

AMENDED STIPULATION OF SETTLEMENT¹

This Stipulation of Settlement, dated May 29, 2023 (together with all Exhibits hereto, the “Stipulation”), is made and entered into by and among: (i) plaintiff Jonathan Shomroni (“Plaintiff”), on behalf of himself and other members of the Class,² by and through their counsel; and (ii) defendants Fei Labs Inc. (“Fei Labs”), Joseph Santoro, Sebastian Delgado, and Brianna Montgomery (“Defendants” and, as to the individuals, the “Individual Defendants”), by and through their counsel, subject to the approval of the Court and the terms and conditions set forth in this Stipulation. The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, release, settle, and dismiss with prejudice the Litigation and the Released Claims against the Released Defendants.

I. THE LITIGATION AND BENEFITS OF SETTLEMENT

This action is currently pending before the Honorable Ethan P. Schulman in the Superior Court of California, County of San Francisco (the “Court”), under the caption *Shomroni v. Fei Labs Inc., et al.*, CGC C22-598995 (the “Litigation”). On April 1, 2022, Plaintiff filed the complaint in this Litigation (“Complaint”) against Defendants, individually and on behalf of all persons or entities who purchased the digital assets “FEI” and “TRIBE” in exchange for ETH as part of the Genesis Group, including those who “pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens between March 31, 2021 and April 3, 2021.

¹ Changes in this Amended Settlement Agreement are intended to address directives from the Court in its May 19, 2023 *Order Continuing Plaintiff’s Motion for Preliminary Approval of Class Action Settlement* (the “May 19 Order”).

² All capitalized terms not otherwise defined shall have the meanings ascribed to them in § III.1 herein.

The Complaint alleges claims against Defendants for violations of Sections 5 and 12(a)(1) of the Securities Act of 1933 (the “Securities Act”), and claims against the Individual Defendants for violations of Section 15 of the Securities Act. Plaintiff asserted that Defendants offered and sold FEI and TRIBE without filing a registration statement with the United States Securities and Exchange Commission in violation of the Securities Act, and that no exemption to the registration requirement applied.

On July 18, 2022, Defendants filed their demurrer to Plaintiff’s Complaint. Following briefing on Defendants’ demurrer to Plaintiff’s Complaint and oral argument, the Court issued an order denying Defendants’ demurrer on September 16, 2022, as corrected on September 27, 2022.

On September 26, 2022, Defendants filed their answer to the Complaint.

Thereafter, Plaintiff and Defendants (collectively the “Parties”) engaged in discovery, including serving and responding to multiple document requests and interrogatories.

On December 13, 2022, the Parties engaged in an in-person mediation before Mediator Michelle Yoshida of Phillips ADR Enterprises. The mediation was preceded by limited discovery to aid in the mediation, as well as by the submission of mediation statements and exhibits by each of the Parties. The mediation was unsuccessful, but the Parties continued to engage in negotiations through Ms. Yoshida. On January 5, 2023, the Parties engaged in a second virtual mediation with Ms. Yoshida. Subsequent to this second mediation, Ms. Yoshida issued a mediator’s proposal for settlement, which the parties accepted on January 18, 2023. Thereafter, on January 27, 2023, the Parties executed an enforceable and binding term sheet reflecting their agreement-in-principle to fully resolve the Litigation in exchange for a cash payment of \$17,850,000 for the benefit of the Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the

Court. This Stipulation reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Parties.

Plaintiff and Plaintiff's Counsel recognize and acknowledge the expense and time it would take to prosecute the Litigation against Defendants through trial and through any subsequent appeals, and the Defendants' ability to pay any judgment. Plaintiff and Plaintiff's Counsel have also considered the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Accordingly, Plaintiff and Plaintiff's Counsel believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class Members and is in the best interests of Class Members under all the circumstances.

II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Throughout the course of this Litigation and in this Stipulation, Defendants expressly have denied, and continue to deny, that they have committed any act or omission giving rise to any liability or violation of the law. Specifically, Defendants have denied, and continue to deny, each and every one of the claims and contentions alleged by Plaintiff in the Litigation. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any conduct, statement, act or omission alleged, or that could have been alleged, in the Litigation. Defendants have asserted, and continue to assert, that the claims asserted against them in the Litigation are without merit, that they have meritorious defenses to the claims alleged in the Litigation, and that their conduct was at all times proper and in compliance with all applicable provisions of law.

Nonetheless, Defendants have concluded that further defense of the Litigation could be protracted and expensive. Defendants also have considered the uncertainty and risks inherent in any litigation, especially in complex cases such as the Litigation. Defendants have, therefore,

determined that it is desirable and beneficial to them that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

As set forth below, neither the Settlement nor any of the terms of this Stipulation shall be construed or deemed to be evidence of or to constitute an admission, concession, or finding of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted in the Litigation.

III. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff (for himself and the Class) and Defendants, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court, and in consideration of the benefits flowing to the Parties and the Class from the Settlement, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties and their Related Parties (as defined below), upon and subject to the terms and conditions of the Stipulation as follows.

1. Definitions

In addition to the terms defined above, as used in the Stipulation, the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any Class Member who submits a valid Claim to the Claims Administrator that is approved by the Claims Administrator or Court for payment from the Net Settlement Fund.

1.2 “Claim[s]” means a claim submitted on a Proof of Claim form, substantially in the form agreed by the Settling Parties in writing, and to be submitted for Court approval with Plaintiff’s motion to preliminarily approve the Stipulation and Settlement.

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1.3 “Claimant” means any person who submits a Claim to the Claims Administrator in such form and manner, and within such time, as the Court shall prescribe.

1.4 “Claims Administrator” means the firm selected by Plaintiff’s Counsel to administer the Settlement, as set forth in Plaintiff’s motion to preliminarily approve the Stipulation and Settlement.

1.5 “Class” means all Persons who, directly or through an intermediary, purchased the digital assets “FEI” and “TRIBE” in exchange for ETH as part of the Genesis Group between March 31, 2021 and April 3, 2021, including those who ‘pre-swapped’ their Genesis Group FEI token allocation for TRIBE tokens. Excluded from the Class are: (i) Defendants; (ii) any person, firm, trust, corporation, or other entity directly affiliated with any Defendant; (iii) any justice or judicial officer presiding over this matter and members of their immediate families and judicial staff. Also excluded from the Class are those Persons who timely and validly request exclusion.

1.6 “Class Member(s)” means a Person(s) who falls within the definition of the Class as set forth in ¶ 1.5 above.

1.7 “Court” means the Superior Court of California for the County of San Francisco.

1.8 “Defendants” means Fei Labs and the Individual Defendants.

1.9 “Defendants’ Counsel” means Quinn Emmanuel Urquhart & Sullivan LLP.

1.10 “Fei Labs” means Defendant Fei Labs Inc.

1.11 “Effective Date,” or the date upon which this Settlement becomes “effective,” means the date by which all of the events and conditions specified in ¶ 8.1 of the Stipulation have been met and have occurred, or have been waived.

1.12 “Escrow Account” means the segregated and separate escrow account designated and controlled by the Escrow Agent at one or more national banking institutions into which the

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Settlement Amount will be deposited for the benefit of Plaintiff and the Class Members in accordance with the terms of the Stipulation and any order of the Court.

1.13 “Escrow Agent” means the entity appointed by Plaintiff’s Counsel to administer and control the Escrow Account into which the Settlement Amount will be deposited for the benefit of Plaintiff and Class Members, which entity shall be disclosed in Plaintiff’s motion to preliminarily approve the Stipulation and Settlement, and such entity’s successor(s).

1.14 “Fee and Expense Award” means any award of attorneys’ fees and/or expenses or charges in favor of Plaintiff’s Counsel incurred in connection with prosecuting the Litigation.

1.15 “Final” means, with respect to any order or judgment of the Court, that such order or judgment represents a final and binding determination of all issues within its scope and is no longer subject to further review on appeal or otherwise, either because of disposition on appeal and conclusion of the appellate process or because of passage of time for seeking appellate review, without action. Without limitation, an order or judgment becomes “Final” when the last of the following has occurred: (a) the expiration of the time to file a motion to reconsider, alter or amend the judgment or order without any such motion having been filed; (b) the time in which to appeal the judgment or order has passed without any appeal having been taken; and (c) if a motion to reconsider, alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of *certiorari* or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not

include any appeal which concerns only the issue of attorneys' fees and/or expenses, the Plan of Allocation of the Net Settlement Fund (as submitted or subsequently modified), and/or the procedures for determining or paying Authorized Claimants' recognized claims.

1.16 "Genesis Event" means the alleged offering by Defendants between March 31, 2021 and April 3, 2021, during which Plaintiff and other Class Members purchased the digital assets "FEI" and "TRIBE" in exchange for ETH (Ethereum).

1.17 "Genesis Group" means those persons or entities who purchased the digital assets "FEI" and "TRIBE" in exchange for ETH, including those who "pre-swapped" their FEI token allocation for TRIBE tokens, during the Genesis Event that occurred between March 31, 2021 and April 3, 2021.

1.18 "Individual Defendants" means Joseph Santoro, Sebastian Delgado, and Brianna Montgomery.

1.19 "Judgment" means the Final Judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit B, as well as any form of final judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B and where none of the Settling Parties elects to terminate this Settlement by reason of such variance, consistent with the terms of this Stipulation.

1.20 "Litigation" means the action captioned *Shomroni v. Fei Labs Inc., et al.*, CGC-22-598995.

1.21 "Long Form Notice" means the full version of Settlement Notice as agreed by the Settling Parties in writing, for Court approval, and to be submitted with Plaintiff's motion to preliminarily approve the Stipulation and Settlement.

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1.22 “Net Settlement Fund” means the Settlement Fund less any Fee and Expense Award and/or Service Award approved by the Court, and less Notice and Administration Expenses, Taxes, and Tax Expenses, and other Court-approved deductions.

1.23 “Notice” means the Notice of Proposed Class Action Settlement, which, subject to approval or modification of the Court, shall include the Long Form Notice and Summary Notice.

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

1.25 “Person(s)” means an individual, corporation (including all divisions and subsidiaries thereof), limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and including any of their heirs, spouses, beneficiaries, administrators, predecessors, successors, representatives, or assigns.

1.26 “Plaintiff” means Jonathan Shomroni.

1.27 “Plaintiff’s Counsel” means The Restis Law Firm, P.C., AFN Law PLLC and HGT Law.

1.28 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants *pro rata* generally in accordance with 15 U.S.C. § 77l(a).

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1.29 “Preliminary Approval Order” means the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, as issued by the Court, substantially in the form attached hereto as Exhibit A.

1.30 “Proof of Claim” means the proof of Class Members’ entitlement to any portion of the Settlement Fund, as agreed by the Settling Parties in writing, and to be submitted for Court approval with Plaintiff’s motion to preliminarily approve the Stipulation and Settlement.

1.31 “Related Parties” means, as applicable, each and all of any Person’s respective future, present, and former parents, subsidiaries, divisions, controlling persons, associates, joint ventures, affiliates, and each and all of their respective present and former employees, contractors, members, partners, principals, agents, founders, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, general or limited partners or partnerships, limited liability companies, personal or legal representatives, insurers, co-insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, immediate family members, heirs, executors, trusts, trustees, administrators, representatives, and assigns, in their capacity as such, and any entity in which a person or entity has a controlling interest.

1.32 “Released Claims” means any and all claims, demands, rights, causes of action, damages, losses, judgment, matters, issues, debts, and liabilities of every nature and description (including Unknown Claims as defined herein), whether known or unknown, asserted or unasserted, contingent or absolute, liquidated or not liquidated, accrued or unaccrued, suspected or unsuspected, disclosed or undisclosed, apparent or not apparent, foreseen or unforeseen, matured or not matured, which now exist, heretofore or previously existed, or may hereafter exist, including, but not limited to, any claims arising under federal, state, local, statutory, common, or

foreign law, or any other law, rule, or regulation, whether class and/or individual in nature, that Plaintiff or any other member of the Class asserted in the Complaint for violations of the Securities Act, filed in the Litigation on April 1, 2022, or could have asserted or could in the future assert in any forum, that concern, arise out of, refer to, are based upon, or are related in any manner to the allegations, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Litigation, expressly including claims for violation of Sections 5, 12(a), and 15 of the Securities Act of 1933. Notwithstanding the foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement, nor does this release cover, include, or release any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Litigation.

1.33 “Released Defendants” means each and all of the Defendants and each of their Related Parties.

1.34 “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that Released Defendants may assert against Plaintiff or Class Members arising out of or relating in any way to the institution, prosecution or settlement of the Litigation or the Released Claims against the Defendants. Notwithstanding the foregoing, “Released Defendants’ Claims” does not include claims relating to the enforcement of the Settlement.

1.35 “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” mean Plaintiff, and each and every Class Member. Releasing Plaintiff Parties do not include any Person who would otherwise be a Class Member but have validly and timely excluded himself, herself, or itself therefrom.

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1.36 “Service Award” means any payment to the Plaintiff in recognition for his risk and efforts on behalf of Class Members in the Litigation.

1.37 “Settlement” means the resolution of the Litigation in accordance with the terms and provisions of this Stipulation.

1.38 “Settlement Amount” means Seventeen Million, Eight-Hundred Fifty Thousand United States Dollars (\$17,850,000 USD) in cash to be paid by Defendants to the Escrow Agent by wire transfer, check, or as otherwise agreed by the Escrow Agent. The Settlement Amount shall be used to pay all Notice and Administration Expenses, any Fee and Expense Award to Plaintiff’s Counsel, Service Award, Class Member benefits, and any other costs, expenses, or fees of any kind whatsoever associated with the Settlement, as set forth herein.

1.39 “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto and which may be reduced by payments or deductions as provided herein or by Court order.

1.40 “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed settlement is fair, reasonable, and adequate and should be approved.

1.41 “Settlement Website” means the website established by the Claims Administrator to provide information regarding the Settlement, where Class Members can obtain information concerning requesting exclusion from or objecting to the Settlement, and where Class Members may submit a Claim consistent with this Stipulation.

1.42 “Settling Parties” means, collectively, Defendants and Plaintiff, on behalf of himself and the Class.

1.43 “Summary Notice” means the Summary Notice for publication and individual notice, as agreed by the Settling Parties in writing, and to be submitted for Court approval with Plaintiff’s motion to preliminarily approve the Stipulation and Settlement.

1.44 “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.

1.45 “Unknown Claims” means (i) any and all Released Claims that Releasing Plaintiff Parties do not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendants, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendants, or might have affected his, her or its decision with respect to the Settlement, including but not limited to whether or not to object to this Settlement or seek exclusion from this Settlement, and (ii) any Released Defendants’ Claims that Released Defendants do not know or suspect to exist in his, her or its favor at the time of the release, which, if known by him, her or it, might have affected his, her or its settlement with and release of Plaintiff and Class Members.

2. The Settlement

2.1 The obligations incurred pursuant to the Stipulation: (a) are subject to approval by the Court and subject to the Judgment reflecting such approval; and (b) shall fully and finally dispose of the Litigation and any and all Released Claims and Released Defendants’ Claims upon and subject to the terms and conditions set forth herein.

(a) The Settlement Amount

2.2 In full and final settlement of the claims asserted in the Litigation and in consideration of the releases specified in ¶¶ 4.1-4.5, Defendants shall pay, or shall cause to be paid on Defendants’ behalf, the Settlement Amount by check or wire transfer. Upon execution of this Stipulation of Settlement, Plaintiff’s Counsel shall promptly provide all information necessary to effectuate a transfer of funds to the Escrow Account, including the bank name and ABA routing number, address, account name and number, and a signed W-9 reflecting the taxpayer

identification number for the qualified settlement fund in which the Escrow Account has been established. The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in the Escrow Account. Defendants shall begin to make transfers to the Escrow Account in partial satisfaction of their obligations in this paragraph promptly upon receiving all information necessary to effectuate a transfer of funds and shall complete all transfers amounting to the Settlement Amount by no later than thirty business days following receipt of the Preliminary Approval Order.

2.3 Other than the obligation to pay or cause the payment of the Settlement Amount in accordance with the terms of ¶ 2.2, Defendants shall not have any obligation to make any other payments pursuant to the Stipulation, including, without limitation, compensation to any Class Member, payment of attorneys' fees and expenses awarded by the Court, payment of any fees or expenses incurred by any Class Member or Plaintiff's Counsel, or interest on the Settlement Amount of any kind and relating to any time period (including prior to the payment of the Settlement Amount into the Escrow Account).

2.4 If the entire Settlement Amount is not timely paid to the Escrow Agent, Plaintiff may terminate the Settlement but only if (a) Plaintiff's Counsel has notified Defendant's Counsel in writing of Plaintiff's intention to terminate the Settlement, and (b) the entire Settlement Amount is not transferred to the Escrow Agent within five (5) business days after Plaintiff's Counsel has provided such written notice. Failure by the Escrow Agent or Plaintiff's Counsel to timely furnish adequate payment instructions to Defendants pursuant to ¶ 2.2 shall not be a basis for termination under this section and any delay in providing such instructions shall extend the period in which the Settlement Amount will be paid under ¶ 2.2 by an equivalent number of days.

(b) The Escrow Agent

2.5 The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated Escrow Account maintained by the Escrow Agent.

2.6 The Escrow Agent may invest the Settlement Amount deposited pursuant to ¶ 2.2 hereof in United States Treasury Securities of six months duration or less, and may reinvest the proceeds of these instruments as they mature in similar instruments of six months duration or less 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 and the Released Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendants and their counsel harmless for the actions of the Escrow Agent.

2.7 The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the prior written agreement of Defendants' Counsel, and the Escrow Agent shall copy Plaintiff's Counsel on all such instructions to disburse any portion of the Settlement Fund.

2.8 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Stipulation and shall copy Plaintiff's Counsel on all such transactions. The Released Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent in its capacity as such.

2.9 All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

2.10 Upon the occurrence of the Effective Date, no Defendant, or any other person or entity who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever (including, without limitation, the number of Proof of Claim forms submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund). The Released Defendants shall not have any liability if Claims made exceed the amount available in the Settlement Fund for payment of such Claims and shall not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims, Taxes and Tax Expenses, legal fees, or any other expenses payable from the Settlement Fund.

(c) Taxes

2.11 The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, and the regulations promulgated thereunder. The Settling Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. §1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this section, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly

prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2.12 For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. 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 in ¶ 2.13 hereof) shall be consistent with this section 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 in ¶ 2.13 hereof.

2.13 All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Defendants or their counsel with respect to any 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 while in custody of the Escrow Agent, and (ii) expenses and costs incurred in connection with the operation and implementation of this section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this section 2) (“Tax Expenses”), shall be paid out of the Settlement Fund. In all events the Released Defendants and Defendants’ Counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendants and Defendants’ Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification).

Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this section.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly following execution of the Stipulation, Plaintiff's Counsel shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation; certification of the Class for purposes of settlement as specified in ¶ 1.5; setting of the date for distribution of the Notice, the Claims deadline, the opt out date, the objection date, and the Settlement Hearing date; approval of the Claims Administrator; approval of the Notice; approval of the form and content of the Proof of Claim; and approval of the dissemination of the Summary Notice and Long Form Notice.

3.2 Any Class Member who wishes to opt out of the Class must submit a timely written request for exclusion on or before the opt out date, in the manner specified in the Court's Preliminary Approval Order and Notice. Any Class Member who does not submit a timely written request for exclusion will be bound by all proceedings, orders and judgments in the Litigation, whether or not he, she, or it timely submits a Proof of Claim.

3.3 Any Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement or the award of attorneys' fees and expenses, must do so timely and in the manner specified in the Court's Preliminary Approval Order and Notice.

3.4 Any Class Member who submits an objection to this Settlement shall be entitled to all of the benefits of the Settlement and this Stipulation, provided the objecting Class Member complied with all the requirements for submitting a Proof of Claim.

3.5 If the Court grants preliminary approval of the Settlement, the Settling Parties shall jointly move the Court to stay all proceedings and deadlines other than necessary to effectuate the Settlement. If the Court denies preliminary approval of the Settlement as set forth herein, the Settling Parties shall jointly move the Court to reset or extend case management deadlines as appropriate.

3.6 Plaintiff shall request that after Notice is given to the Class Members, the Court hold the Settlement Hearing and approve the Settlement as set forth herein. At or after the Settlement Hearing, Plaintiff's Counsel also shall request that the Court approve the proposed Plan of Allocation and any motions for Fee and Expense Award and/or Service Award.

4. Mutual Releases

4.1 The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Litigation as against Defendants; (ii) the Releases provided for herein; and (iii) all other terms contained herein.

4.2 The form of any Proof of Claim executed by Plaintiff and Class Members shall be agreed to by the Settling Parties in writing, and submitted for Court approval with Plaintiff's motion to preliminarily approve the Stipulation and Settlement.

4.3 Upon the Effective Date, the Releasing Plaintiff Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, unconditionally and forever waived,

released, relinquished, dismissed with prejudice, and discharged all Released Claims (including Unknown Claims) against the Released Defendants, whether arising under federal, state, common, or foreign law, and whether or not the Plaintiff or Class Member executes and delivers a Proof of Claim or shares in the Settlement Fund.

4.4 Upon the Effective Date, each of the Released Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of Released Defendants' Claims (including Unknown Claims) against Plaintiff, Plaintiff's Related Parties, and Class Members, whether arising under federal, state, common or foreign law. Upon the Effective Date, the Defendants will be forever barred from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Defendants' Claims against Plaintiff, Plaintiff's Related Parties, and Class Members. Defendants are aware of the California Civil Code § 1542 and expressly waive and relinquish any rights or benefits available to them under this statute.

4.5 With respect to any and all Released Claims and the Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, each of the Settling Parties shall expressly waive and shall be deemed to have waived, and by operation of the Judgment the Releasing Plaintiff Parties shall expressly have waived, the provisions, rights, and benefits of California Civil Code § 1542 and any law of the United States, or any state or territory thereof, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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Each of the Settling Parties and the Releasing Plaintiff Parties may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but the Settling Parties shall fully, finally, and forever settle and release and, upon the Effective Date, shall be deemed to have, and by operation of the Judgment the Releasing Plaintiff Parties shall expressly have, fully, finally, and forever waived, compromised, settled, discharged, extinguished, and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and by operation of the Judgment the Releasing Plaintiff Parties shall be deemed to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement to which this release is a part.

4.6 Upon the Effective Date, the Releasing Plaintiff Parties shall be forever barred from asserting, commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Defendants.

4.7 In exchange for the mutual releases and other consideration set forth herein, including full payment of the Settlement Amount, Plaintiff will dismiss with prejudice all Defendants from the Litigation as set forth herein.

4.8 The Settling Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Settling Parties and, by operation of the Judgment, the Releasing Plaintiff Parties, to interpret and enforce the terms, conditions, and obligations under this Stipulation.

5. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall administer and calculate the Claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

5.2 The Court shall have and retain exclusive jurisdiction over the Settlement Fund, which shall be applied as follows:

- (a) to pay all Notice and Administration Expenses;
- (b) to pay the Taxes and Tax Expenses described in ¶ 2.13 hereof;
- (c) to pay any Fee and Expense Award to Plaintiff's Counsel and any Service Award to Plaintiff if and to the extent allowed by the Court; and
- (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

5.3 After the Effective Date, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or appropriate, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following: within such time as may be set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, as approved by the Court or reasonably required by the Administrator.

5.4 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim within such period as ordered by the Court, or otherwise allowed,

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, and will forever be barred from bringing any action against the Released Defendants concerning the Released Claims. Notwithstanding the foregoing, Plaintiff's Counsel shall have the discretion (but not the obligation) to accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. Plaintiff's Counsel shall also have the right, but not the obligation, to advise the Claims Administrator to waive what Plaintiff's Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted.

5.5 Proofs of Claim that do not meet the submission requirements may be rejected. Prior to 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. Within twenty-one (21) calendar days after the Claims Administrator receives the Proof of Claim, the Claims Administrator shall notify the Claimant in writing if the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has fourteen (14) calendar days to cure the deficiencies. Within fourteen (14) days after the deadline for the Claimant to cure any deficiencies, the Claims Administrator shall notify in writing the Claimant who has either failed to respond to the deficiencies notice or has failed to cure the deficiencies, that the Claimant's Claim has been rejected and that the rejection is a final disposition of the Claim.

5.6 If any Claimant whose timely Claim has been rejected, pursuant to ¶ 5.5 above, desires to contest such rejection, the Claimant must, within fourteen (14) calendar days after the mailing of notice rejecting the Claim, or a lesser period of time if the Claim was untimely, 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 may request a review by the Court. Prior to submitting requests for review to the Court, the Claims Administrator, under the supervision of Plaintiff's Counsel, shall attempt to resolve any disputes where possible. At the conclusion of time for Claimants to contest rejection of any Claims, all such disputed Claims that have reached an impasse will be submitted to the Court for a final disposition.

5.7 The Net Settlement Fund shall be initially distributed by the Claims Administrator to the Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court, and within thirty (30) days after the Effective Date, or as otherwise ordered by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund, Plaintiff's Counsel shall, if feasible, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants in the manner described in the Plan of Allocation. Thereafter, any balance in the Net Settlement Fund not otherwise economically feasible to distribute shall be donated to an appropriate 501(c)(3) non-profit organization selected by, and unaffiliated with, Plaintiff's Counsel, subject to approval by the Court.

5.8 The Released Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Plaintiff's Counsel, the Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management,

investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of Claims to be paid from the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of Taxes or Tax Expenses, or any expenses or losses incurred in connection therewith; or (vii) the payment of any other Notice and Administration Expenses. No Person shall have any claim of any kind against the Released Defendants with respect to the matters set forth in this paragraph; and the Releasing Plaintiff Parties release the Released Defendants from any and all liability and claims arising from or with respect to the administration, investment or distribution of the Settlement Fund.

5.9 No Person shall have any claim against the Released Defendants, Plaintiff, Plaintiff's Counsel or the Claims Administrator, or any other Person designated by Plaintiff's Counsel, 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.

5.10 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's Claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation. Neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Judgment approving the Stipulation and the Settlement set forth therein.

6. Plaintiff's Counsel's Attorneys' Fees and Expenses and Service Award

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6.1 Plaintiff's Counsel may submit an application or applications to the Court for a Fee and Expense Award and/or a Service Award, to be paid from the Settlement Fund. Pursuant to the Court's May 19 Order, Plaintiff's Counsel agree they will seek no more than twenty-five percent (25%) of the Settlement Fund (\$4,462,500) for attorneys' fees, and no more than \$125,000 for litigation expenses. Also pursuant to the Court's May 19 Order, Plaintiff agrees to request no more than ten-thousand dollars (\$10,000) as a Service Award.

6.2 Any fees and expenses awarded by the Court shall be paid to Plaintiff's Counsel from the Settlement Fund, as ordered, immediately after the Court executes the Judgment and an order awarding such fees and expenses.

6.3 In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or terminated for any other reason, and such reversal, modification, cancellation, or termination becomes Final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Plaintiff's Counsel, including its partners and/or shareholders who have received any portion of the Fee and Expense Award shall, within ten (10) business days from receiving notice from the Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees previously paid to them from the Settlement Fund in an amount consistent with such reversal or modification. Any refunds required pursuant to ¶ 6.3 shall be the several obligation of Plaintiff's Counsel, including their partners and/or shareholders.

6.4 The procedure for and the allowance or disallowance by the Court of any applications by Plaintiff's Counsel for attorneys' fees and expenses, or by Plaintiff for a Service Award, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation, and are to be considered by the Court separately from the Court's consideration of the

fairness, reasonableness and adequacy of the Settlement set forth in the Stipulation. Any order or proceeding relating to any Fee and Expense Award, or for any Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Litigation set forth therein.

6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. The Released Defendants and their Related Parties shall have no responsibility for any payment of attorneys' fees and/or expenses to Plaintiff's Counsel, or Service Award to Plaintiff.

6.6 The Released Defendants are not entitled to any award of fees or expenses from the Settlement Fund. The Released Defendants shall have no responsibility or liability whatsoever for the allocation among Plaintiff's Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

7. Notice And Administration

7.1 Except as provided in ¶ 7.2, Dissemination of the Notice to Class Members in accordance with this Stipulation and as ordered by the Court shall be solely the Claims Administrator's responsibility with oversight by Plaintiff's Counsel, except that the Defendants shall promptly, and with all diligence, use their best efforts to provide any contact or identifying information relevant to providing Notice to Class Members, including Ethereum wallet addresses in Defendants' possession collected during the Genesis Event, and shall provide such information to the Claims Administrator in electronic format (at no cost to the Settlement Fund, Plaintiff's Counsel, or the Claims Administrator), in order to assist the Claims Administrator in attempting to provide Notice to Class Members and potential Class Members.

7.2 Within the time prescribed by the Court, Fei Labs shall prominently post a link to the Settlement Website on <https://fei.money>, <https://tribedao.xyz>, <https://tribe.fei.money>, and <https://medium.com/fei-protocol>.

7.3 Class Members shall have no recourse as to the Released Defendants with respect to any claims they may have that arise from any failure of the Notice process. However, Fei Labs agrees to work in good faith to provide the Claims Administrator with information reasonably available to Fei Labs related to the identity of Class Members. Any and all costs incurred by the Claims Administrator in providing Notice shall be reimbursed from the Settlement Fund.

7.4 The Settling Parties have agreed that all Notice shall be consistent with the Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide published by the Federal Judicial Center, California precedent, and any orders of the Court.

7.5 The Notice shall include *inter alia* the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation and the general terms of the application for a Fee and Expense Award, and the date of the Settlement Hearing.

7.6 The Claims Administrator shall be responsible for creating and distributing the Notice approved by the Court, the Settlement Website, the processing of Claims, and requests for exclusion, and any other tasks as the Settling Parties mutually agree or the Court orders the Claims Administrator to perform.

7.7 The Settling Parties each represent they will not have any financial interest in the Claims Administrator ultimately appointed and otherwise will not have a relationship with the Claims Administrator ultimately appointed that could create a conflict of interest.

7.8 Prior to the Effective Date and without further order of the Court, up to \$250,000 of the Settlement Fund may be used by Plaintiff's Counsel to pay reasonable Notice and

Administration expenses actually incurred. After the Effective Date, Plaintiff's Counsel must seek leave of the Court for payments of any further actual and reasonable Notice and Administration Expenses from the Settlement Fund that exceed any amount set forth in the Court's Final Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Plan of Allocation.

7.9 The Settling Parties acknowledge and agree that the Claims Administrator is an agent of the Court, and not an agent of any of them or their counsel, and that the Claims Administrator is not authorized by this Stipulation or otherwise to act on behalf of the Settling Parties.

8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

8.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all the following events:

- (a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1 hereof;
- (b) the Settlement Amount has been deposited into the Escrow Account;
- (c) the Court has entered the Judgment; and
- (d) the Judgment has become Final, as defined in ¶ 1.15 hereof.

8.2 Upon the Effective Date, any and all remaining interest or right of Defendants in or to the Settlement Fund shall be absolutely and forever extinguished.

8.3 As set forth in a separate agreement (the "Supplemental Agreement") executed concurrently herewith between Plaintiff and Defendants, by and through their counsel, Defendants may, in their sole discretion, terminate the Settlement and render it null and void in the event that Class Members who collectively purchased more than a certain amount of FEI and TRIBE tokens during the Genesis Event exclude themselves from the Class. The Settling Parties agree to maintain

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the confidentiality of the Supplemental Agreement except as otherwise ordered by the Court. The Supplemental Agreement shall be filed with the Court under seal in support of Plaintiff's motion to preliminarily approve the Settlement, and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) prior to Plaintiff's motion to finally approve the Stipulation and Settlement at the Settlement Hearing.

8.4 In the event the Court declines to enter the Preliminary Approval Order or the Judgment, the Settling Parties agree to work in good faith to make appropriate modifications, as may be necessary, to the Stipulation, Notice, Proof of Claim, and/or Judgment.

8.5 Subject to ¶ 8.4 hereof, each of Plaintiff and Defendants shall have the right to terminate the Settlement and this Stipulation before the Effective Date by providing written notice of their election to do so ("Termination Notice") to all other parties hereto within fourteen (14) calendar days of: (a) entry of a Court order declining to enter the Preliminary Approval Order in any material respect; (b) entry of a Court order refusing to approve this Stipulation in any material respect; (c) entry of a Court order refusing to approve the Settlement; (d) entry of a Court order refusing to enter the Judgment in any material respect; (e) entry of a Court order refusing to dismiss the Litigation with prejudice; (f) entry of an order by which the Final Judgment is modified or reversed in any material respect; or (g) failure on the part of any other Settling Party to abide, in any material respect, with the terms of this Stipulation. Notwithstanding anything in this ¶ 8.5, the Settling Parties may mutually agree to proceed with the Settlement notwithstanding the occurrence of any of the events identified in this Paragraph.

8.6 Other than as provided in ¶¶ 8.3 and 8.5, no party shall have the right to terminate the Stipulation for any reason.

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8.7 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within five (5) business days after written notification of such event is sent by counsel for any of the Settling Parties to the Escrow Agent, the Settlement Fund (including accrued interest), less Taxes, Tax Expenses and Notice and Administration Expenses which have either been disbursed or are chargeable to the Settlement Fund, shall be refunded by the Escrow Agent pursuant to written instructions from Defendants' Counsel. The Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Defendants' Counsel.

8.8 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation as of January 27, 2023. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶ 8.7-8.9 hereof, shall be null and void, have no further force and effect, and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*, and shall not be used in the Litigation or in any other proceeding for any purpose. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation, or any attorneys' fees, expenses, and interest awarded by the Court to Plaintiff's Counsel, or any order of the Court concerning the amount of any Service Award, shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of the Stipulation.

8.9 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its terms, neither Plaintiff nor Plaintiff's Counsel, shall have any obligation to repay any amounts disbursed pursuant to ¶ 7 of this Stipulation. In addition, any expenses already incurred pursuant to ¶ 5.2 hereof at the time of such termination or cancellation but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded in accordance with ¶ 8.7 hereof.

8.10 In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Amount to the Settlement Fund, or any portion thereof, by Fei Labs to be a voidable preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United States Code (Bankruptcy), or applicable state law, and any portion thereof is required to be refunded, then the Settling Parties shall jointly move the Court to vacate and set aside the release given under this Stipulation, and the Judgment entered in favor of Defendants, and the Settling Parties and Class Members shall be restored to their litigation positions as of January 27, 2023 and any undistributed portion of the Settlement Fund shall be promptly returned.

9. No Admission of Liability

9.1 Neither the Settlement, this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation and the Settlement, nor any proceedings, communications, drafts, documents or agreements taken pursuant to or in connection with this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants of the truth

of any allegations by Plaintiff or any Class Member or the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, including, but not limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of any kind of Defendants or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of liability for any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against Plaintiff or any Class Member as evidence of any infirmity in the claims of Plaintiff and the Class;

(c) shall be offered or received against Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation is approved by the Court, Released Defendants may refer to it to effectuate the releases granted them hereunder; and

(d) shall be construed against Defendants, Plaintiff, or the Class as evidence of a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement.

10. Miscellaneous Provisions

10.1 After meeting and conferring with Defendants, Plaintiff may disclose to the Class and to the Court aggregate information about Defendants' ability to pay a judgment in the Litigation.

10.2 The Settling Parties: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

10.3 The Settling Parties and their respective counsel agree that they will act in good faith, and will not engage in any conduct that could frustrate the purpose of this Stipulation or the mutual releases contained therein.

10.4 In connection with the approval of the Settlement by the Court, Defendants will not dispute that, based upon the publicly available information at the time, the Litigation was filed in good faith and with an adequate basis in fact, was not frivolous and is being settled voluntarily by the Defendants after consultation with competent legal counsel in an amount and in a fashion that reflects the merits of the claims.

10.5 The determination of the terms and conditions contained herein and the drafting of the provisions of this Stipulation have been by mutual understanding after negotiation, with consideration by, and participation of, the Settling Parties and their counsel. This Stipulation shall not be construed against any Settling Party on the basis that it was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Stipulation and the Settling Parties agree that the drafting of this Stipulation has been a mutual undertaking.

10.6 The Settling Parties intend this settlement to be a final and complete resolution of all disputes and claims between the Releasing Plaintiff Parties, on the one hand, and Released Defendants, on the other hand, with respect to the Litigation. The Settlement resolves claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that, and the proposed Judgment will contain a finding that, during the course of the Litigation, the parties and their respective counsel at all times complied with the requirements of California Code of Civil Procedure § 128.7. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

10.7 The Settling Parties and their counsel agree not to assert in any statement made to any media representative (whether or not for attribution) that the Litigation was commenced or prosecuted by Plaintiff or defended by Defendants in bad faith or without a reasonable basis, nor will they deny that the Litigation was commenced and prosecuted and defended in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct by any party concerning the prosecution, defenses and resolution of the Litigation, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Litigation, including that the Litigation was brought or defended in bad faith or without a reasonable basis.

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10.8 Plaintiff and Plaintiff's Counsel agree that they will not intentionally assist or cooperate with any nongovernmental Person seeking to publicly disparage or economically harm the Released Defendants with respect to any matter relating to the subject matter of this Litigation.

10.9 Neither this Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the appropriateness of treating the Litigation as a class action for any purpose other than the Settlement.

10.10 The Released Defendants may file this Stipulation and/or the 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, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.11 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

10.12 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.13 The Stipulation and the Exhibits attached hereto constitute the entire agreement among the parties hereto and no representations, warranties or inducements have been made to any party concerning the Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein or under the terms of any bylaws or other agreements between or among some or all Defendants, each party shall bear its own costs and expenses.

10.14 Plaintiff's Counsel, on behalf of the Class, is expressly authorized by the Plaintiff to take all appropriate action required or permitted to be taken by the Class Members they represent

EXECUTION VERSION

pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class Members they represent, which they deem appropriate.

10.15 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so, and that such person has the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

10.16 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile, docusign or pdf via email shall be deemed originals.

10.17 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.18 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties and, by operation of the Judgment, all Releasing Plaintiff Parties, submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation and matters related to the Settlement.

10.19 The waiver by one Settling Party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other Settling Party or a waiver of any other prior or subsequent breach of this Stipulation.

10.20 Pending approval of the Court of the Stipulation and its Exhibits, the Settling Parties shall request that all proceedings in this Litigation be stayed and that all Releasing Plaintiff

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Parties be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendants.

10.21 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice-of-law principles.

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

10.23 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation be executed by their duly authorized attorneys, dated May ___, 2023

Agreed on behalf of Plaintiff and Plaintiff's counsel:

Dated: 05/30/2023



Jonathan Shomroni

Dated: _____

The Restis Law Firm
William R. Restis, Esq.
225 Broadway, Ste 2220
San Diego, CA 92101
Telephone: (619) 270-8383
william@restislaw.com

Dated: 5/30/2023



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Seattle, WA 98104
Telephone: (646) 453-7294
angus@afnlegal.com

Dated: _____

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250 Park Avenue, 7th Floor
New York, NY 10177
Telephone: (646) 453-7288
hta@hgtlaw.com

Agreed on behalf of Plaintiff and Plaintiff's counsel:

Dated: _____

Jonathan Shomroni

Dated: May 29, 2023



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Dated: _____

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Dated: _____

HGT Law
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New York, NY 10177
Telephone: (646) 453-7288
hta@hgtlaw.com

EXECUTION VERSION

Agreed on behalf of Plaintiff and Plaintiff's counsel:

Dated: _____

Jonathan Shomroni

Dated: _____

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Dated: _____

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Dated: May 30, 2023




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hta@hgtlaw.com

EXECUTION VERSION

Agreed on behalf of Defendants and Defendants' counsel:

Dated: 5/30/2023


DocuSigned by:

AAEAF67B43EE46A...
Joseph Santoro, on behalf of himself and as
CEO of Fei Labs Inc.

Dated: 5/30/2023


DocuSigned by:

D2086AA213BF4B9...
Sebastian Delgado

Dated: 5/29/2023

DocuSigned by:

2EA5752511DD467...
Brianna Montgomery

Dated: 5/30/2023


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INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT

DOCUMENT	EXHIBIT
[Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement	A
[Proposed] Final Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Plan of Allocation	B

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JONATHAN SHOMRONI, Individually and
on behalf of others similarly situated,

Plaintiff,

v.

FEI LABS INC., a Delaware Corporation,
JOSEPH SANTORO, an Individual,
BRIANNA MONTGOMERY, an Individual,
SEBASTIAN DELGADO, an Individual, and
DOES 1-10.

Defendants,

Case No: CGC-22-598995

*Assigned for all purposes to
the Hon. Ethan P. Schulman, Dep't 304*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: **DATE, 2023**

Time: **TIME**

Dept: 304

1 Plaintiff Jonathan Shomroni’s Motion for Preliminary Approval of a Class Action Settlement
2 (the “Motion”) was heard on DATE. In connection with the Motion, the Court considered the
3 proposed class action Stipulation of Settlement (attached as Exhibit XX to the Declaration of
4 William Restis), the submissions of counsel, and all other papers filed in this action. This Order
5 incorporates by reference the definitions in the Stipulation of Settlement. The matter having been
6 submitted, and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. The provisions of the Stipulation are hereby preliminarily approved. The Court finds
9 that the Settlement “appears to be the product of serious, informed, non-collusive negotiations, has
10 no obvious deficiencies, does not improperly grant preferential treatment to class representatives or
11 segments of the class, and falls within the range of possible [judicial] approval.” 4 WILLIAM B.
12 RUBENSTEIN, ALBA CONTE & HERBERT NEWBERG, *Newberg on Class Actions* § 13:13 (5th ed. 2014)
13 (quoting *Manual for Complex Litigation* (2nd) § 30.44 (1985)). As such, the Court finds that the
14 proposed Settlement preliminarily appears to be fair, adequate, and reasonable to the Class Members,
15 and is sufficient to warrant the dissemination of Notice to the Class Members.

16 **PROVISIONAL CERTIFICATION OF THE CLASS**

17 2. Pursuant to California Code of Civil Procedure § 382 and California Rule of Court
18 3.769(d), and for purposes of, and solely in connection with, the Settlement, the Court finds that
19 each of the requirements for certification of the Class Members set forth in the Plaintiff’s Motion
20 for Preliminary Approval are met and hereby conditionally certifies the Class comprised of:

21 **all Persons who, directly or through an intermediary, purchased the digital**
22 **assets “FEI” and “TRIBE” in exchange for ETH as part of the Genesis Group**
23 **between March 31, 2021 and April 3, 2021, including those who “pre-**
24 **swapped” their Genesis Group FEI token allocation for TRIBE tokens.**

25 Excluded from the Class are: (i) Defendants; (ii) any person, firm, trust, corporation, or other entity
26 directly affiliated with any Defendant; (iii) any justice or judicial officer presiding over this matter
27 and members of their immediate families and judicial staff. Also excluded from the Class are those
28 Persons who timely and validly request exclusion.

1 3. The Court, for Settlement purposes only, finds that certification of the Class satisfies
2 the requirements of California Code of Civil Procedure § 382 and California Rule of Court 3.769(d).
3 In support of this ruling, the Court conditionally and preliminarily finds that: (a) there is an
4 ascertainable Class; (b) the Class Members are so numerous that joinder of all members is
5 impracticable; (c) there are questions of law and fact common to the Class Members that
6 predominate; (d) the named Plaintiff's claims are typical of the claims of the Class Members; (d) the
7 named Plaintiff and Plaintiff's Counsel identified below are able to fairly and adequately represent
8 the Class Members; and (e) class-wide treatment of the disputes raised in the Complaint is superior
9 to other available methods for adjudicating the controversy. *See Brinker Rest. Corp. v. Superior*
10 *Court*, 53 Cal. 4th 1004, 1021 (2012).

11 4. If the Stipulation is terminated or not consummated or the Settlement is not finally
12 approved, conditional certification of the Class shall be void. In that event, the Plaintiff, the Class
13 Members, and Defendants shall be returned to their respective statuses as of January 27, 2023.

14 5. Neither this Order, the Stipulation, nor any document referred to therein, nor any
15 action taken to carry out the Settlement may be construed or used as an admission by or against
16 Defendants or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.
17 The entering into or carrying out of the Stipulation and any negotiations or proceedings related
18 thereto shall not in any event be construed as or deemed to be evidence of an admission or concession
19 with regard to the denials or defenses by Defendants or any of the other Released Parties and shall
20 not be offered in evidence in any action or proceeding against Defendants or any of the Released
21 Parties in any court, administrative agency, or other tribunal for any purpose whatsoever other than
22 to enforce the provisions of this Order, the Stipulation, or any related agreement or release.

23 **APPOINTMENT OF SETTLEMENT CLASS REPRESENTATIVE AND CLASS**
24 **COUNSEL**

25 6. The Court appoints and designates Plaintiff as settlement class representative for the
26 Class Members.

27 7. The Court appoints and designates The Restis Law Firm, P.C., AFN Law PLLC, and
28 HGT Law as settlement class counsel for the Class Members, at the following addresses:

1 THE RESTIS LAW FIRM, P.C.
William R. Restis, Esq. (Cal Bar No. 246823)
2 225 Broadway, Suite 2220
San Diego, California 92101
3 619.270.8383
william@restislaw.com

4 AFN LAW PLLC
Angus F. Ni, (Wash. Bar No. 53828)
5 (Admitted pro hac vice)
6 506 2nd Ave, Suite 1400
Seattle, WA 98104
7 646.453.7294
angus@afnlegal.com

8 HGT LAW
Hung G. Ta (Cal. Bar No. 331458)
9 Alex Hu (Cal. Bar No. 279585)
10 250 Park Avenue, 7th Floor
New York, NY 10177
11 (646) 453-7288
hta@hgtlaw.com

12 APPOINTMENT OF CLAIMS ADMINISTRATOR AND ESCROW AGENT

13 8. Plaintiff's Counsel is hereby authorized to retain [ADMINISTRATOR NAME] as
14 the Claims Administrator to supervise and administer the Notice procedure in connection with the
15 proposed Settlement, as well as the processing of Claims.

16 9. The Claims Administrator is hereby authorized to retain [ESCROW AGENT NAME]
17 as the Escrow Agent to create and maintain the Escrow Account for receipt and administration of
18 the Settlement Fund. The contents of the Settlement Fund held by the Escrow Agent shall be deemed
19 and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the
20 Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s)
21 of the Court.

22 APPROVAL OF NOTICE

23 10. The Court approves, as to form and content, the proposed Notice to the Class
24 Members, and accordingly directs the Claims Administrator to disseminate Notice to the Class
25 Members as follows:

- 26 a. The Claims Administrator shall send at least one copy of the Summary Notice
27 to each Ethereum wallet address provided by Fei Labs;
28 b. The Claims Administrator shall cause publication notice of the Stipulation and

1 Settlement by [DESCRIPTION OF PUBLICATION NOTICE], and such
2 publication notice shall link to the Settlement Website;

- 3 c. The Claims Administrator shall establish and run the Settlement Website to
4 provide information regarding the Settlement, which shall include relevant
5 documents from the Litigation, including Plaintiff's complaint, Defendants'
6 answer, the Stipulation, a copy of the Summary Notice and Long Form Notice,
7 a copy of the Proof of Claim, an electronic version of the Proof of Claim,
8 Plaintiff's Motion for Preliminary Approval and supporting documents, this
9 Preliminary Approval Order, Plaintiff's motion for any Fee and Expense Award
10 and Service Award and supporting documents (when filed), Motion for Final
11 Approval and supporting documents (when filed), Final Order and Judgment
12 (when filed), and other relevant information;
- 13 d. The Claims Administrator shall establish a mailing address, toll free phone
14 number, and electronic mail address to receive inquiries by Class Members or
15 other interested Persons, about the Stipulation or the Settlement.
- 16 e. Fei Labs shall prominently post a link to the Settlement Website on
17 <https://fei.money>, <https://tribedao.xyz>, <https://tribe.fei.money>, and
18 <https://medium.com/fei-protocol>.

19 11. The Court finds that the above Notice procedure is the best means practicable of
20 providing notice to the Class under the circumstances, and when completed shall constitute due and
21 sufficient notice of the Litigation, the Settlement, and the final Settlement Hearing to all persons
22 affected by and/or authorized to participate in the Settlement in full compliance with California Code
23 of Civil Procedure 382, California Rules of Court 3.766 and 3.769, the California and United States
24 Constitutions (including the Due Process Clauses), and all other applicable laws and rules. Counsel
25 for the Parties are authorized to correct any typographical errors in the Stipulation and make
26 clarifications to the extent the same are found or needed so long as such corrections do not materially
27 alter the substance of the documents.

28 **PARTICIPATION IN THE SETTLEMENT**

1 it is postmarked or delivered on or before the objection deadline provided in Paragraph 24 of this
2 Order, or as the Court may otherwise direct. Any Class Member who does not enter an appearance
3 will be represented by Plaintiff's Counsel.

4 17. Any Class Member may appear and show cause why the proposed Settlement should
5 or should not be approved as fair, reasonable, and adequate, why a judgment should or should not
6 be entered thereon, why the proposed Plan of Allocation should or should not be approved, why
7 attorneys' fees and expenses should or should not be awarded to Plaintiff's Counsel, or why Plaintiff
8 should or should not be issued a Service Award; provided, however, that no Class Member or any
9 other Person shall be heard or entitled to contest such matters, unless that Person or entity has
10 submitted said objections, papers, and briefs to the Court and served copies of such objection on
11 Plaintiff's Counsel and Defendants' Counsel at the addresses set forth below such that they are
12 received on or before the objection deadline provided in Paragraph 24 of this Order.

13 **Plaintiff's Counsel**

14 THE RESTIS LAW FIRM, P.C.
15 William R. Restis, Esq.
16 225 Broadway, Suite 2220
San Diego, California 92101

Defendants' Counsel

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Emily Kapur
555 Twin Dolphin Dr., 5th Floor
Redwood Shores, CA 94065

17 18. Any objections, filings and other submissions by the objecting Class Member: (a)
18 must state the name, address, and telephone number of the person or entity objecting and must be
19 signed by the objector; (b) must contain a statement of the Class Member's objection or objections,
20 and the specific reason for each objection, including any legal and evidentiary support the Settlement
21 Class Member wishes to bring to the Court's attention; and (c) must include information sufficient
22 to prove membership in the Class. Objectors who enter an appearance and desire to present evidence
23 at the Settlement Hearing in support of their objection must include in their written objections or
24 notice of appearance the identity of any witnesses they may call to testify and any exhibits they
25 intend to introduce into evidence at the hearing.

26 **ADMINISTRATION FEES, EXPENSES AND TAXES**

27 19. All reasonable costs incurred in identifying and providing Notice to Class Members
28 of the Settlement, as well as in administering the Settlement, shall be paid as set forth in the

1 Stipulation without further order of the Court.

2 20. The Escrow Agent is authorized and directed to prepare any tax returns and any other
3 tax reporting form for or in respect to the Settlement Fund, and to otherwise perform all obligations
4 with respect to Taxes and any reporting or filings or payment in respect thereof without further order
5 of the Court in a manner consistent with the provisions of the Stipulation.

6 **STAY OF PROCEEDINGS AND TEMPORARY INJUNCTION**

7 21. Until otherwise ordered by the Court, the Court stays all proceedings in the Action
8 other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation.

9 22. Pending final determination of whether the Settlement should be approved, the Court
10 bars and enjoins Plaintiff, and all other Class Members, from commencing or prosecuting any and
11 all of the Released Claims against any of the Defendants.

12 **TERMINATION OF SETTLEMENT**

13 23. In the event that the Stipulation is not approved by the Court or the Settlement set
14 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
15 Settling Parties shall be restored to their respective positions in the Litigation as of January 27, 2023.
16 In such event, the terms and provisions of the Stipulation, with the exception of ¶¶ 8.7 to 8.9 thereof,
17 shall be null and void, have no further force and effect, and shall not be used in the Litigation or in
18 any other proceeding for any purpose, and any judgment or order entered by the Court in accordance
19 with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*, and shall not be used in
20 the Litigation or in any other proceeding for any purpose.

21 **SETTLEMENT TIMELINE**

22 24. The Court orders the following schedule:

23 a. No later than **10 DAYS AFTER PRELIMINARY APPROVAL**, the
24 Administrator and Defendants shall:

- 25 i. launch the Settlement Website as described in Paragraph 10 of this
26 Order;
27 ii. disseminate the Summary Notice as described in Paragraph 10 of this
28 Order; and

1 iii. commence publication of the Notice as described in Paragraph 10 of
2 this Order;

3 b. All requests for exclusion must be submitted to the Claims Administrator on
4 or before **70 DAYS AFTER PRELIMINARY APPROVAL** in accordance this Order.

5 c. No later than **80 DAYS AFTER PRELIMINARY APPROVAL** Plaintiff's
6 Counsel shall file with the Court the Administrator's Declaration of Compliance with Class
7 Notice, and a list of the names and addresses of Class Members who have requested to be
8 excluded from the Settlement (regardless of whether such exclusion requests comply with
9 Paragraph 15 of this Order);

10 d. No later than **85 DAYS AFTER PRELIMINARY APPROVAL**, Plaintiff's
11 Counsel shall file Plaintiff's Motion for Final Approval, and motion for any Fee and Expense
12 Award and/or Service Award with the Court, and provide them to the Claims Administrator
13 to be promptly posted on the Settlement Website.

14 e. All Proof of Claim forms must be submitted in accordance with this Order on
15 or before **95 DAYS AFTER PRELIMINARY APPROVAL**, unless later accepted by
16 Plaintiff's Counsel.

17 f. All objections must be served on Plaintiff's Counsel and Defendants' Counsel
18 in accordance with this Order on or before **95 DAYS AFTER PRELIMINARY**
19 **APPROVAL**.

20 g. All notices of appearance, motions to intervene, and any documents or
21 materials that any Class Member wishes the Court to consider at the final Settlement Hearing,
22 must be filed with the Court and served on Plaintiff's Counsel and Defendants' Counsel in
23 accordance with this Order on or before **95 DAYS AFTER PRELIMINARY APPROVAL**.

24 h. No later than **105 DAYS AFTER PRELIMINARY APPROVAL**,
25 Plaintiff's Counsel shall file with the Court:

26 i. their replies in support of Plaintiff's Motion for Final Approval, and
27 motion for any Fee and Expense Award and/or Service Award; and

28 ii. all written objections received from Class Members.

1 25. A final Settlement Hearing shall be held before this Court on **120 DAYS AFTER**
2 **PRELIMINARY APPROVAL**, at **TIME**, in Department 304 of the San Francisco Superior Court,
3 400 McAllister Street, San Francisco, California 94102, to determine all necessary matters
4 concerning the Stipulation, including whether the proposed Settlement is fair, reasonable, and
5 adequate, whether this Court should grant final approval, whether this Court should approve the Plan
6 of Allocation, whether there should be any Fee and Expense Award and/or Service Award, and the
7 amounts of any such awards.

8 26. Class Counsel, Defendants, and the Administrator are directed to carry out their
9 obligations under the Stipulation.

10
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12 **IT IS SO ORDERED**

13
14 DATED: March ____, 2023

15 Hon. Ethan P. Schulman
16 JUDGE OF THE
17 SAN FRANCISCO SUPERIOR COURT

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JONATHAN SHOMRONI, Individually and
on behalf of others similarly situated,

Plaintiff,

v.

FEI LABS INC., a Delaware Corporation,
JOSEPH SANTORO, an Individual,
BRIANNA MONTGOMERY, an Individual,
SEBASTIAN DELGADO, an Individual, and
DOES 1-10.

Defendants,

Case No: CGC-22-598995

*Assigned for all purposes to
the Hon. Ethan P. Schulman, Dep't 304*

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
PLAN OF ALLOCATION**

Date: **DATE, 2023**

Time: **TIME**

Dept: 304

1 On DATE, this Court entered the Preliminary Approval Order preliminarily approving the
2 class action Settlement set forth in the Stipulation of Settlement dated DATE (the “Stipulation”),
3 finding that the Settlement appeared fair, reasonable and adequate to the Class Members, free of
4 collusion or indicia of unfairness, and within the range of possible judicial approval, and thereby
5 sufficient to warrant dissemination of Notice to the Class Members. The Court also conditionally
6 certified the Class pursuant to California Code of Civil Procedure § 382 and California Rule of Court
7 3.769(d).

8 Currently pending before the Court is Plaintiff Jonathan Shomroni’s Motion for Final
9 Approval of Class Action Settlement and Plan of Allocation (the “Motion”), which was heard on
10 DATE. In connection with the Motion, the Court considered the proposed class action Stipulation
11 of Settlement, the submissions of counsel, and all other papers filed in this action.

12 Due and adequate notice having been given of the class action Settlement, the Stipulation
13 and of the final Settlement Hearing as required by the Preliminary Approval Order, and the Court
14 having considered all papers, including the number of objections and exclusions filed, and having
15 heard oral argument by the Settling Parties and any Class Member who wished to be heard, and
16 otherwise being fully informed, and for good cause appearing:

17 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

18 1. This Final Order incorporates by reference the definitions in the Stipulation, as
19 submitted to the Court at DOCKET. All capitalized terms used in this Final Judgment and Order
20 shall have the meanings and/or definitions given to them in the Stipulation unless otherwise defined
21 herein.

22 2. This Court has jurisdiction over the subject matter of the Litigation, the parties, all
23 Class Members, and over those persons and entities undertaking affirmative obligations to
24 effectuate the Settlement, including the Claims Administrator and Escrow Agent.

25 3. Pursuant to California Code of Civil Procedure § 382 and California Rule of Court
26 3.769(d), and for purposes of, and solely in connection with, the Settlement, the Court hereby
27 certifies the Class comprised of:
28

1 **All persons and entities who, directly or through an intermediary, purchased**
2 **the digital assets “FEI” and “TRIBE” in exchange for ETH as part of the**
3 **Genesis Group between March 31, 2021 and April 3, 2021, including those who**
4 **“pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens.**

5 Excluded from the Class are: (i) Defendants; (ii) any person, firm, trust, corporation, or other entity
6 directly affiliated with any Defendant; (iii) any justice or judicial officer presiding over this matter
7 and members of their immediate families and judicial staff. Also excluded from the Class are those
8 Persons who timely and validly request exclusion.

9 4. The Court finds, for Settlement purposes only, that certification of the Class satisfies
10 the requirements of California Code of Civil Procedure § 382 and California Rule of Court
11 3.769(d). In support of this ruling, the Court finds that: (a) there is an ascertainable Class; (b) the
12 Class Members are so numerous that joinder of all members is impracticable; (c) there are questions
13 of law and fact common to the Class Members that predominate; (d) the named Plaintiff’s claims
14 are typical of the claims of the Class Members; (e) the named Plaintiff and Plaintiff’s Counsel
15 identified below are able to fairly and adequately represent the Class Members; and (f) class-wide
16 treatment of the disputes raised in the Complaint is superior to other available methods for
17 adjudicating the controversy. *See Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021
18 (2012).

19 5. The Court finds that notice was given to Class Members in accordance with the
20 Preliminary Approval Order entered on DATE, at DOCKET. As described in the
21 ADMINISTRATOR DECLARATION, notice has been successful and (i) fairly and accurately
22 described the Litigation and the proposed Settlement; (ii) provided sufficient information so that
23 Class Members were able to decide whether to accept the benefits of the Settlement, exclude
24 themselves from the Settlement or object to the Settlement; (iii) adequately described the manner
25 in which Class Members could file Claims, exclude themselves from the Settlement or object to
26 the Settlement, and/or to appear at the final Settlement Hearing; and (iv) provided the date, time
27 and place of the Settlement Hearing.

1 6. The Court hereby finds that the Notice was (i) the best notice practicable under the
2 circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to
3 apprise Class Members of the Settlement; (iii) was reasonable and constituted due, adequate, and
4 sufficient notice to all Persons entitled to receive notice; and (iv) constituted due and sufficient
5 notice of the Litigation, the Settlement, and the final Settlement Hearing to all Persons affected by
6 and/or authorized to participate in the Settlement, in full compliance with California Code of Civil
7 Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States
8 Constitutions (including the Due Process Clauses), and all other applicable laws and rules.

9 7. The Court considered any objections by Class Members **DESCRIBE**.

10 8. The Class Members in **Exhibit 1** to this Final Judgment and Order timely and validly
11 requested exclusion from the Settlement (the “Opt Outs”). These Opt Outs are hereby excluded
12 from any and all terms of the Stipulation and Settlement, including the releases contained therein.

13 9. The Court hereby finds that the number of objections and requests for exclusion
14 from the Settlement indicates that the majority of Class Members found the Settlement and
15 Stipulation to be fair, reasonable, and adequate.

16 10. The Court finds that a full and fair opportunity has been afforded to the Class
17 Members to exclude themselves from and object to the Settlement and Stipulation, and to
18 participate in the Settlement Hearing. Therefore, pursuant California Rule of Court 3.769, all Class
19 Members, other than the Opt Outs listed in Exhibit 1, are bound by this Final Judgment and Order
20 and by the terms of the Stipulation.

21 11. This Court gives final approval to the Settlement and finds that the Stipulation is
22 fair, reasonable, adequate, and in the best interests of the Class Members considering the strength
23 of Plaintiff’s case; the risk, expense, complexity and likely duration of further litigation; the risk of
24 maintaining class action status through trial; the amount offered in settlement; the extent of
25 discovery completed and the stage of the proceedings; the experience and views of counsel; and
26 the reaction of the Class Members.

27 12. The Court finds that the record in this Litigation was sufficiently developed, and
28 that the publicly-available nature of blockchain records, the information exchanged by the Settling

1 Parties during mediation, the damages analysis performed at the direction of Plaintiff's Counsel,
2 and the exchange of confirmatory discovery in connection with the Settlement were sufficient for
3 Plaintiff, Plaintiff's Counsel, and the Court to evaluate and consider the fairness, adequacy, and
4 reasonableness of the Settlement.

5 13. The Court finds that the Settlement Amount of \$17,850,000 provided for under the
6 Stipulation and Settlement, constitutes a fair value given in exchange for the Released Claims
7 against the Released Defendants. The complex legal and factual posture of this case, including
8 issues of first impression, and the fact that the Settlement is the result of arm's-length negotiations
9 between the Parties, support this finding.

10 14. The Court gives final approval to the Plan of Allocation, and finds that the Plan of
11 Allocation is fair, reasonable and adequate, and is based on a reasonable and rational basis. The
12 Court further finds that the Plan of Allocation appropriately allocates the Net Settlement Fund
13 among Class Members who qualify as Authorized Claimants based on a formula reasonably related
14 to Class Members' underlying claim under Section 12(a) of the Securities Act of 1933, in a manner
15 that treats all Class Members equitably relative to each other, and does not grant preferential
16 treatment to the Plaintiff or other segments of the Class.

17 15. The Court finds there is no evidence or other indicators of fraud or overreaching by,
18 or collusion between, the Settling Parties. All evidence indicates the Settlement is the product of
19 an arm's-length negotiating process facilitated by a skilled mediator, Michelle Yoshida of Phillips
20 ADR Enterprises.

21 16. The Court finds that the Plaintiff and Plaintiff's Counsel adequately represented the
22 Class Members for the purposes of litigating this matter and entering into and implementing the
23 Stipulation and Settlement.

24 17. The Court finds that the Settling Parties' Supplemental Agreement with respect to
25 opt-out thresholds was sufficiently disclosed to the Class Members and the Court *in camera* to
26 ensure the Supplemental Agreement did not affect the interests of Class Members by altering what
27 they might receive or forgo through the Settlement.
28

1 18. Accordingly, the Settlement is hereby finally approved in all respects, and the
2 Settling Parties and their counsel are hereby directed to implement and consummate the Stipulation
3 and Settlement according to the Stipulation’s terms and provisions. The Stipulation is hereby
4 incorporated into this Final Judgment and Order in full and shall have the full force of an Order of
5 this Court.

6 19. The Court orders the Claims Administrator and Escrow Agent to effectuate the terms
7 of the Stipulation in all respects, including to distribute the Settlement Fund pursuant to the
8 Stipulation and this Final Judgment and Order to such Authorized Claimants who submitted valid
9 Claims; to pay all costs and expenses reasonably and actually incurred, including Notice and
10 Administration Expenses, Taxes and Tax Expenses, the Fee and Expense Award and Service
11 Award, and other expenses reasonably and actually incurred in the administration of the Settlement;
12 and to perform all other duties and responsibilities that remain under the Stipulation and this Final
13 Judgment and Order.

14 20. The Court orders the Settling Parties and their counsel to carry out, or cause to be
15 carried out, all other obligations under the Stipulation.

16 21. The Claims Administrator shall post a copy of this Final Judgment and Order on the
17 Settlement Website within five (5) days of entry of this Order.

18 22. The Court orders the payment of \$_____ in attorneys’ fees and
19 litigation expenses in the amount of \$_____ (the Fee and Expense Award) from the
20 Settlement Fund to the law firms of The Restis Law Firm, P.C., AFN Law PLLC, and HGT Law,
21 finding such Fee and Expense Award to be fair and reasonable for the following reasons and those
22 stated in Court. In assessing the requested attorneys’ fees, the Court has considered the relief
23 achieved for the Class Members, the time and effort devoted by Plaintiff’s Counsel as demonstrated
24 by their sworn declarations, and the complexity of the legal and factual issues involved. The Court
25 finds that the Fee and Expense Award is fair and reasonable under both a common fund approach
26 and a lodestar approach.

27 23. The Court orders the payment of a Service Award in the amount of \$_____
28 to Plaintiff Jonathan Shomroni to be paid from the Settlement Fund to compensate him for his

1 efforts and commitment on behalf of the Class, and finds that this amount is fair, reasonable, and
2 justified under the circumstances of this case.

3 24. Except as otherwise set forth in this Final Judgment and Order and the Stipulation,
4 the Parties shall bear their own costs and attorneys' fees.

5 25. Upon the Effective Date, the Releasing Plaintiff Parties shall be deemed to have,
6 and by operation of this Final Judgment and Order shall have, fully, finally, unconditionally and
7 forever waived, released, relinquished, dismissed with prejudice, and discharged all Released
8 Claims (including Unknown Claims) against the Released Defendants, whether arising under
9 federal, state, common, or foreign law, whether or not the Plaintiff or Class Member executes and
10 delivers a Proof of Claim or shares in the Settlement Fund.

11 26. Upon the Effective Date, each of the Released Defendants shall be deemed to have,
12 and by operation of this Final Judgment and Order shall have, fully, finally, and forever released,
13 relinquished, and discharged all of Released Defendants' Claims (including Unknown Claims)
14 against Plaintiff, Plaintiff's Related Parties, and Class Members, whether arising under federal,
15 state, common or foreign law. Upon the Effective Date, the Defendants will be forever barred from
16 commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in
17 any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released
18 Defendants' Claims against the Plaintiff, Plaintiff's Related Parties and Class Members.

19 27. With respect to any and all Released Claims and the Released Defendants' Claims,
20 upon the Effective Date, each of the Settling Parties shall be deemed to have waived the provisions,
21 rights, and benefits of California Civil Code § 1542 and any law of the United States, or any state
22 or territory thereof, or principle of common law or foreign law, which is similar, comparable, or
23 equivalent to California Civil Code § 1542.

24 28. Neither the Stipulation nor any act performed or document executed pursuant to or
25 in furtherance of the Stipulation or the Settlement, is or may be deemed to be or may be used as:
26 (a) an admission or concession of, or evidence of, the validity of any Released Claim or any fault,
27 wrongdoing, or liability of the Released Defendants; (b) an admission or concession by Plaintiff or
28 any Class Member of any infirmity in the claims asserted in the Complaint; or (c) an admission or

1 concession of, or evidence of, any fault, wrongdoing, or liability of any of the Settling Parties or
2 the Released Defendants in any civil, criminal, or administrative proceeding in any court,
3 administrative agency, or other tribunal. The released parties may file the Stipulation and/or this
4 Final Judgment and Order in any action that may be brought against them in order to support a
5 defense or counterclaim based on principles of res judicata, collateral estoppel, equitable estoppel,
6 judicial estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim
7 preclusion or issue preclusion or similar defense or counterclaim. Any of the Settling Parties may
8 file the Stipulation and documents executed in furtherance thereof in any action to enforce the
9 Settlement.

10 29. Without affecting in any way the finality of this Final Judgment and Order, the Court
11 reserves continuing and exclusive jurisdiction for purposes of administering, interpreting,
12 implementing, effectuating, and enforcing the Settlement as set forth in the Stipulation, the Plan of
13 Allocation and distribution of the Settlement Fund, and matters within the scope of this Final
14 Judgment and Order, and matters relating thereto. Without further Order of the Court, the parties
15 may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16 30. The Complaint in this Litigation herein is dismissed on the merits with prejudice as
17 against the Released Defendants and without costs except for the payments expressly provided for
18 in the Stipulation.

19 31. There is no just reason for delay in the entry of final judgment, and the Court directs
20 the Clerk of the Court to enter judgment in accordance with the terms of this Final Judgment and
21 Order upon submission by the Settling Parties of a conforming order.

22
23 **IT IS SO ORDERED**

24
25 DATED: _____, 2023

26 _____
27 Hon. Ethan P. Schulman
28 JUDGE OF THE
SAN FRANCISCO SUPERIOR COURT