

# EXHIBIT D

## 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 Total Apps, Inc. and Reyhan Pasinli (collectively, “**Total Apps Defendants**”) on the other hand (each Plaintiff and Total Apps Defendant are 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, on May 20, 2024, Plaintiffs filed their First Amended Complaint in the Action, which asserted claims as against Total Apps Defendants;

WHEREAS, on December 4, 2024, Plaintiffs filed their Second Amended Complaint in the Action, which asserted claims as against Total Apps Defendants;

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

WHEREAS, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue prosecuting the Action against Total Apps 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 Total Apps 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 Total Apps 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) Total Apps 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, Total Apps Defendants generally and specifically deny that 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 Total Apps 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 Total Apps 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 Total Apps 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 Total Apps 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.

## **AGREEMENT**

NOW, THEREFORE, 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:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated by this reference as though fully set forth herein.
2. **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**").

**3. 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, Total Apps 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, Total Apps 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.

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

(a) Because the Agreement is binding on members of the Class, notice of the Agreement (“**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 shall be responsible for identifying the names, last known mailing addresses, and email addresses of the Class Members. Class Counsel shall first mail the notice, by first class mail, to each Class Member’s last known mailing address. 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. 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 (a) determine the amount of the allowed claim of each class member, and (b) 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 costs shall be paid from the Settlement Payment. Total Apps Defendants are not required to pay any administrative costs, or any other costs or fees, apart from the Settlement Payment.

(e) Plaintiffs shall provide notice to the class members, 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 mailing of the Class Notice to Class Members. 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.

## 5. 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 Total Apps 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.

**6. Settlement Payment and Relief for the Benefit of the Plaintiffs and Class.**

(a) No later than fourteen (14) days after the date of entry of the Preliminary Approval Order, Total Apps Defendants shall pay the total settlement sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (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 Total Apps Defendants shall be jointly and severally responsible for the Settlement Payment. In no event shall Total Apps 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 Total Apps 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 attorney 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 against the Total Apps Defendants 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 Total Apps 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.

**7. Attorneys' Fees and Costs**

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 Total Apps Defendants be required to pay any additional sums beyond the Settlement Payment pursuant to this Agreement.

**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 Total Apps Defendants.

**9. Released Parties and Claims.** 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 and the Class Members who did not opt-out in accordance with the terms and conditions of Paragraph 3 above (collectively, the "**Class Releasers**") generally release and forever discharge Total Apps Defendants, and any of their 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 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, which the Class Releasers now own or hold, or have at any time heretofore owned or held, against Total Apps Defendants, and that are arising from, relating to, or in connection with the Action, irrespective of any undiscovered or after-acquired information. (hereinafter, all of the foregoing matters shall collectively be referred to as the, "**Released Claims**").

**10. California Civil Section 1542 Waiver.** The Class Releasors 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 Releasors acknowledge and agree that as further consideration and inducement for the compromise settlement contained herein, the Class Releasors 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 Releasors agree and acknowledge that the released claims extend to and include unknown and unsuspected claims.**

The Class Releasors have made an investigation of the facts pertaining to this Agreement and to the Released Claims as they deem necessary. The Class Releasors 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 Releasors 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 Releasors 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 Releasors expressly understand and agree that the foregoing waiver shall hereby and forever extinguish their respective rights to assert any claims against the Total Apps Defendants arising from, relating to, or in connection with the Action, irrespective of any undiscovered or after-acquired information. The Class Releasors 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, Total Apps Defendants, and Total Apps 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 Total Apps Defendants of any liability, including any liability for any alleged fraud or aiding and abetting fraud. Except as set forth herein, Total Apps 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. **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.

22. **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.

23. **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.

24. **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.

**25. 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  
\_\_\_\_\_  
By: David Hough

*David Hough*  
\_\_\_\_\_  
David Hough (Dec 12, 2025 10:17:23 PST)

**AMUND THOMPSON**

Date: 12/11/25  
\_\_\_\_\_  
By: Amund Thompson

*Amund Thompson*

**ISABEL RAMOS**

Date: 12/12/25  
\_\_\_\_\_  
By: Isabel Ramos

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

**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

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

[Additional Signature Pages to Follow]

**REYHAN PASINLI**

Date: Dec 15, 2025

R. Pasinli  
R. Pasinli (Dec 15, 2025 10:44:51 PST)

By: Reyhan Pasinli

**TOTAL APPS INC.**

Date: Dec 15, 2025


R. Pasinli  
R. Pasinli (Dec 15, 2025 10:44:51 PST)

By: Reyhan Pasinli on behalf of Total Apps Inc.

**APPROVED AS TO FORM:**

**BANKS LAW OFFICE**

*Counsel for Plaintiffs and Class Members*

By:   
Nico Banks, Esq.

Date: 12/11/25

**RICHARD A. NERVIG, P.C.**

*Counsel for Plaintiffs and Class Members*

By:   
Richard A. Nervig, Esq.

Date: 12/12/25

**WATTS LAW LLP**

*Counsel for Total Apps Defendants*

By:   
Geoffrey Brethen, Esq.

Date: December 15, 2025