

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL BLUE and CHRISTIAN GROH,)

Plaintiffs,)

v.)

DAN FIREMAN, CHRISTOPHER)

AKELMAN, OCTAVIO BOCCALANDRO,)

MURPHY OFUTT LCV LLC, TPCO)

HOLDING CORP., FIREMAN CAPITAL)

PARTNERS LLC, FIREMAN CAPITAL)

PARTNERS III, L.P., CROCKET)

RESOURCES S.A., and BASSLER CO)

CORP.,)

Defendants.)

C. A. No. 2021-0268-MTZ

**NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS ACTION**

TO: ALL HOLDERS OF LEFT COAST VENTURES, INC. (“LCV” OR THE “COMPANY”) COMMON STOCK AS OF JANUARY 15, 2021, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS (THE “CLASS”).

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION (AS DEFINED HEREIN). IF THE COURT (AS DEFINED HEREIN) APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED PLAINTIFFS’ CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES.

I. PURPOSE OF NOTICE

1. The purpose of this Notice of Pendency of Proposed Settlement of Class Action (“Notice”) is to inform you of the proposed settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).¹

2. Pursuant to the Settlement, Plaintiffs Michael Blue and Christian Groh (“Plaintiffs”), on behalf of themselves and on behalf of the Class (defined below), have agreed to settle and dismiss with prejudice their alleged breach of fiduciary duty, tortious interference and civil conspiracy claims against Defendants Dan Fireman, Christopher Akelman, Octavio Boccalandro, Fireman Capital Partners LLC and Fireman Capital Partners III, L.P. (collectively, “Defendants, and together with Plaintiffs, the “Parties”).

3. The Settlement resolves all actual and potential claims against Defendants. In consideration of the Settlement, a total of \$4.8 million (\$4,800,000.00) in cash will be deposited into the Escrow Account (defined below) which will be distributed to the Eligible Record Holders (defined below) directly, according to the Plan of Allocation (defined below).

4. This Notice also informs you of your right to participate in a hearing before the Court to be held on September 8, 2026, at 11:00 a.m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”) to: (a) certify the Class, and appoint Plaintiffs as Class representatives and Plaintiffs’ Counsel as Class counsel for Settlement purposes; (b) determine whether the proposed Settlement should be approved as fair, reasonable and adequate, and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice and all of the Released Defendants’ Claims against the Released Plaintiff Parties and all of the Released Plaintiffs’ Claims against the Released Defendant Parties should be released; (d) consider the Fee Application by Plaintiffs’ Counsel for attorneys’ fees, costs, and payment of expenses; (e) hear and rule on any objections to the Settlement and/or Plaintiffs’ Counsel’s Fee Application; (f) determine whether an Order and Final Judgment approving the Settlement should be entered; and (g) rule on other such matters as the Court may deem appropriate.

5. This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

6. If the Court approves the Settlement, Plaintiffs and Defendants will ask the Court at the Settlement Hearing to enter a Judgment dismissing the Action with prejudice as to Defendants.

7. If you are a member of the Class, you will be bound by any Judgment entered in the Action. You may not opt out of the Class.

II. BACKGROUND OF THE ACTION

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

8. Plaintiffs were common stockholders of Left Coast Ventures, Inc. (“LCV” or the “Company”).

9. On March 30, 2021, Plaintiffs (along with named plaintiff Ling “Chrissie” Yim (“Yim”) initiated this action (the “Action”) by filing their Verified Complaint in the Action alleging (i) breaches of fiduciary duty (Count I), (ii) tortious interference (Count II), and (iii) civil conspiracy (Counts III and IV) against Defendants and Crocket Resources S.A., and Bassler Co Corp. (together Crocket Resources S.A. and Bassler Co Corp. are referred to as the “Non-Appearing Defendants”).

10. On April 21, 2021 and April 27, 2021, Defendants moved to dismiss the Complaint under Court of Chancery Rule 12(b)(6) (collectively the “Motions to Dismiss”).

11. On July 18, 2021, Plaintiffs commenced discovery by serving Document Requests directed to Defendants, and a third-party subpoena upon Cooley, LLP, counsel for the Company.

12. On July 2, 2021, Defendants filed their Opening Brief in Support of the Motions to Dismiss and moved for a protective order staying all discovery pending resolution of the Motions to Dismiss (“Motion to Stay”).

13. Briefing on the Motions to Dismiss and the Motion to Stay concluded on October 18, 2021.

14. On November 9, 2021, oral argument was held on the Motions to Dismiss and the Motion to Stay. At the conclusion of the November 9, 2021 hearing, the Court granted the Motion to Stay and took the Motions to Dismiss under advisement. An Order implementing the Motion to Stay was entered by the Court on November 9, 2021.

¹ The complete terms of the Settlement are set forth in the Stipulation and Agreement of Comprise and Settlement (the “Stipulation”), which can be viewed and/or downloaded at www.LeftCoastVenturesSettlement.com. All capitalized terms not defined herein shall have the meaning ascribed in the Stipulation.

15. On February 28, 2022, the Court issued its Memorandum Opinion on the Motions to Dismiss, (i) granting the Motions to Dismiss as to Counts II and IV of the Complaint, and (ii) denying the Motions to Dismiss as to Counts I and III of the Complaint. An Order implementing the Court's rulings on the Motions to Dismiss was entered on March 8, 2022.

16. On May 9, 2022, Defendants filed their Answer to the Complaint.

17. From May 2022 through November 2023, the parties engaged in further discovery, including service of reciprocal document requests and interrogatories and extensive non-party subpoenas for documents and testimony, including service of subpoenas upon Michael Auerbach ("Auerbach"), Brett Cummings ("Cummings"), the Company, Gold Flora Corporation (formerly TPCO), and Tilray Brands, Inc., among others.

18. Beginning in April 2023, the Parties began an extensive mediation effort with the Honorable Andrea L. Rocanelli (Ret.).

19. On October 24, 2023, the Parties stipulated to the dismissal of Yim as a plaintiff. By Order dated October 24, 2023, Yim was dismissed from the Action.

20. On November 5, 2023, the Parties' efforts to mediate concluded unsuccessfully.

21. On November 21, 2023, Plaintiffs moved for class certification.

22. On January 22, 2024, Plaintiffs filed a Motion for Leave to Amend the Complaint (the "Motion to Amend") to pursue alleged conspiracy and aiding and abetting claims against additional defendants Auerbach, Murphy Ofutt LCV LLC ("Murphy Ofutt"), Barry A. Brooks ("Brooks") and TPCO (collectively, Auerbach, Murphy Ofutt, Brooks, and TPCO are referred to as the "Additional Defendants").

23. On January 29, 2024, the Court granted the Motion to Amend.

24. On February 2, 2024, Plaintiffs filed their Amended Verified Complaint (the "Amended Complaint").

25. On February 28, 2024, Defendants filed their Answer to the Amended Complaint.

26. On April 12, 2024, defendant TPCO Holding Corp. ("TPCO") filed its Answer to the Amended Complaint.

27. On May 31, 2024, TPCO served its first set of discovery requests to Plaintiffs.

28. On June 14, 2024, defendants Brooks and Auerbach each moved to dismiss the Amended Complaint pursuant to Court of Chancery Rules 12(b)(2) and 12(b)(6).

29. On July 15, 2024, Plaintiffs filed a Motion for Leave to Amend the Complaint to include additional breach of fiduciary allegations against Auerbach following Plaintiffs' inspection and investigation of documents produced by Auerbach ("Second Motion to Amend").

30. On July 22, 2024, the Court granted the Second Motion to Amend.

31. On July 25, 2024, Plaintiffs filed their Second Amended Verified Complaint (the "Second Amended Complaint").

32. On August 8, 2024, defendants Auerbach and Brooks each moved to dismiss the Second Amended Complaint pursuant to Chancery Court Rules 12(b)(2) and 12(b)(6) (collectively the "Auerbach and Brooks' Motions to Dismiss").

33. On August 26, 2024, Defendants and TPCO filed their respective Answers to the Second Amended Complaint.

34. Briefing on the Auerbach and Brooks' Motions to Dismiss concluded on January 15, 2025.

35. On April 28, 2025, the Court granted the Brooks Motion to Dismiss.

36. On May 6, 2025, oral argument was held on the Auerbach Motion to Dismiss.

37. On July 25, 2025, the Court granted the Auerbach Motion to Dismiss.

38. On December 29, 2025, the Court set trial dates in the Action for September 8-11, 14, 2026.

39. During the litigation, including after their unsuccessful mediation, the Parties periodically engaged in settlement negotiations. On February 24, 2026, the Parties reached an agreement in principle to settle the Action. The Stipulation sets forth the terms of the Settlement.

40. The Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, relinquish, settle, and discharge the Released Plaintiffs' Claims and the Released Defendants' Claims with prejudice.

41. The Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

42. Plaintiffs continue to believe that their claims have legal merit but also believe that the Settlement set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel (defined below) have considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiffs' Claims; (iii) the probability of success on the merits of the Released Plaintiffs' Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiffs' Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiffs' Claims on the terms set forth in the Stipulation.

43. Based on Plaintiffs' Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2021, Plaintiffs' Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon the evaluation of Plaintiffs and Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in the Stipulation.

44. Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of LCV and its stockholders. Each of the Defendants asserts that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of LCV and all its stockholders. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that Defendants have or could have asserted. Defendants entered into the Stipulation solely because they consider it desirable that the Released Plaintiffs' Claims be settled and dismissed with prejudice to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiffs' Claims.

III. SUMMARY OF THE CLAIMS, ISSUES, DEFENSES AND RELIEF SOUGHT

45. The claims and relief sought are set forth in the Second Amended Complaint attached hereto as Exhibit 1, and the Court's February 28, 2022 Memorandum Opinion on the Motions to Dismiss, attached hereto as Exhibit 2. As set forth in these documents, Plaintiffs alleged that on November 24, 2020, Dan Fireman, Christopher Akelman, and Octavio Boccalandro breached their fiduciary duty to Plaintiffs and other Company stockholders by, while acting as Company directors, approving amendments to convertible notes and warrants the Company had issued to Fireman Capital Partners III LP, Crocket Resources S.A. and Bassler Co Corp. Plaintiffs alleged that these amendments resulted in approximately \$31.3 million wrongfully being paid to these note and warrant holders when the Company was acquired by Subversive Capital Acquisition Company on January 15, 2021. At the time the amendments were approved, Fireman Capital Partners III LP is alleged to have held voting control over the Company and to have appointed Dan Fireman, Christopher Akelman, and Octavio Boccalandro to the Company's board of directors.

46. Plaintiffs alleged in the Second Amended Complaint that because of the foregoing, Dan Fireman, Christopher Akelman, Octavio Boccalandro, Fireman Capital Partners III LP (along with its alleged controller, Fireman Capital Partners LLC) Crocket Resources S.A. and Bassler Co Corp. breached their fiduciary duties to the Company's stockholders. Plaintiffs sought a declaration that the Defendants had breached their fiduciary duties, a declaration that the challenged amendments to the notes and warrants were void, and monetary relief on a class-wide basis.

47. Defendants asserted, among other things, that the amendments to the notes and warrants were appropriate to ensure that the notes and warrants accurately reflected the agreements the parties thereto had reached when the notes and warrants were executed, and a failure to agree to these corrections could result in liability for the Company. Defendants contended further that Dan Fireman, Christopher Akelman, Octavio Boccalandro were exculpated by the Company for any liability pursuant to its certificate of incorporation.

IV. DEFINITIONS:

In addition to the terms defined elsewhere in this Notice, the following capitalized terms, used in this Notice, shall have the meanings specified below:

(a) "Administrative Costs" means all costs, fees, and expenses incurred in connection with providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice, and the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement.

(b) "Administrator" means the settlement administrator selected by Plaintiffs' Counsel to provide notice to the Class and administer the Settlement.

(c) "Class" means a non-opt out class, for Settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), of all former holders of Left Coast Ventures, Inc. common stock as of January 15, 2021, together with their successors and assigns, but excluding the Excluded Persons (the "Class").

(d) "Class Member" means a member of the Class.

Questions? Email info@LeftCoastVenturesSettlement.com, or visit <https://www.LeftCoastVenturesSettlement.com>.

- (e) “Closing” means the closing date of the Merger on January 15, 2021.
- (f) “Court” means the Court of Chancery of the State of Delaware.
- (g) “Defendants’ Counsel” means the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP.
- (h) “Effective Date” means the first business day following the date the Judgment becomes Final.
- (i) “Eligible Record Holder” means the record holder of any shares of LCV common stock as of January 15, 2021, provided that no Excluded Person may be an Eligible Record Holder.
- (j) “Escrow Account” means the account that is to be maintained by the Administrator and into which the Settlement Consideration shall be deposited. The funds deposited into the Escrow Accounts shall be invested in instruments backed by the full faith and credit of the U.S. Government or agency thereof, or in money funds holding only instruments backed by the full faith and credit of the U.S. Government and the proceeds of these instruments shall be reinvested at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Consideration.
- (k) “Excluded Persons” means Defendants, the Additional Defendants, and the Non-Appearing Defendants, and any person, firm, trust, corporation or other entity related to or affiliated with any of Defendants, the Additional Defendants, and the Non-Appearing Defendants. Excluded Persons also include any trusts, estates, entities, or accounts that held LCV shares for the benefit of any of the foregoing.
- (l) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs’ Claims and the Settlement.
- (m) “Final,” when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.
- (n) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.
- (o) “Net Settlement Fund” means the Settlement Fund, as defined in this Stipulation, less (i) any Fee and Expense Award; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) any other Court-approved deductions.
- (p) “Notice” means the Notice of Pendency and Proposed Settlement of Class Action substantially in the form attached hereto as Exhibit B.
- (q) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.
- (r) “Plaintiffs’ Counsel” means the law firm of Prickett, Jones & Elliott, P.A.
- (s) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section II.B and the Notice, or otherwise approved by the Court.
- (t) “Released Claims” means the Released Plaintiffs’ Claims and the Released Defendants’ Claims.
- (u) “Released Defendant Parties” means Defendants, as well as their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trusts, trustees, executors, administrators, estates, heirs, insurers, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

(v) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign or other law or rule that arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for (i) claims to enforce this Stipulation and the Settlement or (ii) any claims to enforce the Judgment or any other Final order or judgment entered by the Court.

(w) “Released Parties” means Released Plaintiff Parties and Released Defendant Parties.

(x) “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and Plaintiffs’ Counsel.

(y) “Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule (i) that arise from Plaintiffs/Class Members’ capacity as former LCV stockholders; and (ii) that Plaintiffs or any other member of the Class (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action, or in any other action or proceeding in any forum, individually or on behalf of the Class, that (i) relate to, or arise out of, the facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act that were alleged in the Action and (ii) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of LCV common stock during the Settlement Class Period, including, but not limited to, any claims related to (1) the Merger or Merger agreement or (2) any disclosures relating to or concerning the Merger or the Company, except for claims to enforce this Stipulation, the Settlement, the Judgment, or any other Final order or judgment entered by the Court.

(z) “Scheduling Order” means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(aa) “Settlement” means the settlement contemplated by this Stipulation of the claims asserted by Plaintiffs and the Class against the Defendants in the Action.

(bb) “Settlement Class Period” means November 24, 2020, the date of the announcement of the Merger, through and including January 15, 2021, the date of the Closing.

(cc) “Settlement Consideration” means a total of \$4.8 million (\$4,800,000) in cash.

(dd) “Settlement Fund” means the principal amount of \$4.8 million (\$4,800,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(ee) “Settlement Hearing” means the hearing to be held by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement, certification of the Class for Settlement purposes, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel.

(ff) “Tax Expenses” means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section II.B.

(gg) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest of penalties thereon) on any income earned by the Settlement Fund.

(hh) “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims and Released Defendants’ Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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 Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but that it is the intention of the Parties, and by operation of law, the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, whether known claims or Unknown Claims, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties

by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims is separately bargained for and is a key element of the Settlement.

V. THE SETTLEMENT CONSIDERATION

48. In consideration for the full and final release, settlement, and discharge of Released Plaintiffs’ Claims and Released Defendants’ Claims, Defendants or their insurers shall cause the sum of \$4,800,000.00 in cash (the “Settlement Consideration”) to be deposited into the Escrow Account to be distributed to all Eligible Record Holders entitled to receive a portion of the Settlement Fund, pursuant to the Plan of Allocation.

VI. DISTRIBUTION OF THE SETTLEMENT FUND TO ELIGIBLE RECORD HOLDERS

49. Plaintiffs’ Counsel will work with the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund, and to ensure that the Eligible Record Holders do not include Excluded Persons. The Settlement Fund will be used (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses, and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Eligible Record Holders as provided below.

50. Following the Effective Date, the Administrator shall distribute the Net Settlement Fund directly to the Eligible Record Holders (as defined below) on a per-share basis. **Please Note: Eligible Record Holders do not have to submit a claim form or take any other action in order to receive payment.**

51. Only the Eligible Record Holders will qualify to share in the distribution of the Settlement Fund to the Class after payment of Administrative Expenses, any Fee and Expense Award, and Taxes and Tax Expenses.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY HOLDERS OF LCV CLASS A COMMON STOCK AT THE TIME SUCH SHARES WERE CONVERTED INTO THE RIGHT TO RECEIVE THE TRANSACTION CONSIDERATION IN CONNECTION WITH THE TRANSACTION, OTHER THAN THE EXCLUDED PERSONS, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

52. Payment pursuant to the Plan of Allocation shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

The Settlement Fund will not be distributed to the Eligible Record Holders until the Court has approved the Settlement and the proposed Plan of Allocation (or such other allocation plan as the Court may approve), the time periods for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the Judgment approving the Settlement and the Plan of Allocation have expired, and the Judgment becomes Final.

53. As soon as practicable after the Effective Date, the Net Settlement Fund shall be distributed to the Eligible Record Holders as set forth below or as otherwise approved by the Court:

(a) Payment to Eligible Record Holders shall be made by the Administrator from the Net Settlement Fund directly in an amount equal to the Per-Share Recovery times the number of shares of LCV Class A and Class B common stock owned by such Eligible Record Holder.

(b) The Net Settlement Fund shall be distributed to the Eligible Record Holders after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

(c) If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Eligible Record Holders who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiffs’ Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice.

This is not a claims-made Settlement. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

VII. THE RELEASES

54. Subject to Court approval, as of the Effective Date, Plaintiffs and each and every member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trustees, executors, administrators, estates, heirs, insurers, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed to have released and forever discharged all of the Released Plaintiffs' Claims against the Released Defendant Parties, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

55. Subject to Court approval, as of the Effective Date, the Defendants and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trustees, executors, administrators, estates, heirs, insurers, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns shall be deemed to have released and forever discharged all of the Released Defendants' Claims against the Released Plaintiff Parties, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all of the Released Defendants' Claims against any of the Released Plaintiff Parties.

THE SETTLEMENT OF THE ACTION, IF APPROVED BY THE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED IN THIS ACTION AGAINST THE RELEASED DEFENDANT PARTIES.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF PLAINTIFFS' CLAIMS OR DEFENDANTS' DEFENSES. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

VIII. CLASS CERTIFICATION DETERMINATION

56. On June 26, 2026, in accordance with the proposed class definition in the Stipulation, the Court entered the Scheduling Order preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members.

57. At the Settlement Hearing, the Court will determine if (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) Plaintiffs' claims are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Plaintiffs' Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standard of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

IX. REASONS FOR THE SETTLEMENT

58. Plaintiffs continue to believe that their claims have legal merit but also believe that the Settlement provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel

considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiffs' Claims; (iii) the probability of success on the merits of the Released Plaintiffs' Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiffs' Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiffs' Claims on the terms set forth in this Stipulation.

59. Based on Plaintiffs' Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2021, Plaintiffs' Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon the evaluation of Plaintiffs and Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in this Stipulation.

60. Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of LCV and its stockholders. Each of the Defendants asserts that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of LCV and all its stockholders. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that Defendants have or could have asserted. Defendants entered into the Stipulation solely because they consider it desirable that the Released Plaintiffs' Claims be settled and dismissed with prejudice to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiffs' Claims.

61. Plaintiffs, for themselves and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve the Released Plaintiffs' Claims against the Released Defendant Parties.

X. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES

62. Plaintiffs' Counsel has not received payment for any of its services in pursuing claims against Defendants on behalf of the Class, nor has Plaintiffs' Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for a Fee and Expense Award, to be paid solely from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, as well as reimbursement of litigation expenses (the "Fee Application"). Any such Fee and Expense Award shall be approved by the Court. Class Members are not personally liable for the Fee and Expense Award.

XI. SETTLEMENT HEARING

63. The Court has scheduled a Settlement Hearing, which will be held on September 8, 2026, at 11:00 a.m. (the "Settlement Hearing Date"), at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (i) certify the Class and appoint Plaintiffs as Class representatives and Plaintiffs' Counsel as Class counsel for Settlement purposes; (ii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iii) determine whether the Action should be dismissed with prejudice and all of the Released Claims against the Released Parties should be released; (iv) hear and rule on any objections to the Settlement; (v) determine whether an Order and Final Judgment approving the Settlement should be entered; (vi) consider whether and in what amount any Fee and Expense Award should be paid to Lead Counsel out of the Settlement Fund; and (vii) rule on other such matters as the Court may deem appropriate.

64. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the hearing on the Fee Application, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement. The Court may also approve the Settlement at or after the Settlement Hearing with such modification(s) to the Stipulation as may be consented to by the Parties without further notice to Class Members. Further, the Court may render its judgment and order the payment of a Fee and Expense Award at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

XII. RIGHT TO APPEAR AND OBJECT

65. Any Class Member who desires to do so may appear personally or by counsel, and show cause, if any, why the Settlement in accordance with and as set forth in the Stipulation should not be approved as fair, reasonable, and adequate and in the best interests of the Class; why the Order and Final Judgment should not be entered in accordance with and as set forth in the Stipulation; why the Court should not grant the Plaintiffs' Counsel's Fee Application; provided, however, that unless the Court in its discretion otherwise directs, no Class Member, or any other Person, shall be entitled to contest the approval of the terms and conditions of the Settlement or (if approved) the Order and Final Judgment to be entered thereon, or the Fee and Expense Award, and no papers, briefs, pleadings, or other documents submitted by any Class Member or any other Person (excluding a party to the Stipulation) shall be received or considered, except by order of the Court for good cause shown, unless, no later than fourteen (14) calendar days prior to the Settlement Hearing, such Person files with the Register in Chancery, Delaware Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801: (a) a written notice of intention to appear that includes the name, address, and telephone number of the objector and, if represented by counsel, the name and address of the objector's counsel; (b) proof of membership in the Class; (c) a detailed statement of objections to any matter before the Court; and (d) the grounds thereof or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served by File & ServeXpress, by hand, by First-Class mail, or by express service/email upon the following attorneys such that they are received no later than fourteen (14) calendar days prior to the Settlement Hearing:

Marcus E. Montejo, Esquire
John G. Day, Esquire
Prickett, Jones & Elliott, P.A.
1310 King Street
Wilmington, Delaware 19801
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*Attorneys for Defendants Dan
Fireman, Christopher Akelman,
Octavio Boccalandro, Fireman
Capital Partners LLC, and
Fireman Capital Partners III, L.P.*

66. Unless the Court otherwise directs, any Person who fails to object in the manner described above shall be deemed to have waived and forfeited any and all rights such Person may otherwise have to object to the Settlement and any Fee and Expense Award to Plaintiffs' Counsel (including any right of appeal) and shall be forever barred from raising such objection in the Action or any other action or proceeding.

67. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

XIII. ORDER AND JUDGMENT OF THE COURT

68. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Final Judgment, which will, among other things:

- (a) Make final the Court's previous determination to certify the Class for settlement purposes pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- (b) Make final the Court's previous determination to certify Plaintiffs as Class representatives and Plaintiffs' Counsel as Class counsel, and determine that Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action;
- (c) Determine that the form and manner of this Notice was the best notice practicable under the circumstances and fully complied with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;
- (d) Determine that all Class Members are bound by the Judgment;
- (e) Determine that the Settlement is fair, reasonable, and adequate and in the best interests of the Class;
- (f) Dismiss the Action with prejudice without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;
- (g) Fully, finally, and forever release, settle, and discharge the Released Parties from and with respect to every one of the Released Claims;

- (h) Bar and enjoin Plaintiffs and any Class Members from instituting, commencing, or prosecuting any and all Released Plaintiffs' Claims against any Released Defendant Party; and
- (i) Award Plaintiffs' Counsel such Fee and Expense Award as the Court deems fair and reasonable.

XIV. SCOPE OF THE NOTICE

69. The Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims which have been asserted in the Action and the terms and conditions of the Settlement, including a complete copy of the Stipulation, Class Members are referred to the Court files in the Action. A complete copy of the Stipulation can also be found at <http://www.LeftCoastVenturesSettlement.com>.

70. You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

71. Questions or comments about the Settlement or the Action may be directed to counsel for the Plaintiff:

Marcus E. Montejo
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 North King Street
Wilmington, Delaware 19801

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

Dated June 10, 2026

BY ORDER OF THE COURT

Register in Chancery

Left Coast Ventures Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

COURT-APPROVED NOTICE REGARDING
Left Coast Ventures Settlement

ABD-ASSIGNED PART CODE