in substance, to constitute the agreement of the Parties and to provide the Parties the benefits afforded them under the terms of the Agreement that the Parties intended to enjoy in the first instance.

25. **No Waiver.** It is agreed that failure of a Party at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of such Party's right to thereafter enforce each and every provision hereof.

26. **No Modification.** This Agreement may be modified, amended or terminated only by mutual agreement in writing referring to this Agreement and signed by each of the Parties.

27. **Continuing Jurisdiction.** The Parties agree that, pursuant to Federal Rule of Civil Procedure 41(a), the Court shall maintain jurisdiction to enforce the terms of this Agreement, and the Parties request the Court to retain jurisdiction over the Action and these Parties for said purpose only.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the dates set forth below.

DAVID HOUGH

Date: 12/12/25

David Hough
David Hough (Dec 12, 2025 10:11:53 PST)

By: David Hough

AMUND THOMPSON

Date: 12/11/25

Amund Thompson

By: Amund Thompson

ISABEL RAMOS

Date: 12/12/25

Isabel Ramos

Isabel Ramos (Dec 12, 2025 07:25:34 PST)

By: Isabel Ramos

ANTHONY RAMOS

Date: 12/12/25

By: Anthony Ramos

Anthony Ramos
Anthony Ramos (Dec 12, 2025 07:26:45 PST)

MICHAEL NIBARGER

Date: 12/11/25

By: Michael Nibarger

M Nibarger
Michael Nibarger (Dec 11, 2025 18:38:57 PST)

MAX K. DAY

Date: 12-15-2025

By: Max K. Day

Max K Day

MAX O. DAY

Date: _____

By: Max O. Day

MICHAEL DAY

Date: 12-15-2025

By: Michael Day

Michael Day

JARED DAY

Date: _____

By: Jared Day

[Additional Signature Pages to Follow]

ANTHONY RAMOS

Date: 12/12/25

By: Anthony Ramos

Anthony Ramos

Anthony Ramos (Dec 12, 2025 07:26:45 PST)

MICHAEL NIBARGER

Date: 12/11/25

By: Michael Nibarger

M. Nibarger

Michael Nibarger (Dec 11, 2025 18:38:57 PST)

MAX K. DAY

Date: _____

By: Max K. Day

MAX O. DAY

Date: 12/15/2025

By: Max O. Day

MICHAEL DAY

Date: 12-15-2025

By: Michael Day

Michael Day

JARED DAY

Date: 12-15-2025

By: Jared Day

Jared Day

[Additional Signature Pages to Follow]

PRECISION TRADING GROUP, LLC

Date: 12-15-2025
By: Max K Day
Title: Manager

PROVIDENCE OAK PROPERTIES, LLC

Date: 12-15-2025
By: Max K Day
Title: Manager

**APPROVED AS TO FORM AND CONTENT
(AND AGREED, WHERE APPLICABLE):**

BANKS LAW OFFICE
Counsel for Plaintiffs and Class Members

By: Nico Banks
Nico Banks (Dec 11, 2025 18:13:42 PST)
Nico Banks, Esq.

Date: 12/11/25

RICHARD A. NERVIG, P.C.
Counsel for Plaintiffs and Class Members

By: Richard A. Nervig
Richard A. Nervig (Dec 11, 2025 18:13:42 PST)
Richard A. Nervig, Esq.

Date: 12/12/25

COZEN O'CONNOR
Counsel for the Day Defendants

By: Matthew E. Lewitz
Matthew E. Lewitz, Esq.

Date: 12/16/25

EXHIBIT A

**IF YOU PURCHASED A BUSINESS OPPORTUNITY FROM WEALTH ASSISTANTS, YOU
 MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

The purpose of this Notice is to inform you of: (i) the pendency of a class action pending in the United States District Court for the Central District of California known as *David Hough, et al. v. Ryan Carroll, et al.*, No. 24-cv-02886 concerning Wealth Assistants' sale of business opportunities related to online Amazon stores; (ii) the proposed settlements of claims against Defendants in the Action (the "Settlements," as defined below); (iii) the steps you must take to receive a portion of the proposed settlement; and (iv) an upcoming hearing to be held by the Court to consider: (a) whether the Settlements, and (b) Class Counsel's application for attorneys' fees and expenses, and administrative fees, should be approved (the "Fairness Hearing"). You are receiving this Notice because records reflect that you may be a member of the settlement class entitled to receive payment in connection with the Settlements. This Notice also describes important rights you may have and what steps you must take if you wish to be excluded from the Class (defined below).

The proposed Settlements have been reached with (1) Defendants Max K. Day; Max O. Day; Michael Day; Jared Day; Precision Trading Group, LLC; and Providence Oak Properties LLC (collectively, the "Day Defendants"); (2) Christine Hagar; (3) Total Apps, Inc.; and Reyhan Pasinli (collectively, the "Total Apps Defendants"); and (4) Travis Marker; The Law Office of Travis R. Marker, a Professional Corporation (d.b.a. "Marker Law and Mediation"); and Parlay Law Group, A Professional Corporation (collectively, the "Marker Defendants," and together with Day Defendants, Christine Hagar, and Total Apps Defendants," the "Settling Defendants").

Terms of the Settlements: The Settlements provide for Two Hundred and Twenty-Two Thousand Dollars (\$222,000) collectively, in cash (the "Settlement Funds") paid pursuant to the terms of the Settlements entered into between Plaintiffs and Settling Defendants. More specifically, the Day Defendants have agreed to pay \$125,000; Christine Hagar has agreed to pay \$24,500; the Marker Defendants have agreed to pay \$57,500; and the Total Apps Defendants have agreed to pay \$15,000. The net proceeds from these Settlements (after deduction of any fees and expenses, all as described in more detail herein) will be distributed to Class Members on a *pro rata* basis pursuant to the plan of allocation described below.

If you are a Class Member (and do not exclude yourself from the Class), you can object to the Settlements or Class Counsel's request for an award of attorneys' fees and expenses. Any objection must be in writing and must include all grounds for the objection. More details about the process for submitting any objection are included below in this Notice. The Court will consider your views.

Deadlines:

Submit Claim Form to request distribution from Class Settlement	_____, 2026
Request Exclusion:	_____, 2026
File Objection to Settlements:	_____, 2026
File Objection to Settlement Class Counsel's request for attorney's fees and expenses	_____, 2026
Court Hearing on Fairness of Settlements:	_____, 2026

Class Definition: The Settlement Class is defined as "All individuals who (a) purchased services relating to the setup or management of an online store from Yax Ecommerce LLC, Precision Trading Group, LLC, WA Distribution LLC, Providence Oak Properties, LLC, WA Amazon Sellers LLC, and Yax IP and Management Inc. (collectively, "Wealth Assistants") between June 2021 and November 2023, (b) did not make a profit on their purchase of that business opportunity, and (c) have never been owners, employees, legal representatives, or successors of Wealth Assistants." ("Class Members").

Reason for Settlement: The Settlements provide guaranteed recovery for the Class on disputed claims against the Settling Defendants. In addition to the total settlement amount of \$222,000, the Settlements avoid the costs, delay, and risks associated with continued litigation, including the danger of no recovery. Continuing with the case against Settling Defendants could have resulted in loss at the motion to dismiss or summary judgment stages, or at trial or on appeal. The parties vigorously disagree on both liability and the amount of money that could have been won if the Class Representatives prevailed at trial. Settling Defendants expressly deny all of the claims and allegations of wrongdoing or liability made against them arising out of any of the conduct alleged in the Action.

The Class Representatives and Class Counsel believe that this substantial benefit, payable upon final approval of the Settlements by the Court, is preferable to the risks of continued litigation and the possibility of a smaller recovery, or no recovery, years into the future after a trial and any appeals.

Attorneys' Fees and Expenses: Court-appointed Class Counsel may ask the Court for attorneys' fees of up to \$55,500, and reimbursement of litigation expenses of up to \$10,000 to be paid from the Settlement Fund. More details about Class Counsel's application for attorneys' fees and litigation expenses are available in Class Counsel's motion for preliminary approval of the settlement, available at www.WealthAssistantsSettlement.com. When Class Counsel files its motion for attorneys' fees and litigation expenses, that motion will be available at the same website.

More Information:

Settlement Administrator: Stretto <i>Wealth Assistants Settlement</i> c/o Stretto 410 Exchange, Ste. 100 Irvine, CA 92602	Representatives of Class Counsel: BANKS LAW OFFICE Nico Banks 1121 SE Sherman St. Unit A Portland, OR 97214 nico@bankslawoffice.com RICHARD A. NERVIG, P.C. Richard Nervig 501 West Broadway, Suite 800 San Diego, CA 92101 richard@nerviglaw.com
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Your legal rights are affected whether you act or do not act. Read this Notice carefully.

DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENTS

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM BY [DATE]	If you agree to the Settlements and wish to receive a distribution of the proceeds from these Settlements, you must submit a claim form as described in more detail below.
EXCLUDE YOURSELF BY [DATE]	Get no payment. This is the only option that allows you to pursue your own lawsuit against Settling Defendants or the Released Parties for the legal claims in this Action or any other Released Claims.
GO TO THE HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Settlements, or the request for attorneys' fees, charges, and expenses.

OBJECT BY [DATE]	You may write to the Court if you do not like any aspect of the Settlements, the request for attorneys’ fees, charges, and expenses. If you exclude yourself, you cannot also object to the Settlements.
DO NOTHING	If you take no action in response to this Notice, you will be bound by the settlement terms including the release of your claims against the parties, but you will not receive proceeds from the Settlements unless you submit a claim form.

These rights and options, *and the deadlines to exercise them*, are explained in this Notice.

The Court in charge of this case must decide whether to approve the Settlements. Payments will be made if the Court approves the Settlements and after objections or appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Get This Notice?

You have received a link to this Notice posted pursuant to an order of the United States District Court for the Central District of California (the “Court”) because you may have purchased a business opportunity offered by Wealth Assistants and suffered losses thereby. The Court directed that you be sent a link to this Notice because a class action lawsuit has been filed that potentially impacts your rights. You have been identified as a potential member of the Class and have a right to know about the proposed Settlements in this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlements.

The United States District Court for the Central District of California is in charge of the case, and the case is known as *David Hough, et al. v. Ryan Carroll, et al.*, No. 24-cv-02886 (the “Action”). David Hough, Amund Thompson, Isabel Ramos, Anthony Ramos, and Michael Nibarger (the “Class Representatives”) brought this case on behalf of themselves and others similarly situated. The case named multiple defendants, including but not limited to the Settling Defendants. The Class Representatives and Settling Defendants have entered into proposed Settlements that, if approved, would resolve claims against the Settling Defendants. The Settlements are only effective if they are approved by the Court.

This package explains the lawsuit, the terms of the Settlements, your legal rights, what benefits are available, who is eligible for those benefits, and how to obtain them. The purpose of this Notice is to inform you of this Action, that it is a proposed class action, how you might be affected, and how to exclude yourself from the Settlements if you wish to do so. It is also being provided to inform potential members of the Class of a hearing to be held by the Court to consider the fairness and reasonableness of the Settlements and to consider Class Counsel’s motion for attorneys’ fees and for the reimbursement of litigation expenses and related issues (the “Fairness Hearing”).

The Fairness Hearing will be held before the Honorable Wesley L. Hsu on _____, 2026, in Courtroom 9B of the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W. First Street, Los Angeles, California 90012. At the Fairness Hearing, the Court will determine:

- (i) whether the Settlements are fair, reasonable, and adequate, and should be finally approved by the Court;
- (ii) whether the judgments provided for under the Settlements should be entered, dismissing the claims against Settling Defendants, and whether the releases set forth in the Settlements should be ordered;
- (iii) whether Class Counsel’s motion for an award of reasonable attorneys’ fees and reimbursement of litigation expenses should be approved.

2. What Is This Lawsuit About, and What Has Happened in the Lawsuit So Far?

This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still

has to decide whether to approve the Settlements. If the Court approves the Settlements, and after any objections or any appeals are resolved, the Settlement Administrator appointed by the Court will make the payments that the Settlements allow.

On June 3, 2025, the Class Representatives filed the operative complaint in the Action. The Class Representatives, on behalf of themselves and all other similarly situated investors, assert claims based on their purchase of the business opportunity offered by Wealth Assistants. The Class Representatives allege that Wealth Assistants operated as a fraudulent scheme because it knew, at the time it sold the business opportunities at issue, that those opportunities would not be profitable and that the proceeds from the opportunities would be used to enrich Wealth Assistants' principals. The lawsuit alleges that, as a result of the fraudulent scheme, the Class Representatives and other investors lost millions of dollars. The lawsuit further alleges that the Settling Defendants are liable for the fraudulent scheme because they substantially participated in the scheme despite having knowledge that it constituted a fraud. Settling Defendants deny any liability in the Action or otherwise, deny that Wealth Assistants was a fraudulent scheme, and deny that any of them engaged in any fraudulent conduct.

3. Why Is This Action a Class Action?

In a class action, one or more people called class representatives (in this case the Class Representatives identified above) sue on behalf of people who have similar claims. All of these people and/or entities together are called a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why Is There a Settlement?

The parties disagree about numerous issues in this Action, including whether the Settling Defendants (1) knew that Wealth Assistants constituted a fraudulent scheme, and (2) substantially participated in that fraudulent scheme. Furthermore, the Settling Defendants may have limited assets that may be expended through further litigation, which would decrease the amount of collectible assets in the event of a judgment against them.

The Court did not decide in favor of the Class Representatives or Settling Defendants. Instead, the lawyers for the Class Representatives and Settling Defendants have negotiated settlements that they believe are in the best interests of their respective clients. The Settlements allow settling parties to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permit Class Members to be compensated without further delay.

Had the case proceeded, the Class faced numerous difficult and complex legal and factual issues that presented significant risks to the case.

In light of the risks of continued litigation with the Settling Defendants, the Class Representatives and Class Counsel believe that the Settlements are fair, adequate, and reasonable, and in the best interest of all Class Members. The Class Representatives and Class Counsel also believe that Settlements provide a substantial benefit, namely the payment of \$222,000 before court-awarded attorney's fees and reimbursement of costs and other expenses, as compared to the risk that the claims would produce a similar, smaller, or no recovery after summary judgment, trial, and any appeals, possibly years in the future.

WHO IS IN THE SETTLEMENTS

To see if you will get money from the Settlements, you first have to determine if you are a Class Member.

5. How Do I Know if I Am Part of the Settlements?

The Class includes: All individuals who (a) purchased services relating to the setup or management of an online store from Yax Ecommerce LLC, Precision Trading Group, LLC, WA Distribution LLC, Providence Oak Properties, LLC, WA Amazon Sellers LLC, and Yax IP and Management Inc. (collectively, "Wealth Assistants") between June 2021 and November 2023, (b) did not make a profit on their purchase of that business opportunity, and (c) have never been owners, employees, legal representatives, or successors of Wealth Assistants. ("Class Members")

6. What Are the Exceptions to Being Included?

You are not a Class Member if you have ever been an owner, employee, legal representative, or successor of Wealth Assistants.

7. I'm Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can email Stretto, which is acting as Settlement Administrator, at WealthAssistantsInfo@Stretto.com, or Class Counsel, whose contact information is listed above.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What Do the Settlements Provide?

Settling Defendants have agreed to pay \$222,000 in cash pursuant to the Settlements. These payments, less all costs of administration of the Settlements, and reasonable attorneys' fees and litigation expenses awarded to Class Counsel, shall constitute the "Net Settlement Fund" available for distribution to Class Members pursuant to the distribution method discussed below.

9. How Will the Settlements Be Allocated?

The Net Settlement Fund will be distributed to Class Members *pro rata* following final approval of the Settlements. Stretto is an administrator that will serve as the Settlement Administrator in this Action. The Settlement Administrator will issue a check to each Class Member pursuant to the plan of distribution approved by the Court.

It is not possible to determine how much any individual Class Member may receive from the Settlement Fund at this time. Payment shall be conclusive against all Class Members. No person shall have any claim against the Class Representative, Class Counsel, Settling Defendants, Settlement Administrator, or other person designated by Class Counsel or Settling Defendants and/or the other released parties and/or their counsel based on distributions made substantially in accordance with the Settlements or further orders of the Court.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How Will I Get a Payment?

To qualify for a payment, you must send in a claim form. A claim form is available at this link: www.WealthAssistantsSettlement.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, and sign it electronically no later than _____, 2026.

The Settlement Administrator will calculate your losses stemming from your purchase of the business opportunity offered by Wealth Assistants. Those losses will equal the amount of money you paid to Wealth Assistants, less any money you received as a result of the business opportunity you purchased from Wealth Assistants. The Settlement Administrator will rely on the Claim Form that you may submit to determine your losses. Your share of the Net Settlement Fund will be calculated *pro rata* to your losses.

If the Court grants final approval of the Settlements, Class Members who adequately complete the claim form will receive a check in the mail from the Settlement Administrator representing each Class Member's share of the Settlement Fund.

11. When Will I Get My Payment?

The Court will hold the Fairness Hearing on _____, 2026, to decide whether to approve the Settlements. If the Court approves the Settlements, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps several years. Please be patient.

12. What Am I Giving Up to Get a Payment or Stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants about the claims asserted in this Action or that could have been asserted in this Action. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Claims against the Released Parties as outlined below.

a. Terms of the Settlement Releases

The "Released Parties" are (1) Defendants Max K. Day; Max O. Day; Michael Day; Jared Day; Precision Trading Group, LLC; and Providence Oak Properties LLC (collectively, the "Day Defendants"); (2) Christine Hagar; (3) Total Apps, Inc.; and Reyhan Pasilni (collectively, the "Total Apps Defendants"); and (4) Travis Marker; The Law Office of Travis R. Marker, a

Professional Corporation (d.b.a. "Marker Law and Mediation"); and Parlay Law Group, A Professional Corporation (collectively, the "Marker Defendants") ("Day Defendants," Christine Hagar, "Total Apps Defendants," and "Marker Defendants" are referred to collectively as the "Settling Defendants"). The Settlements with the Day Defendants also includes the Releasing Parties' agreement to release claims against each of the Day Defendants' respective past, and present, and future directors, officers, shareholders, members, employees, agents, attorneys, trustees, beneficiaries, representatives, principals, partners, joint venturers, subsidiaries, parent and sister corporations, affiliates, insurers, spouses, family members, heirs, predecessors, successors, and assigns (the "Day Releasees"). The Settlements with the Total Apps Defendants also includes the Releasing Parties' agreement to release claims against the Total Apps Defendants' agents, employees, contractors, partners, representatives, attorneys, insurers, sureties, trustees, administrators, predecessors, heirs, successors, and assigns affiliated companies or companies in which they have an ownership interest, and each of their parents, subsidiaries, divisions, partners, joint ventures, sister corporations, predecessors, successors, heirs, and assigns, owners, directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries, and insurers.

The "Releasing Parties" include the Settlement Class Representatives, all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class, and any person or entity claiming by, for, on behalf of, or through them. The "Released Claims" include any and all liabilities, claims, causes of action, suits, debts, liens, rights, duties, obligations, agreements, promises, representations, damages, costs (including costs of suit and attorneys' fees and expenses), or demand, of whatever nature, character, type, or description, whether known or unknown, existing or potential, or suspected or unsuspected (hereinafter, all of the foregoing matters shall collectively be referred to as the, "Class Released Claims"), which the Releasing Parties now own or hold, or have at any time heretofore owned or held, against the Released Parties and the Day Releasees and that are arising from, relating to, or in connection with the Action, including any claims that were brought or could have been brought in the Action, irrespective of any undiscovered or after-acquired information.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from the Settlements, but you want to keep any right you may have to sue or continue to sue the released parties on your own for any released claims, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How Do I Get Out of the Class?

To exclude yourself from the Class, you must mail to the Settlement Administrator a written request for exclusion to the address listed below, postmarked no later than _____, 2026. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name and contact information (telephone number, email, and/or mailing address); (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) an unequivocal reference by name of the Litigation, e.g., "*David Hough, et al. v. Ryan Carroll, et al. (Case No. 2:24-cv-02886)*," and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf.

Requests for exclusion should be sent to:

Stretto:
Wealth Assistants Settlement
EXCLUSIONS
c/o Stretto
410 Exchange, Ste. 100
Irvine, CA 92602

You cannot exclude yourself on the phone or by e-mail. Your request must be in writing and signed by you or an individual authorized to act on your behalf. If you ask to be excluded, you are not eligible to get any Settlement payment, and you cannot object to the Settlements. By excluding yourself from the Class, you are also excluding yourself from any participation in the Action. You will not be legally bound by anything that happens in Action, and will not receive any benefit from the Action.

14. If I Do Not Exclude Myself, Can I Sue Defendants for the Same Claim Later?

No. Unless you exclude yourself, you give up any right to sue Settling Defendants and the released parties for the released

claims. If you have a pending lawsuit against Settling Defendants or the released parties, speak to your lawyer in that case immediately.

15. If I Exclude Myself, Can I Get Money from the Settlements?

No. If you exclude yourself, you will not be entitled to any recovery under the Settlements described here. But, you may sue, continue to sue, or be part of a different lawsuit against Settling Defendants or the Released Parties asserting a released claim.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed Banks Law Office and Richard A. Nervig, P.C. as Class Counsel to represent you and other Class Members. These lawyers will apply to the Court for payment from the Settlement Funds; you will not otherwise be charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will the Lawyers Be Paid?

At the Fairness Hearing, Class Counsel will request the Court to award reasonable attorneys' fees from the Settlement Fund, and for reimbursement of charges and expenses that were incurred in connection with the Action. If approved, this compensation will be paid from the Settlement Funds. Class Members are not personally liable for any such fees or expenses. The fees requested will compensate Class Counsel for their work in achieving the Settlement Funds and will be within the range of fees awarded to class counsel under similar circumstances in other cases of this type. Class Counsel will not request more than \$55,500 in attorneys' fees or more than \$10,000 in reimbursements of charges or expenses. The Court may award less than these amounts.

18. Can I Make an Appearance in this Action?

Yes. Any Class Member may make an appearance in this Action through their own counsel, at their own expense.

OBJECTING TO THE SETTLEMENTS

You can tell the Court that you do not agree with the Settlement or Class Counsel's request for an award of attorneys' fees, charges, and expenses.

19. How Do I Tell the Court that I Do Not Agree with the Settlement, Class Counsel's Request for an Award of Attorneys' Fees and Expenses?

If you are a Class Member (and have not excluded yourself from the Class), you can object to the Settlements or Class Counsel's request for an award of attorneys' fees, charges, and expenses in representing the Class. Any objection must be in writing and must include all grounds for the objection. The Court will consider your views. To object, you must send a letter saying that you object to the Settlements in *David Hough, et al. v. Ryan Carroll, et al.*, Case No. 2:24-cv-02886-WLH; whether your objection(s) applies only to you, to a specific subset of the class, or to the entire class; and the reasons for your objection(s). Be sure to include your name, address, telephone number, and your signature. Any objection to the Settlements must be mailed or delivered such that it is received by the Court no later than _____, 2026 at the address below, and any objection to Class Counsel's request for an award of attorneys' fees, charges, and expenses must be mailed or delivered such that it is received by the Court no later than _____, 2026 at the address below:

Court:
Clerk of the Court
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
First Street U.S. Courthouse,
350 W. 1st Street
Suite 4311
Los Angeles, CA 90012

Class Members will be able to view Class Counsel's requests for final approval of the Settlements, along with Class Counsel's motion for attorney's fees, along with any supporting documentation on the Settlement Administrator's website at www.WealthAssistantsSettlement.com. These documents will be available on the website the day after they are filed with the Court, which is _____, 2026 for the final approval of Settlements and _____, 2026 for the attorney's fees and litigation expenses.

20. What Is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlements. You may attend and you may ask to speak, but you do not have to.

21. When and Where Will the Court Decide Whether to Approve the Settlements?

The Court will hold the Fairness Hearing at the United States Courthouse at 350 W. First Street, Courtroom 9B, Los Angeles, CA 90012 on _____, 2026. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees, charges, and expenses. The Court may decide these issues at the hearing or take them under consideration.

We do not know how long these decisions will take. The Court may adjourn or continue the Fairness Hearing without further notice to the Class.

22. Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions that the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your intention to appear in *David Hough, et al. v. Ryan Carroll, et al.*, Case No. 2:24-cv-02886. Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be received no later than _____, 2026, by the Clerk of the Court and Class Counsel. You cannot speak at the hearing if you exclude yourself from the Class because the Settlements no longer affect you. You also cannot speak at the hearing if you have not provided written notice of your intention to speak at the Fairness Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

You do not have to do anything to participate in the Settlements. If the Court grants final approval of the Settlements, you will be bound by the Settlements (including the releases provided in the Settlements) and will receive a payment based on the distribution method discussed above.

GETTING MORE INFORMATION

25. Are There More Details About the Settlements?

This Notice summarizes the proposed Settlements but does not contain all the details included in the Settlements. You can get a copy of the Settlement Agreements at www.WealthAssistantsSettlement.com or by contacting the Settlement Administrator at the contact information provided below.

26. How Do I Get More Information?

You can call the Settlement Administrator toll-free at (937)-235-8988, email the Settlement Administrator at WealthAssistantsInfo@Stretto.com, or visit the Settlement Administrator's website at www.WealthAssistantsSettlement.com.

You can also contact Class Counsel:

BANKS LAW OFFICE
Nico Banks
1121 SE Sherman St.
Unit A
Portland, OR 97214
nico@bankslawoffice.com

RICHARD A. NERVIG, P.C.
Richard Nervig
501 West Broadway, Suite 800
San Diego, CA 92101
richard@nerviglaw.com

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: _____, 2026

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF
CALIFORNIA