

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and among, Kemal Hameed (“Claimant”), on behalf of himself and the Settlement Classes (as defined below), on the one hand, and PharmaCnn Inc. (“Pharmacann”), on the other hand. Claimant, Class Counsel (as defined below) and Pharmacann hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Arbitrator (as defined below) of a Final Approval Order (as defined below), all claims of Claimant and the Settlement Class Members (as defined below) in the action entitled *Kemal Hameed, and those similarly situated v. Pharmacann Inc.*, to be filed with mutually agreed to arbitrator, (the “Action”), shall be settled, compromised, and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. The Action alleges that Pharmacann violated two provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “FCRA”). Claimant alleges Pharmacann violated 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii) by either providing deficient disclosure and authorization forms to potential employees for purposes of obtaining consent to obtain pre-employment background checks or not providing said forms as required under the FCRA.

B. On September 7, 2023, the Claimant brought the basis of this Action to Pharmacann’s attention, and the Parties agreed to toll the statute of limitations for the purpose of investigating their respective position and entertain possible early resolution of the class claims. Through pre-mediation discovery and exchange of information, the Parties determined and agreed the underlying facts giving rise to the alleged violations of 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii) were limited in scope to the Maryland location previously owned by ForwardGro, later acquired by Pharmacann during the statute of limitations period, with the alleged violations occurring under ForwardGro’s management.

C. Pharmacann, at all times, vigorously denied all claims asserted in the Action as to any alleged conduct by it, and denies all allegations of wrongdoing and liability. However, Pharmacann was amenable to exploring early resolution as an

alternative to prolonged litigation, and the parties entered into a tolling agreement as to class members related to the former ForwardGro operations.

D. On April 18, 2024, the Parties mediated the action with a well-respected class action mediator, Scott Callen. Claimant desires to settle the Action because it represents a good outcome for the putative classes without further risk or delay. Pharmacann desires to settle the Action on the terms set forth herein for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings. This Agreement results from and is the product of extensive, good faith, and arm's length negotiations.

E. The Parties enter into this Agreement, subject to preliminary approval and final approval as required under Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge and release all rights and claims of Claimant and the Settlement Class Members (as defined below) in exchange for Pharmacann's agreement to pay the amount of **\$115,000.00**, inclusive of Settlement Awards, Class Counsel's attorneys' fees and costs, settlement administration, and a service award of \$5,000 to Claimant, but exclusive of Claimant's separate individual separate release to Pharmacann for additional previously agreed upon good and valuable consideration, as well as the separate sum \$2,650.00 to be paid by Pharmacann directly to the Arbitrator as set out in Section II.A.3.

F. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Claimant, on behalf of himself as well as on behalf of the Settlement Class, and Pharmacann agree to the Agreement (as defined below), subject to approval by the Arbitrator, as follows:

II. DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. “**Action**” means the action entitled *Kemal Hameed, and those similarly situated v. Pharmacann Inc.*, to be filed in arbitration before the Arbitrator.

2. “**Agreement**” means this Settlement Agreement and Release and the attached exhibits.

3. “**Arbitrator**” means Michael Russell, <https://www.michaelrussellonline.com/about-michael>, or another individual mutually agreed to by the Parties. The Arbitrator has agreed to administer this settlement for a not to exceed amount of \$5,300. \$2,650 of this amount will be paid by Pharmacann separate and apart from this settlement. \$2,650 will be paid by Class Counsel subject to reimbursement as a settlement cost sought in this action.

4. “**Settlement Administrator**” means ILYM Group, Inc. The Settlement Administrator shall be responsible for providing the Class Notices as well as services related to administration of the Settlement. The Settlement Administrator has agreed to administer this settlement for a not to exceed amount of \$4,000.

5. “**Class Counsel**” means Outten & Golden LLP, who will seek appointment as counsel for the Settlement Class.

6. “**Class Notice**” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement. A description of the contemplated Class Notice is provided in Section III.E of this Agreement and attached as Exhibit 2. Class Counsel agree to setup on their website the webpage linked to in the Class Notice, which will provide a FAQ and relevant settlement documents.

7. “**Class List**” means the list of sixty-six (66) individuals identified as belonging to the Settlement Class, including Claimant.

8. “**Class Period**” means the period from September 7, 2021 through the date of Preliminary Approval.

9. “**Effective Date**” means the 31st day after the last of the following dates:

- a. All Parties have executed this Agreement;
- b. The Arbitrator has entered, without material change, the Final Approval Order; and
- c. The final disposition of any related appeals, including without limitation appeals of persons who have objected to the Settlement.

10. “**FCRA**” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

11. “**Final Approval Hearing**” means the hearing during which the Arbitrator considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the service award to the named Claimant.

12. “**Final Approval Order**” means the order and judgment that the Arbitrator enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 3.

13. “**Final Approval**” occurs on the date that the Arbitrator enters, without material change, the Final Approval Order.

14. “**Pharmacann**” means Pharmacann Inc., its parent, subsidiaries, and franchisees identified in the definitions of the Disclosure and Authorization Class.

15. “**Pharmacann’s Counsel**” means D’Ontae Sylvertooth and Jennifer Monroe Moore of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

16. “**Notice Deadline**” shall have the meaning set forth in Section III.B.1 of this Agreement.

17. “**Opt-Out and Objection Deadline**” shall be set sixty (60) days from the date of Preliminary Approval Order by the Arbitrator.

18. “**Parties**” means named Claimant and Pharmacann.

19. **“Claimant”** means Kemal Hameed.
20. **“Preliminary Approval Order”** means the order that the Arbitrator enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit 1. “Preliminary Approval” occurs on the date that the Arbitrator enters, without material change, the Preliminary Approval Order.
21. **“Released Claims”** means all claims to be released as set forth in Section III.H of this Agreement. The “Releases” means all of the releases contained in Section III.H of this Agreement.
22. **“Released Parties”** means those persons and entities released as set forth in Section III.H of this Agreement.
23. **“Releasing Parties”** means Claimant and each and all Settlement Class members, on behalf of themselves and to the extent allowable under law their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, any other person or entity claiming through them, as set forth in Section III.H of this Agreement.
24. **“Settlement”** means the settlement which the Parties have entered to resolve the Action and which is intended to resolve all Released Claims and all other claims asserted in the Action by or on behalf of the Settlement Class. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.
25. **“Settlement Award”** means a cash award that may be available to eligible Settlement Class Members pursuant to Section III.F of this Agreement.
26. **“Settlement Class”** and **“Settlement Class Member”** means the employees of, and job applicants at, Pharmacann’s Maryland cultivation and processing locations, formerly ForwardGro, and who Pharmacann procured a third-party consumer report from a Credit Reporting Agency on their behalf and such procurement occurred in the two years preceding September 7, 2023 and extending to the date of this Agreement. The Parties agree that there are sixty-six (66) members of the Settlement Class.

27. “**Gross Class Settlement Fund**” means the amount of **\$115,000.00** to be paid by Pharmacann to Settlement Class Members as set forth in this Agreement.

28. “**Net Class Settlement Fund**” means the total amount of Gross Class Settlement Fund, less Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant if approved.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class. Solely for the purposes of providing Class Notice and implementing the terms of this Agreement, the Parties agree to certification of the Settlement Class. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in this Agreement is not finally approved by the Arbitrator, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Claimant, any person in the proposed Settlement Classes, Pharmacann, or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding. Should the settlement not be approved, the parties nonetheless agree to negotiate in good faith to attempt to revise the settlement to address the reasons for the denial of approval.

B. Preliminary Approval.

1. Preliminary Approval Motion. On or before twenty (20) days following selection of the Arbitrator and filing of the Petition, or by such other date as agreed upon by the Parties and approved by the Arbitrator, Claimant will move the Arbitrator for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully

satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “**Notice Deadline**”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude him or herself from the Settlement Class or seek to intervene (the “**Opt-Out and Objection Deadline**”); (g) establish a deadline for Class Counsel to move the Arbitrator for final approval of the settlement, as well as an award of attorneys’ fees and costs to be paid to Class Counsel and for the service award to be paid to Claimant; and (h) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than twenty (20) days after the Opt-Out and Objection Deadline.

2. Stay/Bar of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them, and further agree that the Final Approval Order shall include an injunction that no person who has not opted out of the Settlement Classes and no person acting or purporting to act directly or on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. A similar injunction will be included in the Final Approval Order, to apply to all Settlement Class Members.

C. Settlement Consideration.

1. The Settlement Fund. Twenty (20) days following the order of Final Approval, as full and complete consideration for the Settlement, Pharmacann shall fund the Class Settlement Fund. The Settlement Administrator shall maintain the Class Settlement Fund in a segregated account at a financial institution with more than \$10 billion in assets in an account or accounts insured by an agency or agencies of the United States Government, with insurance that exceeds the amounts deposited. The Class Settlement Fund shall be used to pay all of the following: (a) Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant; and (b) all Settlement Awards to Settlement Class Members. The Class Settlement Fund, including any interest, shall be reduced by Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant

prior to paying any Settlement Awards to Settlement Class Members. In no event shall Pharmacann's total financial obligation with respect to the Class Settlement exceed **\$115,000.00**. Pharmacann shall not, under any circumstances, be obligated to pay any amounts in addition to the Class Settlement Fund in connection with the Settlement, except the separately agreed sum for an individual release by Claimant as set out in a separate agreement and the sum \$2,650 which will be separately paid by Pharmacann directly to the Arbitrator as set out in Section II.A.3.

2. Return Of Settlement Fund In Event Of Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason including, but not limited to, Section K.3 and/or K.4 below, the money remaining in the Settlement Fund (including accrued interest), less settlement administration expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Pharmacann within fifteen (15) days of the event that causes the Agreement to not become effective.

D. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: effectuating the Notice Program pursuant to Section E; and, in the event of termination of the Settlement, returning the Settlement Fund pursuant to Section C.2, along with any accrued interest or earnings, to Pharmacann. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

1. Obtain from Pharmacann, on a confidential basis, the Class List;
2. Before mailing notice, update the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards;
3. Provide the Notice, as described herein and approved by the Arbitrator;
4. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;

5. Process all objections and requests for exclusion from persons in the Settlement Class;

6. Provide weekly reports and a final report to Class Counsel and Pharmacann' Counsel that summarize the number of requests for exclusion received that period, any objections received, the total number of exclusion requests or objections received to date and other pertinent information;

7. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Arbitrator that verifies that the Notice Program directed by the Arbitrator has been effectuated, and identifies each person in the Settlement Class who timely and properly requested exclusion from the Settlement Class and providing copies of any valid objections; and

8. Facilitate and process the payment from the Settlement Fund.

E. Settlement Class Notice Program. The Notice Program will be comprised of Direct Notice, as described below. The Settlement Administrator shall provide by the Notice Deadline:

1. Notice. Within five (5) days following Preliminary Approval, Pharmacann will provide to the Settlement Administrator the Class List identifying the members of Settlement Class. To the extent necessary, the Settlement Administrator will perform a search using the National Change of Address database and update its records prior to mailing. The Notice shall substantially be in the form attached hereto as Exhibit 2. The Notice will be a summary of the Settlement and shall include the payment date for non-excluded Settlement Class Members, as well as the procedure for objection or opt-out.

F. Settlement Awards.

1. Awards. Each Settlement Class Member will be entitled to a Settlement Award. These awards will be payable as a cash award, as described below.

2. Claims-Paid Basis. Settlement Awards shall be made on a pro rata basis to eligible Settlement Class Members who do not opt-out of the Action.

G. Distribution of Settlement Awards.

1. Calculation of the Total Settlement Award. Prior to the mailing of any Settlement Awards to Settlement Class Members, the Settlement Administrator shall calculate the Total Settlement Award to all Settlement Class Members by reducing the Class Settlement Fund by the approved Class attorneys fees and costs, settlement administration, and \$5,000.00 service award to Claimant (if approved), and dividing this sum by the number of non-excluded Class Members.

2. Settlement Award Payments. Settlement Awards shall be paid by check. The Settlement Administrator shall mail, by first-class mail, a check to each eligible Settlement Class Member receiving a check in payment of a Settlement Award within seven (7) days after the Effective Date. The Settlement Administrator will perform re-mailing, as necessary; all costs of such work will be considered settlement administration costs. Checks will be valid for 180 days from the date on the check.

3. Cy Pres. Upon the cashing of all Settlement Awards to Settlement Class Members, or upon 180 days from the mailing of Settlement Awards to Settlement Class Members (whichever is earlier), all funds remaining in the Settlement Fund shall be transferred by the Settlement Administrator to The Weldon Project (<https://www.theweldonproject.org/missiongreen>) in a manner to be determined by the parties.

H. Releases. As of the Effective Date, Claimant and the Settlement Class Members provide the following releases:

a. Claimant and each and all non-excluded Settlement Class Members, on behalf of him or herself and to the extent allowable under law their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, will be deemed to have fully released and forever discharged Pharmacann, and each and all of its present, former and future direct and indirect parent companies, subsidiaries, successors, and/or predecessors in interest and all of the aforementioned respective officers, directors, employees, attorneys, majority or controlling shareholders, and assigns (together, the “**Released Parties**”) from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation

(including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory as of the date of Preliminary Approval that arise out of or are related in any way to Pharmacann' disclosure and compliance with 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii), and any other analogous state or federal statutory or common law claim (including, but not limited to, for invasion of privacy) arising out of the application for employment (the "**Released Claims**"). Pharmacann' vendors, including any consumer reporting agencies providing Pharmacann with consumer reports for employment purposes, are specifically excluded from the definition of "**Released Parties**."

Without limiting the foregoing, the Released Claims specifically extend to claims that Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective.

I. Attorneys' Fees And Costs. Claimant shall move the Arbitrator for an award of attorneys' fees and costs to be paid to Class Counsel from the Settlement Fund at least fourteen (14) days before the Objection Deadline. Pharmacann shall not object to Claimant's attorneys' fees request so long as it is equal to or less than one-third of the Common Fund in attorneys' fees; Pharmacann also shall not object to reasonable costs. Class Counsel may receive payment of the fees and costs awarded by the Arbitrator within five (5) business days following the Effective Date and the Arbitrator's entry of an order awarding fees and costs. In addition, no interest will accrue on such amounts at any time. Class Counsel agrees to provide IRS Forms W-9 and/or other documentation required by Pharmacann to process and properly report to the taxing authorities any amounts paid.

J. General Release Compensation. Pharmacann has additionally agreed to pay Claimant Kemal Hameed the separately agreed in exchange for an individual settlement agreement relating to claims other than those released as part of this class settlement. All material terms of that individual agreement have been negotiated separately and agreed to by the parties.

K. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Class Notice no later

than the Opt-Out and Objection Deadline. Exclusion requests must: (a) be personally signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; and (c) include the following statement: “I/we request to be excluded from the Settlement in the *Kemal Hameed v. Pharmacann Inc.* action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

2. Retention of Exclusions. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon receipt, provide copies of any such requests to counsel for the Parties. The Parties will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

L. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys’ fees and costs and/or a Service Award, but only if the Settlement Class Member has first filed a written objection with the Arbitrator, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees and costs and/or Service Award.

2. Objection Requirements. To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Arbitrator by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel – Christopher M. McNerney, Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, NY 10017, and (b) Pharmacann’ Counsel – Jennifer Monroe Moore, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 100 N. Tampa Street, Suite 3600, Tampa, Florida 33602. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to

confirm, that the objector is a Settlement Class Member; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, including that the objector is objecting to the Settlement, as well as identify any documents which such objector desires the Arbitrator to consider; and (d) if the Settlement Class Member is represented by an attorney, list the attorney representative and list all other cases in which the Class Member has filed an objection.

M. Final Approval. Within thirty (30) days following expiration of the Opt-Out and Objection Period, Claimant shall request that the Arbitrator enter the Final Approval Order which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, but maintaining jurisdiction to enforce the terms of the Settlement, without costs to any party, except as provided in this Agreement.

N. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Claimant and all Settlement Class Members, but the Arbitrator will maintain jurisdiction to enforce the Settlement.

O. No Admissions. Pharmacann disclaims and denies any wrongdoing or liability whatsoever. The Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; or (b) is or may be deemed to be or may be used in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties. In addition, neither the fact of, nor any

documents relating to, settlement, the withdrawal from the Settlement, any failure of the Arbitrator to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

IV. GENERAL PROVISIONS

A. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Arbitrator. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into and this Agreement, the Settlement and their existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Action or for any other purpose. The Parties agree to negotiate in good faith to conform to the Arbitrator's guidance to obtain a Preliminary or Final Approval Order. However, if the Arbitrator does not approve or adjust the service award to Claimant or the attorneys' fees and costs, the settlement shall not be voided, but shall proceed forward, and the amount set aside for the service award and/or attorneys' fees and costs will be included in the Class Settlement Fund, such that Pharmacann's total payment shall not exceed \$115,000, except as set for in III.C.1.

B. Evidentiary Preclusion. In order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them.

C. Confidentiality. The terms of this Settlement, including the fact of the proposed Settlement, shall remain confidential until all documents are executed and a motion for preliminary approval of the Settlement is filed with the Arbitrator; provided, however, that the Parties may jointly report the pendency of the mediation and/or Settlement to the Arbitrator in the Action, and to potential settlement administrators. Pharmacann may, at its sole discretion, disclose the terms of this

Settlement to its auditors and other parties as reasonably necessary to maintain normal business operations and have the Settlement internally effectuated.

D. Future Changes In Laws Or Regulations. To the extent Congress, the Federal Trade Commission or any other relevant regulatory authority promulgates different requirements under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, or any other law or regulatory promulgation that would govern any conduct affected by the Settlement, those laws and regulatory provisions shall control. However, the Parties agree that changes in law shall not provide any basis for any attempt to alter, modify or invalidate this Agreement.

E. Destruction of Confidential Documents. It is agreed that the originals and all copies of all confidential documents, including Class List, and/or information subject to all confidentiality agreements (“Confidential Material”) provided to the Settlement Administrator shall be returned to the producing party or destroyed within sixty (60) days after the Effective Date.

F. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

G. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Arbitrator. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

H. Authority. Claimant and Pharmacann represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Claimant(s) and Pharmacann to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

I. No Assignment. No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

J. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, Pharmacann or implied, of any nature or kind by any other party, other than the warranties and representations Pharmacannly made in this Agreement.

K. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

L. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

M. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Claimant & Settlement Class:

Christopher M. McNerney
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, NY 10017
cmcnerney@outtengolden.com

As to Pharmacann:


OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
Jennifer Monroe Moore, Esq.
D'Ontae D. Sylvertooth
100 North Tampa Street, Suite 3600
Tampa, FL 33602
jennifer.moore@ogletree.com

N. Enforcement Jurisdiction. Any issues relating to enforcement or implementation of the terms of this Agreement may be brought by the Parties before the Arbitrator.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:


As to Claimant:

Date: 11/20/2024



As to PharmaCann Inc.:

Date: 12/18/2024

By: 

Name Brett C. Novey
Title: CEO - PharmaCann Inc.