

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Settlement (this "**Agreement**") is entered into by, between and among (a) DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER, and RACHEL LEWIS, individually and on behalf of all class members as defined herein and (b) ELEMENTS PRODUCTION, LLC, BANGON LLC, TESTED CONTAINED RETREATS, LLC (collectively the "**Defendants**" or "Elements") and (c) BACKBONE NORTH AMERICA, INC. ("Backbone"). Collectively, DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER, and RACHEL LEWIS, the Defendants and Backbone shall be referred to as the "**Settling Parties.**"

WHEREAS, on or about December 7, 2021, DAVID RAUS, YESSICA NAVARRO and MOYA FERENCHAK filed a class action against the Defendants on behalf of themselves and all those who purchased tickets and/or attended the Elements Music and Arts Festival 2021 from September 3-6, 2021 in Lakewood, Pennsylvania, alleging causes of action arising out of the alleged failure to properly organize, prepare and provide ticket purchasers with the experience marketed by Defendants; and

WHEREAS, on April 22, 2022, DAVID RAUS, YESSICA NAVARRO and MOYA FERENCHAK filed a First Amended Class Action Complaint in the Class Action against the Defendants, and included KATIE BINDER and RACHEL LEWIS as named plaintiffs; and

WHEREAS, on September 6, 2022, DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER and RACHEL LEWIS filed a Second Amended Class Action Complaint in the Class Action against the Defendants; and

WHEREAS, on September 29, 2022, DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER and RACHEL LEWIS filed a Third Amended Class Action Complaint in the Class Action against the Defendants; and

WHEREAS, on October 28, 2022, the Defendants commenced a third-party action against Backbone alleging causes of action sounding in contractual and common law indemnification, breach of contract and contribution; and

WHEREAS, Defendants and Backbone have each denied liability for all causes of action asserted against them in the Class Action and deny that Plaintiffs are entitled to any relief whatsoever as a result of those causes of action; and

WHEREAS, all Settling Parties have participated in a global settlement conference before Honorable Stewart D. Aaron, United States Magistrate Judge for the United States District Court for the Southern District of New York, to address all disputes between and among the Settling Parties concerning the Class Action; and

WHEREAS, the Settling Parties engaged in extensive discovery and the exchange of significant data and information necessary for the Class Action Settling Parties to evaluate Plaintiffs' Released Claims and Plaintiffs have considered the possibility that they will be unable to prevail

in the Class Action because they cannot establish a litigation class and/or prove liability, damages, or entitlement to equitable relief at trial on a class wide or individual basis; and

WHEREAS, as a result of the settlement conference, the Settling Parties' evaluation of information exchanged in connection with the mediation, and during discovery, and in order to avoid the risks and costs of continued litigation, the Settling Parties desire to resolve the Class Action between and among them to finally and forever pursuant to the terms of this Agreement and the Settlement Agreement that together will result in the dismissal, with prejudice, of the Class Action; and

WHEREAS, the Class Action Settling Parties intend this Agreement to finalize the terms of their settlement and to resolve (a) the Class Action; and (b) all of the Released Claims that have been brought or which could have been brought by the Settlement Class Members in the Class Action; and

NOW, THEREFORE, for good and valuable consideration provided for herein, it is agreed by, between, and among the Parties that, subject to Court approval, the Class Action shall be fully and completely settled according to the following terms and conditions:

1. **Definitions.** For purposes of this Settlement Agreement, the following terms shall have the meanings specified herein:

"**Agreement**" means this Stipulation of Class Action Agreement, including any permitted and executed amendments and exhibits hereto.

"**Backbone**" means Third-Party Defendant, Backbone North America, Inc.

"**Backbone's Counsel**" means the law firm of Wuersch & Gering LLP.

"**CAFA Notice**" means the notice of the proposed settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

"**Claim Award**" means the individual amounts due to Class Members (defined below) and the issuance of a Settlement Discount in accordance with the protocols and procedures outline herein.

"**Claim Deadline/Claims Period**" means the time period during which a Class Member may submit a claim form, which is the period beginning when Class Counsel mails the notice and ending [NUMBER] days later.]

"**Claim Form**" refers to the form by which Class Members seek benefits under this Settlement Agreement, substantially in the form as attached as Exhibit 1 to this Settlement Agreement.

"**Claimant**" means a Class Member who has submitted a Claim Form.

"**Class**" means all persons who purchased tickets to and/or attended the Elements Festival. Excluded from the Class are: (a) the Defendants and Backbone; (b) employees, members, directors, officers or Defendants and Backbone and their affiliated entities; (c) any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest; (d) the legal representatives, agents, heirs, successors-in-interest, or assigns of any such excluded party (e) the Judge and the Judge's immediate family. Also excluded from the Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

"**Class Action**" means the action titled *David Raus, et al., v. Elements Production, LLC, et al.*, 1:21-cv-10431-DLC, pending in the United States District Court for the Southern District of New York.

"**Class Counsel**" means the law firm of Geragos & Geragos and the law firm Kirtland & Packard LLP.

"**Class Member**" means a member of the Class.

"**Class Notice**" means the notices of the proposed settlement to be provided to Class Members ("Exhibit 2, Publication Notice (Long-Form Notice), and Exhibit 3 (Email Notice)), which are agreed upon by the Parties and will be submitted to the District Court for approval.

"**Class Period**" means the period of time from September 3, 2021 to September 6, 2021.

"**Court**" means the United States District Court for the Southern District of New York.

"**Defendants**" means ELEMENTS PRODUCTION, LLC, BANGON LLC, TESTED CONTAINED RETREATS, LLC.

"**Defendants' Counsel**" means the law firm of Ropers Majeski PC.

"**Effective Date**" means the date upon which the Settlement shall become effective and is after the time period during which any appeal, petition for hearing, or writ of certiorari has expired.

"**Elements Festival**" means the Elements Music and Arts Festival 2021, which was held on September 3, 2021 through September 6, 2021 in Lakewood, Pennsylvania.

"**Final Approval Hearing**" means the hearing at which the Court will make a final determination as to whether the terms of the Settlement Agreement are fair, reasonable, and adequate, and whether the settlement should be finally approved by the Court.

"Final Approval Order" means the order entered by the Court after the Final Approval Hearing approving the Settlement.

"Late Claim" means any Claim Form submitted by a Claimant after the expiration of the Claim Deadline.

"Named Plaintiffs" means DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER and RACHEL LEWIS.

"Notice Date" means the date that Class Action Notice is e-mailed to the Settlement Class, which date shall be no later than 14 days after Preliminary Approval.

"Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written objections, if any, to the Settlement in accordance with the Settlement Agreement.

"Opt-out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written requests for exclusion, if any, to the Settlement in accordance with the Settlement Agreement.

"Parties" means collectively, the Plaintiff(s) the Defendants and Backbone.

"Plaintiffs" means the Named Plaintiff(s)/Class Representative(s) and all Class Members.

"Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice to the Class.

"Released Claims" means the claims asserted by Plaintiffs against the Defendants that are being released as more fully set forth in Paragraph 16, Releases, hereof.

"Released Parties" means the Defendants and Backbone, together with each of their respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers who have tendered defense of the Class Action, accountants, advisors, or anyone acting on their behalf.

"Released Third-Party Claims" means the third-party claims asserted by Defendants against Backbone that are being released as more fully set forth in Paragraph 16 hereof.

"Releasing Persons" means Named Plaintiffs/Class Representatives, all Class Members who do not properly or timely opt out of the Settlement, and their respective family members, heirs, administrators, successors, and assigns.

"Request for Exclusion" means a request by a Class Member to be excluded from the class that meets all of the requirements for exclusion as set out in this Settlement Agreement, the Class Notice, and as ordered by the Court.

"Settlement" means the settlement contemplated by this Stipulation.

"Settlement Administrator" means CPT Group, chosen by Class Counsel, to be approved by the District Court to conduct various tasks, including as described herein.

"Settlement Agreement" means this Stipulation of Class Action Agreement, including any permitted and executed amendments and exhibits hereto.

"Settlement Discount" means a twenty (20) percent discount from a general admissions ticket to any single Elements event that occurs within one year following the District Court's final approval of the Settlement. The Settlement Discount shall be provided by way of a unique discount code to be issued by Defendants upon review of the list of Class Members who timely submit a Claim Form to participate in the Settlement and are eligible pursuant to the terms hereof to receive such Settlement Discount.

"Settlement Fund" means \$199,999.00, paid in the amounts of \$124,999.00 from Defendants or their insurers and \$75,000.00 from Backbone or their insurers, together with any interest and accretions thereto, which may be reduced by payments or deductions as provided herein or by District Court Order.

2. Purpose of Settlement Agreement. This Settlement Agreement is entered into among the undersigned to compromise and settle all claims that have been or could have been asserted against the Defendants and Backbone by the Named Plaintiffs or the Class and all claims that have been or could have been asserted against Backbone by Defendants arising out of or related to any conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action.

3. Submission of the Settlement to the Court for Approval. The undersigned agree to recommend approval of the Settlement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Settlement Agreement, the Plaintiffs shall submit the Settlement Agreement, together with its exhibits, to the Court along with a motion for entry of a Preliminary Approval Order ("Exhibit 4" hereto), preliminarily approving the proposed Settlement and setting a date for a hearing to determine final approval of the Settlement. The Preliminary Approval Order shall provide the court's decision whether to provide notice of the Settlement and related matters to be sent to Plaintiffs as specified herein.

4. Contributions to Settlement Fund. Within the later of: (a) thirty (30) days after entry of the Preliminary Approval Order or (b) Class Counsel providing to counsel for Defendants and Backbone payee information including an executed W9; Defendants or their insurers shall pay into the Settlement Fund the sum of \$124,999.00 (ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED NINETY NINE DOLLARS AND NO

CENTS) and Backbone or its insurers shall pay into the Settlement Fund the sum of \$75,000.00 (SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS). Such payments shall be held in the account designated by Class Counsel pending final approval of the Settlement by the Court and distribution pursuant to this Agreement. In the event the Court fails to give final approval to the settlement, the contributions to the Settlement Fund, less any payments or disbursements made pursuant to this Agreement which shall be applied to each contribution on a pro rata basis, shall be returned to Defendants and Backbone or their respective insurers.

5. Class Certification. For the purposes of this Stipulation only, the Parties agree to certification of the Class, to include all persons who purchased tickets to and/or attended the Elements Festival. Excluded from the Class are: (a) the Defendants; (b) members of the Defendants' immediate family; (c) any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest; (d) the legal representatives, agents, heirs, successors-in-interest, or assigns of any such excluded party (e) the Judge and the Judge's immediate family. Also excluded from the Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

6. Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees and expenses not to exceed 25% of the Settlement Fund concurrently with the submission of their motion in support of the Final Order and Judgment, and Defendants and Backbone agree not to object to such application. These funds shall be sought to compensate Class Counsel for fees and expenses incurred in connection with the litigation.

7. Awards to Named Plaintiffs. Class counsel shall apply to the Court to approve an Incentive Award for DAVID RAUS, YESSICA NAVARRO, MOYA FERENCHAK, KATIE BINDER and RACHEL LEWIS in an amount not to exceed \$1,000, for a total of \$5,000, subject to approval by the Court, and which the Defendants shall pay to the Named Plaintiffs within 14 of days of the Effective Date, which awards will be paid out of the Settlement Fund.

8. Distribution of Settlement Funds to Class Members. The Settlement Fund will be used to pay: (a) administrative expenses of the Settlement (including all noticing costs, which in turn includes all notices to Class Members and any required CAFA Notices); (b) distributions to Class Members as provided herein; (c) Attorneys' Fees and Costs of Class Counsel as approved by the District Court. Unless the District Court orders otherwise, after the Claim Period, the number of Class Members will be calculated and the net Settlement Fund, after payment of all notice costs and Class Counsel fees and costs as set forth herein, will be distributed proportionally to all Class Members who provided a valid Claim Form during the Claim Period, based on their particular ticket packages (admission, camping, parking) purchased. A Claim Award will not be awarded to any Claimants who submit a Late Claim.

9. The Settlement Administrator will be responsible for overseeing the administration of disbursements from the Settlement Fund. Defendants and Backbone will have no direct role in determining individual Claim Awards, cannot challenge the Claim Award to any Class Member, and will not have access to any Claim Forms. Class Action Counsel will work together with Defendants and Backbone in developing the Claim Form.

10. Settlement Administrator. The Settlement Administrator shall be responsible for disseminating Class Notice and CAFA Notices, managing Class Member data and Requests for Exclusion, and distributing the Settlement Funds. The Settlement Administrator shall be paid a fee not to exceed \$ 25,000 to perform all responsibilities as set forth in the Settlement Agreement, which will be paid out of the Settlement Fund.

11. Notice to Class Members. Defendants have furnished certain information reasonably available to them to assist in the identification of all potential Class Members, including information as to any potential Class Members who have previously received a refund (through direct refund from Defendants or credit card chargeback) or previously received a discount or discount code from Defendants. Direct notice of the Settlement will begin within 14 days after entry of the Preliminary Approval Order, unless otherwise ordered by the District Court.

During the Claim Period, each Claimant has the option to submit an electronic Claim Form or a hard-copy Claim Form as well as proof that the Claimant is a member of the Class. The Claim Form and accompanying materials will be reviewed by the Settlement Administrator. If the Settlement Administrator determines that the Claim Form is credible, the Claimant will be considered a Class Member and shall receive a Claim Award. The Discount Code portion of any Claim Award shall be sent directly by Defendants after the Settlement Administrator identifies the Class Members entitled to such discount.

CAFA Notice. Within ten (10) business days following the filing of the Motion for Preliminary Approval, the Settlement Administrator, at the direction of Defendants, shall serve the CAFA Notice upon the attorneys general of the various States and Merrick Garland, the Attorney General of the United States. The CAFA Notice shall provide notice of the proposed Settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

12. Requests for Exclusion from the Settlement. Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than twenty (20) days after Class Notice is mailed. Requests for Exclusion must state the Class Member's full name, address, email address and telephone number; a statement that the Class Member wishes to be excluded from the settlement; the case name and case number; and proof of membership in the settlement class. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Class Members agree that the satisfaction of all the Released Claims against the Defendants, as well as entry of the Final Approval Order, shall be binding upon all Class Members.

13. Blow-up Clause. Notwithstanding anything else in this Agreement, if more than ten percent (10%) of persons meeting the definition of Class Members opt-out, Defendants and Backbone shall have the unilateral option, in their sole discretion, to terminate this Agreement at its sole discretion, and this Agreement shall be null and void and this settlement of no force and effect. If Defendants so elect, it shall give notice of such termination in writing to Class Counsel

no later than ten (10) business days after receiving the list of persons who have requested exclusion from the Class as described above.

14. Objections to the Settlement. Any Class Member, who has not requested exclusion, may object to the proposed Settlement Agreement by submitting a written statement in the manner specified in the Preliminary Approval Order and in any subsequent notice or order concerning the application for Attorneys' Fees and Costs and/or for service awards to Settlement Class Action Representatives. To be timely, all written objections must be postmarked no later than twenty (20) days after class notice is mailed. A written objection must state the objecting Class Member's full name, address, email address and telephone number, and that of his or her counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the settlement class; a statement as to whether the Class Member intends to appear at the final fairness hearing, either individually or through his counsel; the Class Member's signature; and the case name and case number. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Class Action.

15. Effective Date. The Effective Date of this Settlement shall be the date when all the following have occurred:

- (a) entry of the Preliminary Approval Order;
- (b) approval by the Court of the Settlement, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- (c) judgment has been entered by the Court and become final.

16. No Admission of Wrongdoing. This Settlement Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of any Defendant, including Backbone, with respect to any claim, fault, liability, wrongdoing, or damage whatsoever. The Defendants and Backbone expressly deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and the Defendants and Backbone continue to believe the claims asserted against them in the Class Action are without merit. Notwithstanding these denials, the Defendants and Backbone have concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Settlement Agreement.

17. Releases. (a) Upon the Effective Date, as defined in Paragraph 12 hereof, the Named Plaintiffs and all members of the Class who do not timely elect to opt out of the Settlement, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release the Defendants, Backbone and their respective, agents, employees, members, officers, directors, parents, subsidiaries, affiliates, attorneys, representatives, advisors, administrators, predecessors, successors, insurers,

accountants, advisors, or anyone acting on their behalf from any and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendants or Backbone in the Class Action, under any claims under federal, state, or local law, rule, or regulation, including, but not limited to, claims for negligence, gross negligence, fraud, negligent misrepresentation, breach of contract, breach of implied covenant of good faith and fair dealing, unjust enrichment, and violation of the New York General Business Law Section 349, *et seq.* The Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code (or any like or similar statute or common law doctrine): A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk, they freely and voluntarily give the release as set forth above.

(b) Upon the Effective Date, Defendants, for themselves and their respective employees, members, directors, officers, agents, representatives and attorneys, release Backbone and their agents, employees, members, officers, directors, parents, subsidiaries, affiliates, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on their behalf from any and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that Defendants have made or could have made against Backbone in the third-party action filed in the Class Action.

18. Privacy of Documents and Information. The Parties and their Counsel agree that they shall not use any of the documents and information Defendants provided to them during the course of this litigation for any purpose other than prosecution of this Class Action.

19. Publicity. The Parties and Class Counsel agree that they will not in any manner publicize the terms of this Settlement Agreement, which includes notifying any member of the media regarding the terms and conditions of the Settlement or responding to media inquiries, and includes posting or disseminating the terms and conditions of the settlement on any social media website or Class Counsel's website. Class Counsel shall also advise Plaintiffs of this obligation.

20. Confidentiality. The terms of this Settlement shall remain confidential until this Settlement Agreement is filed in connection with a motion for preliminary approval of the Settlement, unless otherwise ordered by the Court.

21. Termination. This Settlement Agreement is entered into only for purposes of settlement. If the Court fails to finally approve the Settlement Agreement (or any part thereof) or the Final Order or Judgment is not entered into for any reason, or if Defendants terminate this Agreement pursuant to the Blow-Up provision in Paragraph __ hereof, the Settlement Agreement

will be null and void and the Parties will return to their respective positions as if this Settlement Agreement was never negotiated, drafted, or executed.

22. Entire Agreement. The recitals set forth at the beginning of this Settlement Agreement are incorporated by reference and made a part of this Settlement Agreement. This Settlement Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Settlement Agreement shall be binding unless in writing and signed by each of the parties hereto.

23. Interpretation. Should any court declare or determine any provision of this Settlement Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement. The headings within this Settlement Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, since all parties and their counsel participated in the drafting of this Settlement Agreement and it is a result of lengthy, intensive arm's-length negotiations, the presumption that ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions.

24. Governing Law and Choice of Forum. This Settlement Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws. Any action to enforce this Settlement Agreement shall be brought only in the United States District Court for the Southern District of New York.

25. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Named Plaintiff(s)/Class Representative(s) and all Class Members, for purposes of the administration and enforcement of this Settlement Agreement.

26. Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: 5/16/23


DAVID RAUS

Date: 5/16/23


JESSICA NAVARRO

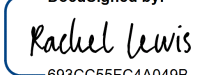
Date: 5/17/23


MOYNA FERENCHAK

Date: 5/17/23


KATIE BINDER

Date: 05/18/2023

DocuSigned by:

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RACHEL LEWIS

Date: _____

_____ for ELEMENTS PRODUCTION LLC,
BANGON LLC, and TESTED CONTAINED
RETREATS, LLC

Name: _____
Title: _____


Date: _____

_____ for BACKBONE NORTH AMERICA, INC.


Name: _____
Title: _____

Date: 5/31/2023

KIRTLAND & PACKARD LLP


Michael Louis Kelly
Connor M. Karen
GERAGOS & GERAGOS

Date: 5/30/2023



~~Daniel E. Lust, Esq.~~
Tina Glandian, Esq.
Attorneys for Plaintiffs

Date: _____

ROPERS MAJESKI P.C.

Andrew L. Margulis, Esq.
Attorneys for Defendants
ELEMENTS PRODUCTION LLC,
BANGON LLC, AND TESTED
CONTAINED RETREATS, LLC

Date: _____

WUERSCH & GERING LLP

Kevin Murphy, Esq.
Attorneys for Third-Party Defendant
BACKBONE NORTH AMERICA, INC.

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: _____

DAVID RAUS

Date: _____

YESSICA NAVARRO

Date: _____

MOYA FERENCHAK


Date: _____

KATIE BINDER

Date: _____

RACHEL LEWIS

Date: 5-22-23



for ELEMENTS PRODUCTION LLC,
BANGON LLC, and TESTED CONTAINED
RETREATS, LLC

Name: Brett Herman
Title: Managing Member

Date: _____

for BACKBONE NORTH AMERICA, INC.

Name: _____
Title: _____

GERAGOS & GERAGOS

Date: _____

Daniel E. Lust, Esq.
Tina Glandian, Esq.
Attorneys for Plaintiffs

Date: 5-22-2023

ROPER MAJESKI P.C.



Andrew L. Margulis, Esq.
Attorneys for Defendants
ELEMENTS PRODUCTION LLC,
BANGON LLC, AND TESTED
CONTAINED RETREATS, LLC

Date: _____

WUERSCH & GERING LLP

Kevin Murphy, Esq.
Attorneys for Third-Party Defendant
BACKBONE NORTH AMERICA, INC.

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: _____

DAVID RAUS

Date: _____

YESSICA NAVARRO

Date: _____

MOYA FERENCHAK

Date: _____

KATIE BINDER

Date: _____

RACHEL LEWIS

Date: _____

for ELEMENTS PRODUCTION LLC,
BANGON LLC, and TESTED CONTAINED
RETREATS, LLC

Name: _____

Title: _____

Date: 5/15/2023



for BACKBONE NORTH AMERICA, INC.

Name: Eitan Wynalda

Title: Managing Director

GERAGOS & GERAGOS

Date: _____

Daniel E. Lust, Esq.
Tina Glandian, Esq.
Attorneys for Plaintiffs

Date: _____

ROPERS MAJESKI P.C.

Andrew L. Margulis, Esq.
Attorneys for Defendants
ELEMENTS PRODUCTION LLC,
BANGON LLC, AND TESTED
CONTAINED RETREATS, LLC

Date: 5-17-23

WUERSCH & GERING LLP



Kevin Murphy, Esq.
Attorneys for Third-Party Defendant
BACKBONE NORTH AMERICA, INC.