

EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG,
BIN CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY &
CO., COGENCY GLOBAL INC.,
COLLEEN A. DE VRIES, QINGYU
INVESTMENT LTD., XUEZHENG CHEN,
and JINZHENG INVESTMENT CO PTE.
LTD,

Defendants.

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

PART 53

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE GOLDEN HEAVEN GROUP
HOLDINGS LTD. SECURITIES
LITIGATION

Case No. 2:23-cv-10619-HDV-SK

CLASS ACTION

THIS DOCUMENT RELATES TO: ALL
ACTIONS

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the “Stipulation”) in the action captioned *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.) (the “State Action”), pending before the Supreme Court of the State of New York, County of New York, Commercial Division (the “State Court” or “Court”), is entered into by and among (a) plaintiff and proposed class representative Udani Family Living Trust, Dated 9/18/2015 (the “State Plaintiff”), on behalf of itself and the Settlement Class (as defined below); (b) lead plaintiff Rahul Patange (the “Federal Plaintiff” and, together with the State Plaintiff, the “Plaintiffs”) in a related action captioned *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619 (C.D. Cal.), pending in the United States District Court for the Central District of California (the “Federal Action” and, together with the State Action, the “Actions”); (c) Defendant Golden Heaven Group Holdings Ltd. (the “Company,” or “Golden Heaven”); (d) Defendants Revere Securities LLC and R.F. Lafferty & Co., Inc. (the “Underwriter Defendants”); (e) Defendants Colleen A. De Vries and Cogency Global Inc. (the “Cogency Defendants”); and (f) BF Borgers CPA PC, a defendant in the Federal Action (“Borgers,” and, together with Golden Heaven, Underwriter Defendants and Cogency Defendants, the “Settling Defendants”), by and through their respective undersigned counsel. The Stipulation is intended by the Plaintiffs and the Settling Defendants (together, the “Settling Parties”) to fully, finally and forever compromise, resolve, discharge, release, settle and dismiss with prejudice the Released Claims (as defined herein) against the Released Parties (as defined herein), upon and subject to the terms and conditions hereof, and is submitted pursuant to New York Civil Practice Laws and Rules §§901, 902, and 908 for approval by the Court.

Background of the Actions

Background of the State Action

WHEREAS, the State Action was filed on December 8, 2023 ([NYSCEF NO. 1](#)). The State Action is brought on behalf of all persons and entities other than Defendants (defined herein) that

purchased Golden Heaven ordinary shares pursuant and/or traceable to the Registration Statement (defined herein) issued in connection with the Company's initial public offering conducted on or about April 12, 2023 (the "IPO" or "Offering") and were allegedly damaged thereby, and which asserts claims against the Defendants for alleged violations of §§11 and 15 of the Securities Act of 1933 (the "1933 Act");

WHEREAS, the State Plaintiff filed its Amended Complaint against the Defendants Golden Heaven, Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Underwriter Defendants and Cogency Defendants on February 14, 2024 in the Court ([NYSCEF NO. 12](#));

WHEREAS, on April 15, 2024, Underwriter Defendants filed their Answer to State Plaintiff's Amended Complaint along with cross-claims against Defendant Golden Heaven ([NYSCEF NO. 25](#));

WHEREAS, that same day, Cogency Defendants filed their Answer to State Plaintiff's Amended Complaint ([NYSCEF NO. 28](#));

WHEREAS, that same day, Defendant Golden Heaven filed its Answer to State Plaintiff's Amended Complaint ([NYSCEF NO. 29](#));

WHEREAS, on April 30, 2025, the Court issued an Order setting the schedule for discovery in the State Action ([NYSCEF NO. 32](#)), according to which, the parties exchanged their respective discovery demands on May 27, 2025;

WHEREAS, on June 27, 2025, the State Plaintiff, Defendant Golden Heaven, Underwriter Defendants and Cogency Defendants filed a Stipulation and Conditional Order of Discontinuance (see below), which proposed to discontinue the claims against Defendant Golden Heaven, Underwriter Defendants and Cogency Defendants ("Appearing Defendants") without prejudice pursuant to CPLR Rule 3217(a)(2) as the parties were exploring the opportunity to settle such claims via mediation ([NYSCEF NO. 43](#));

WHEREAS, on June 30, 2025, the Court granted the Stipulation and Conditional Order of Discontinuance ([NYSCEF NO. 46](#));

WHEREAS, on September 25, 2025, pursuant to Article 3 of “General” of the Court’s Part 53 - Practices and Procedures, the State Plaintiff informed the Court, by emailing to SFC-Part53-Clerk@nycourts.gov and sfc-part53@nycourts.gov, that the settlement was not consummated and Defendant Golden Heaven had notified the parties of its intent to terminate negotiations, and requested that the Court reinstate State Plaintiff’s claims against the Appearing Defendants and restore those claims to the active docket without prejudice.

WHEREAS, on September 26, 2025, the Court issued an Order reinstating the State Plaintiff’s claims against the Appearing Defendants and ordering a preliminary conference ([NYSCEF NO. 47](#));

WHEREAS, on September 30, 2025, after conducting a preliminary conference with the parties, the Court issued a case management order for the discovery (“Amended Case Management Order,” [NYSCEF NO. 48](#)), according to which the parties exchanged their respective amended discovery demands;

WHEREAS, on October 27, 2025, the State Plaintiff filed a motion for leave to file the proposed second amended complaint, adding three additional defendants (Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd.) and facts that transpired after the filing of the first amended complaint ([NYSCEF NO. 50-54](#));

WHEREAS, on October 28, 2025, upon negotiation and the parties’ agreement, the State Plaintiff, on behalf of the State Plaintiff and the Appearing Defendants, filed a Stipulation and Order for the Production and Exchange of Confidential Information ([NYSCEF NOS. 55-56](#)), so ordered by the Court on October 29, 2025 ([NYSCEF NO. 57](#));

WHEREAS, on November 7, 2025, pursuant to the Amended Case Management Order, the parties served their respective discovery responses;

WHEREAS, on November 10, 2025, the Court granted the State Plaintiff's motion for leave to file the second amended complaint ([NYSCEF NO. 59](#)), pursuant to which, the State Plaintiff filed the Second Amendment Complaint ([NYSCEF NOS. 62-70](#));

WHEREAS, on November 11, 2025, upon negotiation and the parties' agreement, the State Plaintiff, filed the Stipulation and [Proposed] Order Regarding Discovery of Electronically Stored Information, attached with the parties' agreed-upon search terms and custodians ([NYSCEF NOS. 72](#)), which was so ordered by the Court on November 12, 2025 ([NYSCEF NOS. 73](#));

WHEREAS, on November 13, 2025, the State Plaintiff held a meet and confer with Defendant Golden Heaven regarding Defendant Golden Heaven's discovery responses;

WHEREAS, on December 1, 2025, Defendant Golden Heaven filed an answer to Plaintiff's Second Amended Complaint ([NYSCEF DOC. NO. 74](#));

WHEREAS, on January 12, 2026, March 6, 2026, and April 7, 2026, respectively, the Court issued various case management orders extending certain deadlines for discovery and other matters applicable to State Plaintiff and Defendant Golden Heaven ([NYSCEF NO. 99](#), [NYSCEF DOC. NO. 106](#), and [NYSCEF DOC. NO. 137](#));

WHEREAS, when the State Plaintiff and the Settling Defendants agreed to settle the claims at issue (see below), the parties were engaged in discovery;

Background of the Federal Action

WHEREAS, the Federal Action was filed on December 19, 2023 ([ECF No. 1](#));

WHEREAS, on April 11, 2024, the Federal Court appointed Rahul Patange Lead Plaintiff and Pomerantz LLP Lead Counsel for the Federal Action ([ECF. No. 49](#));

WHEREAS, the Federal Plaintiff filed its Amended Complaint against the Defendants Golden Heaven, Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Underwriter Defendants and Cogeneity Defendants, and Borgers on July 16, 2024 in the Federal Court ([ECF No. 63](#));

WHEREAS, the Federal Action is brought on behalf of all persons and entities other than Defendants (defined herein) that purchased or otherwise acquired Golden Heaven Group Holdings Ltd. (“Golden Heaven”) publicly traded Golden Heaven securities between April 13, 2023 and December 8, 2023, inclusive, and were allegedly damaged thereby, and which asserts claims against the Defendants for alleged violations of §§ 10 and 20 of the Exchange Act and §§11 and 15 of the Securities Act;

WHEREAS, on September 13, 2024, Defendants moved to dismiss the Amended Complaint ([ECF Nos. 76, 77](#));

WHEREAS, on November 7, 2024, Federal Plaintiff opposed Defendants’ motion to dismiss ([ECF No. 85](#)), and Defendants filed their reply in further support of their motion to dismiss on December 18, 2024 ([ECF No. 91, 92](#));

WHEREAS, on January 30, 2025, the Federal Court held a hearing on the motions to dismiss which was taken under submission ([ECF No. 102](#));

WHEREAS, on March 3, 2025, the Honorable Judge Vera denied the motions to dismiss ([ECF No. 112](#));

WHEREAS, on March 17 and 18, 2025, Defendants filed their answers to the amended complaint ([ECF No. 116, 117](#));

WHEREAS, the Federal Court held a Scheduling Conference with the parties on September 9, 2025 setting deadlines for discovery and pre-trial briefing ([ECF No. 137](#));

WHEREAS, on October 16, 2025, Federal Plaintiff filed a motion to amend the complaint, based on new facts discovered after the amended complaint was filed, and requesting to add new Defendants ([ECF. 138](#));

WHEREAS, on October 30, 2025, Defendants filed a notice of non-opposition ([ECF No. 140](#))

WHEREAS, on November 6, 2025, the Federal Court issued a notice it would decide the motion without a hearing ([ECF No. 143](#));

WHEREAS, on November 18, 2025, Federal Plaintiff and the Underwriter Defendants filed a notice of forthcoming settlement and stay of proceedings ([ECF No. 147](#));

WHEREAS, on November 18, 2025, the Court granted the request to stay the proceedings as to the Underwriter Defendants ([ECF No. 148](#));

Background of the Settlement

WHEREAS, Plaintiffs and Defendants agreed to explore the possibility of resolving the Plaintiffs' claims in the Actions through mediation and retained a highly experienced mediator of complex commercial matters (including securities class actions), Jed D. Melnick, Esq. of JAMS, (the "Mediator");

WHEREAS, on June 27, 2025 the State Plaintiff and the Appearing Defendants informed the Court of their intent to explore the possibility of resolving the State Plaintiff's claims through mediation and requested that the Court discontinue the State Plaintiff's claims against the Appearing Defendants without prejudice ([NYSCEF No. 43](#)), which was granted by the Court on June 30, 2025 ([NYSCEF NO. 46](#));

WHEREAS, both Plaintiffs and the Settling Defendants and Borgers prepared comprehensive pre-mediation briefs and accompanying submissions for the Mediator, and thereafter participated in an in-person mediation session with the Mediator on August 21, 2025;

WHEREAS, despite the best efforts of the parties, they were unable to reach a settlement at the August 21, 2025 mediation session;

WHEREAS, following the August 21, 2025 mediation session, Plaintiffs and the Settling Defendants continued to negotiate and explore the possibility of settling the Actions;

WHEREAS, on October 21, 2025, Plaintiffs in both Actions reached a global settlement in principle with the Underwriter Defendants to settle the claims against the Underwriter Defendants in both Actions;

WHEREAS, on November 14, 2025, Plaintiffs reached a global settlement in principle to settle the claims against Borgers, a defendant in the Federal Action;

WHEREAS, on November 18, 2025, Plaintiffs reached a global settlement in principle to settle the claims against Cogency Defendants in both Actions;

Whereas, on April 1, 2026, Plaintiffs reached a global settlement in principle with Defendant Golden Heaven to settle the claims asserted by Plaintiffs against Defendants Golden Heaven, Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd. in both Actions;

WHEREAS, after taking into account the uncertainties, risks and likely costs and expenses of further litigation in these complex securities actions, the State Plaintiff and the Federal Plaintiff and the State Lead Counsel and the Federal Lead Counsel believe that the Settlement set forth herein is fair, reasonable, and in the best interests of Settlement Class Members (as defined herein);

WHEREAS, the Settling Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs in the Actions, including all allegations of wrongdoing, fault, damages or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the State Action or the Federal Action, but after also taking into account the potential costs, uncertainties, and risks of further litigation, have therefore determined to fully and finally resolve the State Action and the Federal Action in the manner and upon the terms and conditions set forth herein;

NOW, THEREFORE, without any admission or concession on the part of any Plaintiff of any lack of merit of the State Action or Federal Action whatsoever, and without any admission or concession of any fault, damages, liability or wrongdoing or lack of merit in any of their defenses

whatsoever by any Settling Defendant, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, through their undersigned attorneys, and subject to judicial approval as further set forth herein, in consideration of the benefits flowing to the Settling Parties hereto from the Settlement, that all Released Claims (as defined below) as against the Released Defendants' Parties (as defined below) and all of Released Defendants' Claims (as defined below) shall be compromised, resolved, settled, released, and discharged, and the State and Federal Actions dismissed with prejudice as to the Settling Defendants upon and subject to the terms and conditions of this Stipulation, as set forth below:

1. Definitions

As used in this Stipulation, the following terms shall have the following meanings:

- 1.1 "Actions" means, collectively, the "State Action" and the "Federal Action."
- 1.2 "Alternative Judgment" means a form of judgment with terms materially different from those set forth in the form of judgment that is attached hereto as Exhibit B.
- 1.3 "Authorized Claimant" means a Settlement Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator and whose claim for recovery has been allowed pursuant to the terms of this Stipulation.
- 1.4 "Borgers" means BF Borgers CPA PC, a defendant in the Federal Action.
- 1.5 "Claims Administrator" means Strategic Claims Services or such other entity as the Court shall appoint to administer the Settlement.
- 1.6 "Cogency Defendants" means Defendants Colleen A. De Vries and Cogency Global Inc.
- 1.7 "Company" (or "Golden Heaven") means Defendant Golden Heaven Group Holdings Ltd.
- 1.8 "Complaint" refers to and includes each and every complaint filed in the Actions.

1.9 “Court” (or “State Court”) means the Supreme Court of New York, New York County, Commercial Division.

1.10 “Defendants” means all defendants in either the State Action or Federal Action, regardless of whether they have been served and appeared in the Actions, including but not limited to: Golden Heaven, Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Colleen A. De Vries, Revere Securities LLC, R.F. Lafferty & Co., Inc., Qingyu Investment Ltd., Jinzheng Investment Co Pte. Ltd., BF Borgers CPA PC, and Cogency Global Inc.

1.11 “Effective Date” means the date upon which all of the events and conditions set forth in ¶10.1 below have been met and have occurred.

1.12 “Escrow Account” means the segregated and separate interest-bearing escrow account to be established by the Escrow Agent, subject to judicial oversight, into which the Settlement Amount will be deposited for the benefit of Settlement Class Members, and which will thereafter hold the assets of the Settlement Fund (subject to the making of such awards, payments, and distributions as authorized herein).

1.13 “Escrow Agent” means The Huntington National Bank or its appointed agents. The Escrow Agent shall perform the duties set forth in this Stipulation and any order of the Court.

1.14 “Escrow Funding Deadlines” has the meaning given it in ¶3.1 below.

1.15 “Fairness Hearing” means the hearing scheduled by the State Court to determine whether (i) the Settlement is fair, reasonable, and adequate; (ii) the Plan of Allocation is fair, reasonable, and adequate; (iii) the Settlement Class should be certified for settlement purposes only; and (iv) Lead Counsel’s request for an award of attorneys’ fees and expenses on behalf of Plaintiffs’ Counsel, including any awards to Plaintiffs, is reasonable.

1.16 “Federal Action” means the action captioned *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619 (C.D. Cal.), pending in the Federal Court.

1.17 “Federal Court” means the United States District Court for the Central District of California.

1.18 “Federal Lead Counsel” means Pomerantz LLP.

1.19 “Federal Plaintiff” means Rahul Patange, the Lead Plaintiff in the Federal Action.

1.20 “Fee and Expense Application” has the meaning given that term in ¶5.1 below.

1.21 “Fee and Expense Award” means any attorneys’ fees and expenses awarded by the Court as described in ¶5.1.

1.22 “Final” with respect to the Judgment (or Alternate Judgment) or an order of the Court dismissing or declining to dismiss the State Action with prejudice, means a Judgment or order:

(a) as to which there is no pending stay, motion for reconsideration, motion for rehearing, motion to vacate, appeal, petition for writ of *certiorari*, or similar request for relief;

(b) if no appeal is filed, the expiration date of the time provided for filing or petitioning for any appeal; and

(c) if there is an appeal from the Judgment (or Alternative Judgment) or order, the date of (i) final dismissal of all such appeals, or the final dismissal of any proceeding on *certiorari* or otherwise to review the Judgment or order, or (ii) the date the Judgment or order is finally affirmed on appeal; and (1) the expiration of the time to file a petition for writ of *certiorari* or other form of review, (2) the denial of a writ of *certiorari* or other form of review of the Judgment or order, or (3) if *certiorari* or other form of review is granted, the date of final

affirmance of the Judgment or order following review pursuant to that grant. However, the Settlement and the degree to which it is Final are expressly not conditioned upon the Court's approval of a Fee and Expense Award to Plaintiffs' Counsel or compensatory award to Plaintiffs or any appeals solely related thereto.

1.23 "Golden Heaven Defendants" means Defendants Golden Heaven, Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd.

1.24 "Golden Heaven Stock" means Golden Heaven Group Holdings Ltd.'s ordinary shares.

1.25 "IPO" means Golden Heaven's initial public offering of ordinary shares issued on or around April 12, 2023.

1.26 "Judgment" means either: (i) the proposed judgment to be entered approving the Settlement, in the form attached hereto as Exhibit B without substantive changes; or (ii) an Alternative Judgment, if expressly agreed in writing by all Parties.

1.27 "Lead Counsel" (or "Plaintiffs' Lead Counsel") means, collectively, State Lead Counsel and Federal Lead Counsel.

1.28 "Long Notice" means the Notice of Pendency and Proposed Settlement of Class Action, substantially in the form attached hereto as Exhibit A-1.

1.29 "Net Settlement Fund" means the Settlement Fund less: (i) Court awarded attorneys' fees and litigation expenses and compensatory award to the Plaintiffs, as described in ¶5.1; (ii) Notice and Administration Expenses; (iii) any required Taxes; and (iv) any other fees or expenses approved by the Court.

1.30 "Notice" means collectively, the Long Notice, the Summary Notice, and the Postcard Notice, attached hereto as Exhibits A-1, A-3, and A-4.

1.31 “Notice and Administration Expenses” means the reasonable costs and expenses incurred in connection with locating Settlement Class Members, providing notice to Settlement Class Members, soliciting the submission of Proofs of Claim, assisting with the submission of Proofs of Claim, processing Proofs of Claim, administering and distributing the Net Settlement Fund to Authorized Claimants, tax preparation expenses, and paying escrow fees and costs, if any.

1.32 “Notice Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as Exhibit A.

1.33 “Registration Statement” means, and refers collectively to, all registration statements and prospectuses filed with, or declared effective by, the U.S. Securities and Exchange Commission (the “SEC”) in connection with the IPO, and including any “free-writing” prospectus materials (as defined by SEC regulations) issued or distributed by or on behalf of any Defendant in connection with the IPO.

1.34 “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.35 “Plan of Allocation” means the plan described in the Long Notice or any alternate plan approved by the Court whereby the Net Settlement Fund (as defined above in ¶1.28) shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendants’ Parties (as defined below) shall have no responsibility therefore or liability with respect thereto.

1.36 “Plaintiffs” refers collectively to the State Plaintiff and the Federal Plaintiff.

1.37 “Plaintiffs’ Counsel” means, collectively, State Lead Counsel and Federal Lead Counsel, as well as all other counsel who have represented any plaintiff in connection with any of the claims asserted in either the State Action or the Federal Action.

1.38 “Postcard Notice” means the postcard notice of the pendency of the Actions, the Settlement, and motion for attorneys’ fees and expenses to be sent to Settlement Class Members, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-4.

1.39 “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2.

1.40 “Related Person” means with respect to any Person, its past, present or future trustees, directors, officers, employees, partners, members, principals, agents, insurers, reinsurers, attorneys, accountants, legal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, related or affiliated entities, spouses, heirs, and any member of his or her immediate family.

1.41 “Released Claims” means any and all claims, demands, losses, rights, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, that Plaintiffs or any other member of the Settlement Class asserted in either or both of the Actions or could have been asserted or could in the future be asserted in any forum, whether known or unknown, whether foreign or domestic, whether arising under federal, state, common, or foreign law, whether based on statements or omissions made directly to individual persons or broadly to the market, by

Plaintiffs, any member of the Settlement Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether individual, class, direct, derivative, representative, on behalf of others, legal, equitable, regulatory, governmental, or of any other type or in any other capacity, whether brought directly or indirectly against any of the Settling Defendants and Defendants Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd., that both: (i) arise out of or are based upon or relate in any way in part or in whole to any of the allegations, acts, facts, transactions, statements, events, matters, occurrences, representations or omissions involved, set forth or referred to in any complaint filed in either of the Actions or in any other action that has been or may be filed by a member of the Settlement Class arising from related facts, events, occurrences or transactions, and (ii) relate in any way to the purchase of Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven's IPO or during the Settlement Class Period, provided that, "Released Claims" shall not include, and this release shall not cover, include, or release: (a) relating to the enforcement of this Stipulation of Settlement or orders or judgment issued by the Court in connection with this Settlement; and (b) against any Person who or which submits a request for exclusion from the Settlement Class that is accepted by the Court. Additionally, the Settling Defendants do not release, and the Settlement shall in no way affect, the Settling Defendants' claims against or rights to seek indemnity from Golden Heaven, or any other person or entity not a party to this Stipulation of Settlement in connection with the Actions. To the extent that Defendants enter into any agreement to resolve any future or existing actions or investigations, or proceedings, whether with a private person or entity, with the U.S. Securities & Exchange Commission, or any other regulator or government entity in any country relating to the same conduct and/or injury as the Actions ("Related Action"), Defendants agree they shall not (i) condition the amount of any

settlement, payment, penalty, fine or restitution in such Related Action on the approval of this Settlement or the Settlement Amount; or (ii) create an offset of this Settlement against any payments in such Related Action. The purpose of this provision is to avoid a similar result as the denial of final approval of the class action settlement in *In re Vanguard Chester Funds Litigation No. 2:22-cv-00955-JFM* that was caused by a provision defendant Vanguard put in its settlement agreement with the SEC by which the SEC Fair Fund Settlement would be increased if the Court denied approval of the class action settlement.

1.42 “Released Defendants’ Claims” means all claims (including, but not limited to, Unknown Claims (as defined below)), demands, losses, rights, and causes of action of any nature whatsoever by the Released Defendants’ Parties (as defined below) or any of them against the Plaintiffs, Settlement Class Members, the Claims Administrator, or Plaintiffs’ Counsel, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of either of the Actions, except for claims to enforce the Settlement.

1.43 “Released Defendants’ Parties” means (i) all Defendants, and (ii) Defendants’ Related Persons.

1.44 “Released Plaintiffs’ Parties” means (i) the Plaintiffs and all Settlement Class Members, (ii) each of their respective family members and any other Related Person, and (iii) Plaintiffs’ Counsel and the Claims Administrator.

1.45 “Settlement” means the settlement on the terms set forth in this Stipulation.

1.46 “Settlement Amount” means the sum of U.S. \$1,700,000 in cash, the specific sources of which are detailed in ¶3.1., herein.

1.47 “Settlement Class” means all Persons that: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven’s IPO conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock during the Settlement Class Period. Excluded from the Settlement Class

are: (i) Defendants; (ii) the officers, directors, control person, predecessors, and affiliates of Defendants at all relevant times; (iii) any entity in which Defendants have or had a controlling interest; (iv) immediate family members of any excluded Person; (v) the legal representatives, heirs, successors, assigns or assignees of any excluded Person or entity; (vi) Defendants' employee retirement and/or benefit plan(s) and their participants and/or beneficiaries to the extent they purchased or acquired Golden Heaven Stock through any such plan(s); (vii) any Person who purchased Golden Heaven Stock in private transactions and/or on private exchanges; (viii) any Person who submits a request for exclusion from the Settlement that is accepted by the Court; and (ix) any Person who suffered no compensable losses as determined by the Plan of Allocation to be filed with the Court.

1.48 "Settlement Class Member" means any Person who falls within the definition of the Settlement Class as set forth in ¶1.47 above.

1.49 "Settlement Class Period" means the period of April 13, 2023 through December 8, 2023, inclusive.

1.50 "Settlement Fund" means the Settlement Amount plus any interest or income earned thereon.

1.51 "Settlement Term Sheet" means the term sheets outlining certain material terms of the settlement in principle entered into between Plaintiffs and each of the Settling Defendants, that form the basis for this comprehensive Stipulation.

1.52 "Settling Defendants" means Defendant Golden Heaven, Underwriter Defendants, Cogency Defendants and Borgers.

1.53 "Settling Parties" refers to Plaintiffs and the Settling Defendants.

1.54 "State Action" means the action captioned *In Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.),

pending before the Supreme Court of the State of New York, County of New York, Commercial Division.

1.55 “State Plaintiff” means Udani Family Living Trust, Dated 9/18/2015.

1.56 “State Lead Counsel” means The Rosen Law Firm P.A.

1.57 “Stipulation” refers to this Stipulation of Settlement (of which these definitions are a part), including all of the exhibits hereto.

1.58 “Summary Notice” means the summary notice of proposed Settlement and hearing for publication, substantially in the form attached hereto as Exhibit A-3.

1.59 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including those referenced in ¶3.10 below.

1.60 “Underwriter Defendants” means Defendants Revere Securities LLC and R.F. Lafferty & Co., Inc.

1.61 “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that any Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of their release, and any and all Released Defendants’ Claims against the Released Plaintiffs’ Parties that any Defendant does not know or suspect to exist in his, her or its favor at the time of their release, including, without limitation, those that, if known by such Plaintiff, Settlement Class Member or Defendant, might have affected his, her or its decision(s) with respect to the Settlement or the Released Claims or the Released Defendants’ Claims. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties agree that, upon the Effective Date, each Plaintiff and each Defendant shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Judgment (or Alternative Judgment) shall have waived,

any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides: “A general release does not extend to claims which 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 each of the other Settlement Class Members shall be deemed by operation of the Judgment (or Alternative Judgment) to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

1.62 “Voluntary Dismissal Stipulation” means the stipulation of dismissal between the Federal Plaintiff and all Settling Defendants that have appeared in the Federal Action pursuant to Fed. R. Civ. P. 41(a), substantially in the form annexed hereto as Exhibit C, that will be executed by Federal Plaintiff and Settling Defendants and duly filed in the Federal Action, to be so-ordered by the Federal Court, within fifteen (15) business days of entry of the Final Judgment (or Alternative Judgment) of the Settlement in the State Action.

2. Scope and Effect of Settlement

2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) the Actions against the Defendants; (ii) any and all Released Claims as against all Released Defendants’ Parties; and (iii) any and all Released Defendants’ Claims as against all Released Plaintiffs’ Parties.

2.2 Upon the Effective Date of this Settlement:

(a) each of the Settlement Class Members shall be deemed to have, and by operation of the Final Judgment (or Alternative Judgment) shall have fully, finally, and forever waived, released, dismissed and discharged with prejudice all Released Claims against each Released Defendant’s Party, regardless of whether such Settlement Class Member executes

and delivers a Proof of Claim, and shall forever be barred and enjoined from commencing, instituting, maintaining or prosecuting any or all of the Released Claims against any of the Released Defendants' Parties, whether or not such Settlement Class Member executes and delivers the Proof of Claim form, and whether or not such Settlement Class Member shares or seeks to share in the Settlement Fund; and

(b) each of the Released Defendants' Parties shall be deemed to have, and by operation of the Final Judgment (or Alternative Judgment) shall have, fully, finally, and forever released and discharged all Released Defendants' Claims against each Released Plaintiffs' Party.

2.3 The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition or event.

3. The Settlement Consideration; Qualified Settlement Fund; Establishment of Escrow Account

3.1 The following Defendants shall pay the amounts set forth below to settle the claims asserted or that could have been asserted against Defendants in the Actions (collectively, the "Settlement Amount"):

(a) The Underwriter Defendants, Cogency Defendants, and Borgers shall pay a total of U.S. \$600,000 to settle the claims against them in the Actions, allocated as follows:

- (i) Borgers: \$50,000
- (ii) Underwriter Defendants: \$500,000
- (iii) Cogency Defendants: \$50,000

These payments shall be made by wire into the Escrow Account within fifteen (15) calendar days from execution of their respective Settlement Term Sheets entered into with Plaintiffs.

The Underwriter Defendants, Cogeneity Defendants, and Borgers have paid the full amount of their respective portions of the Settlement Amount.

(b) Defendant Golden Heaven shall pay U.S. \$1,100,000 (“Golden Heaven Settlement Amount”) in cash into the Escrow Account in three installments to settle the claims against the Golden Heaven Defendants according to the following schedule (“Escrow Funding Deadlines”):

- (i) \$366,667 due and payable on the later of (a) May 30, 2026, or (b) fourteen (14) calendar days of the entry of the order preliminarily approving the settlement between Plaintiffs and Defendant Golden Heaven;
- (ii) \$366,667 due and payable on the later of (a) July 31, 2026, or (b) sixty (60) calendar days after the first installment; and
- (iii) \$366,666 due and payable on the later of (a) September 30, 2026, or (b) sixty (60) calendar days after the second installment.

3.2 The payments described in ¶¶3.1(a) and 3.1(b) above are collectively referred to as the “Settlement Amount,” which equals U.S. \$1,700,000.

3.3 Any failure by Defendant Golden Heaven to make any payment of the Golden Heaven Settlement Amount when due pursuant to ¶3.1(b) shall constitute a material breach of this Stipulation by Golden Heaven. Any portion of the Golden Heaven Settlement Amount not deposited by the applicable Escrow Funding Deadlines by Defendant Golden Heaven shall incur interest at the rate of 5% per annum on the unpaid balance due from Defendant Golden Heaven, with interest starting to run from the date of such missed Escrow Funding Deadline and continuing until payment is made in full. If Defendant Golden Heaven fails to make any payment when due, Plaintiffs’ Lead Counsel shall provide written notice of such deficiency. If Defendant Golden Heaven fails to cure such deficiency within ten (10) business days after receipt of such notice (the “Cure Period”), then Plaintiffs shall have the

right, in their sole discretion, to: (a) terminate the Settlement solely as to the Golden Heaven Defendants; and/or (b) declare the entire unpaid balance of the Golden Heaven Settlement Amount, together with any accrued interest, immediately due and payable. If Plaintiffs elect to terminate the Settlement with the Golden Heaven Defendants pursuant to this paragraph, then the Settlement, and any releases with respect to the Golden Heaven Defendants, shall be null and void, and the Actions as against such Defendants shall revert to the status quo ante as of the date immediately prior to the execution of the Stipulation, as if no settlement had been reached. In such event, any amounts previously paid by Defendant Golden Heaven shall be returned pursuant to ¶¶3.5,10.3 herein, and the Parties shall be restored to their respective litigation positions without prejudice to any Party's claims or defenses. Plaintiffs' rights under this paragraph shall not be affected by any payment made after the expiration of the Cure Period unless Plaintiffs expressly agree in writing to accept such payment and waive the default. No delay or omission by Plaintiffs in exercising their rights shall constitute a waiver. For the avoidance of doubt, termination under this paragraph shall not affect the validity or enforceability of the Settlement as to any other Settling Defendant.

3.4 The Settlement Amount includes all Plaintiffs' attorneys' fees and litigation expenses, any Court-approved award to any Plaintiffs, all Notice and Administration Expenses, and Taxes.

3.5 The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1. The account funds, less any amounts actually and reasonably incurred for Notice and Administration Expenses and less any amounts incurred or accrued for Taxes, plus any accrued interest thereon, shall revert as soon as possible and in any event within 14 calendar days to the Settling Defendant(s) making the deposits if the Settlement does not become effective for any reason, including by

reason of a termination of the Settlement pursuant to ¶¶3.3 or 10.2-10.3 herein. The Settlement Fund includes any interest earned thereon.

3.6 The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Neither Settling Defendants nor their insurers nor any other person or entity contributing to the Settlement Fund shall have any ability to get back any monies paid under this Stipulation, or any interest earned thereon, once the Judgment (or Alternative Judgment) becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied.

3.7 Except as expressly set forth herein, Plaintiffs and Settlement Class Members shall look solely to the Settlement Fund for satisfaction of any Released Claims. Upon payment of the Settlement Amount (including such interest as may be due under ¶3.3, if any), no Settling Defendant shall have any other obligation to pay or reimburse any fees, expenses, costs, liability or damages whatsoever alleged or incurred by Plaintiffs, by any Settlement Class Member, or by any of their attorneys, experts, advisors, agents, or representatives with respect to the State Action, the Federal Action, and the Released Claims. Any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof shall be paid exclusively from the Settlement Fund. Any agreement between or among Plaintiffs' Counsel to divide fees, expenses, costs or interest shall be between or among such Plaintiffs' Counsel only, and Settling Defendants and their Related Persons shall have no responsibility for or liability with respect to any allocation between or among Plaintiffs' Counsel, or with respect to any payment to any Plaintiffs' Counsel, of any fees, expenses, costs or interest.

3.8 The Settlement Fund shall be used to pay: (i) Taxes; (ii) Notice and Administration Expenses; and (iii) any award made by the Court pursuant to any Fee and Expense Application. The balance of the Settlement Fund after the above payments shall

constitute the Net Settlement Fund, which shall be distributed to the Authorized Claimants as provided in ¶¶6.1-6.3 hereof.

3.9 The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon order of the Court. The Escrow Agent shall be responsible for investing the Settlement Fund in eligible investments, meaning obligations issued or guaranteed by the United States of America or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an Agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and the Escrow Agent shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund.

3.10 For the purpose of §1.468B of the Internal Revenue Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

3.11 All: (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes; and (ii) all other tax expenses incurred in the operation of and implementation of

this paragraph, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution expenses related to filing or failing to file the returns described in this paragraph shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. The Escrow Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes. The Released Defendants' Parties shall not have any liability with respect to or responsibility for any such Taxes, including any expenses or costs relating to Taxes. Settling Defendants agree to cooperate with the Escrow Agent, and the Escrow Agent's tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

3.12 Neither the Released Defendants' Parties nor their respective counsel in the Actions shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.13 No later than ten (10) calendar days following the filing of this Stipulation with the State Court, Defendants shall serve, or cause to be served, any notice required under the Class Action Fairness Act of 2005 ("CAFA") pursuant to §1715 of Title 28 of the United States Code. Within fourteen (14) calendar days of entry of the Notice Order in the State Court, Defendants will serve Plaintiffs' Counsel and file in the Federal Action an affidavit or declaration regarding compliance with the CAFA notice requirements.

4. Administration

4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed and oversee distribution of the Settlement Fund subject to such supervision of Lead Counsel and/or the Court as the circumstances may require. The Claims Administrator shall be retained subject to the condition that it agrees to be subject to the jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation. The Settling Defendants shall have no role in, or responsibility or liability for, the administration of the Settlement and shall have no liability to Plaintiffs, the Settlement Class, or any other person in connection with, as a result of, or arising out of, such administration. The Claims Administrator will not make any distributions to Settlement Class Members from the Net Settlement Fund until the Judgment (or Alternative Judgment) becomes Final and all the conditions described in ¶10.1 herein have been satisfied.

4.2 Prior to the Effective Date and without further order of the Court, Plaintiffs' Lead Counsel may pay (or cause to be paid) from the Escrow Account the actual costs of Notice and Administration Expenses, up to seventy-five thousand U.S. dollars (\$75,000). After the Effective Date, Plaintiffs' Lead Counsel may pay all further reasonable Notice and Administration Expenses, regardless of amount, without further order of the Court.

4.3 Settling Defendants will cooperate in good faith in the class notice process and, for purposes of identifying and giving notice to the Settlement Class, shall use reasonable efforts to provide to the Court-appointed Claims Administrator (at no cost to the Settlement Class, Lead Counsel, or the Claims Administrator, and within (20) calendar days of the execution of this Stipulation) the last known names and addresses of all Persons or entities who, based on the records of Golden Heaven and the depository bank for Golden Heaven Stock, are likely Settlement Class Members or nominees of Settlement Class Members.

5. Fee and Expense Application

5.1 Lead Counsel will submit an application or applications (the “Fee and Expense Application”) to the State Court for an award from the Settlement Fund for: (i) attorneys’ fees and the payment of litigation expenses incurred in connection with the prosecution of the State Action and the Federal Action, plus interest (if any) on such amounts awarded at the same rate as earned on the Settlement Fund until paid; and (ii) compensatory award to the Plaintiffs, in connection with their representation of the Settlement Class. Any award of attorneys’ fees and expenses to any of Plaintiffs’ Counsel shall be payable from the Settlement Fund within ten (10) days of entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof. Lead Counsel may thereafter allocate the attorneys’ fees among other Plaintiffs’ Counsel, if any, pursuant to the agreement between or among Plaintiffs’ Counsel. However, any payments made to Plaintiffs’ Counsel shall be subject to each respective Plaintiffs’ Counsel firm’s obligation to make appropriate refunds or repayments to the Settlement Fund (together with interest accrued at the same net rate as may be earned by the Settlement Fund) if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed, or return of the Settlement Fund is required consistent with the provisions of ¶10.3 hereof. In such event, each respective Plaintiffs’ Counsel firm shall, within thirty (30) business days from the event which requires repayment of any portion of the fee or expense award, refund to the Settlement Fund the fee and expense award paid to it, together with any accrued interest, in an amount consistent with such reversal or reduction, as described above.

5.2 Settling Defendants and their Related Persons shall have no responsibility for or liability with respect to any payment or allocation to any Plaintiffs’ Counsel from the Settlement Fund.

5.3 Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense Application shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or affect the enforceability of this Stipulation or the Settlement of the State Action or the Federal Action, or affect or delay the finality of the Judgment (or Alternative Judgment) approving this Settlement.

6. Distribution to Authorized Claimants

6.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim, as defined in the Plan of Allocation described in the Long Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the Court approves.

6.2 The Plan of Allocation set forth in the Long Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Plan of Allocation shall be prepared and proposed (subject to judicial approval) solely by Plaintiffs' Lead Counsel. Settling Defendants will have no involvement in or responsibility for preparing the Plan of Allocation and will take no position with respect to the proposed Plan of Allocation or such Plan of Allocation as may be approved by the Court. The Plan of Allocation, and any changes thereto, is a matter separate and apart from the Settlement between the Parties, and any decision by the Court concerning the Plan of Allocation, or any changes thereto, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or

affect the enforceability of this Stipulation, and shall not affect or delay the validity or finality of the Judgment (or Alternative Judgment) approving the Settlement.

6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the total Recognized Claims of all Authorized Claimants. The distribution checks will be drawn upon the Net Settlement Fund. Settling Defendants will have no involvement in or responsibility for reviewing or challenging claims, and shall have no responsibility or liability for determining the allocation of any payments to any Settlement Class Members or for any other matters pertaining to the Plan of Allocation.

7. Administration of the Settlement

7.1 Each Person claiming to be an Authorized Claimant shall be required, in accordance with the Notice Order and the Notice, to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 hereto and as approved by the Court, supported by such documents as are designated therein, including proof of the transactions claimed and the losses incurred thereon, or such other documents or proof as the Claims Administrator, in its discretion, may deem acceptable. Copies of all requests for exclusion received shall be sent to Settling Defendants' counsel and to Plaintiffs' Lead Counsel within a reasonable time of receipt by the Claims Administrator and in no case later than three (3) calendar days after the deadline for submitting requests for exclusion. Copies of all written retractions of requests for exclusion received shall be sent to Settling Defendants' counsel and to Plaintiffs' Lead Counsel within a reasonable time of receipt by the Claims Administrator and in any event not less than three (3) calendar days prior to the Fairness Hearing.

7.2 Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a valid Proof of Claim, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and

the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment (or Alternative Judgment). Notwithstanding the foregoing, Plaintiffs' Lead Counsel have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against any Plaintiffs, any Plaintiffs' Counsel or the Claims Administrator by reason of the exercise or non-exercise of such discretion.

7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶7.5 below.

7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Before rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Plaintiffs' Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such deficiency notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶7.5 below.

7.5 If any claimant whose timely claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within fourteen (14) calendar days after the date of mailing of the deficiency notice required in ¶7.4 above, serve upon the Claims Administrator a written statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the

Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiffs' Lead Counsel shall thereafter present the claimant's request for review to the Court.

7.6 Without regard to whether a Proof of Claim is submitted or allowed, each claimant who declines to be excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment (or Alternative Judgment), and the claim will be subject to investigation and discovery, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Actions or the Settlement.

7.7 No Person shall have any claim against the Released Defendants' Parties or their counsel, the Released Plaintiffs' Parties (including any Plaintiffs' Counsel), or the Claims Administrator, based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation described in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund six (6) months from the date of distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Plaintiffs' Lead Counsel shall request the Claims Administrator, if economically feasible, to reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no longer economically reasonable, in Plaintiffs' Lead Counsel's discretion, to distribute to Settlement Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to The Legal Aid Society of New York

City, or to such other §501(c)(3) non-profit organization as may be deemed appropriate by the Court.

7.9 Plaintiffs' Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Plaintiffs' Lead Counsel reasonably deems to be formal or technical defects in any Proof of Claim submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

7.10 All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all timely claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all disputes (if any) with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom (if any) have been resolved or the time therefor has expired; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals therefrom have been resolved or the time therefore has expired.

8. Terms of Order for Notice and Fairness Hearing

8.1 Promptly after execution of the Stipulation, the State Plaintiff shall submit the Stipulation together with its Exhibits to the State Court and shall request (by motion or otherwise) that the State Court enter the Notice Order, substantially in the form of Exhibit A attached hereto, which requests, *inter alia*: (a) the preliminary approval of the Settlement as

set forth in this Stipulation; (b) the setting of deadlines for the Notice program; (c) the setting of deadlines for Settlement Class Members to submit Proofs of Claim, requests for exclusion from the Settlement Class (“Requests for Exclusion” or “opt-out” requests), or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense Application (“Objections”); (d) setting the date for the Fairness Hearing; (e) approval of Lead Counsel’s recommended Claims Administrator; and (f) approval of the form and content of the Long Notice, the Proof of Claim, Summary Notice, and Postcard Notice respectively, substantially in the forms of Exhibits A-1, A-2, A-3, and A-4 attached hereto. The Settling Defendants shall, upon reasonable request, join in such request or application.

8.2 Any Settlement Class Member who wishes to opt out of the Settlement must submit a timely written request for exclusion (including any required documentation) on or before the deadline for doing so set by the Court, in accordance with the Notice Order and the Notice. Requests for Exclusion on behalf of groups, including “mass” or “class” opt-outs, are not permitted. Any Settlement Class Member who does not submit a timely and valid written Request for Exclusion will be bound by all Court proceedings, orders and judgments, whether or not he, she, or it timely submits a Proof of Claim.

8.3 Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement or to any aspect of the Plan of Allocation or the Fee and Expense Application must do so in the manner specified and within the deadlines specified in the Notice Order and the Notice.

8.4 As part of the motion or application for entry of the Notice Order, the State Plaintiff shall request that the Court hold the Fairness Hearing, on a date to occur at least twenty-one (21) calendar days after the deadline(s) referenced in ¶8.2 and ¶8.3 above for Settlement Class Members to submit any Requests for Exclusion or Objections.

9. Terms of Judgment; Dismissal of Federal Action

9.1 Following the issuance of Notice, State Plaintiff shall file with the State Court a motion for final approval of the Settlement and entry of a Judgment, in the form annexed hereto as Exhibit B without substantive changes.

9.2 In addition to any bar order required under the PSLRA, the Judgment shall include a bar order in the form set forth in Exhibit B hereto, that shall, upon the Effective Date, to the maximum extent allowed by law, bar all claims against the Settling Defendants, including without limitation claims for contribution and indemnification, by any Person, whether arising under state, federal, or common law, based upon, arising out of, or relating to the Released Claims. The bar order shall also include a judgment reduction provision whereby, in the event any Settlement Class Member (including any Plaintiffs) seeks to recover damages or any other form of monetary relief from any Person based upon claims that arise out of, or relate in any way to, the Released Claims, the verdict or judgment shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Settling Defendants for common damages; or (b) the amount paid by the Settling Defendants to the Settlement Class or Settlement Class Member for common damages. For the avoidance of doubt and notwithstanding any language set forth in this ¶9.2, the bar order shall not release or bar: (a) claims relating to the enforcement of this Settlement; (b) the claims of any Settlement Class Member who or which submits a Request for Exclusion from the Settlement Class that is accepted by the Court; or (c) Settling Defendants' claims against or rights to seek indemnity from Golden Heaven, or any other Person not a party to this Stipulation arising out of or related to the Released Claims in the Actions.

9.3 Within five (5) business days of entry of the Final Judgment (or Alternative Judgment) in the State Action, the Federal Plaintiff and all Settling Defendants that have appeared in the Federal Action shall submit for filing in the Federal Court the Voluntary

Dismissal Stipulation, substantially in the form annexed hereto as Exhibit C, pursuant to Fed. R. Civ. P. 41(a), to be so-ordered by the Federal Court. Unless a valid Termination Notice (as defined below) is issued in accordance with the provisions of ¶10.2 below, no Plaintiff shall thereafter seek to reinstate the Federal Action.

10. Effective Date of Settlement, Waiver or Termination

10.1 The Effective Date of this Settlement shall be the first date when all of the following events shall have occurred or have been waived.:

- (a) the State Court has entered the Notice Order in all material respects;
 - (b) the entirety of the Settlement Amount (and interest due thereon, if any, pursuant to ¶3.3) has been deposited into the Escrow Account pursuant to ¶3.1;
 - (c) Plaintiffs have not exercised their option, if applicable, to terminate this Settlement;
 - (d) Settling Defendants have not exercised their option to terminate this Settlement;
- and
- (e) entry by the State Court of the Judgment (or Alternative Judgment) following issuance of Notice to the Settlement Class that approves the Settlement, and such Judgment has become Final.

10.2 The State Plaintiff (as a group), the Federal Plaintiff (as a group) and the Settling Defendants (as a group), through their respective counsel, shall, in their respective discretions, but in all events subject to ¶10.3 herein, each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (the "Termination Notice") to all other Settling Parties hereto within thirty (30) calendar days of:

- (a) the State Court's Final non-appealable refusal to enter the Notice Order in any material respect;
- (b) the State Court's Final non-appealable refusal to approve this Stipulation, any material part of it, or any part of ¶2.1 of the Stipulation including the definition of any defined term used in ¶2.1;
- (c) the State Court's Final non-appealable refusal to enter the Judgment (or

Alternative Judgment) in any material respect; (d) the date on which the Judgment (or Alternative Judgment) is modified or reversed by a court of appeal or any higher court in any material respect and such modification or reversal has become Final; or (e) the issuance of an order by the Federal Court declining to dismiss the Federal Action with prejudice, and such order has become Final.

10.3 Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, the Judgment (or Alternative Judgment) is vacated, or the Effective Date fails to occur for any reason, then the Settling Parties shall be deemed to have reverted to their respective statuses and positions in the Actions as of the date of this Stipulation, and the fact and terms of the Settlement shall not be admissible in any trial of either the State Action or Federal Action, and, except as otherwise expressly provided, the Settling Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion of the Settlement Amount previously paid by or on behalf of Settling Defendants, together with any interest earned thereon (and, if applicable, re-payment of any attorneys' fee and expense award referred to in ¶5.1 hereof), less any actual and reasonable Notice and Administration Expenses incurred and any Taxes paid or due, shall be returned as soon as possible, and in any event within fourteen (14) calendar days after the date of the event causing such termination, to the Settling Defendants, insurers or other entity that contributed the funds.

11. No Admissions; Inadmissibility of Stipulation Except for Certain Purposes

11.1 Settling Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Specifically, Settling Defendants have denied and continue to deny all charges of wrongdoing or liability against them arising out of the conduct, statements, acts or omissions alleged or that could have been alleged in the Actions, including

each and every one of the claims alleged by Plaintiffs in the Actions on behalf of the Settlement Class, all claims in the State Action and Federal Action, and all claims alleged or that could have been alleged under the U.S. securities laws, including the U.S. Securities Act of 1933 and the U.S. Securities Exchange Act of 1934, arising out of the same conduct, statements, acts or omissions alleged in the Complaints in the Actions. Settling Defendants also have denied, and continue to deny, inter alia, the allegations that Plaintiffs or Settlement Class Members have suffered damage or were otherwise harmed by the conduct alleged in the Actions or that could have been alleged in the Actions. Settling Defendants have asserted, and continue to assert, that, at all times, they acted in good faith and in a manner they reasonably believed to be in accordance with all applicable rules, regulations, and laws, and further maintain that they have meritorious defenses. By entering into this Settlement, Settling Defendants make no admission of liability or any form of wrongdoing whatsoever. Nonetheless, the Settling Defendants have determined that it is desirable and beneficial to them that the Actions be settled in the manner and upon the terms and conditions set forth in this Stipulation solely to avoid the further expense, inconvenience, and burden of the Actions, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of the Actions and the Released Plaintiffs' Claims. Accordingly, the Settling Parties agree that this Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it shall not be offered, received or construed against any Settling Defendant as evidence of, or evidence supporting a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, the deficiency of any defense that has been or could have been asserted, or the validity or infirmity of any claim that was or could have been asserted in the Actions, or in any way referred to for any other reason as against any Settling Defendant, in any arbitration proceeding or any civil, criminal, or administrative action or proceeding,

other than for the purposes of effectuating the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court and becomes effective pursuant to its terms, a Settling Defendant may refer to it to effectuate the liability protection granted them hereunder, and nothing in this Settlement shall restrict the ability of any Settling Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein.

11.2 Plaintiffs assert and continue to assert that they had a good faith basis to bring the claims they brought in the State and Federal Actions, respectively. Accordingly, the Settling Parties agree that this Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it shall not be offered or received against any Plaintiff as evidence of, or evidence supporting, any presumption, concession, or admission against any Plaintiff or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by any Defendant have any merit, or that damages recoverable under any Complaint filed in either the State or Federal Action would not have exceeded the Settlement Fund.

11.3 Notwithstanding the foregoing, any Settling Defendant, Plaintiff, Settlement Class Member, and/or Related Person may file the Stipulation and/or the Final Judgment in any action that may be (a) 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 similar defense or counterclaim, or (b) brought to enforce the Settlement or this Stipulation.

12. Miscellaneous Provisions

12.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by any Plaintiff and/or Settlement Class Member against the Released Defendants' Parties with respect to the Released Claims. The Parties agree that the portions and the entirety of the Settlement Amount contributed by any of the Settling Defendants, and the other terms of the Settlement, were negotiated at arm's length and in good faith by the Settling Parties. The Settling Parties further agree that the Settlement was reached voluntarily and only after negotiations conducted under the auspices of a highly experienced mediator (during which all participating Parties were represented by experienced legal counsel) and continued negotiations between the Settling Parties after the mediation session.

12.3 This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties hereto. To the extent that any Settling Party waives (or should, notwithstanding the foregoing sentence, be deemed to have waived) any particular provision or provision(s) of this Stipulation, such waiver shall not constitute or be deemed to constitute a waiver of any other provisions. Similarly, the waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver by any other Settling Party, or of any other prior or subsequent breach of this Stipulation.

12.4 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

12.5 The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the State Court, and the State Court shall also retain jurisdiction for the purpose of entering orders relating to the Fee and Expense Application, the Plan of Allocation, and the enforcement of the terms of this Stipulation.

12.6 This Stipulation and its exhibits constitute the agreement among the Settling Parties hereto concerning the Settlement of the State Action and the Federal Action, and no representations, warranties, or inducements have been made by any Settling Party hereto concerning this Stipulation and its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

12.7 This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Settling Parties hereto. No assignment shall relieve any Settling Party hereto of obligations hereunder.

12.8 To the maximum extent permitted by federal law, this Stipulation shall be governed by, construed, performed, and enforced in accordance with the laws of the State of New York without regard to any other state, federal or foreign laws, principles, policies, or provisions governing choice of law.

12.9 The Settling Parties acknowledge that each Settling Party has participated jointly and equally in the negotiation and drafting of this Stipulation. In the event an ambiguity or question of intent or interpretation arises, such ambiguity shall not be construed against any Settling Party, and no presumption or burden of proof shall arise favoring or disfavoring any Settling Party solely by virtue of the authorship of any of the provisions of this Stipulation.

12.10 All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

12.11 The Settling Parties agree not to assert in any forum that any Settling Party violated any provision of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 11), the Private Securities Litigation Reform Act of 1995, the New York Civil Practice Laws and Rules, 22 New York Code, Rules and Regulations Part 130, or any other similar statute, rule,

or law in connection with the commencement, maintenance, defense, litigation and/or resolution of either of the Actions.

12.12 The Settling Parties shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and the Settling Parties and their respective counsel agree to cooperate reasonably with one another in seeking judicial approval of the Notice Order, the Stipulation and the Settlement, and the Judgment (or Alternative Judgment), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final judicial approval of the Settlement.

12.13 The Released Defendants' Parties are intended third-party beneficiaries of this Stipulation. The Settling Parties to this Stipulation intend for those third-party beneficiaries to be able to enforce the terms of this Stipulation as if they were parties to this Stipulation.

12.14 While approval of this Stipulation is pending, the Settling Parties shall cooperate in seeking a stay of (or the equivalent of a stay of) all non-settlement related proceedings amongst them in the State Action and the Federal Action.

12.15 Nothing in this Stipulation, or the negotiations related thereto, is intended to be, or shall be deemed to, constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, common-interest privilege, joint-defense privilege, or work-product protection.

12.16 This Stipulation may be executed in one or more counterparts, and facsimile or scanned signatures shall have the same force and effect as original signatures, and the exchange of fully executed copies of this Stipulation may similarly be effectuated by pdf/email to the email addresses shown below for the Settling Parties' respective counsel. All executed counterparts and each of them shall be deemed to be part of one and the same instrument.

12.17 Except as otherwise provided herein, each Settling Party shall bear its own costs.

12.18 Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential, except where disclosure may be required by law.

12.19 No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

12.20 If any Party is required to give notice to another Settling Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs

State Lead Counsel

THE ROSEN LAW FIRM P.A.
Phillip Kim (philkim@rosenlegal.com)
Jing Chen (jchen@rosenlegal.com)
275 Madison Avenue, 40th Floor
New York, New York 10016

Federal Lead Counsel

POMERANTZ LLP
Jeremy Lieberman (jlieberman@pomlaw.com)
Samantha Daniels (sdaniels@pomlaw.com)
600 Third Avenue, Floor 20
New York, NY 10016

If to Settling Defendants:

Golden Heaven

HUNTER TAUBMAN FISCHER & LI LLC
Mark Hunter (mhunter@htlawyers.com)
848 Brickell Avenue, Suite 200
Miami, Florida 33131

Borgers

JOHNSON TRIAL LAW
James M. Johnson (james@johnsontrial.com)
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401

Underwriter Defendants

MICHAEL BEST & FRIEDRICH, LLP
Evan S. Strassberg (esstrassberg@michaelbest.com)
650 S. Main St., Suite 500
Salt Lake City, Utah 84101

Cogency Defendants

K&L Gates LLP
Joanna A. Diakos (Joanna.DiakosKordalis@klgates.com)
599 Lexington Ave.
New York, NY 10022

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of April 28, 2026.

Dated: April 28, 2026

POMERANTZ LLP

/s/ JEREMY LIEBERMAN

JEREMY LIEBERMAN
SAMANTHA DANIELS
600 Third Avenue, Floor 20
New York, NY 10016
Telephone: 212-661-1100
jlieberman@pomlaw.com
sdaniels@pomlaw.com

Counsel for Federal Plaintiff

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC

PERETZ BRONSTEIN
60 East 42nd Street, Suite 4600
New York, NY 10165
Telephone: 212-697-6484
peretz@bgandg.com

Additional Counsel for Federal Plaintiff

Dated: April 28, 2026

THE ROSEN LAW FIRM, P.A.

/s/ PHILLIP KIM

PHILLIP KIM
JING CHEN
275 Madison Ave, 40th Floor
New York, NY 10016
Telephone: 212-686-1060
philkim@rosenlegal.com
jchen@rosenlegal.com

Counsel for State Plaintiff

Dated: April 28, 2026

JOHNSON TRIAL LAW

/s/ JAMES M. JOHNSON

JAMES M. JOHNSON
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Telephone: 424-272-6680
james@johnsontrial.com

Counsel for Defendant BF Borgers CPA

Dated: April 28, 2026

MICHAEL BEST & FRIEDRICH, LLP

/s/ EVAN S. STRASSBERG

EVAN S. STRASSBERG

650 S. Main Street, Suite 500
Salt Lake City, UT 84101
Telephone: 801-833-0500
esstrassberg@michaelbest.com

Counsel for R.F. Lafferty & Co., Ltd. And Revere Securities LLC

Dated: April 28, 2026

K&L GATES LLP

/s/ JOANNA A. DIAKOS

JOANNA A. DIAKOS
599 Lexington Ave.
New York, NY 10022
Telephone: 212-536-4807
Joanna.DiakosKordalis@klgates.com

Counsel for Defendants Cogency Global Inc. and Colleen A. De Vries

Dated: April 28, 2026

HUNTER TAUBMAN FISCHER & LI LLC

/s/ MARK DAVID HUNTER

MARK DAVID HUNTER
JENNY JOHNSON-SARDELLA
848 Brickell Avenue, Suite 200
Miami, Florida 33131
Telephone: (305) 629-1180
mhunter@htflawyers.com
jsardella@htflawyers.com

Counsel for Defendant Golden Heaven Group Holdings Ltd.

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG,
BIN CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY &
CO., COGENCY GLOBAL INC.,
COLLEEN A. DE VRIES, QINGYU
INVESTMENT LTD., XUEZHENG CHEN,
and JINZHENG INVESTMENT CO PTE.
LTD,

Defendants.

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

PART 53

EXHIBIT A

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE**

WHEREAS, (a) plaintiff and proposed class representative Udani Family Living Trust, Dated 9/18/2015 (the “State Plaintiff”) in the action captioned *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.) (the “State Action”), pending before the Supreme Court of the State of New York, County of New York, Commercial Division (the “State Court” or “Court”), on behalf of themselves and the Settlement Class (as defined below); (b) lead plaintiff and proposed class representative Rahul Patange (the “Federal Plaintiff” and, together with the State Plaintiff, the “Plaintiffs”) in a related action captioned *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619 (C.D. Cal.), pending in the United States District Court for the Central District of California (the “Federal Action” and, together with the State Action, the “Actions”); (c) Defendant Golden Heaven Group Holdings Ltd. (“Golden Heaven”); (d) Defendants Revere Securities LLC and R.F. Lafferty & Co., Inc. (the “Underwriter Defendants”); (e) Defendants Colleen A. De Vries and Cogency Global Inc. (the “Cogency Defendants”); and (f) BF Borgers CPA PC, a defendant in the Federal Action (“Borgers,” and, together with Golden Heaven, Underwriter Defendants and Cogency Defendants, the “Settling Defendants”) have entered into the Stipulation of Settlement, dated April 28, 2026 (the “Stipulation”)¹, which is subject to review under Article 9 of the New York Civil Practice Law and Rules (“CPLR”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed Settlement and dismissal of the above-captioned State Action and the Federal Action against the Defendants;² and the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

¹ Capitalized terms used herein have the meanings set forth in the Stipulation.

² Defendants are Settling Defendants and Defendants Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Pursuant to §§901 and 902 of the CPLR and for the purposes of the Settlement only, the State Action is hereby preliminarily certified as a class action on behalf of a Settlement Class consisting of all Persons that: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven's IPO conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 through December 8, 2023, inclusive. Excluded from the Settlement Class are: (i) Defendants; (ii) the officers, directors, control person, predecessors, and affiliates of Defendants at all relevant times; (iii) any entity in which Defendants have or had a controlling interest; (iv) immediate family members of any excluded Person; (v) the legal representatives, heirs, successors, assigns or assignees of any excluded Person or entity; (vi) Defendants' employee retirement and/or benefit plan(s) and their participants and/or beneficiaries to the extent they purchased or acquired Golden Heaven Stock through any such plan(s); (vii) any Person who purchased Golden Heaven Stock in private transactions and/or on private exchanges; (viii) any Person who submits a request for exclusion from the Settlement that is accepted by the Court; and (ix) any Person who suffered no compensable losses as determined by the Plan of Allocation. Settling Defendants stipulate, agree, and consent to the definitions of "Settlement Class" and "Settlement Class Member" for the sole purpose of the Settlement, and without prejudice to their right to contest class certification if the Settlement is not approved by the Court, is terminated or cancelled, or fails to become effective for any reason.

2. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for class certification under CPLR §901 have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual members; (c) the claims of the

Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) the Plaintiffs and their chosen counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Actions.

3. In so finding, the Court has considered each of the following additional factors under CPLR §902 and finds that they also support class certification, namely:

(a) the (lack of) interest of members of the Settlement Class in individually controlling the prosecution of separate actions;

(b) the impracticability and inefficiency of prosecuting or defending separate actions;

(c) the extent and nature of any litigation concerning the controversy already commenced by or against members of the Settlement Class, including the benefits to the Settlement Class and the broader interests of judicial efficiency in resolving both the State Action and the Federal Action through a global settlement in accordance with the terms of the Stipulation;

(d) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, including the benefits to the Settlement Class and the broader interests of judicial efficiency in resolving both the State Action and the Federal Action through a global settlement in accordance with the terms of the Stipulation; and

(e) the (lack of) difficulties likely to be encountered in the management of a class action, given, *inter alia*, that the proposed Settlement Class is being settled in the context of a settlement (such that, if the Settlement is approved, there will be no class action litigation for the Court to manage).

4. Pursuant to Article 9 of the CPLR, preliminarily and for purposes of the Settlement only, the Plaintiffs are certified as the class representatives (“Class Representatives”) of the Settlement Class and The Rosen Law Firm, P.A. (“State Lead Counsel”) and Pomerantz LLP

(“Federal Lead Counsel”) are appointed as Class Counsel (“Class Counsel”) for the Settlement Class.

5. The Court preliminarily finds that: (a) the Stipulation resulted from good faith, arm’s-length negotiations, which included first an in-person mediation session conducted under the auspices of an independent mediator, Jed Melnick of JAMS ADR (who has extensive experience in mediating class action litigations of this type), followed by continued negotiations between the Settling Parties after the mediation; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a final Fairness Hearing to be held following the issuance of such notice pursuant to CPLR §909.

6. The Court therefore preliminarily approves the Settlement, subject to further consideration at the Fairness Hearing.

7. The Court hereby schedules the Fairness Hearing, to be held before the Court, on September 24, 2026, at __:___.m. for the following purposes:

(a) to determine finally whether the requirements for class action treatment under Article 9 of the CPLR are satisfied;

(b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the State Action against the Settling Defendants on the merits and with prejudice, and whether the Released Plaintiffs’ Parties shall release the Released Claims and whether the Released Defendants’ Parties shall release the Released Defendants’ Claims, as set forth in the Stipulation, should be ordered;

(d) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

(e) to consider Class Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (including any compensatory awards to the representative Plaintiffs);

(f) to consider any valid objections or requests for exclusion submitted to the Court, as further provided for herein and in the accompanying proposed forms of Notice; and

(g) to rule upon such other matters as the Court may deem appropriate.

8. The Court reserves the right to modify this Order to provide that the Fairness Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Plaintiffs' Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Fairness Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about the Actions (the "Settlement Website").

9. The Court also reserves the right to adjourn the Fairness Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final Fairness Hearing shall not be set at a time or date earlier than the time and date set forth in ¶7 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

10. Following the Fairness Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Settling Parties may agree, without further notice, and to enter its Judgment approving the Settlement and dismissing the Actions against Defendants on the merits and with prejudice, and regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

11. The Court approves the form and substance of: (a) the Long Notice; (b) the Summary Notice; (c) the Proof of Claim; and (d) the Postcard Notice, all of which are exhibits to the Stipulation and are also attached to this Order as Exhibits A1-A4.

12. The Court finds that Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

13. Strategic Claims Services is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

14. Settling Defendants shall pay the amounts (collectively, the “Settlement Amount”) set forth below to settle Plaintiffs’ claims against the Defendants in the Actions in accordance with the following payment schedule:

- (a) The Underwriter Defendants, Cogency Defendants, and Borgers shall pay a total of U.S. \$600,000 to settle the claims against them in the Actions, allocated as follows:
 - (i) Borgers: \$50,000
 - (ii) Underwriter Defendants: \$500,000
 - (iii) Cogency Defendants: \$50,000

These payments shall be made by wire into the Escrow Account within fifteen (15) calendar days from execution of their respective Settlement Term Sheets entered into with Plaintiffs. The Underwriter Defendants, Cogency Defendants, and Borgers have paid the full amount of their respective portions of the Settlement Amount.

- (b) Defendant Golden Heaven shall pay U.S. \$1,100,000 in cash into the Escrow Account in three installments to settle the claims against the Golden Heaven Defendants according to the following schedule:

- (i) \$366,667 due and payable on the later of (a) May 30, 2026, or (b) fourteen (14) calendar days of the entry of this Order;
- (ii) \$366,667 due and payable on the later of (a) July 31, 2026, or (b) sixty (60) calendar days after the first installment; and
- (iii) \$366,666 due and payable on the later of (a) September 30, 2026, or (b) sixty (60) calendar days after the second installment.

15. Within twenty-eight (28) calendar days of entry of this Order, the Claims Administrator shall (a) email links to the location of the Long Notice and Proof of Claim, substantially in the form annexed to the Stipulation as Exhibit A-1 and Exhibit A-2, to Settlement Class Members for whom the Claims Administrator is able to obtain email addresses; or (b) if no email address can be obtained, cause the Postcard Notice, substantially in the form annexed to the Stipulation as Exhibit A-4, to be mailed by first class mail, postage prepaid, to Settlement Class Members who can be identified with reasonable effort by Class Counsel, including nominees or custodians who purchased or otherwise acquired Golden Heaven Stock during the Settlement Class Period as record owners but not as beneficial owners. In accordance with ¶4.3 of the Stipulation, to the extent it has not already done so, Settling Defendants shall provide to the Claims Administrator the last known names and addresses of all persons who, based on the records of Settling Defendants or of the depository bank for Settling Defendants, are likely members of the Settlement Class, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Nominees or custodians receiving the Notice are hereby directed, within ten (10) calendar days of receipt of the Notice, to either (a) request additional copies of the Postcard Notice and, within ten (10) calendar days of receipt thereof, forward such copies of the Postcard Notice to their beneficial owners; (b) request the link to the electronic Long Notice and Proof of Claim on the Settlement Website and, within ten (10) calendar days of receipt, forward the link to their beneficial owners; or (c) provide the Claims Administrator with lists of the names,

last known addresses and email addresses (to the extent known) of such beneficial owners, in which case the Claims Administrator is directed to send the link to the electronic Long Notice and Proof of Claim, where it is provided with an email address, or to otherwise mail the Postcard Notice promptly to such identified beneficial owners. Nominee purchasers who elect to send the Postcard Notice or the link to the Long Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, which expenses would not have been incurred except for the sending of such notice or the requirement to identify their beneficial holders. Reasonable out-of-pocket expenses actually incurred, *i.e.*, a direct pass through of costs, in connection with the foregoing includes up to \$0.02 per record for providing names, addresses, and email addresses to the Claims Administrator; up to a maximum of \$0.02 per Postcard Notice mailed by nominees or custodians, plus postage at the pre-sort rate used by the Claims Administrator; or \$0.02 per Notice sent by email.

16. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Settling Defendants, and file with the Court, proof of the mailing of the Postcard Notice as required by this Order.

17. Within sixteen (16) calendar days after the entry of the Order, the Claims Administrator shall cause copies of the Stipulation, this Order, Long Notice, and the Proof of Claim, substantially in the forms attached hereto as Exhibits A-1 and A-2, respectively, to be posted on the Settlement Website, from which copies of the Long Notice and Proof of Claim can be downloaded. The Claims Administrator shall also mail copies of the Long Notice and Proof of Claim upon request.

18. Class Counsel, through the Claims Administrator, shall cause the Summary Notice, substantially in the form annexed hereto as Exhibit A-3, to be published electronically once on *GlobeNewswire* and in print once in *Investor's Business Daily* within twenty (20) calendar days of entry of this Order. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Settling Defendants, and file with the Court, proof of publication of the Summary Notice.

19. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Article 9 of the CPLR, and all other applicable laws and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

20. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Class Representatives nor Class Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided in the Stipulation.

21. To be eligible to participate in any recovery from the Net Settlement Fund, if the Settlement becomes effective, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Each Person claiming to be an Authorized Claimant shall submit to the Claims Administrator a properly completed Proof of Claim, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator, at the Claims Administrator's Post Office Box indicated in the Notice, postmarked no later than September 3, 2026 (twenty-one (21) calendar days prior to the Settlement Fairness Hearing). If electronically through the Settlement Website, the Proof of Claim must be submitted by 11:59 p.m. EST of the deadline to submit claims.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel may, in their discretion (a) accept for processing late-submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby; and (b) waive what Class Counsel deem to be *de minimis* or technical defects in any Proof of Claim submitted. No Person shall have any claim against any Class Representative, Class Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims.

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) if submitted by mail provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner, including submitted electronically through the Settlement Website, shall be deemed to

have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within fourteen (14) calendar days after the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(e) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the Settlement in connection with processing of the Proof of Claim, nor shall any discovery from or of Settling Defendants be allowed on any topic except as otherwise provided for in the Stipulation or herein at ¶14 above.

22. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and the Settlement becomes effective, and will be permanently barred and enjoined from bringing

any action, claim, or other proceeding of any kind against the Released Defendants' Parties with respect to the Released Claims.

23. Settlement Class Members shall be bound by all determinations and judgments in the Actions whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is postmarked no later than twenty-one (21) calendar days prior to the final Fairness Hearing (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Notice. To be valid, an exclusion request must clearly: (a) state the name, address, phone number and any e-mail address (if any) of the Person seeking exclusion; (b) state that the sender "requests to be excluded from the Settlement Class in *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.)"; and (c) state (i) the date, number of Golden Heaven Stock, and dollar amount of each of their purchases, acquisitions or sales of such securities during the Settlement Class Period, and (ii) the number of Golden Heaven Stock they held as of the close of trading on March 8, 2024. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion.

24. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Settling Defendants' counsel and to Class Counsel as soon as possible and no later than the Exclusion Deadline or on receipt (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

25. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Settling Defendants' counsel or the Court a written revocation of that request for exclusion, provided that it is received no later than two (2) calendar days before the Fairness Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

26. The Court will consider objections to the Settlement, the Plan of Allocation, and the Fee and Expense Application; provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation or the Fee and Expense Application or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed their objection(s) (and any supporting papers and briefs) with the Clerk of the Court, New York Supreme Court, New York County, 60 Centre Street, New York, NY 10007 *and* served copies of such materials on all of the following counsel no later than September 3, 2026 (twenty-one (21) calendar days before the final Fairness Hearing):

Plaintiffs' Lead Counsel	Settling Defendants' Counsel
<p data-bbox="201 249 451 279">State Lead Counsel</p> <p data-bbox="201 323 630 499">THE ROSEN LAW FIRM P.A. Phillip Kim (philkim@rosenlegal.com) 275 Madison Avenue, 40th Floor New York, New York 10016</p> <p data-bbox="201 579 483 609">Federal Lead Counsel</p> <p data-bbox="201 653 802 791">POMERANTZ LLP Jeremy Lieberman (jlieberman@pomlaw.com) 600 Third Avenue, Floor 20 New York, NY 10016</p>	<p data-bbox="836 249 1040 279">Golden Heaven</p> <p data-bbox="836 323 1419 499">HUNTER TAUBMAN FISCHER & LI LLC Mark Hunter (mhunter@htflawyers.com) 848 Brickell Avenue, Suite 200 Miami, Florida 33131</p> <p data-bbox="836 579 943 609">Borgers</p> <p data-bbox="836 653 1224 829">JOHNSON TRIAL LAW James M. Johnson (james@johnsontrial.com) 100 Wilshire Blvd., Suite 700 Santa Monica, CA 90401</p> <p data-bbox="836 909 1149 938">Underwriter Defendants</p> <p data-bbox="836 982 1354 1159">MICHAEL BEST & FRIEDRICH, LLP Evan S. Strassberg (esstrassberg@michaelbest.com) 650 S. Main St., Suite 500 Salt Lake City, Utah 84101</p> <p data-bbox="836 1239 1105 1268">Cogency Defendants</p> <p data-bbox="836 1312 1343 1488">K&L GATES LLP Joanna A. Diakos (Joanna.DiakosKordalis@klgates.com) 599 Lexington Ave. New York, NY 10022</p>

To be valid, an objection must set forth: (1) the Settlement Class Member's name, address, telephone number, and any e-mail address (if any); (2) a list of all of the objector's purchases, acquisitions, sales, and dispositions of Golden Heaven Stock during the Settlement Class Period (in order to show their membership in the Settlement Class); (3) all grounds for the objection; (4) the name, address, and telephone number of the Settlement Class Member's counsel, if any; and (5) a list of any other class action settlement(s) in which the objector or his, her or its counsel has

objected. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, and/or Fee and Expense Application must state in their written objection that they intend to appear at the Fairness Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Fairness Hearing. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall be: deemed to have waived all such objections; forever foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation or the Fee and Expense Application; bound by all the terms and provisions of the Stipulation and by all proceedings, orders and judgments in the Actions; and foreclosed from appealing from any judgment or order entered in the Actions.

28. All papers in support of the Settlement, Plan of Allocation and/or the Fee and Expense Application shall be filed and served no later than twenty-eight (28) calendar days before the Fairness Hearing.

29. Any submissions filed in response to any objections or in further support of the Settlement, Plan of Allocation and/or Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Fairness Hearing.

30. Settling Defendants, their counsel, and other Released Defendants' Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation or the Fee and Expense Application (including any payments to the representative plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

31. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Actions against Defendants, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

32. All funds held in the Escrow Account shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation, Plan of Allocation and/or further order of the Court.

33. Neither this Order, nor the Stipulation (including the Settlement contained therein) 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, concession, or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by any Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in either Action, or of any deception, wrongdoing, liability, negligence or fault of Settling Defendants, the Released Defendants' Parties, or each or any of them, or that any Plaintiff or Settlement Class Member was harmed or damaged by any conduct by Settling Defendants;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or the Released Defendants' Parties in any arbitration proceeding or any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered or received against the Settling Parties, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, as an admission, concession or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in either Action, the truth or falsity of any fact alleged by the Plaintiffs or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in either Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in either Action would have been greater or less than the Settlement Fund, or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

34. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties or the Released Plaintiffs' Parties, and each Plaintiff and Settling Defendant shall be restored to his, her or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

35. The Court retains exclusive jurisdiction to consider all further matters arising out of, or relating to, the Settlement and the Stipulation including, by way of illustration and not limitation, the enforcement thereof.

DATED: _____, 2026

THE HONORABLE ANDREW BORROK
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

EXHIBIT A-1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG, BIN
CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY & CO.,
COGENCY GLOBAL INC., COLLEEN A.
DE VRIES, QINGYU INVESTMENT LTD.,
XUEZHENG CHEN, and JINZHENG
INVESTMENT CO PTE. LTD,

Defendants

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

Part 53

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE GOLDEN HEAVEN GROUP
HOLDINGS LTD. SECURITIES
LITIGATION

Case No. 2:23-cv-10619-HDV-SK

CLASS ACTION

THIS DOCUMENT RELATES TO: ALL
ACTIONS

EXHIBIT A-1

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

If you (i) purchased Golden Heaven Group Holdings Ltd.'s ("Golden Heaven" or the "Company") ordinary shares ("Golden Heaven Stock") pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven's initial public offering conducted on or about April 12, 2023 ("IPO"); or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive ("Settlement Class Period"), you may be eligible for a payment from a proposed class action settlement (the "Settlement").¹

A New York State Court authorized this Notice. This is not attorney advertising.

- The Settlement, subject to judicial approval, will resolve all claims asserted by Plaintiffs against the Defendants (as defined in the Stipulation and herein) in the two putative securities class actions, namely (i) *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.) (the "State Action"), pending in the Supreme Court of the State of New York, County of New York, Commercial Division (the "State Court" or "Court") and (ii) *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619-HDV-SK (C.D. Cal.), pending in the United States District Court for the Central District of California (the "Federal Action" and, together with the State Action, the "Actions"). The Actions concern whether Defendants violated the federal securities laws by materially misrepresenting and/or omitting material facts in the Registration Statement issued in connection with Golden Heaven's IPO and, in the case of the Federal Action, certain other of the Company's statements.
- Defendants deny all allegations of wrongdoing or liability asserted by the Plaintiffs, and deny that the Plaintiffs or any other members of the Settlement Class (as defined below) (each a "Settlement Class Member") have suffered damages or were harmed by the conduct alleged in the Actions. The Settling Parties therefore disagree on whether investors are entitled to any recovery at all, and on the monetary amount of any potential award of damages if investors prevailed at trial.
- "Settling Defendants" means the following defendants: Golden Heaven, BF Borgers CPA PC ("Borgers"); Revere Securities LLC; R.F. Lafferty & Co., Inc. (Revere Securities LLC and R.F. Lafferty & Co., Inc. collectively, the "Underwriter Defendants"); Colleen A. De Vries; and Cogency Global Inc. (Colleen A. De Vries and Cogency Global Inc. collectively, the "Cogency Defendants").
- "Defendants" mean Settling Defendants and Defendants Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd.

¹ This Notice incorporates by reference the definitions in the Stipulation of Settlement dated April 28, 2026 (the "Stipulation"). Unless otherwise defined herein, all capitalized terms shall maintain the same meaning as those set forth in the Stipulation. The Stipulation can be obtained at www.strategicclaims.net/GoldenHeaven.

- “Plaintiffs” refers collectively to: (a) plaintiff Udani Family Living Trust, Dated 9/18/2015 in the State Action (the “State Plaintiff”); and (b) lead plaintiff Rahul Patange in the Federal Action (the “Federal Plaintiff”).
- “Settling Parties” means Plaintiffs and Settling Defendants.
- The Court will hold a Fairness Hearing on September 24, 2026, at _____ to decide whether to approve the Settlement (the “Fairness Hearing”). The Settlement provides that: (i) Borgers shall pay \$50,000 in cash; (ii) the Underwriter Defendants shall pay \$500,000 in cash; (iii) the Cogency Defendants shall pay \$50,000 in cash; and (iv) Golden Heaven shall pay \$1,100,000 in cash (totaling U.S. \$1,700,000, the “Settlement Amount”) for the benefit of the Settlement Class according to the payment schedule specified in Section 3 of the Stipulation. The Net Settlement Fund – consisting of the Settlement Amount plus interest (net of taxes) earned thereon, minus Notice and Administration Expenses, Court-approved attorneys’ fees and expenses, and any Court-approved compensatory awards to Plaintiffs – shall be used to pay claims of investors who suffered damages therefrom and who: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with the IPO; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive.
- The Settlement represents an average recovery of \$0.18 per share of Golden Heaven Stock for the roughly 9.3 million estimated Golden Heaven shares that Plaintiffs allege were damaged and declined in value as a result of Defendants’ alleged misconduct during the Settlement Class Period and/or in connection with the IPO. A Golden Heaven share may have traded more than once during the relevant period. This estimate reflects only the average recovery per outstanding Golden Heaven share. It is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased, acquired, and sold Golden Heaven shares, the purchase, acquisition and sales prices, and the total number of claims filed. *See* Plan of Allocation on pages 14-18 below for more detail.
- To claim your share of the Settlement, you must submit a valid Proof of Claim and Release form (“Proof of Claim”) by September 3, 2026.
- Plaintiffs’ Counsel will submit a Fee and Expense Application – covering all attorneys’ fees and expenses in both Actions – asking the Court for an award of attorneys’ fees of up to one-third of the Settlement Fund and payment of up to \$170,000 in litigation expenses. Plaintiffs’ Counsel have expended considerable time and effort litigating the claims at issue on a fully contingent-fee basis, and have advanced all litigation expenses, in the expectation that if they succeeded in obtaining a recovery for the Settlement Class they would be paid from such recovery. Along with the Fee and Expense Application, Plaintiffs’ Counsel may also request compensatory awards to the two Plaintiffs for their service to the Settlement Class, totaling up to \$20,000 in the aggregate (not to exceed \$10,000 each).

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

- The Court has not yet approved the Settlement. Payments on valid claims will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A PROOF OF CLAIM	The only way to be eligible to get a payment is to submit a Proof of Claim. Proofs of Claim must be postmarked or submitted online by _____, 2026. <i>See</i> response to question 11 below.
EXCLUDE YOURSELF	You will receive no payment if you exclude yourself from the Settlement. However, this is the only option that allows you to ever be part of any other lawsuit against the Defendants or any other Related Persons regarding the legal claims in this case. Requests for exclusion must be postmarked by _____, 2026. <i>See</i> response to question 14 below.
OBJECT	You may write to the State Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses or Plaintiffs' compensatory awards. You will still be a member of the Settlement Class even if you file an objection. Objections must be received by _____, 2026. <i>See</i> response to question 19 below.
GO TO THE HEARING ON SEPTEMBER 24, 2026	You may ask to speak during the Fairness Hearing before the State Court about the fairness of the Settlement. Requests to speak must be received by September 3, 2026. <i>See</i> responses to questions 21-23 below.
DO NOTHING	If you do nothing, you will not receive any payment and you will not be able to ever be part of any other lawsuit against the Defendants or any other Related Persons regarding the legal claims in this case.

INQUIRIES

Please do not contact either the State Court or the Federal Court regarding this Notice. All inquiries concerning this Notice, the Proof of Claim, or any other questions by Settlement Class Members should be directed to the Court-appointed Claims Administrator – Strategic Claims Services – or to one of the below-listed Plaintiffs' Lead Counsel:

*Golden Heaven Securities
Litigation* c/o Strategic Claims
Services
P.O. Box 230, 600 N. Jackson
Street, Suite 205
Media, PA 19063
Email: info@strategicclaims.net.

Jeremy Lieberman
Pomerantz LLP
600 Third Avenue, Floor
20
New York, NY 10016
Email:
jlieberman@pomlaw.com

Phillip Kim
The Rosen Law Firm, P.A.
275 Madison Ave., 40th Floor
New York, NY 10016
Email: philkim@rosenlegal.com

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may have purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive, and/or purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with the Company's IPO conducted on or about April 12, 2023, and were damaged thereby. Receipt of this Notice or the Postcard Notice does not mean that you are a member of the Settlement Class or that you will be entitled to receive a payment. The Settling Parties do not have access to your individual investment information.

2. What are the Actions about?

The proposed Settlement will resolve all claims asserted by Plaintiffs against Defendants in the State Action and the Federal Action (*see* page 1 of this Notice), which were both brought on behalf of a substantively identical class of Golden Heaven investors. The State Action alleges that Defendants violated certain federal securities laws by making misrepresentations and/or omissions of material facts and associated risks in Golden Heaven's Registration Statement, including key metrics of Golden Heaven's business. The Federal Action alleges much of the same misconduct. Both Actions also allege that Defendants' misstatements or omissions artificially inflated Golden Heaven's price during the Settlement Class Period. Defendants deny all allegations of wrongdoing and liability asserted in the Actions.

3. What has happened so far in the Actions?

The State Action is a class action filed December 8, 2023. The State Action is brought on behalf of all those who purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with the Company's IPO (as defined in the Stipulation) and were allegedly damaged thereby, and which asserts claims against the Defendants for alleged violations of §§11 and 15 of the Securities Act of 1933 (the "1933 Act"). The State Plaintiff filed their Amended Complaint against the Defendants on February 14, 2024 in the State Court. On April 15, 2024, Golden Heaven, Cogency Defendants and Underwriter Defendants filed their respective answers to the Amended Complaint. On November 10, 2025, State Plaintiff filed the Second Amended Complaint, adding new defendants Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd. and additional facts that transpired after the filing of the Amended Complaint. Discovery is currently ongoing. On December 1, 2025, Golden Heaven filed an answer to the Second Amended Complaint.

The Federal Action is a Consolidated Class Action first filed on December 19, 2023 and consolidated on April 11, 2024. On July 1, 2024, the Federal Plaintiff filed an Amended Class Action Complaint for Violation of the Federal Securities Laws, and on July 16, 2025, Federal Plaintiff filed a Corrected Amended Class Action Complaint, both asserting claims under §§11, 12, and 15 of the 1933 Act and §§10(b) and 20(a) of the Securities Exchange Act of 1934. On March 3, 2025, the Federal Court denied Defendants' motions to dismiss these claims. On March 17 and 18, 2025, Defendants filed their answers to the Corrected Amended Class Action Complaint. On October 16, 2025, Plaintiff filed a motion to amend the Corrected Amended Class Action

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Complaint, based on new facts discovered after the complaint was filed, and requesting to add new Defendants, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd. On December 18, 2025, the Federal Court granted that motion to amend, and on January 28, 2026, Plaintiff filed a Second Amended Complaint adding those new parties. Discovery is currently ongoing.

This Settlement resolves all claims by Plaintiffs against Defendants.

4. Why is this a class action?

In a class action, one or more persons called “plaintiffs” sue on behalf of all persons who have similar claims. All of the persons with similar claims are referred to as a “class.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. Why is there a settlement?

This matter has not gone to trial and neither the State Court nor the Federal Court has decided the claims at issue in favor of Plaintiffs or Defendants. Instead, after an in-person mediation session conducted under the auspices of a neutral and highly experienced mediator and continued negotiations after the mediation, Plaintiffs and the Settling Defendants have agreed to settle the claims against Defendants. Plaintiffs and Plaintiffs’ Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Defendants. Among the reasons that Plaintiffs and Plaintiffs’ Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they would be able to show that Defendants made false and misleading statements of material fact with the requisite state of mind, and whether there would be funds available to satisfy a judgement if the litigation were to proceed through trial.

The Settlement allows both sides to avoid the risks and cost of further lengthy and complex litigation in either Action, while allowing a recovery for the Settlement Class to occur now in exchange for a release of all “Released Claims” against any of the “Released Defendants’ Parties” (as defined in the Stipulation).

After taking into account the uncertainties, risks and likely costs and expenses of further litigation in this complex securities action, Plaintiffs and their counsel believe that the portions of the Settlement Amount that the respective Settling Defendants shall pay to settle the claims against Defendants are fair, reasonable, and in the best interests of the Settlement Class Members. The Defendants have denied and continue to deny all the claims asserted in both Actions, but acknowledge that further litigation could prove lengthy and expensive, and have therefore also agreed to settle and finally resolve all claims against Defendants in both Actions, on the terms set forth in the Stipulation.

WHO IS INCLUDED IN THE SETTLEMENT?

6. How do I know if I am included in or affected by the Settlement?

The “Settlement Class” means all Persons that: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven’s

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

initial public offering conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive.

7. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) Defendants; (ii) the officers, directors, control persons, predecessors, and affiliates of Defendants at all relevant times; (iii) any entity in which Defendants have or had a controlling interest; (iv) immediate family members of any excluded Person; (v) the legal representatives, heirs, successors, assigns or assignees of any excluded Person or entity; (vi) Defendants' employee retirement and/or benefit plan(s) and their participants and/or beneficiaries to the extent they purchased or acquired Golden Heaven Stock through any such plan(s); (vii) any Person who purchased Golden Heaven Stock in private transactions and/or on private exchanges; (viii) any Person who submits a request for exclusion from the Settlement that is accepted by the Court as set forth in the response to question 14 below; and (ix) persons and entities who suffered no compensable losses as determined by the Plan of Allocation to be filed with the Court.

8. What if I am still not sure if I am included?

If you are still not sure if you are included, you can ask for free help. You can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004, by email at info@strategicclaims.net, or by facsimile at (610) 565-7985; visit the website www.strategicclaims.net/GoldenHeaven; or fill out and return the Proof of Claim form to see if you qualify.

WHAT ARE THE SETTLEMENT'S BENEFITS?

9. What does the Settlement provide?

The Settling Parties have agreed that: (i) Borgers shall pay \$50,000 in cash; (ii) the Underwriter Defendants shall pay \$500,000 in cash; (iii) the Cogency Defendants shall pay \$50,000 in cash; and (iv) Golden Heaven shall pay \$1,100,000 in cash into a settlement fund (totaling U.S. \$1,700,000, the "Settlement Amount") for the benefit of the Settlement Class according to the payment schedule specified in Section 3 of the Stipulation.

If the Settlement is approved by the Court and becomes effective, the Net Settlement Fund – consisting of: (a) the Settlement Amount plus interest (net of taxes and tax expenses) earned thereon, minus (b) Notice and Administration Expenses, Court-approved Plaintiffs' attorneys' fees and expenses, and any Court-approved compensatory awards to Plaintiffs – will be allocated among all "Authorized Claimants" (*i.e.*, among those eligible Settlement Class Members who timely submit valid Proofs of Claim and whose claims for recovery are allowed pursuant to the terms of the Stipulation or by the Court). Notice and Administration Expenses include the costs of printing and mailing Notice and the costs of claims administration and processing. Distribution to Authorized Claimants will be made according to a plan of allocation (*see* "Proposed Plan of Allocation of Net Settlement Fund Among Settlement Class Members" at pages 14-18 below) to be approved by the Court.

In return, if the Settlement is approved and becomes effective, the claims in both Actions will be dismissed against Defendants and all Settlement Class Members who have not validly

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

excluded themselves from the Settlement Class will be deemed to have waived, released, relinquished and forever discharged with prejudice all Released Claims against all Defendants and the other “Released Defendants’ Parties,” whether or not such Settlement Class Members submit Proofs of Claim. *See also* response to question 13 below.

10. How much will my payment be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of Golden Heaven shares purchased or acquired by Authorized Claimants. Payments will be calculated on a *pro rata* basis, meaning that the Net Settlement Fund will be divided among all Authorized Claimants and distributed accordingly. You will not receive a payment, however, if your proportionate share of the Net Settlement Fund is less than \$10.00. Distributions will not be made until after (a) the deadline for submitting Proofs of Claim has passed, and (b) the Claims Administrator has finished processing, reviewing, and verifying the validity of all Proofs of Claim received.

You can calculate your Recognized Claim under the formula contained in the proposed Plan of Allocation. *See* “Proposed Plan of Allocation” below. The payment you receive will reflect your Recognized Claim in relation to the Recognized Claims of all persons submitting valid Proofs of Claim. Because the total of all Recognized Claims is expected to exceed the amount of the Net Settlement Fund, your Recognized Claim is *not* the amount of the payment that you will receive, but will (together with all other Settlement Class Members’ Recognized Claim amounts) be used to calculate your (and other Authorized Claimants’) *pro rata* share of the Net Settlement Fund.

If there is any balance remaining in the Net Settlement Fund six (6) months after the date of the initial distribution of the Net Settlement Fund, if reasonably and economically feasible, that balance (after payment of any outstanding administrative fees or expenses) shall be reallocated among Authorized Claimants who cashed their initial payments consistent with the Plan of Allocation. Thereafter, any remaining balance will be donated to The Legal Aid Society of New York City, or to such other §501(c)(3) non-profit organization as may be deemed appropriate by the Court.

11. How can I get a payment?

To qualify for a payment, you must be an eligible Settlement Class Member and submit a timely and valid Proof of Claim.

A Proof of Claim is attached to this Notice. You may also obtain a Proof of Claim form at www.strategicclaims.net/GoldenHeaven. Read the instructions carefully, fill out the form, and sign it in the location indicated. The Proof of Claim form may be completed in two ways: (1) by completing and submitting it with copies of all requested documents electronically at www.strategicclaims.net/GoldenHeaven **by 11:59 p.m. ET on September 3, 2026**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than September 3, 2026**, to:

Golden Heaven Securities Litigation

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

12. When would I get my payment?

The State Court will hold a Fairness Hearing on September 24, 2026, at _____.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals afterwards. It also takes time for all the Proofs of Claim to be processed. Please be patient.

13. What am I giving up to get a payment or to stay in the Settlement Class?

Unless you timely and validly exclude yourself from the Settlement Class by the September 3, 2026, 2026 deadline, if you fit within the definition of the Settlement Class, you will continue to be a Settlement Class Member, which means that you cannot sue, continue to sue, or be part of any other lawsuit that brings any of the Released Claims (as defined in the Stipulation) against any of Defendants or other Released Defendants' Parties (as defined in the Stipulation). It also means that you will be bound by all of the Court's orders in the State Action. If you remain a Settlement Class Member, and if the Settlement is approved, you and your "Released Plaintiffs' Parties" (as defined in the Stipulation) will give up all "Released Claims" (as defined in the Stipulation), including "Unknown Claims" (as defined in the Stipulation), that you may have against the Released Defendants' Parties.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement and you want to keep any right you may have to sue or continue to sue Defendants or the other Released Defendants' Parties on your own, at your own expense, about the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or "opting out," from the Settlement Class.

14. How do I get out of the proposed Settlement?

To exclude yourself from the Settlement Class, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.);" and (B) states (i) the dates, number of shares, and prices of all purchases, acquisitions, sales, or dispositions of Golden Heaven Stock made by you or someone acting on your behalf during the Settlement Class Period (i.e. between April 13, 2023 and December 8, 2023, inclusive); and (ii) the number of Golden Heaven shares held by you as of the close of trading on March 8, 2024. In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase or acquisition, and, if applicable, sale or disposition transaction of Golden Heaven Stock during

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

the Settlement Class Period; and (ii) demonstrating your status as a beneficial owner of the Golden Heaven Stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than** _____, to the Claims Administrator at the following address:

Golden Heaven Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail.

If you properly exclude yourself, you will *not* receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

15. If I do not exclude myself, can I sue the Defendants or the other Released Defendants' Parties for the same thing later?

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue any of the Defendants or Released Defendants' Parties for the claims being released in this Settlement. If you have a pending lawsuit against any Defendant or other Released Defendants' Party, speak to your lawyer in that case immediately to determine if you have to exclude yourself from the Settlement Class in *this* matter to continue your own lawsuit. Remember, the exclusion deadline is **September 3, 2026**.

16. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Rosen Law Firm P.A., and Pomerantz LLP are the respective lead counsel in the State Action and the Federal Action to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Court to award attorneys' fees in an amount not to exceed one-third of the Settlement Amount, and for payment of their expenses in an amount not to exceed \$170,000, plus any interest on such fees and expenses at the same rate as may be earned by the Settlement Fund. In addition, Plaintiffs may apply for compensatory awards for their services in representing the Settlement Class, which will not exceed \$20,000 total or \$10,000 for each Plaintiff.

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

The attorneys' fees and expenses requested – which will represent the total Plaintiffs' attorneys' fees and expenses sought in *both* the State and Federal Actions with respect to the claims against the Defendants – will be the only payment that Plaintiffs' Counsel will receive for their work in achieving the Settlement and for the risks they took in representing the Settlement Class in this matter on a wholly contingent basis. To date, they have not been paid anything for their work in either Action, nor have they received any payment for the expenses they have advanced. The fees and expenses requested will compensate Plaintiffs' Counsel for their work in obtaining the Settlement Fund for the Settlement Class. Collectively, the requested attorneys' fees and expenses and Plaintiffs' compensatory award are estimated to equal roughly \$0.08 per allegedly damaged Golden Heaven share. If approved, the requested amounts will be paid from the Settlement Fund. If the Court awards less than the requested amounts, the difference will remain in the Settlement Fund.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I object to the proposed Settlement?

If you are a Settlement Class Member, you can object to the Settlement, Plan of Allocation, Plaintiffs' Counsel's application for attorneys' fees and expenses, and any proposed awards to Plaintiffs.

To object, you must file a written objection (together with any papers or briefs in support of the objection) with the Clerk of the Supreme Court for New York County, at the address listed below *on or before September 3, 2026*. Your objection must state that you object to the proposed Settlement in *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.). Your objection must (a) include your name, address, telephone number, any e-mail contact information, and your signature; (b) be accompanied by *copies* of documents showing the date(s), price(s), and amount(s) of all Golden Heaven Stock that you purchased, acquired, sold or disposed of during the Settlement Class Period (i.e. between April 13, 2023 and December 8, 2023, inclusive) in order to show your membership in the Settlement Class; (c) include the name, address, and telephone number of your counsel, if any, and (d) include a list of any other class action settlement(s) in which you or your counsel has objected, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Your objection must also state all grounds for your objection, including any legal support known to you or your counsel, and attach copies of any evidentiary materials you wish the Court to consider. The objection must be signed by the objector, even if it is filed by your counsel. Attendance at the Fairness Hearing is not necessary to object, but if you wish to speak in support of your objection at the Fairness Hearing (*see* response to question 23 below) you must also state in your objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that you intend to do so and identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Fairness Hearing.

Importantly, you must also mail or deliver copies of any objections and supporting materials to **each** of the following at the addresses listed below so they are **received no later than September 3, 2026**:

QUESTIONS? Please call 1-866-274-4004 or go to www.strategicclaims.net/GoldenHeaven

The Court	Plaintiffs' Lead Counsel	Settling Defendants' Counsel
<p>Clerk of the Court New York Supreme Court New York County 60 Centre Street New York, NY 10007</p>	<p>State Lead Counsel</p> <p>THE ROSEN LAW FIRM P.A. Phillip Kim (philkim@rosenlegal.com) 275 Madison Avenue, 40th Floor New York, New York 10016</p> <p>Federal Lead Counsel</p> <p>POMERANTZ LLP Jeremy Lieberman (jlieberman@pomlaw.com) 600 Third Avenue, Floor 20 New York, NY 10016</p>	<p>Golden Heaven</p> <p>HUNTER TAUBMAN FISCHER & LI LLC Mark Hunter (mhunter@htflawyers.com) 848 Brickell Avenue, Suite 200 Miami, Florida 33131</p> <p>Borgers</p> <p>JOHNSON TRIAL LAW James M. Johnson (james@johnsontrial.com) 100 Wilshire Blvd., Suite 700 Santa Monica, CA 90401</p> <p>Underwriter Defendants</p> <p>MICHAEL BEST & FRIEDRICH, LLP Evan S. Strassberg (esstrassberg@michaelbest.com) 650 S. Main St., Suite 500 Salt Lake City, Utah 84101</p> <p>Cogency Defendants</p> <p>K&L GATES LLP Joanna A. Diakos (Joanna.DiakosKordalis@klgates.com) 599 Lexington Ave. New York, NY 10022</p>

20. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. You may submit a Proof of Claim even if you object. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. Nor can you submit a Proof of Claim. If you stay in

the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

THE STATE COURT'S FAIRNESS HEARING

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

21. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Fairness Hearing on September 24, 2026, at __: __ .m., at the New York County Courthouse, Part 53, Courtroom 238, 60 Centre Street, New York, NY 10007, or by telephone or videoconference (at the discretion of the Court). At the hearing, the Court will determine whether: (i) the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) the State Action should be dismissed with prejudice against Settling Defendants, and the releases specified and described in the Stipulation of Settlement, dated as of April 28, 2026, and in this Notice should be granted; (iii) for purposes of the proposed Settlement only, the State Action should be finally certified as a class action on behalf of the Settlement Class, Plaintiffs should be certified as Class Representatives for the Settlement Class, and The Rosen Law Firm, P.A. and Pomerantz LLP should be finally appointed as Class Counsel for the Settlement Class; (iv) the proposed Plan of Allocation will provide compensation to eligible Settlement Class Members in the Actions and should be approved as fair and reasonable; and (v) Plaintiffs' Counsel's application for an award of attorneys' fees and litigation expenses should be approved, and Plaintiffs should be granted compensatory awards for their services to the Settlement Class. ***The Court may change the date and time of the Fairness Hearing without further notice being sent to Settlement Class Members, or it may provide that the hearing be held by telephone or video connection.*** If you want to attend the hearing, you should check the Settlement website (www.strategicclaims.net/GoldenHeaven) and/or check with Plaintiffs' Lead Counsel beforehand to be sure that the date, time and/or manner of the hearing have not changed. If and when the Settlement receives final approval in the State Court and becomes effective, the Actions will be dismissed both in the State and Federal Courts pursuant to the terms of the Stipulation, with all eligible Settlement Class Members who submit valid and timely Proofs of Claim eligible to share in the distribution Net Settlement Fund pursuant to the Plan of Allocation described below.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

23. May I speak at the hearing?

If you object to the Settlement, Plan of Allocation or any aspect of the Fee and Expense Application, you may also ask the State Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection (*see* question 19 above) a statement that you "intend to appear" at the Fairness Hearing, and you must also identify in your statement any witnesses you

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may call to testify and attach copies of any exhibits you intend to introduce into evidence at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement and you will not be able to start a lawsuit, continue with a lawsuit or be part of another lawsuit against Defendants or the Released Defendants' Parties that asserts any of the claims being released in the Settlement. Settlement Class Members who do not submit valid and timely Proofs of Claim shall be barred from receiving any payments from the Settlement, but they will in all other respects be subject to and bound by the terms of the Stipulation and any Judgment entered, including the releases set forth therein.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may review and download a copy of the Stipulation (and other documents relating to the Actions) at the Settlement website, www.strategicclaims.net/GoldenHeaven. You may also request a copy of the Stipulation and additional Proofs of Claim from the Claims Administrator by phone, email or mail using the contact information provided on page 8 above. A complete set of the pleadings and other court filings in the State Action are also available for inspection during regular business hours at the Office of the Clerk, New York Supreme Court for New York County, 60 Centre Street, New York, NY 10007. A complete set of the pleadings and other court filings in the Federal Action are also available for inspection during regular business hours at the Office of the Clerk, U.S. District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012.

****PLEASE DO NOT TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE****

PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, www.strategicclaims.net/GoldenHeaven.

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss. Please Note: The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of

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what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss and subject to the provisions in the preceding paragraph. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the preceding paragraph (i.e., "pro rata share"). No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants who would receive at least a \$10.00 payment; (ii) second, to pay any additional Notice and Administration Expenses incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no longer economically reasonable, in Plaintiffs' Lead Counsel's discretion, to distribute to Settlement Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to The Legal Aid Society of New York City, or to such other §501(c)(3) non-profit organization as may be deemed appropriate by the Court.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:

I) Calculation of Recognized Loss for Settlement Class Members with Section 10(b) Claims

Recognized Loss for publicly traded Golden Heaven Stock purchased or otherwise acquired during the Settlement Class Period will be calculated as follows:

- (A) For shares purchased or otherwise acquired during the Settlement Class Period and sold during the Settlement Class Period, the Recognized Loss per share will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below) minus the inflation per share upon sale (as set forth in Inflation Table A below); or (2) the purchase price per share minus the sale price per share.
- (B) For shares purchased or otherwise acquired during the Settlement Class Period and sold during the period December 11, 2023 through March 8, 2024,

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inclusive, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the difference between the purchase price per share and the average closing share price as of date of sale provided in Table B below.

- (C) For shares purchased or otherwise acquired during the Settlement Class Period and retained as of the close of trading on March 8, 2024, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the purchase price per share minus \$0.68² per share.

INFLATION TABLE A	
Shares Purchased During the Settlement Class Period	
<u>Period</u>	<u>Inflation</u>
April 12, 2023 to November 12, 2023, inclusive	\$28.12 per share
November 13, 2023 to November 15, 2023, inclusive	\$21.34 per share
November 16, 2023 to December 6, 2023, inclusive	\$19.91 per share
December 7, 2023	\$1.01 per share
December 8, 2023	\$0.04 per share

Table B

<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
12/11/2023	\$1.31	\$1.31	1/26/2024	\$0.54	\$0.81
12/12/2023	\$1.47	\$1.39	1/29/2024	\$0.69	\$0.81
12/13/2023	\$1.36	\$1.38	1/30/2024	\$0.57	\$0.80
12/14/2023	\$1.36	\$1.37	1/31/2024	\$0.59	\$0.80
12/15/2023	\$1.29	\$1.36	2/1/2024	\$0.64	\$0.79
12/18/2023	\$1.26	\$1.34	2/2/2024	\$0.61	\$0.79
12/19/2023	\$1.32	\$1.34	2/5/2024	\$0.50	\$0.78
12/20/2023	\$1.15	\$1.31	2/6/2024	\$0.53	\$0.77
12/21/2023	\$1.20	\$1.30	2/7/2024	\$0.57	\$0.77
12/22/2023	\$1.14	\$1.29	2/8/2024	\$0.59	\$0.76

² Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.” \$0.68 per share was the mean (average) daily closing trading price of the Company’s shares during the 90-day period beginning on December 11, 2023 through and including March 8, 2024.

12/26/2023	\$0.93	\$1.25	2/9/2024	\$0.57	\$0.76
12/27/2023	\$0.77	\$1.21	2/12/2024	\$0.58	\$0.75
12/28/2023	\$0.75	\$1.18	2/13/2024	\$0.53	\$0.75
12/29/2023	\$0.73	\$1.15	2/14/2024	\$0.52	\$0.74
1/2/2024	\$0.67	\$1.11	2/15/2024	\$0.51	\$0.74
1/3/2024	\$0.65	\$1.08	2/16/2024	\$0.50	\$0.73
1/4/2024	\$0.65	\$1.06	2/20/2024	\$0.45	\$0.73
1/5/2024	\$0.62	\$1.04	2/21/2024	\$0.44	\$0.72
1/8/2024	\$0.57	\$1.01	2/22/2024	\$0.47	\$0.72
1/9/2024	\$0.57	\$0.99	2/23/2024	\$0.47	\$0.71
1/10/2024	\$0.56	\$0.97	2/26/2024	\$0.51	\$0.71
1/11/2024	\$0.56	\$0.95	2/27/2024	\$0.50	\$0.70
1/12/2024	\$0.56	\$0.93	2/28/2024	\$0.52	\$0.70
1/16/2024	\$0.54	\$0.92	2/29/2024	\$0.50	\$0.70
1/17/2024	\$0.51	\$0.90	3/1/2024	\$0.49	\$0.69
1/18/2024	\$0.49	\$0.88	3/4/2024	\$0.49	\$0.69
1/19/2024	\$0.45	\$0.87	3/5/2024	\$0.47	\$0.69
1/22/2024	\$0.46	\$0.85	3/6/2024	\$0.51	\$0.68
1/23/2024	\$0.50	\$0.84	3/7/2024	\$0.49	\$0.68
1/24/2024	\$0.51	\$0.83	3/8/2024	\$0.50	\$0.68
1/25/2024	\$0.51	\$0.82			

II) Calculation of Recognized Loss for Settlement Class Members with Section 11 Claims

For shares of Golden Heaven’s publicly traded shares purchased pursuant and/or traceable to the April 12, 2023, Initial Public Offering (the “IPO”), the Recognized Loss will be calculated as follows³:

- (A) For each share of the Company’s publicly traded shares sold on or before the close of trading on December 8, 2023⁴, the Recognized Loss per share is the difference between the purchase price per share, not to exceed the IPO price of \$4.00 per share, and the sale price per share for each share sold.
- (B) For each share of the Company’s publicly traded shares held as of the close of trading on December 8, 2023, the Recognized Loss per share is the difference

³ Only shares purchased during the period April 12, 2023, to October 8, 2023, inclusive, are traceable to the IPO.

⁴ The filing date of the initial lawsuit in this matter.

between the purchase price per share, not to exceed the IPO price of \$4.00 per share, and \$1.36 per share.⁵

To the extent a claimant had a trading gain or “broke even” from his, her, or its overall transactions in the Company’s publicly traded shares during the Settlement Class Period, the value of the Recognized Loss will be zero and the claimant will not be entitled to a share of the Net Settlement Fund.

For purposes of calculating your Recognized Loss, the date of purchase or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of the Company’s shares shall not be deemed a purchase or sale of shares for the calculation of a claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

For purposes of calculating your Recognized Loss, all purchases and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all your purchases and sales of the Company’s shares during the period April 12, 2023 through and including March 8, 2024. Trading gains, if any, will have a Recognized Loss of \$0. Shares which would be included in both Section 10(b) and Section 11 claims will only be eligible to participate in one of the claims, and such shares will be deemed to have the Recognized Loss amount based on the higher of the Section 10(b) or the Section 11 Recognized Loss calculations.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Settling Defendants, Settling Defendants’ Counsel, Plaintiffs, Plaintiffs’ Counsel or the Claims Administrator or other agent designated by Plaintiffs’ Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Proof of Claim. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

⁵ This represents the closing price per share of Golden Heaven’s shares on December 8, 2023, the filing date of the initial lawsuit in this matter.

SPECIAL NOTICE TO CUSTODIANS AND OTHER NOMINEES

If, during the Settlement Class Period, you purchased or otherwise acquired Golden Heaven Stock (NASDAQ ticker: GDHG) as a nominee for a beneficial owner, the Court has directed that, WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE OF THE SETTLEMENT, YOU MUST EITHER: (a) provide to the Claims Administrator the name, email address, and last known address of each person or organization for whom or which you purchased Golden Heaven Stock during such time period; (b) request the links to the electronic Long Notice and Proof of Claim on the Settlement Website and, within ten (10) days of receipt, forward the links to the email address of each beneficial owner of Golden Heaven Stock for whom an email address is available; or (c) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days of receipt, mail the Postcard Notice directly to the beneficial purchaser/owners of Golden Heaven Stock to any beneficial purchasers/owners for whom no valid email address is available. If you choose to follow alternative procedures (b) or (c), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed and shall retain your records for use in connection with any further notices that may be provided in the Actions. Upon FULL AND TIMELY compliance with these directions, nominees may seek reimbursement of your reasonable out-of-pocket expenses incurred in providing notice to beneficial owners/purchasers of up to: \$0.02 per Postcard Notice, plus postage at the current pre-sort rate used by the Claims Administrator, for notices mailed by nominees; \$0.02 per email sent by nominees; or \$0.02 per mailing record (consisting of name, address, and email address) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees shall be paid from the Settlement Fund, and any unresolved disputes regarding reimbursement of such expenses shall be subject to review by the Court.

DATED: _____, 2026

BY ORDER OF THE SUPREME COURT OF THE
STATE OF NEW YORK, COUNTY OF NEW
YORK

EXHIBIT A-2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG, BIN
CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY & CO.,
COGENCY GLOBAL INC., COLLEEN A.
DE VRIES, QINGYU INVESTMENT LTD.,
XUEZHENG CHEN, and JINZHENG
INVESTMENT CO PTE. LTD,

Defendants

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

Part 53

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE GOLDEN HEAVEN GROUP
HOLDINGS LTD. SECURITIES
LITIGATION

Case No. 2:23-cv-10619-HDV-SK

CLASS ACTION

THIS DOCUMENT RELATES TO: ALL
ACTIONS

EXHIBIT A-2

PROOF OF CLAIM AND RELEASE

A. GENERAL INSTRUCTIONS¹

1. To recover as a Settlement Class Member based on the Released Claims in the actions captioned (i) *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.) (the “State Action”), pending in the Supreme Court of the State of New York, County of New York, Commercial Division (the “State Court” or “Court”) and (ii) *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619-HDV-SK (C.D. Cal.), pending in the United States District Court for the Central District of California (the “Federal Action” and, together with the State Action, the “Actions”), you must complete and sign this Proof of Claim. If you fail to file a properly addressed Proof of Claim (as set forth in ¶3 below), your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not ensure that you will share in the proceeds of the Settlement of the claims against the Settling Defendants in the Actions.

3. YOU CAN EITHER SUBMIT YOUR CLAIM WITH COPIES OF THE DOCUMENTS REQUESTED HEREIN ELECTRONICALLY BY **11:59 P.M. ET ON SEPTEMBER 3, 2026** AT www.strategicclaims.net/GoldenHeaven OR MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, SO IT IS POSTMARKED **ON OR BEFORE SEPTEMBER 3, 2026**, ADDRESSED AS FOLLOWS

Golden Heaven Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

If you are NOT a Settlement Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and discussed below, DO NOT submit a Proof of Claim.

4. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the State Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement dated April 28, 2026 (the “Stipulation”). Unless otherwise defined herein, all capitalized terms shall maintain the same meaning as those set forth in the Stipulation. The Stipulation can be obtained at www.strategicclaims.net/GoldenHeaven.

B. CLAIMANT IDENTIFICATION

You are a member of the Settlement Class if you (i) purchased Golden Heaven Group Holdings Ltd.'s ("Golden Heaven" or the "Company") ordinary shares ("Golden Heaven Stock") pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven's initial public offering conducted on or about April 12, 2023 ("IPO"); or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive ("Settlement Class Period"), and you could get a payment from a proposed class action settlement (the "Settlement"), unless you are an excluded party under the terms of the Stipulation.

Use Part I of this form entitled "Claimant Information" to identify each purchaser or acquirer of record ("nominee") of the Golden Heaven Stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OF THE GOLDEN HEAVEN STOCK UPON WHICH THIS CLAIM IS BASED, OR BY THEIR LEGAL REPRESENTATIVE.

Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity and should include all transactions made by that entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim).

All joint purchasers or acquirers must sign this Proof of Claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim on behalf of persons represented by them and their evidence of authority must accompany this Proof of Claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

C. PROOF OF CLAIM

Use Part II of this form entitled "Schedule of Transactions in Golden Heaven Stock" to supply all required details of your transaction(s) (including free transfers and deliveries) in, and holdings of Golden Heaven Stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On this schedule, provide all of the requested information with respect to your holdings, purchases, acquisitions, sales, and disposition of Golden Heaven Stock, whether such transactions resulted in a profit or a loss. Only Golden Heaven Stock purchased pursuant to Golden Heaven's initial public offering on or around April 12, 2023 and/or during the Settlement Class Period (between April 13, 2023 and December 8, 2023, inclusive) are eligible under the Settlement. However, sales or disposition of Golden Heaven Stock during the period from December 9, 2023 through March 8, 2024 may be used for purposes of calculating your claim under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance and properly

calculate your claim, the number of Golden Heaven shares purchased, acquired, sold and/or disposed of during the period of April 13, 2023 through March 8, 2024, inclusive, must be provided. Failure to report all such transactions may result in the rejection of your claim.

In Part II of this form, list each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list. The date of covering a “short sale” is deemed to be the date of purchase of Golden Heaven Stock. The date of a “short sale” is deemed to be the date of sale of Golden Heaven Stock.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN GOLDEN HEAVEN STOCK SHOULD BE ATTACHED TO YOUR PROOF OF CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions (“Representative Filers”) must submit information regarding their transactions in an electronic spreadsheet format. (This is different than the online claim portal on the Settlement website.) If you are a Representative Filer, you must contact the Claims Administrator at efile@strategicclaims.net or visit their website at www.strategicclaims.net/GoldenHeaven to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator’s instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Proof of Claim for each Settlement Class Member, as well as proof of authority to file (see Section B above), along with the electronic spreadsheet format. Claims should be combined on a legal entity basis, where applicable. Sub-accounts should be rolled up into a parent account if the sub-accounts contain the same tax identification number. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Only one claim should be submitted for each separate legal entity (*see* §B above) and the complete name of the beneficial owner(s) of the securities must be entered where called for (*see* §B).

NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim hosted at www.strategicclaims.net/GoldenHeaven. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim.

PROOF OF CLAIM AND RELEASE

Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.)

In re Golden Heaven Group Holdings Ltd. Securities Litigation, No. 2:23-cv-10619-HDV-SK (C.D. Cal.)

PART I: CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Proof of Claim. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner’s Name:

Co-Beneficial Owner’s Name:

Entity Name (if claimant is not an individual):

Representative or Custodian Name (if different from Beneficial Owner(s) Name:

Address 1 (street name and number):

Address 2 (apartment, unit, or box number):

City State Zip Code/Province Country

Last Four Digits of your Social Security Number or Taxpayer Identification Number:

Telephone Number (home):

Telephone Number (work):

--	--

Email Address(es):

--

Account Number (if filing for multiple account types, file a separate Proof of Claim for each account type):

--

Claimant Account Type (check appropriate box):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate |
| <input type="checkbox"/> IRA/401k | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Other (please specify): _____ | |

PART II: SCHEDULE OF TRANSACTIONS IN GOLDEN HEAVEN STOCK

A. Purchases or acquisitions of Golden Heaven Stock from April 13, 2023 through March 8, 2024, inclusive:²

You must separately list below each and every purchase or acquisition (including free receipts) of Golden Heaven Stock during this period. Include all shares purchased in Golden Heaven initial public offering (such shares should be listed as purchased on April 13, 2023). You must also provide *copies* of documentation for all such purchases or acquisitions.

Trade Date Month/Day/Year (Chronologically)	Number of Shares Purchased or Acquired	Purchase Price Per Share	Total Purchase or Acquisition Price (excluding commissions, taxes, and fees)	Copy of Proof of Purchase/ Acquisition Enclosed
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

² Information requested with respect to the number of Golden Heaven shares purchased or acquired from April 13, 2023 through March 8, 2024₂ is needed to validate your claim; however, no Golden Heaven shares purchased on or after December 8, 2023 are eligible for any recovery under the Settlement (as they were purchased after the Settlement Class Period), and no Recognized Losses will be calculated or considered on such shares under the Plan of Allocation.

				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPORTANT: If any purchase(s) listed above covered a "short sale," you must check here. Yes

B. Sales of Golden Heaven Stock from April 13, 2023 through March 8, 2024, inclusive:

You must separately list below each and every sale or disposition (including free deliveries) of Golden Heaven Stock during this period and provide copies of documentation of each such sale or disposition:

Trade Date Month/Day/Year (Chronologically)	Number of Shares Sold	Sale Price Per Share	Total Sales Price (excluding commissions, taxes, and fees)	Copy of Proof of Sale Enclosed
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Number of Golden Heaven shares held at the close of trading on March 8, 2024.

Proof of Position Enclosed: Yes No

IF YOU NEED MORE SPACE TO LIST ALL YOUR TRANSACTIONS, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. BE SURE TO PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF THEIR SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU ATTACH EXTRA SCHEDULES, CHECK THE BOX BELOW:

If you have attached additional schedules, check here. Yes

**YOU MUST READ AND SIGN THE STATEMENT RELEASE BELOW.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY
IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**PART III: SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Long Notice. I (We) also submit to the jurisdiction of the Supreme Court of the State of New York, County of New York, with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Actions. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Golden Heaven during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

PART IV: STATEMENT AND RELEASE

1. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Long Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Actions or anyone excluded from the Settlement Class; that I (we) have read and understand the Long Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Long Notice; that I (we) elect to participate in the proposed Settlement described in the Long Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
2. I (we) understand and agree that my (our) claim may be subject to investigation and discovery, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Actions or Settlement in connection with processing of the Proof of Claim.
3. I (we) have set forth where requested below all relevant information with respect to each purchase or acquisition of Golden Heaven Stock and each sale or disposition, if any, of Golden Heaven Stock. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
4. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of Golden Heaven Stock listed above in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS

FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

5. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
6. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Long Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Defendants' Parties" of all "Released Claims," as those terms are defined in the Stipulation.
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Long Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Defendants' Parties.
8. "Released Claims" has the meaning laid out in the Stipulation of Settlement.
9. "Released Defendants' Parties" has the meaning laid out in the Stipulation of Settlement.
10. "Released Plaintiffs' Parties" has the meaning laid out in the Stipulation of Settlement.
11. "Unknown Claims" has the meaning laid out in the Stipulation of Settlement.
12. I (We) hereby warrant and represent that I (we) have not assigned or transferred, or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
13. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)
14. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.

I (We) declare under penalty of perjury under the laws of the State of New York that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____, in _____ (City),
_____ (State).

(Signature of Beneficial Owner)

(Signature of Co-Beneficial Owner, if any)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor
or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT
OF TIME. THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above statement and release.
2. Remember to attach copies of supporting documentation.
3. ***Do not send*** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. ***Do not use red pen or highlighter*** on the Proof of Claim or on any supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE BY 11:59 P.M. ET
ON _____, 2026 OR MAILED
NO LATER THAN _____, 2026, ADDRESSED AS FOLLOWS:**

Golden Heaven Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Online Submissions:
www.strategicclaims.net/GoldenHeaven

EXHIBIT A-3

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG, BIN
CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY & CO.,
COGENCY GLOBAL INC., COLLEEN A.
DE VRIES, QINGYU INVESTMENT LTD.,
XUEZHENG CHEN, and JINZHENG
INVESTMENT CO PTE. LTD,

Defendants

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

Part 53

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE GOLDEN HEAVEN GROUP
HOLDINGS LTD. SECURITIES
LITIGATION

Case No. 2:23-cv-10619-HDV-SK

CLASS ACTION

THIS DOCUMENT RELATES TO: ALL
ACTIONS

EXHIBIT A-3

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

TO: ALL PERSONS THAT: (I) PURCHASED GOLDEN HEAVEN GROUP HOLDINGS LTD.'S ("GOLDEN HEAVEN," NASDAQ TICKER: GDHG) ORDINARY SHARES ("GOLDEN HEAVEN STOCK") PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT ISSUED IN CONNECTION WITH GOLDEN HEAVEN'S INITIAL PUBLIC OFFERING CONDUCTED ON OR ABOUT APRIL 12, 2023 ("IPO"); OR (II) PURCHASED OR OTHERWISE ACQUIRED GOLDEN HEAVEN STOCK BETWEEN APRIL 13, 2023 AND DECEMBER 8, 2023, INCLUSIVE.¹

PLEASE READ THIS NOTICE CAREFULLY, AS YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Article 9 of the New York Civil Practice Law and Rules and an Order of the Supreme Court of the State of New York, New York County, Commercial Division (the "Court"), that the above-captioned litigation (the "State Action") is pending in the Court.

YOU ARE ALSO NOTIFIED that the plaintiff and proposed class representative in this State Action, Udani Family Living Trust, Dated 9/18/2015, (the "State Plaintiff"), together with lead plaintiff and proposed class representative Rahul Patange (the "Federal Plaintiff," together with State Plaintiff, the "Plaintiffs") in a related action captioned *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619-HDV-SK (C.D. Cal.), pending in the United States District Court for the Central District of California (the "Federal Action"), have reached a proposed settlement of both Actions with Defendants Golden Heaven, Revere Securities LLC, R.F. Lafferty & Co., Inc., Colleen A. De Vries, Cogency Global Inc, and BF Borgers CPA PC ("Settling Defendants") for \$1,700,000 in cash ("Settlement Amount") on behalf of the Settlement Class, that, if approved, will resolve all claims against the Defendants in both Actions.

A Fairness Hearing will be held on September 24, 2026, at :___.m. Eastern Time, before the Honorable Andrew Borrok, either in person at the New York County Courthouse, Part 53, Courtroom 238, 60 Centre Street, New York, NY 10007, or by telephone or videoconference (at the discretion of the Court). At the hearing, the Court will determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the claims in State Action should be dismissed with prejudice against Defendants, and the releases specified and described in the Stipulation (and in the Long Notice) should be granted; (iii) whether, for purposes of the proposed Settlement only, the State Action should be finally certified as a class action on behalf of the Settlement Class, Plaintiffs should be certified as Class Representatives for the Settlement Class, The Rosen Law Firm, P.A. and Pomerantz LLP should be finally appointed as Class Counsel for the Settlement Class; (iv) whether the proposed Plan of Allocation which will provide compensation to eligible Settlement Class Members in both Actions should be approved as fair and reasonable; and (v) whether Plaintiffs' Counsel's application for an award of attorneys' fees of up to 1/3 (one-third) plus interest of the Settlement Amount and reimbursement of litigation expenses of not more than \$170,000 should be approved and whether the two Plaintiffs should be

¹ Unless otherwise defined herein, all capitalized terms shall maintain the same meaning as those set forth in the Stipulation of Settlement, dated December 19, 2025 ("Stipulation"). The Stipulation can be obtained at www.strategicclaims.net/GoldenHeaven.

granted compensatory awards of no more than \$10,000 each for their services to the Settlement Class.

If you are a member of the Settlement Class (a “Settlement Class Member”), your rights will be affected by the pending Actions and the Settlement, and you may be entitled to share in the Settlement Fund. If you have not yet received the Long Notice and Proof of Claim and Release form (“Proof of Claim”), you may obtain copies of these documents by contacting the Claims Administrator, Strategic Claims Services at *Golden Heaven Securities Litigation* c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, info@strategicclaims.net, 866-274-4004. Copies of the Long Notice and Proof of Claim Form can also be downloaded from the website maintained by the Claims Administrator at www.strategicclaims.net/GoldenHeaven.

If you are a Settlement Class Member, to be eligible to receive a payment under the proposed Settlement, you must submit a Proof of Claim ***postmarked (if mailed), or online, no later than September 3, 2026***, in accordance with the instructions set forth in the Proof of Claim. If you are a Settlement Class Member and do not submit a proper Proof of Claim, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any releases, judgments, or orders entered by the Court in the State Action.

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is ***received no later than September 3, 2026***, in accordance with the instructions set forth in the Long Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the State Action and you will not be eligible to share in the proceeds of the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s Fee and Expense Application must be filed with the Court and delivered to Class Counsel and Settling Defendants’ counsel such that they are ***received no later than September 3, 2026***, in accordance with the instructions set forth in the Long Notice.

Requests for the Notice and Proof of Claim form should be made to:

Golden Heaven Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063
info@strategicclaims.net
Toll-Free: 866-274-4004

Inquiries about the Settlement, other than requests for the Long Notice and Claim Form, should be made to the below Class Counsel:

Jeremy Lieberman
Pomerantz LLP
600 Third Avenue, Floor 20
New York, NY 10016
Email: jlieberman@pomlaw.com

Phillip Kim
The Rosen Law Firm, P.A.
275 Madison Ave., 40th Floor
New York, NY 10016
Email: philkim@rosenlegal.com

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

By Order of the Court

EXHIBIT A-4

NYSCEF DOC. NO. 141

Court-Ordered Legal Notice

Forwarding Service Requested

*A New York State Court authorized
this Notice. This is not a
solicitation from a lawyer.*

*You may be entitled to a payment.
This Notice may affect your legal
rights.*

Please read it carefully.

Golden Heaven Securities **RECEIVED** NYSCEF: 04/28/2026
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
Media, PA 19063

PRESORTED
FIRST-CLASS
MAIL U.S.
POSTAGE PAID

[NAME 1]

[NAME 2]

[NAME 3]

[ADDRESS 1]

[ADDRESS 2]

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.

PLEASE VISIT WWW.STRATEGICCLAIMS.NET/GOLDENHEAVEN/ OR CALL 1-866-274-4004 FOR MORE INFORMATION.

The Supreme Court of the State of New York, County of New York, Commercial Division (“Court”) has preliminarily approved a proposed Settlement of claims against Defendants Golden Heaven, Revere Securities LLC, R.F. Lafferty & Co., Inc., Colleen A. De Vries, Cogency Global Inc., Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd., and BF Borgers CPA PC. The proposed Settlement would resolve class action lawsuits alleging that, in violation of the federal securities laws, Defendants made material misrepresentations and/or omitted material facts in the offering materials issued in connection with Golden Heaven’s initial public offering (“IPO”) and certain other of Golden Heaven’s statements, causing damage to Settlement Class Members. Defendants deny any wrongdoing.

You received this notice because you may have: (i) purchased Golden Heaven ordinary shares (“Golden Heaven Stock”) pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven’s IPO conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 and December 8, 2023, inclusive. The Settlement dismisses and releases claims against Defendants and creates a fund consisting of \$1,700,000 in cash (“Settlement Fund”). The Settlement Fund, less attorneys’ fees and expenses, will be divided among Settlement Class Members who timely submit valid Proof of Claim and Release Forms (“Proofs of Claim”). For a full description of the Settlement and your rights and to make a claim, please view the Stipulation of Settlement and obtain a copy of the Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and Proof of Claim by visiting the website: www.strategicclaims.net/GoldenHeaven. You may also request copies of the Long Notice and Proof of Claim from the Claims Administrator by: (1) mail: Golden Heaven Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St, Ste. 205, Media, PA 19063; (2) toll-free phone: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: info@strategicclaims.net.

To qualify for payment, you must submit a Proof of Claim, which can be found on the website www.strategicclaims.net/GoldenHeaven. PROOFS OF CLAIM MUST BE POSTMARKED BY SEPTEMBER 3, 2026 TO: GOLDEN HEAVEN SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON ST, STE 205, MEDIA, PA 19063 or submitted electronically by 11:59 ET on September 3, 2026 at www.strategicclaims.net/GoldenHeaven/. If you do not want to be legally bound by the Settlement, you must exclude yourself by September 3, 2026. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by September 3, 2026. The Long Notice explains how to exclude yourself or to object.

The Court will hold a Fairness Hearing in this case on September 24, 2026 at ___:___m. ET at the Court, Part 53, Courtroom 238, 60 Centre Street, New York, NY 10007, to consider whether to approve the Settlement, the Plan of Allocation, and a request by

FILED: NEW YORK COUNTY CLERK 04/28/2026 03:15 PM

INDEX NO. 131978/2026
Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.); *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619-MV-SK (C.D. Cal.)
NYSCEF DOC. NO. 141 RECEIVED NYSCEF: 04/28/2026

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.

PLEASE VISIT WWW.STRATEGICCLAIMS.NET/GOLDENHEAVEN/ OR CALL 1-866-274-4004 FOR MORE INFORMATION.

Plaintiffs' Counsel for up to one-third of the Settlement Fund in attorneys' fees, plus up to \$170,000 in expenses, and awards to Plaintiffs of no more than \$10,000 each for litigating the case and negotiating the Settlement. You may, but do not have to, attend the hearing and ask to be heard by the Court. The Court reserves the right to hold the Fairness Hearing telephonically or by other virtual means.

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG, BIN
CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY & CO.,
COGENCY GLOBAL INC., COLLEEN A.
DE VRIES, QINGYU INVESTMENT LTD.,
XUEZHENG CHEN, and JINZHENG
INVESTMENT CO PTE. LTD,

Defendants

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

Part 53

EXHIBIT B

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, the Settling Parties, through their counsel, have agreed, subject to judicial approval following issuance of notice to the Settlement Class and a Fairness Hearing, to settle and dismiss with prejudice the State Action upon the terms and conditions set forth in the Settling Parties' Stipulation of Settlement, dated December 19, 2025 (the "Stipulation");

WHEREAS, on _____, 2026, the Court issued its Order Preliminarily Approving Settlement and Providing for Notice (the "Preliminary Approval Order") (NYSCEF No. _____, and Notice of Entry of that Order was duly filed on _____ (NYSCEF No. _____));

WHEREAS, it appears in the record that the links to the location of the Long Notice and Proof of Claim, substantially in the form approved by the Court in its Preliminary Approval Order were emailed to all reasonably identifiable Settlement Class Members, and if no email address can be obtained, the Postcard Notice, also substantially in the form approved by the Court in its Preliminary Approval Order, was mailed to all reasonably identifiable Settlement Class Members, and the Long Notice was posted on the Settlement Website established by the Claims Administrator in this matter, in accordance with the Preliminary Approval Order; and

WHEREAS, it appears in the record that the Summary Notice, substantially in the form approved by the Court, was published in accordance with the Preliminary Approval Order;

WHEREAS, the Fairness Hearing was held before the Court on September 24, 2026 following issuance of notice to the Settlement Class, consistent with the Court's Preliminary Approval Order;

NOW THEREFORE, based upon the Stipulation and all of the findings, records, and proceedings herein, and it appearing to the Court upon examination and following a duly-noticed Fairness Hearing that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and should be finally approved; that the Judgment should be entered; and that the proposed Plan of Allocation provides a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth therein.

2. The Court has jurisdiction over the subject matter of the State Action, all Settlement Class Members, and the Settling Defendants.

3. The Court finds that, for settlement purposes only, the prerequisites for a class action under §902 of the Civil Practice Law and Rules (“CPLR”) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual members; (c) the claims of the State Plaintiff are typical of the claims of the Settlement Class it seeks to represent; (d) the State Plaintiff will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Actions; and that class certification is also warranted in light of:

(i) the (lack of) interest of members of the Settlement Class in individually controlling the prosecution of separate actions;

(ii) the impracticability and inefficiency of prosecuting or defending separate actions;

(iii) the extent and nature of any litigation concerning the controversy already commenced by or against members of the Settlement Class, including the benefits to the Settlement Class and the broader interests of judicial efficiency in resolving both the State Action and the Federal Action through a global settlement by Settling Parties in accordance with the terms of the Stipulation;

(iv) the desirability or undesirability of concentrating the litigation of the claim in the particular forum, including the benefits to the Settlement Class and the broader

interests of judicial efficiency in ~~in~~ resolving both the State Action and the Federal Action through a global settlement by Settling Parties in accordance with the terms of the Stipulation; and

(v) the (lack of) difficulties likely to be encountered in the management of a class action, given, inter alia, that the proposed Settlement Class is being settled in the context of a settlement (such that, if the Settlement is approved, there will no longer be class action litigation for the Court to manage).

4. Pursuant to §§901 and 902 of the CPLR and for the purposes of the Settlement only, the Court hereby grants final certification of the State Action as a class action on behalf of a Settlement Class consisting of all Persons that: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven's IPO conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 through December 8, 2023, inclusive. Excluded from the Settlement Class are: (i) Defendants; (ii) the officers, directors, control person, predecessors, and affiliates of Defendants at all relevant times; (iii) any entity in which Defendants have or had a controlling interest; (iv) immediate family members of any excluded Person; (v) the legal representatives, heirs, successors, assigns or assignees of any excluded Person or entity; (vi) Defendants' employee retirement and/or benefit plan(s) and their participants and/or beneficiaries to the extent they purchased or acquired Golden Heaven Stock through any such plan(s); (vii) any Person who purchased Golden Heaven Stock in private transactions and/or on private exchanges; (viii) any Person who submits a request for exclusion from the Settlement that is accepted by the Court as listed on Schedule A to this Order and Final Judgment; and (ix) any Person who suffered no compensable losses as determined by the Plan of Allocation.

5. Pursuant to Article 9 of the CPLR, and for purposes of the Settlement only, the Plaintiffs are certified as the class representative ("Class Representatives") of the Settlement Class, and State Lead Counsel and Federal Lead Counsel are appointed as Class Counsel for the

Settlement Class. In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the form, content and methods of disseminating the Notice of the Settlement, the Plan of Allocation, and their respective terms and conditions was adequate and reasonable; met the requirements of due process, CPLR §904, and all other applicable laws and rules; constituted the best notice practicable under the circumstances (including individual notice to all Settlement Class Members who could be identified through reasonable effort); and constituted due and sufficient notice of these proceedings and the matters set forth herein to all Persons entitled to such notice. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment.

6. The Settlement is approved as fair, reasonable and adequate under CPLR §908, and is in the best interests of the Settlement Class.

7. The Court further finds that the Settlement set forth in the Stipulation is the result of good faith, arm's-length negotiations; and that all Settling Parties have been represented throughout by experienced counsel. The Court further finds that the State Action was settled only after, *inter alia*: (a) State Lead Counsel's pre-filing investigation; (b) the filing of the initial class action complaint; (c) the filing of the first amended complaint after an extensive investigation; (d) the filing of the second amended complaint to add three additional defendants and facts that transpired after the filing of the first amended complaint; (e) Plaintiffs' and Defendants' preparation and exchange of comprehensive pre-mediation briefs, participation in a day-long mediation session on August 21, 2025, under the auspices of a highly experienced mediator of complex commercial cases, Jed D. Melnick, Esq. of JAMS; (f) continued negotiation among the Settling Parties after the mediation session; (g) the negotiation and drafting of the settlement term sheets materializing the settlement in principal and subsequently, the detailed terms of the Settlement (h) the negotiation of discovery among the Settling Parties in the State Action; (i) the conduct of discovery; (j) the preparation and filing of a discovery motion by State Plaintiff; (k)

State Plaintiff's attempted service on certain non-appearing Defendants through the Hague Service Convention; and (l) the preparation and filing by State Plaintiffs of motions for alternative service on certain non-appearing Defendants. Accordingly, the Court also finds that all Settling Parties were well-positioned to evaluate benefits of the proposed Settlement against the risks of further and uncertain litigation.

8. The Court further finds that its conclusions as to the fairness, reasonableness and adequacy of the proposed Settlement are further supported by the fact that Federal Lead Counsel, who filed the related Federal Action on behalf of the Federal Plaintiff and likewise went through full briefing on two motions to dismiss, actively participated in the mediation process, conducted discovery and have also recommended and endorsed the approval of the Stipulation as to a global settlement (to be administered under the jurisdiction of this Court) of all claims asserted in either this State Action or the Federal Action against Defendants.

9. The Court further finds that if the Settlement had not been achieved, all Settling Parties faced the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either Plaintiffs' or Settling Defendants' liability positions but notes that the existence of substantial arguments both for and against their respective positions further supports approval of the Settlement.

10. The State Action and all claims contained therein are hereby dismissed with prejudice as against all Defendants.

11. Upon the Effective Date, Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever waived, released, and discharged all Released Claims against each Released Defendant's Party, and the State Action shall be dismissed with prejudice against the Defendants, regardless of whether such Plaintiff or Settlement Class Member executes and delivers a Proof of Claim.

12. Upon the Effective Date, each of the Released Defendants' Parties shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released and discharged all Released Defendants' Claims against each Released Plaintiffs' Party.

13. Upon the Effective Date, this Order and Final Judgment: (a) permanently bars, enjoins, and restrains any person or entity from commencing, prosecuting, or asserting any Barred Claims against any of the Released Defendants' Parties, whether as claims, cross-claims, counterclaims, third-party claims, or otherwise, and whether asserted in the Actions or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere; and (b) permanently bars, enjoins, and restrains Defendants from commencing, prosecuting, or asserting any Barred Claims against any other person or entity, whether as claims, cross-claims, counterclaims, third-party claims, or otherwise, and whether asserted in the Actions or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. Any final verdict or judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member against any person or entity subject to this Order and Final Judgment based upon, arising out of, relating to, or in connection with in any way in part or in whole any Released Claim shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Settling Defendants for common damages; or (b) the amount paid by or on behalf of Settling Defendants to the Settlement Class or Settlement Class Member for common damages. Nothing in this Bar Order releases or alters the rights under the terms of any written agreement among any of the Released Defendants' Parties.

14. Nothing contained herein shall, however, bar any Settling Party, Released Defendants' Party or Released Plaintiffs' Party from bringing any action or claim to enforce the terms of the Stipulation or of this Order and Final Judgment.

15. The releases provided for herein shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition or event.

16. Each Settling Party shall bear its own fees, costs, and expenses, except as otherwise provided in the Stipulation.

17. Plaintiffs' Counsel are hereby awarded total attorneys' fees of _____ percent (___%) of the \$1,700,000 Settlement Amount, and total expenses in the amount of \$_____, together with any interest earned thereon for the same time period and at the same net rate as that earned by the Settlement Fund until paid pursuant to the terms set forth in the Stipulation. The Court finds that the amount of fees awarded is fair, reasonable, and appropriate, after taking into consideration (among other things): (a) the time and effort spent on the matter by Plaintiffs' Counsel; (b) the results achieved for the Settlement Class in the face of significant litigation risk; (c) the complexity of claims alleged and level of litigation skill and specialized legal expertise required; (d) the fully contingent nature of the representation; (e) fee awards approved in the other similarly complex securities class actions; and (f) the fact that, under the Stipulation that provides for the global settlement of both the State Action and the related Federal Action, the fees awarded in this Order will cover all attorneys' fees in both the State Action and the Federal Action. The Court also finds that the requested expenses are reasonable in amount and are for expenses of a type (*e.g.*, expert fees, electronic legal research fees, mediation fees) that are customarily awarded in class action cases of this type.

18. Such fees and expenses may be paid out of the Settlement Fund, in whole or in part, to Class Counsel at any time after entry of this Order, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof; however, such payments shall be subject to all of the terms, conditions and obligations (including repayment obligations) set forth in the Stipulation, which terms, conditions, and obligations are expressly incorporated herein.

19. Plaintiffs Rahul Patange and Udani Family Living Trust, Dated 9/18/2015 are awarded a total of \$20,000 or \$10,000 each for their service to the Settlement Class, including for reasonable costs and expenses directly relating to the representation of the Settlement Class. Such awards shall be payable from the Settlement Fund upon the Effective Date of the Settlement.

20. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members, and Class Counsel and the Claims Administrator are directed to administer the Plan of Allocation in accordance with its terms and the terms of the Stipulation.

21. The Court finds that the Settling Parties and their respective counsel have at all times complied with all requirements of 22 N.Y. Code, Rules and Regulation §130-1, and all similar statutes, rule, law or ethical standards, whether under state or federal law, in connection with the commencement, maintenance, defense, litigation and/or resolution of the Action.

22. Neither this Order and Final Judgment, nor the Stipulation (including the Settlement contained therein), 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, concession, or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by any Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in either Action, or of any deception, wrongdoing, liability, negligence or fault of Settling Defendants, the Released Defendants' Parties, or each or any of them, or that any Plaintiff or Settlement Class Member was harmed or damaged by any conduct by Settling Defendants;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or the Released Defendants' Parties in any

arbitration proceeding or any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered or received against the Settling Parties, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, as an admission, concession or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in the Actions, the truth or falsity of any fact alleged by Plaintiffs or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in the Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Actions would have been greater or less than the Settlement Fund, or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

23. The Released Defendants' Parties and/or the Released Plaintiffs' Parties may file the Stipulation and/or this Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties, Released Defendants' Parties, the Released Plaintiffs' Parties, and the Settlement Class Members, or any of them, may file the Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce them.

24. Except as otherwise provided herein or in the Stipulation, all funds held in the Escrow Account shall be deemed to be in *custodia legis* and remain subject to the Court's

jurisdiction until such funds are distributed or returned pursuant to the Stipulation or further order of the Court.

25. Without affecting the finality of this Order and Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over the Settling Parties and the Settlement Class Members for all matters relating to the State Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

26. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

27. The finality of this Order and Final Judgment with respect to its approval of the Settlement shall not be affected, in any manner, by the Court's rulings on Plaintiffs' Counsels' Fee and Expense Application (including any awards to any representative plaintiff).

28. The Settling Parties are hereby directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

DATED: _____, 2026

THE HONORABLE ANDREW BORROK
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

EXHIBIT C

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POMERANTZ LLP
Jennifer Pafiti (SBN 282790)
1100 Glendon Avenue, 15th Floor
Los Angeles, California 90024
Telephone: (310) 405-7190
jpafiti@pomlaw.com

*Counsel for Lead Plaintiff Rahul Patange
and Lead Counsel for the Class*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE GOLDEN HEAVEN GROUP
HOLDINGS LTD. SECURITIES
LITIGATION

Case No.: 2:23-cv-10619-HDV-SK

CLASS ACTION

This Document Relates to:

ALL ACTIONS

**NOTICE OF VOLUNTARY
DISMISSAL**

Judge: Hon. Hernán D. Vera

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

2 WHEREAS, this is a putative class action brought under the federal
3 securities law (the “Federal Action”);
4

5 WHEREAS, by order dated April 11, 2024, Plaintiff Rahul Patange was
6 appointed to serve as lead plaintiff (the “Lead Plaintiff”) in the Federal Action, and
7 Pomerantz LLP as lead counsel in the Federal Action (Dkt. 49);
8

9 WHEREAS, Lead Plaintiff filed the operative Amended Complaint on
10 July 16, 2024 (Dkt. 63);
11

12 WHEREAS, a related putative class action, captioned *Udani Family Living*
13 *Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y.
14 Sup. Ct. N.Y. Cty.) (the “State Action”), asserts substantially similar claims as are
15 asserted in the Federal Action;
16

17 WHEREAS, in August 2025, Lead Plaintiff and the plaintiffs in the State
18 Action jointly participated in mediation efforts with the Settling Defendants¹ to
19 reach a global settlement that would resolve all claims asserted by Plaintiffs in both
20 the Federal Action and the State Action, which efforts were conducted under the
21
22
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25

26 ¹ The Settling Defendants are: Golden Heaven Revere Securities LLC and R.F. Lafferty & Co.,
27 Inc. (the “Underwriter Defendants”); Colleen A. De Vries and Cogency Global Inc. (the
28 “Cogency Defendants”); and BF Borgers CPA PC (“Borgers,” and, together with Underwriter
Defendants, Cogency Defendants, the “Settling Defendants”).

1 auspices of Jed Melnick of JAMS (the “Mediator”), a highly experienced,
2 independent mediator;

3 WHEREAS, following arms-length negotiations, the parties reached a
4 global settlement in principle of the Federal Action and the State Action on a class-
5 wide basis (the “Settlement”) and have agreed to seek judicial approval of the
6 proposed global Settlement in the State Court, where the first of the cases asserting
7 substantially similar claims against Defendants was filed, under the procedures for
8 obtaining such approvals provided for under the New York Civil Practice Law and
9 Rules;
10
11

12
13 WHEREAS, as part of the proposed Settlement, Plaintiffs and all Settling
14 Defendants that have appeared in the Federal Action shall submit for filing in the
15 Federal Court a stipulation of voluntary dismissal, with prejudice, within five (5)
16 business days of entry of the Final Judgment in the State Action;

17
18 WHEREAS, Fed. R. Civ. P. 41(a)(1)(A)(ii) provides that “the plaintiff may
19 dismiss an action without a court order by filing ... (ii) a stipulation of dismissal
20 signed by all parties who have appeared;” and
21

22
23 WHEREAS, no class has been certified in this Federal Action, or is proposed
24 to be certified in the Federal Action as part of the proposed Settlement, and
25 accordingly, Fed. R. Civ. P. 23(e) does not impact Plaintiffs’ ability to file this
26 stipulation of voluntary dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii);
27
28

1 IT IS THEREFORE STIPULATED AND AGREED, pursuant to Fed. R.
2 Civ. P. 41(a)(1)(A)(ii), by and on behalf of all the parties to this Federal Action
3 who have appeared, by their undersigned counsel, that this Federal Action is
4 voluntarily dismissed subject to the following conditions:
5

- 6 1. This dismissal shall be without prejudice, and without costs;
- 7
8 2. Upon the Effective Date (as will be defined in the stipulation of
9 settlement) of the Settlement, this dismissal shall automatically be
10 converted to a dismissal “with prejudice,” and operate as an adjudication
11 on the merits;
- 12
13 3. In the event that the Effective Date does not occur, Settling Defendants
14 consent to entry of an order, upon motion by Plaintiffs (including
15 pursuant to Fed. R. Civ. P. 60(b)(6)), to reinstate this Federal Action,
16 with all parties returning to their respective litigation positions in this
17 Federal Action as of the date of the stipulation of the settlement.
18
19

20
21 Dated: _____, 2026

Respectfully submitted,

22
23 **POMERANTZ LLP**

24 /s/ Samantha Daniels
25 Samantha Daniels
26 (admitted *pro hac vice*)
27 Jennifer Pafiti (SBN 282790)
28 1100 Glendon Avenue, 15th Floor
Los Angeles, California 90024
Telephone: (212) 661-1100
Facsimile: (310) 405-7190

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sdaniels@pomlaw.com
jpafiti@pomlaw.com

J. Alexander Hood II
(admitted *pro hac vice*)
600 Third Avenue, 20th Floor
New York, New York 10016
Telephone: (212) 661-1100
Facsimile: (917) 463-1044
ahood@pomlaw.com

Counsel for Plaintiff

BRONSTEIN, GEWIRTZ &
GROSSMAN, LLC
Peretz Bronstein
(*pro hac vice* application
forthcoming)
60 East 42nd Street, Suite 4600
New York, New York 10165
Telephone: (212) 697-6484
Facsimile: (212) 697-7296
peretz@bgandg.com

Additional Counsel for Plaintiff