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13 *And the Putative Class*

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

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

17 Plaintiff,

18 v.

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

23 Defendants,

**Case No: CGC-22-598995**

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

**CLASS ACTION**

**SUPPLEMENTAL DECLARATION OF  
WILLIAM R. RESTIS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 22, 2023

Time: 2:30 pm

Dept: 304

Judge: Hon. Ethan P. Schulman

ELECTRONICALLY

**FILED**

Superior Court of California,  
County of San Francisco

**05/30/2023**

**Clerk of the Court**

BY: ERNALYN BURA

Deputy Clerk

1 I, William R. Restis, hereby declare as follows:

2 1. I am the CEO of THE RESTIS LAW FIRM, P.C. (“RLF”), counsel for Plaintiff and  
3 proposed settlement class representative Jonathan Shomroni (“Plaintiff”), and the proposed Class  
4 Members<sup>1</sup> in the above captioned case. I have personal knowledge of the matters set forth herein,  
5 based on my active participation in all material aspects of this litigation. If called upon, I could and  
6 would testify competently to the facts herein based upon my personal involvement in this case.  
7 Pursuant to this Court’s order, dated May 19, 2023 (“Order”), I submit this supplemental declaration  
8 in further support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed  
9 on April 21, 2023.

10 2. Attached hereto as **Exhibit I** is a true and correct copy of the Amended Stipulation  
11 of Settlement (“Amended Stipulation”), dated May 29, 2023, and a true and correct copy of a redline  
12 comparison between the Amended Stipulation and the Stipulation.<sup>2</sup>

13 3. Attached hereto as **Exhibit J** is a true and correct copy of the amended Plan of  
14 Allocation, together with a true and correct copy of a redline comparison between the amended Plan  
15 of Allocation and previously submitted Plan of Allocation previously filed as Exhibit C to the Restis  
16 Decl..

17 4. Attached hereto as **Exhibit K** is a true and correct copy of the amended Summary  
18 Notice referenced in Section 1.43 of the Amended Stipulation, as agreed by the Settling Parties in  
19 writing, together with a true and correct copy of a redline comparison between the amended  
20 Summary Notice and the previously submitted Summary Notice previously filed as Exhibit G to the  
21 Restis Decl..

22 5. Attached hereto as **Exhibit L** is a true and correct copy of the amended Long Form  
23 Notice referenced in Section 1.21 of the Amended Stipulation, as agreed by the Settling Parties in  
24

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25 <sup>1</sup> Unless otherwise noted, defined terms used herein have the same meaning as the Settling Parties’  
26 Amended Stipulation, attached hereto as Exhibit A.

27 <sup>2</sup> “Stipulation” refers to the Stipulation of Settlement, dated March 30, 2023, attached as Exhibit  
28 A to the Declaration of William R. Restis in Support of Plaintiffs’ Motion for Preliminary Approval  
of Class Action Settlement, filed April 21, 2023 (“Restis Decl.”).

1 writing, together with a true and correct copy of a redline comparison between the amended Long  
2 Form Notice and the previously submitted Long Form Notice filed as Exhibit H to the Restis Decl..

3 6. The Escrow Agent appointed to administer and control the Escrow Account into  
4 which the Settlement Amount will be deposited for the benefit of Class Members is The Huntington  
5 National Bank.

6 7. I confirm that on April 26, 2023, Plaintiff's Counsel provided Defendants with all  
7 information necessary to effectuate transfer of the Settlement Amount into the Escrow Account. On  
8 May 1, 2023, Defendants effectuated a test transfer of funds, which transfer was confirmed by the  
9 Escrow Agent. Subsequently, on May 2, 2023, Defendants commenced transferring the Settlement  
10 Amount into the Escrow Account by making a substantial transfer of funds into the Escrow Account.

11 8. I declare under penalty of perjury under the laws of the State of California that the  
12 foregoing is true and correct.

13 Executed on May 30, 2023 in San Diego, California.

14  
15 /s/ William R. Restis  
16 William R. Restis

# **EXHIBIT I**

**AMENDED STIPULATION OF SETTLEMENT**<sup>1</sup>

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,<sup>2</sup> 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.

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<sup>1</sup> 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”).

<sup>2</sup> 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.



## EXECUTION VERSION

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

## EXECUTION VERSION

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.

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).

## EXECUTION VERSION

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.

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



**EXECUTION VERSION**

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



AFN Law PLLC  
Angus Ni  
506 2nd Ave, Suite 1400  
Seattle, WA 98104  
Telephone: (646) 453-7294  
angus@afnlegal.com

Dated: \_\_\_\_\_

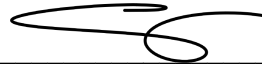
HGT Law  
Hung Ta and Alex Hu  
250 Park Avenue, 7th Floor  
New York, NY 10177  
Telephone: (646) 453-7288  
hta@hgtlaw.com

Agreed on behalf of Plaintiff and Plaintiff's counsel:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Shomroni

Dated: May 29, 2023



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

Dated: \_\_\_\_\_

\_\_\_\_\_  
AFN Law PLLC  
Angus Ni  
506 2nd Ave, Suite 1400  
Seattle, WA 98104  
Telephone: (646) 453-7294  
angus@afnlegal.com

Dated: \_\_\_\_\_

\_\_\_\_\_  
HGT Law  
Hung Ta and Alex Hu  
250 Park Avenue, 7th Floor  
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: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
AFN Law PLLC  
Angus Ni  
506 2nd Ave, Suite 1400  
Seattle, WA 98104  
Telephone: (646) 453-7294  
angus@afnlegal.com


Dated: May 30, 2023

  
\_\_\_\_\_  
HGT Law  
Hung Ta and Alex Hu  
250 Park Avenue, 7th Floor  
New York, NY 10177  
Telephone: (646) 453-7288  
hta@hgtlaw.com

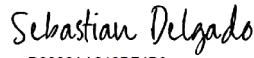
**EXECUTION VERSION**

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

  
Quinn Emanuel Urquhart & Sullivan LLP  
Michael E. Liftik  
Sarah Heaton Concannon  
1300 I Street, Suite 900  
Washington, D.C. 20005  
Telephone: (202) 538-8000  
michaelliftik@quinnemanuel.com  
sarahconcannon@quinnemanuel.com

Emily C. Kapur  
555 Twin Dolphin Dr., 5th Fl.  
Redwood Shores, California 94065  
Telephone: (650) 801-5000  
emilykapur@quinnemanuel.com

**INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT**

<b>DOCUMENT</b>	<b>EXHIBIT</b>
[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 (5<sup>th</sup> ed. 2014)  
13 (quoting *Manual for Complex Litigation* (2<sup>nd</sup>) § 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, 7<sup>th</sup> 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., 5<sup>th</sup> 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  
11  
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

**REDLINED**

**AMENDED STIPULATION OF SETTLEMENT<sup>1</sup>**

This Stipulation of Settlement, dated ~~March~~May \_\_, 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,<sup>2</sup> 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.

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<sup>1</sup> 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”).

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

## EXECUTION VERSION

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.

## EXECUTION VERSION

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



## EXECUTION VERSION

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.

## EXECUTION VERSION

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. § 771(a).

## EXECUTION VERSION

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.

## EXECUTION VERSION

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 ~~shall~~may invest the Settlement Amount deposited pursuant to ¶ 2.2 hereof in United States Treasury Securities of six months duration or less, and ~~shall~~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(1)(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.

## EXECUTION VERSION

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. ~~The~~Within twenty-one (21) calendar days after the Claims Administrator, ~~under such supervision receives the Proof of Plaintiff's Counsel, as necessary,~~Claim, the Claims Administrator shall notify, ~~in a timely fashion and the Claimant~~ in writing, ~~all Claimants whose claims 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 ~~the right to a review by the Court if the Claimant so desires and complies with the requirements of ¶ 5.6 below~~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 ~~in whole or in part for a curable deficiency, pursuant to ¶ 5.5 above,~~ desires to contest such rejection, the Claimant must, within ~~twenty (20)~~fourteen (14) calendar days after the ~~date of~~ mailing of ~~the~~ notice ~~required in ¶ 5.5 above~~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 ~~requesting a review thereof by the Court.~~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.

## EXECUTION VERSION

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**

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 ~~may pay~~ all must seek leave of the Court for payments of any further actual and reasonable Notice and Administration Expenses from the Settlement Fund, ~~without further order of the Court 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 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.

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.

## EXECUTION VERSION

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

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 ~~March~~May \_\_\_, 2023



Agreed on behalf of Plaintiff and Plaintiff's counsel:

Dated: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_  
AFN Law PLLC  
Angus Ni  
506 2nd Ave, Suite 1400  
Seattle, WA 98104  
Telephone: (646) 453-7294  
angus@afnlegal.com

Dated: \_\_\_\_\_

\_\_\_\_\_  
HGT Law  
Hung Ta and Alex Hu  
250 Park Avenue, 7th Floor  
New York, NY 10177  
Telephone: (646) 453-7288  
hta@hgtlaw.com

Agreed on behalf of Defendants and Defendants' counsel:

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sebastian Delgado

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brianna Montgomery

Dated: \_\_\_\_\_

\_\_\_\_\_  
Quinn Emanuel Urquhart & Sullivan LLP  
Michael E. Liftik  
Sarah Heaton Concannon  
1300 I Street, Suite 900  
Washington, D.C. 20005  
Telephone: (202) 538-8000  
michaelliftik@quinnemanuel.com  
sarahconcannon@quinnemanuel.com

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555 Twin Dolphin Dr., 5th Fl.  
Redwood Shores, California 94065  
Telephone: (650) 801-5000  
emilykapur@quinnemanuel.com

**INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT**

<b>DOCUMENT</b>	<b>EXHIBIT</b>
[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 J**

## **Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants**

1. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval by Plaintiff after consultation with his damages consultant. The Court may approve the Plan of Allocation with or without modification, or approve another plan of allocation, without further notice to the Class. Any Orders regarding a modification to the Plan of Allocation will be posted on the website [www. .com](http://www. .com). Defendants have had, and will have, no involvement in or responsibility for the terms or application of the Plan of Allocation.

2. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws with respect to the unregistered offer and sale of the digital tokenized assets FEI (“FEI”) and TRIBE (“TRIBE”) in the Genesis Event. All Persons who purchased the digital assets FEI and TRIBE in exchange for Ethereum (“ETH”) as part of the Genesis Group, including those who “pre-swapped” any portion of their Genesis Group FEI token allocation for TRIBE tokens between March 31, 2021 and April 3, 2021, are potentially eligible for compensation.

3. Calculations made pursuant to the Plan of Allocation do not represent a formal damages analysis that has been adjudicated in the Litigation and are not intended to measure the amounts that Class Members would recover after a trial. Nor are these calculations intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the relative claims of Authorized Claimants against one another for the purposes of making a *pro rata* allocation of the Net Settlement Fund.

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

4. For each digital wallet used to make a contribution to the Genesis Event, a “**Recognized Loss Amount**” will be calculated as set forth below for all FEI and TRIBE tokens purchased or otherwise acquired using that digital wallet, as listed in the Proof of Claim form and for which adequate documentation is provided.

5. For each digital wallet, a Claimant’s “Starting Value” will be calculated as the U.S. dollar value of ETH contributed to the Genesis Event and used to purchase FEI and TRIBE digital assets in the Genesis Group offering by multiplying the number of ETH contributed by \$2,009.19, the U.S. dollar value of ETH employed in the execution of the Genesis transaction.<sup>1</sup>

6. For each digital wallet, a Claimant’s “Ending Value” will be the sum of their calculated FEI Sales Values, TRIBE Sales Values, FEI Holding Values, and TRIBE Holding Values. These values are calculated as U.S. dollar amounts as follows:

- a. For each FEI purchased in the Genesis Group offering and:

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<sup>1</sup> See Genesis Transaction, Ethereum blockchain transaction hash: 0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20, available at <https://etherscan.io/tx/0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20> (showing, under “More Details,” “Ether Price: \$2,009.19 / ETH”).

- i. Sold prior to January 27, 2023, the “FEI Sales Value” is equal to the sales price.<sup>2</sup>
  - ii. Held as of January 27, 2023, the “FEI Holding Value” is equal to \$1.00.
- b. For each TRIBE purchased or otherwise received in the Genesis Group offering (including TRIBE acquired from “pre-swapping” FEI and bonus TRIBE received) and:
    - i. Sold prior to January 27, 2023, the “TRIBE Sales Value” is equal to the sales price.<sup>3</sup>
    - ii. Held as of January 27, 2023, the “TRIBE Holding Value” is equal to \$0.25.

For each digital wallet used in the Genesis Event, a Claimant’s **“Recognized Loss Amount”** is equal to the Starting Value minus the Ending Value. If the Recognized Loss Amount is less than or equal to zero, the Recognized Loss Amount for that digital wallet shall be set to zero.

### **ADDITIONAL PROVISIONS**

7. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 11 below) is \$10.00 or greater.

8. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to all digital wallets used to purchase or acquire FEI and TRIBE as part of the Genesis Group.

9. **“Sale Prices”:** For the purposes of calculations under this Plan of Allocation, “sale price” means the sale price calculated as described above, before deducting any fees, taxes, or commissions.

10. **“Purchase/Sale” Dates:** Purchases, acquisitions, and sales of FEI and TRIBE will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant through staking, by gift, inheritance, or operation of law of FEI or TRIBE shall not be deemed an eligible purchase or acquisition for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the FEI or TRIBE unless (i) the donor or decedent purchased or acquired the FEI or TRIBE as part of the Genesis Group during the Genesis Event; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those FEI and TRIBE purchases.

11. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net

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<sup>2</sup> Sales price for FEI token sales shall equal to the FEI closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

<sup>3</sup> Sales price for TRIBE token sales shall equal the TRIBE closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

Settlement Fund. If the total Recognized Claims of Authorized Claimants exceeds the Net Settlement Fund, the *pro rata* amount distributed to each Authorized Claimant will be a fraction of that claimant's Recognized Claim. If the total Recognized Claims of Authorized Claimants is less than the Net Settlement Fund, the *pro rata* amount distributed to each Authorized Claimant will exceed that claimant's Recognized Claim.

12. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

13. Distributions will be made to Authorized Claimants after all Claims have been processed, after the Court has finally approved the Settlement and after any appeals are resolved. Distributions from the Net Settlement Fund to Authorized Claimants shall commence within thirty (30) days of the Effective Date of the Settlement. Payments to Authorized Claimants shall be made via check, wire transfer, ACH, PayPal, Zelle, and/or Venmo. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash outstanding distribution checks.

14. To the extent any monies remain in the Net Settlement Fund after the initial distribution, Plaintiff's Counsel shall first, in consultation with the Claims Administrator, determine whether it is cost-effective to conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution. The Claims Administrator shall ascertain: (a) the amount of undelivered/uncashed funds from the initial distribution ("residual amount"); (b) estimate the cost of administering a second distribution and any additional cost to close out the administration of the Settlement ("cost-to-close"); and (c) the net amount of funds available for distribution to Authorized Claimants in a second re-distribution after deducting the cost-to-close expenses from the residual amount. Assuming this net amount is greater than zero, the Claims Administrator shall further calculate the payments that would be made in a re-distribution, which re-distribution shall be made on a *pro rata* basis based on the relative size of each eligible Authorized Claimant's Recognized Claim. Only Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution are eligible to receive payment in a re-distribution. Within six (6) months of the initial distribution, Plaintiff's Counsel shall submit to the Court the proposed re-distribution payments as calculated by the Claims Administrator, and Plaintiff's Counsel's recommendation as to whether or not to proceed with a re-distribution. If it is determined by the Court that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to an appropriate 501(c)(3) non-profit organization selected by, and unaffiliated with, Plaintiff's Counsel, subject to approval by the Court.

15. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Plaintiff, Plaintiff's Counsel, Plaintiff's damages consultant, the Released Defendants, Defendants' Counsel, or the Claims Administrator or other agent designated by Plaintiff's Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders.

**REDLINED**



## **Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants**

1. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval by Plaintiff after consultation with his damages consultant. The Court may approve the Plan of Allocation with or without modification, or approve another plan of allocation, without further notice to the Class. Any Orders regarding a modification to the Plan of Allocation will be posted on the website [www. .com](http://www. .com). Defendants have had, and will have, no involvement in or responsibility for the terms or application of the Plan of Allocation.

2. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws with respect to the unregistered offer and sale of the digital tokenized assets FEI (“FEI”) and TRIBE (“TRIBE”) in the Genesis Event. All Persons who purchased the digital assets FEI and TRIBE in exchange for Ethereum (“ETH”) as part of the Genesis Group, including those who “pre-swapped” any portion of their Genesis Group FEI token allocation for TRIBE tokens between March 31, 2021 and April 3, 2021, are potentially eligible for compensation.

3. Calculations made pursuant to the Plan of Allocation do not represent a formal damages analysis that has been adjudicated in the Litigation and are not intended to measure the amounts that Class Members would recover after a trial. Nor are these calculations intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the relative claims of Authorized Claimants against one another for the purposes of making a *pro rata* allocation of the Net Settlement Fund.

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

4. For each digital wallet used to make a contribution to the Genesis Event, a “**Recognized Loss Amount**” will be calculated as set forth below for all FEI and TRIBE tokens purchased or otherwise acquired using that digital wallet, as listed in the Proof of Claim form and for which adequate documentation is provided.

5. For each digital wallet, a Claimant’s “Starting Value” will be calculated as the U.S. dollar value of ETH contributed to the Genesis Event and used to purchase FEI and TRIBE digital assets in the Genesis Group offering by multiplying the number of ETH contributed by \$2,009.19, the U.S. dollar value of ETH employed in the execution of the Genesis transaction.<sup>1</sup>

6. For each digital wallet, a Claimant’s “Ending Value” will be the sum of their calculated FEI Sales Values, TRIBE Sales Values, FEI Holding Values, and TRIBE Holding Values. These values are calculated as U.S. dollar amounts as follows:

- a. For each FEI purchased in the Genesis Group offering and:

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<sup>1</sup> See Genesis Transaction, Ethereum blockchain transaction hash: 0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20, available at <https://etherscan.io/tx/0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20> (showing, under “More Details,” “Ether Price: \$2,009.19 / ETH”).

- i. Sold prior to January 27, 2023, the “FEI Sales Value” is equal to the sales price.<sup>2</sup>
  - ii. Held as of January 27, 2023, the “FEI Holding Value” is equal to \$1.00.
- b. For each TRIBE purchased or otherwise received in the Genesis Group offering (including TRIBE acquired from “pre-swapping” FEI and bonus TRIBE received) and:
    - i. Sold prior to January 27, 2023, the “TRIBE Sales Value” is equal to the sales price.<sup>3</sup>
    - ii. Held as of January 27, 2023, the “TRIBE Holding Value” is equal to \$0.25.

For each digital wallet used in the Genesis Event, a Claimant’s “**Recognized Loss Amount**” is equal to the Starting Value minus the Ending Value. If the Recognized Loss Amount is less than or equal to zero, the Recognized Loss Amount for that digital wallet shall be set to zero.

### **ADDITIONAL PROVISIONS**

7. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 11 below) is \$10.00 or greater.

8. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to all digital wallets used to purchase or acquire FEI and TRIBE as part of the Genesis Group.

9. **“Sale Prices”:** For the purposes of calculations under this Plan of Allocation, “sale price” means the sale price calculated as described above, before deducting any fees, taxes, or commissions.

10. **“Purchase/Sale” Dates:** Purchases, acquisitions, and sales of FEI and TRIBE will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant through staking, by gift, inheritance, or operation of law of FEI or TRIBE shall not be deemed an eligible purchase or acquisition for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the FEI or TRIBE unless (i) the donor or decedent purchased or acquired the FEI or TRIBE as part of the Genesis Group during the Genesis Event; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those FEI and TRIBE purchases.

11. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net

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<sup>2</sup> Sales price for FEI token sales shall equal to the FEI closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

<sup>3</sup> Sales price for TRIBE token sales shall equal the TRIBE closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

Settlement Fund. If the total Recognized Claims of Authorized Claimants exceeds the Net Settlement Fund, the *pro rata* amount distributed to each Authorized Claimant will be a fraction of that claimant's Recognized Claim. If the total Recognized Claims of Authorized Claimants is less than the Net Settlement Fund, the *pro rata* amount distributed to each Authorized Claimant will exceed that claimant's Recognized Claim.

12. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

13. Distributions will be made to Authorized Claimants after all Claims have been processed, after the Court has finally approved the Settlement and after any appeals are resolved. Distributions from the Net Settlement Fund to Authorized Claimants shall commence within thirty (30) days of the Effective Date of the Settlement. Payments to Authorized Claimants shall be made via check, wire transfer, ACH, PayPal, Zelle, and/or Venmo. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash outstanding distribution checks.

~~13.14.~~ To the extent any monies remain in the Net Settlement Fund after the initial distribution, ~~and if~~ Plaintiff's Counsel shall first, in consultation with the Claims Administrator, ~~determines that~~determine whether it is cost-effective to ~~do so, the Claims Administrator, no less than six (6) months after the initial distribution, will~~ conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution. ~~The re-distribution will be made to~~The Claims Administrator shall ascertain: (a) the amount of undelivered/ uncashed funds from the initial distribution ("residual amount"); (b) estimate the cost of administering a second distribution and any additional cost to close out the administration of the Settlement ("cost-to-close"); and (c) the net amount of funds available for distribution to Authorized Claimants in a second re-distribution after deducting the cost-to-close expenses from the residual amount. Assuming this net amount is greater than zero, the Claims Administrator shall further calculate the payments that would be made in a re-distribution, which re-distribution shall be made on a *pro rata* basis based on the relative size of each eligible Authorized Claimant's Recognized Claim. Only Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. ~~Additional re-distributions are eligible to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if payment in a re-distribution. Within six (6) months of the initial distribution, Plaintiff's Counsel, in consultation with~~ shall submit to the Court the proposed re-distribution payments as calculated by the Claims Administrator, determines that additional and Plaintiff's Counsel's recommendation as to whether or not to proceed with a re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as distribution. If it is determined by the Court that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to an appropriate 501(c)(3) non-profit organization selected by, and unaffiliated with, Plaintiff's Counsel, subject to approval by the Court.

~~14.15.~~ Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Plaintiff, Plaintiff's Counsel, Plaintiff's damages consultant, the Released Defendants, Defendants' Counsel, or the Claims Administrator or other agent designated by Plaintiff's Counsel

arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders.

# **EXHIBIT K**

## LEGAL NOTICE

### **IF YOU PURCHASED FEI OR TRIBE TOKENS IN THE GENESIS EVENT YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT**

A settlement has been proposed in a class action lawsuit concerning the sale of “FEI” or “TRIBE” tokens through the Fei Protocol in an initial sale conducted between March 31, 2021 and April 3, 2021, called the “Genesis Event.” The Settlement will provide \$17,850,000.00 to pay claims to persons and entities who purchased FEI or TRIBE tokens in the Genesis Event. If you qualify, you can submit a Proof of Claim form to get your share of the settlement, exclude yourself from the settlement to retain your right to sue, or object to the settlement.

The Superior Court of California for San Francisco County authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

#### **WHO IS INCLUDED IN THE SETTLEMENT?**

You are a class member and could get a payment if you purchased the digital assets FEI or TRIBE in exchange for ETH in the Genesis Event conducted between March 31, 2021 and April 3, 2021, including if you “pre-swapped” your FEI token allocation for TRIBE.

If you are not sure if you are included, you can get more information, including a detailed notice and class definition, at [www.website.com](http://www.website.com) or by calling toll free **888-427-9229**.

#### **WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit claims that the sale of FEI and TRIBE tokens in the Genesis Event was a sale of unregistered securities. The plaintiff claims that this entitles persons who purchased FEI and TRIBE tokens directly from the Fei Protocol in the Genesis Event to get compensation. The defendants deny any wrongdoing, and the Court has not found that any defendant has committed wrongdoing.

#### **WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement creates a fund of \$17,850,000.00 that will be used to pay class claims, settlement administration costs, taxes, attorneys’ fees and costs, and a potential service award to the plaintiff. The Net Settlement Fund left over will be divided *pro rata* among all class members who timely file a valid Proof of Claim form and do not exclude themselves from the settlement.

Your share of the Net Settlement Fund will depend on the total number of valid claims submitted, the amount of FEI and TRIBE tokens you purchased, and the amount you recouped or could recoup from selling or surrendering the tokens. All of the \$17,850,000.00 fund will be paid out. Generally, if you bought more FEI and TRIBE tokens, and have more losses, you will receive a greater payment. If you bought fewer FEI and TRIBE tokens, and have fewer losses, you will receive a lesser payment.

### **HOW DO YOU REQUEST A PAYMENT?**

To qualify for a payment, you must submit a valid Proof of Claim form and supporting documentation. You can download a paper version of the Proof of Claim form or submit one online at the Settlement Website [www.website.com](http://www.website.com). **Proof of Claim forms are due by DATE.**

### **WHAT ARE YOUR OTHER OPTIONS?**

If you do not want to be legally bound by the settlement, you must exclude yourself by **DATE**, or you will not be able to sue or continue to sue the defendants about the legal claims in this case. If you exclude yourself, you cannot get money from the settlement. If you remain in the class, you may object to the settlement by **DATE**. For further information about your rights to object or to request exclusion from the settlement, you may visit [www.website.com](http://www.website.com), and in particular, the full Long Form Notice, which can be found at [www.website.com/long form notice](http://www.website.com/long%20form%20notice)].

The Court will hold a hearing on **DATE and TIME** to consider whether to approve the settlement, and a request by the lawyers representing class members for approximately \$4,500,000.00 in attorneys' fees and costs for investigating the facts, litigating the case, and negotiating the settlement, as well as a service award of up to \$10,000.00 for plaintiff for litigating class members' claims. These requested fees, costs, and service award would represent approximately 25% of the settlement fund if approved. You may request to appear at the hearing, but you do not have to.

For more information, you may call toll free 888-427-9229, visit the website [www.website.com](http://www.website.com), email [info@website.com](mailto:info@website.com), or write to *FEI TRIBE Securities Settlement*, P.O. Box 25243, Santa Ana, CA 92799.

**REDLINED**



## LEGAL NOTICE

### **IF YOU PURCHASED FEI OR TRIBE TOKENS IN THE GENESIS EVENT YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT**

A settlement has been proposed in a class action lawsuit concerning the sale of “FEI” or “TRIBE” tokens through the Fei Protocol in an initial sale conducted between March 31, 2021 and April 3, 2021, called the “Genesis Event.” The Settlement will provide \$17,850,000.00 to pay claims to persons and entities who purchased FEI or TRIBE tokens in the Genesis Event. If you qualify, you can submit a Proof of Claim form to get your share of the settlement, exclude yourself from the settlement to retain your right to sue, or object to the settlement.

The Superior Court of California for San Francisco County authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

#### **WHO IS INCLUDED IN THE SETTLEMENT?**

You are a class member and could get a payment if you purchased the digital assets FEI or TRIBE in exchange for ETH in the Genesis Event conducted between March 31, 2021 and April 3, 2021, including if you “pre-swapped” your FEI token allocation for TRIBE.

If you are not sure if you are included, you can get more information, including a detailed notice and class definition, at [www.website.com](http://www.website.com) or by calling toll free **888-427-9229**.

#### **WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit claims that the sale of FEI and TRIBE tokens in the Genesis Event was a sale of unregistered securities. The plaintiff claims that this entitles persons who purchased FEI and TRIBE tokens directly from the Fei Protocol in the Genesis Event to get compensation. The defendants deny any wrongdoing, and the Court has not found that any defendant has committed wrongdoing.

#### **WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement creates a fund of \$17,850,000.00 that will be used to pay class claims, settlement administration costs, taxes, attorneys’ fees and costs, and a potential service award to the plaintiff. The Net Settlement Fund left over will be divided *pro rata* among all class members who timely file a valid Proof of Claim form and do not exclude themselves from the settlement.

Your share of the Net Settlement Fund will depend on the total number of valid claims submitted, the amount of FEI and TRIBE tokens you purchased, and the amount you recouped or could recoup from selling or surrendering the tokens. All of the \$17,850,000.00 fund will be paid out. Generally, if you bought more FEI and TRIBE tokens, and have more losses, you will receive a greater payment. If you bought fewer FEI and TRIBE tokens, and have fewer losses, you will receive a lesser payment.

### **HOW DO YOU REQUEST A PAYMENT?**

To qualify for a payment, you must submit a valid Proof of Claim form and supporting documentation. You can download a paper version of the Proof of Claim form or submit one online at the Settlement Website [www.website.com](http://www.website.com). **Proof of Claim forms are due by DATE.**

### **WHAT ARE YOUR OTHER OPTIONS?**

If you do not want to be legally bound by the settlement, you must exclude yourself by **DATE**, or you will not be able to sue or continue to sue the defendants about the legal claims in this case. If you exclude yourself, you cannot get money from the settlement. If you remain in the class, you may object to the settlement by **DATE**. For further information about your rights to object or to request exclusion from the settlement, you may visit [www.website.com](http://www.website.com), and in particular, the full Long Form Notice, which can be found at [www.website.com/long form notice](http://www.website.com/long form notice).

The Court will hold a hearing on **DATE and TIME** to consider whether to approve the settlement, and a request by the lawyers representing class members for approximately \$4,500,000.00 in attorneys' fees and costs for investigating the facts, litigating the case, and negotiating the settlement, as well as a service award of up to \$10,000.00 for plaintiff for litigating class members' claims. These requested fees, costs, and service award would represent approximately 25% of the settlement fund if approved. You may request to appear at the hearing, but you do not have to.

For more information, you may call toll free 888-427-9229, visit the website [www.website.com](http://www.website.com), email [info@website.com](mailto:info@website.com), or write to *FEI TRIBE Securities Settlement*, P.O. Box 25243, Santa Ana, CA 92799.

# **EXHIBIT L**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
*Shomroni v. Fei Labs, Inc., et al., Case No. CGC-22-598995*

*A court authorized this Notice. This is not a solicitation from a lawyer.*

IF YOU PURCHASED FEI OR TRIBE TOKENS IN THE  
GENESIS EVENT  
BETWEEN MARCH 31, 2021 AND APRIL 3, 2021,  
A CLASS ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS

Please read this Notice and the Stipulation of Settlement available at [www.website.com](http://www.website.com). Your legal rights will be affected whether you act or do not act. Please read this Notice carefully.

The Settlement affects individuals and entities 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 (the “Genesis Event”), including those who “pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens.

The Settlement seeks to fully resolve a securities class action (the “Litigation”) pending in the Superior Court of California in the County of San Francisco (the “Court”), alleging that Defendants Fei Labs, Inc. (“Fei Labs”), Joseph Santoro, Brianna Montgomery and Sebastian Delgado (the “Individual Defendants,” and together with Fei Labs, “Defendants”) failed to comply with the registration requirements of the Securities Act of 1933 (the “Securities Act”) in conducting the sale of FEI and TRIBE tokens through the Fei Protocol during the Genesis Event. The Settlement creates a fund of \$17,850,000.00 (the “Settlement Fund”) that will pay the claims (“Claims”) of individuals or entities (“Claimants”) who timely submit a valid Proof of Claim, after deduction of fees, costs, taxes, and other items as ordered by the Court.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE / DATE
SUBMIT A CLAIM FOR PAYMENT	If you purchased FEI or TRIBE tokens during the Genesis Event between March 31, 2021 and April 3, 2021, then you must submit a Proof of Claim by <b>DATE</b> in order to receive a payment under the Settlement. If you do not submit a valid Proof of Claim, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will still be bound by any judgments or orders entered by the Court in the Litigation.	<b>DATE</b>

EXCLUDE YOURSELF	You can request to exclude yourself from the Settlement <b>by DATE</b> , in accordance with the instructions set forth in this Notice. If you properly exclude yourself from the Settlement, you will not be bound by any judgments or orders entered by the Court, and you will not be eligible to share in the proceeds of the Settlement.	<b>DATE</b>
OBJECT TO THE SETTLEMENT	You can write to the Court about why you do not like the Settlement <b>by DATE</b> , by following the instructions below. If you object to the Settlement, you will still be bound by any judgments or orders entered by the Court in the Litigation.	<b>DATE</b>
GO TO A HEARING	You can ask to speak to the Court about the fairness of the Settlement. This final “Settlement Hearing,” to determine whether the Settlement should be approved, will take place on <b>DATE and TIME</b> .	<b>DATE AND TIME</b>

If you fail to timely submit a Proof of Claim or fail to timely submit a request to exclude yourself from the Settlement, you will not receive any payment from the Settlement, you will be giving up your legal right to sue or continue to sue Defendants for claims related to this Litigation, and you will be bound by any judgments or orders entered by the Court in the Litigation.

The Court in charge of this case still must decide whether to approve the Settlement. Settlement benefits will be available if the Court approves the Settlement and after any potential appeals are resolved. Please be patient and check the Settlement Website [www.website.com](http://www.website.com) for current information.

## BASIC INFORMATION

### WHY DID I GET THIS NOTICE?

You are receiving this Notice because records indicate you may be a person or entity who, directly or through an intermediary, purchased the digital assets “FEI” and “TRIBE” in exchange for ETH between March 31, 2021 and April 3, 2021, including those who “pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens (the “Class”). These are the “Class Members” who received this Notice of Proposed Class Action Settlement. The Class excludes Defendants and their affiliates, and those who exclude themselves from the Settlement.

The Court authorized this Notice because you have a right to know about the proposed Settlement and all your options before the Court decides whether to approve the Settlement. This Notice explains the nature of the lawsuit, the general terms of the proposed Settlement and how the Settlement may impact you. This Notice also explains the ways you may participate in, object to, or exclude yourself from, the Settlement.

### WHAT IS THIS LAWSUIT ABOUT?

A class action was brought by Jonathan Shomroni (“Plaintiff”), on behalf of himself and the Class, against Defendants Fei Labs, Joseph Santoro, Sebastian Delgado, and Brianna Montgomery, in the Superior Court of California, County of San Francisco, under the case caption Shomroni v. Fei Labs, Inc., et al., Case No. CGC-22-598995. The lawsuit alleges that Defendants violated the federal securities laws by conducting an unlawful offering and sale of FEI and TRIBE tokens during the Genesis Event that occurred between March 31, 2021 and April 3, 2021, without complying with the registration requirements of the Securities Act.

Plaintiff claims Defendants are liable to Class Members who purchased FEI and TRIBE tokens directly from the Fei Protocol during the Genesis Event and that Class Members have the right to get back the funds they invested, plus interest, or damages if they sold their tokens at a loss. Defendants deny any wrongdoing, and the Court has not found that any Defendant has committed wrongdoing.

More details about the lawsuit and the claims alleged against Defendants can be found in Plaintiff's Complaint, available on the Settlement Website at [www.website.com](http://www.website.com).

## WHAT IS A CLASS ACTION?

In a class action, one or more people commence a lawsuit to assert legal claims on behalf of themselves and other persons in the same or similar circumstances. Here, Plaintiff sued on behalf of himself and other people who have similar claims based on their purchase of FEI and TRIBE tokens from the Fei Protocol during the Genesis Event. Plaintiff serves as the Class Representative to represent his personal interests as well as the interests of the Class Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class and the Settlement. The Honorable Judge Ethan P. Schulman presides over this class action.

## WHY IS THERE A SETTLEMENT?

Settlement avoids the costs and uncertainty of a trial and any related appeals. At the same time, the Settlement provides benefits to Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiff or Defendants. Instead, Plaintiff and Defendants (the "Settling Parties"), have agreed to resolve the Litigation. Plaintiff and his attorneys ("Plaintiff's Counsel") believe the Settlement is best for all Class Members.

## HOW DO I KNOW IF I CAN PARTICIPATE IN THE SETTLEMENT?

You are a Class Member and your rights are affected by the Settlement if you are:

A Person<sup>1</sup> 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 and the Settlement are: (i) Defendants; (ii) any person, firm, trust, corporation, or other entity directly affiliated with any Defendant; and (iii) any justice or judicial officer presiding over this matter and members of their immediate families and judicial staff. Also excluded from the Class and the Settlement are those persons who timely and validly request exclusion.

If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim form that is available on the Settlement Website at [www.website.com](http://www.website.com) (or which can be mailed to you upon request to the Claims Administrator), and any required supporting documentation as set forth therein, by submitting through the Settlement Website or by mail postmarked no later than **DATE**.

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<sup>1</sup> "Person" includes any individual or entity, as defined in the Stipulation of Settlement, which is available on the Settlement Website at [www.website.com](http://www.website.com)

## I AM STILL NOT SURE IF I AM INCLUDED IN THE CLASS AND THE SETTLEMENT.

If you are still not sure whether you are a Class Member and can participate in the Settlement, you can ask for free assistance. You can call 888-427-9229 for more information, or review all the Settlement documents on the Settlement Website at [www.website.com](http://www.website.com).

## THE SETTLEMENT BENEFITS

### WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay \$17,850,000.00 into a Settlement Fund. This Settlement Fund will be used to pay notice, claims and administration costs, taxes, attorneys' fees and costs for Plaintiff's Counsel, and a potential Service Award to the Plaintiff as approved by the Court.

The "Net Settlement Fund," which is the amount left over after expenses, taxes, fees, and a Service Award, will be divided *pro rata* among all Class Members who timely file a valid Proof of Claim and do not exclude themselves from the Settlement. Payments from the Net Settlement Fund will be made under a Plan of Allocation approved by the Court.

Payments under the Plan of Allocation approved by the Court will be conclusive against all Class Members. No person shall have any claim against Plaintiff, Plaintiff's Counsel, or the Claims Administrator based on determinations or distributions made substantially in accordance with the Stipulation of Settlement, the Plan of Allocation approved by the Court, or further orders of the Court. Among other things, Defendants shall have no responsibility or liability whatsoever for: any act or omission related to the Settlement Fund or the Net Settlement Fund; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of taxes; or any losses incurred in connection therewith.

The full Stipulation of Settlement, which is available on the Settlement Website at [www.website.com](http://www.website.com), sets forth the details about the proposed Settlement.

### HOW WILL PAYMENTS FROM THE SETTLEMENT BE CALCULATED?

Your Claim will be calculated based upon the provisions of Section 12(a) of the Securities Act, 15 U.S.C. § 77l(a), which generally provides that purchasers of unregistered securities are entitled to get back the value they paid for the unregistered securities, less any value received from selling them.

Unless a different plan of allocation is approved by the Court, the value of each Class Member's Claim will be calculated as follows:

1. For each digital wallet used to make a contribution to the Genesis Event, a "Recognized Loss Amount" will be calculated as set forth below for all FEI and TRIBE tokens purchased or otherwise acquired using that digital wallet, as listed in the Proof of Claim form and for which adequate documentation is provided.
2. For each digital wallet, a Claimant's "Starting Value" will be the U.S. dollar value of ETH contributed to the Genesis Event and used to purchase FEI and TRIBE digital assets in the

Genesis Group offering, calculated by multiplying the number of ETH contributed by \$2,009.19, the U.S. dollar value of ETH employed in the execution of the Genesis transaction.<sup>2</sup>

3. For each digital wallet, a Claimant's "Ending Value" will be the sum of their calculated FEI Sales Values, TRIBE Sales Values, FEI Holding Values, and TRIBE Holding Values. These values are calculated as U.S. dollar amounts as follows:
  - a. For each FEI purchased in the Genesis Group offering and:
    - i. Sold prior to January 27, 2023, the "FEI Sales Value" is equal to the sales price.<sup>3</sup>
    - ii. Held as of January 27, 2023, the "FEI Holding Value" is equal to \$1.00.
  - b. For each TRIBE purchased or otherwise received in the Genesis Group offering (including TRIBE acquired from "pre-swapping" FEI and bonus TRIBE received) and:
    - i. Sold prior to January 27, 2023, the "TRIBE Sales Value" is equal to the sales price.<sup>4</sup>
    - ii. Held as of January 27, 2023, the "TRIBE Holding Value" is equal to \$0.25.
4. For each digital wallet used in the Genesis Event, a Claimant's "Recognized Loss Amount" is equal to the Starting Value minus the Ending Value. If the Recognized Loss Amount is less than or equal to zero, the Recognized Loss Amount for that digital wallet shall be set to zero.
5. A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to all digital wallets used to purchase or acquire FEI and TRIBE as part of the Genesis Group.
6. The Net Settlement Fund will be distributed to Claimants whose Claims have been validated and approved by the Claims Administrator ("Authorized Claimants"), on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant as that Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.
7. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

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<sup>2</sup> See Genesis Transaction, Ethereum blockchain transaction hash: 0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20, available at <https://etherscan.io/tx/0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20> (showing, under "More Details," "Ether Price: \$2,009.19 / ETH").

<sup>3</sup> Sales price for FEI token sales shall equal to the FEI closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

<sup>4</sup> Sales price for TRIBE token sales shall equal the TRIBE closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.



## WHAT HAPPENS IF THE MONEY FROM THE SETTLEMENT IS NOT FULLY CLAIMED?

In the event that the value of Claims does not exhaust the Net Settlement Fund, each valid Claim will be increased *pro rata* to exhaust the Net Settlement Fund.

In the event that the value of Claims exceeds the amount of money in the Net Settlement Fund, each Claim will be reduced *pro rata*. Whether increased or decreased, the pro rata share of all Authorized Claimants will be adjusted so that the entire Net Settlement Fund is paid out.

To the extent any monies remain in the Net Settlement Fund a reasonable time after the initial distribution, and if the Court determines that it is cost-effective to do so, the Claims Administrator will reallocate the Net Settlement Fund remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, to Authorized Claimants. The re-distribution will be made to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if it is determined by the Court that it would be cost-effective. At such time as the Court determines that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to an appropriate 501(c)(3) non-profit organization selected by, and unaffiliated with, Plaintiff's Counsel, subject to approval by the Court.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM

### HOW DO I GET A PAYMENT?

To qualify for a payment from the Net Settlement Fund, **you must submit a Proof of Claim, along with supporting documentation or information--including proof or verification of wallet ownership--which can be submitted via the online claim filing module on the Settlement Website at [www.website.com](http://www.website.com)**. Alternatively, you can also print out a paper copy of the Proof of Claim and mail it to the Claims Administrator at *FEI TRIBE Securities Settlement*, P.O. Box 25243, Santa Ana, CA 92799.

You will have to provide documentation demonstrating that you are indeed a Class Member, and supporting your losses. The Proof of Claim describes the types of documents and information you need, and how to submit a Claim. If you have any unanswered questions or require assistance in submitting a Proof of Claim, you can contact the Administrator at 888-427-9229.

**YOUR PROOF OF CLAIM MUST BE SUBMITTED THROUGH THE SETTLEMENT WEBSITE OR BE MAILED AND POSTMARKED NO LATER THAN [DATE](#).**

Late or unsupported Claims may be rejected, so please follow the instructions carefully.

### WHEN WILL I RECEIVE MY SHARE OF THE NET SETTLEMENT FUND?

The Court will hold the final Settlement Hearing on [DATE](#), to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, Claims will be paid after the approval of the Settlement. However, it is possible there may be appeals related to the final approval, any attorneys' fees

or costs awarded, or any Service Award to the Plaintiff. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. The Settlement Website, [www.website.com](http://www.website.com), will be updated with current information concerning the Settlement, including if final approval has been entered by the Court and the approximate dates that any Claims are expected to be paid. Please be patient.

#### WHAT AM I GIVING UP IF I STAY IN THE CLASS?

If you are a Class Member and you do not exclude yourself from the Settlement, you will be releasing all of your legal claims concerning Defendants' conduct described in this Notice and in the Complaint (the "Release"). You will not be able to sue Defendants for anything related to your purchase of FEI or TRIBE tokens during the Genesis Event under any legal theory in any jurisdiction. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the legal issues in the Litigation. It also means that the Court's orders will apply to you and legally bind you.

This Notice provides only a summary of the Release. The specific details of the "Released Claims" against the "Released Defendants" being given up by Class Members who do not exclude themselves from the Settlement, are set forth in the Stipulation of Settlement, available on the Settlement Website at [www.website.com](http://www.website.com).

#### WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves the Settlement, you will be included in the Settlement and be bound by the release of claims as described above. However, if you do not timely submit a valid Proof of Claim as explained above, you will not receive any portion of the Net Settlement Fund. To be paid your Claim, you must timely submit a valid Proof of Claim with sufficient supporting documents and information as explained in the Proof of Claim form.

### THE LAWYERS REPRESENTING YOU

#### DO I HAVE A LAWYER IN THE ACTION?

Plaintiff and the Class Members are represented by the law firms, The Restis Law Firm, P.C., HGT Law and AFN Law PLLC ("Plaintiff's Counsel").

You will not be directly charged for their work on the case except as approved by the Court from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Plaintiff's Counsel as follows:

William R. Restis  
**The Restis Law Firm, P.C.**  
225 Broadway, Suite 2220  
San Diego, CA 92101  
619-270-8383  
[support@restislaw.com](mailto:support@restislaw.com)

Hung G. Ta  
**HGT Law**  
250 Park Ave, 7th Floor

New York, NY 10177  
646-453-7288  
info@hgtlaw.com

Angus Ni  
**AFN Law PLLC**  
502 Second Ave, 14th Floor  
Seattle, WA 98104  
733-543-3223  
inquiry@afnlegal.com

## HOW WILL THE LAWYERS BE PAID?

Plaintiff's Counsel will ask the Court to approve payment of a maximum of twenty five percent (25%) of the Settlement Fund (\$4,462,500) for attorneys' fees, plus payment of litigation expenses of a maximum of \$125,000 from the Settlement Fund ("Fee and Expense Award").

Plaintiff's Counsel will also ask the Court to approve a payment of a maximum of \$10,000 to the Plaintiff for his assistance in prosecuting the Litigation on behalf of the Class ("Service Award").

The Court may award less than these amounts.

Plaintiff's Counsel have a deadline of **DATE** to file these requests with the Court. Plaintiff's Counsel will explain the basis for their requests, which will be available on the Settlement Website at [www.website.com](http://www.website.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the Settlement to apply to you, and do not want a portion of the Net Settlement Fund, but you want to keep your right to sue or continue to sue Defendants on your own about the legal issues relating to the Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from the Class and the Settlement (also referred to as "opting out").

## HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you or an authorized representative must send a written request, either by mail or email, signed by either you or your authorized representative, to the Claims Administrator stating that you want to be excluded from the *Shomroni v. Fei Labs Inc.* Settlement. You cannot exclude yourself by phone.

This written request must include the following information:

1. Your full name, mailing address, telephone number and/or email address;
2. The Ethereum wallet address you used to contribute to the Genesis Event;
3. The statement, "I wish to exclude myself from the Class and do not wish to participate in the Settlement in *Shomroni v. Fei Labs, Inc.*, et al., Case No. CGC-22-598995" or substantially similar clear and unambiguous language; and,

4. Your handwritten signature. An attorney's signature or a typed signature is not sufficient.

To be valid, your request for exclusion **must be submitted or postmarked (if by mail) by DATE** to:

*FEI TRIBE Securities Settlement*  
ATTN: EXCLUSIONS  
P.O. Box 25243  
Santa Ana, CA 92799

Your request for exclusion may also be submitted by email to [info@FEITRIBESecuritiesSettlement.com](mailto:info@FEITRIBESecuritiesSettlement.com) by **DATE** and should include the words "Opt Out" or "Request for Exclusion" in the email subject line, or other similar words indicating that the purpose of the email is to request exclusion.

If you submit both a Proof of Claim and a request for exclusion, the request for exclusion will be deemed invalid.

#### IF I DO NOT EXCLUDE MYSELF, CAN I BRING THE SAME CLAIMS AGAINST DEFENDANTS LATER?

No. Unless you exclude yourself (opt out), you give up the right to sue Defendants for the claims released by the Settlement. You must exclude yourself from the Class if you want to pursue your own lawsuit.

#### WHAT HAPPENS IF I EXCLUDE MYSELF?

If you request to be excluded, you will not receive any payments from the Net Settlement Fund and cannot object to the Settlement. If you request to be excluded from the Settlement, you will not be legally bound by anything that happens in the Litigation, even if the Court finally approves the Settlement.

### OBJECTING TO THE SETTLEMENT

You can inform the Court that you do not agree with all or any part of the Settlement or the Plan of Allocation. You can also object to the request for a Fee and Expense Award submitted by Plaintiff's Counsel, or any Service Award requested by the Plaintiff. This is called objecting to the Settlement.

#### HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member and have not excluded yourself, you can object to the Settlement or the Stipulation of Settlement. You can also object to the Plan of Allocation, any Fee and Expense Award requested by Plaintiff's Counsel, or any Service Award requested by Plaintiff. You can provide reasons for the objection and why you think the Court should not approve the Settlement, any request for a Fee and Expense Award, or any request for a Service Award. The Court will consider your views.

To object, you must state in writing that you object to the settlement of the lawsuit entitled *Shomroni v. Fei Labs, Inc.*, et al., Case No. CGC-22-598995. Please note that it is not sufficient to simply state that you object. Rather, in your written objection, you must include your full name, current address, and evidence demonstrating that you are a Class Member impacted by the Settlement. The evidence you provide should include the Ethereum wallet address you used to contribute ETH to the Genesis Event offering, and any

confirmation email that you received after submitting a Proof of Claim. You or your authorized representative must also sign your written objection to the Settlement.

To assist the Court in considering your objection, you should include the factual and legal grounds for your objections, and copies of any documents supporting your positions.

To be considered, any written statement of objection must be postmarked by **DATE** and submitted to the Claims Administrator at:

*FEI TRIBE Securities Settlement*  
ATTN: OBJECTIONS  
P.O. Box 25243  
Santa Ana, CA 92799

Your written statement of objection may also be submitted by email to [info@FEITRIBESecuritiesSettlement.com](mailto:info@FEITRIBESecuritiesSettlement.com) by **DATE** and should include the words “Objection to Settlement” in the email subject line, or some other similar words indicating that the purpose of the email is to object to the Settlement.

If you fail to properly submit a written objection prior to **DATE**, your objection may not be heard during the final Settlement Hearing, and your objection(s) may be waived, or the Court will not consider them.

If you submit both a request for exclusion and an objection, the request for exclusion will be deemed invalid.

#### WHAT IS THE DIFFERENCE BETWEEN EXCLUDING YOURSELF AND OBJECTING?

Objecting is simply informing the Court that you do not like something about the Settlement, the Plan of Allocation, any Fee and Expense Award requested by Plaintiff’s Counsel, or any Service Award requested by the Plaintiff. If you submit a written objection, you will still be entitled to receive a share of the Net Settlement Fund if you submit a timely and valid Proof of Claim. Even if you submit an objection, you will still be bound by all terms of the Settlement and related orders if approved by the Court, whether or not you submit a Proof of Claim.

You can object only if you remain as a Class Member. Excluding yourself from the Class informs the Court that you do not want to be part of the Class and you will not receive any of the benefits under the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you.

#### MAY I SPEAK AT THE FINAL SETTLEMENT HEARING?

You may attend and ask to speak at the final Settlement Hearing, but you do not have to do so.

As explained above, the Court will hold a final Settlement Hearing on **DATE and TIME** to decide whether the Settlement is fair, reasonable, and adequate, and whether the Settlement and Stipulation of Settlement should be finally approved. At the final Settlement Hearing, the Court will also decide whether to approve the Plan of Allocation, grant Plaintiff’s Counsel any Fee and Expense Award, and whether to grant Plaintiff any Service Award. If there are objections, the Court will consider them at the final Settlement Hearing.

At the final Settlement Hearing, Plaintiff's Counsel will answer any questions that the Court may have. You are not required to attend the final Settlement Hearing, but you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time as explained above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

After the hearing, the Court will decide whether to approve the Settlement and Plan of Allocation, whether to grant any Fee and Expense Award to Plaintiff's counsel, and whether to grant any Service Award to Plaintiff. We do not know how long these decisions will take.

If you intend to speak at the final Settlement Hearing, you must send to all counsel a Notice of Intention to Appear before **DATE**. You must include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to the Court in connection with the final Settlement Hearing. Your Notice of Intention to Appear must be sent to all counsel by either mail or email sent to the addresses below:

**Plaintiff's Counsel:**

William R. Restis  
**The Restis Law Firm, P.C.**  
225 Broadway, Suite 2220  
San Diego, CA 92101  
619-270-8383  
support@restislaw.com

**Defendants' Counsel:**

Emily Kapur  
**Quinn Emanuel Urquhart & Sullivan LLP**  
555 Twin Dolphin Dr, 5th Floor  
Redwood Shores, CA 94065  
emilykapur@quinnemanuel.com

Email is preferred. If you fail to send counsel a proper Notice of Intention to Appear before **DATE**, along with copies of any papers, exhibits, or other evidence that you or your counsel intend to present to the Court in connection with the final Settlement Hearing, you may not be heard during the final Settlement Hearing. However, any timely written objection you submitted will be considered by the Court.

## GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. The Stipulation of Settlement and other documents provide more details. The Stipulation of Settlement, other case documents, and additional information and updates are available on the Settlement Website at [www.website.com](http://www.website.com).

You can also obtain additional information or request a copy of the Stipulation of Settlement by calling 888-427-9229 toll free or by writing to the Claims Administrator at [info@website.com](mailto:info@website.com).

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**REDLINED**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
*Shomroni v. Fei Labs, Inc., et al., Case No. CGC-22-598995*

*A court authorized this Notice. This is not a solicitation from a lawyer.*

IF YOU PURCHASED FEI OR TRIBE TOKENS IN THE  
GENESIS EVENT  
BETWEEN MARCH 31, 2021 AND APRIL 3, 2021,  
A CLASS ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS

Please read this Notice and the Stipulation of Settlement available at [www.website.com](http://www.website.com). Your legal rights will be affected whether you act or do not act. Please read this Notice carefully.

The Settlement affects individuals and entities 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 (the “Genesis Event”), including those who “pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens.

The Settlement seeks to fully resolve a securities class action (the “Litigation”) pending in the Superior Court of California in the County of San Francisco (the “Court”), alleging that Defendants Fei Labs, Inc. (“Fei Labs”), Joseph Santoro, Brianna Montgomery and Sebastian Delgado (the “Individual Defendants,” and together with Fei Labs, “Defendants”) failed to comply with the registration requirements of the Securities Act of 1933 (the “Securities Act”) in conducting the sale of FEI and TRIBE tokens through the Fei Protocol during the Genesis Event. The Settlement creates a fund of \$17,850,000.00 (the “Settlement Fund”) that will pay the claims (“Claims”) of individuals or entities (“Claimants”) who timely submit a valid Proof of Claim, after deduction of fees, costs, taxes, and other items as ordered by the Court.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE / DATE
SUBMIT A CLAIM FOR PAYMENT	If you purchased FEI or TRIBE tokens during the Genesis Event between March 31, 2021 and April 3, 2021, then you must submit a Proof of Claim by <b>DATE</b> in order to receive a payment under the Settlement. If you do not submit a valid Proof of Claim, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will still be bound by any judgments or orders entered by the Court in the Litigation.	<b>DATE</b>



EXCLUDE YOURSELF	You can request to exclude yourself from the Settlement <b>by DATE</b> , in accordance with the instructions set forth in this Notice. If you properly exclude yourself from the Settlement, you will not be bound by any judgments or orders entered by the Court, and you will not be eligible to share in the proceeds of the Settlement.	<b>DATE</b>
OBJECT TO THE SETTLEMENT	You can write to the Court about why you do not like the Settlement <b>by DATE</b> , by following the instructions below. <u>If you object to the Settlement, you will still be bound by any judgments or orders entered by the Court in the Litigation.</u>	<b>DATE</b>
GO TO A HEARING	You can ask to speak to the Court about the fairness of the Settlement. This final “Settlement Hearing,” to determine whether the Settlement should be approved, will take place on <b>DATE and TIME</b> .	<b>DATE AND TIME</b>

If you fail to timely submit a Proof of Claim or fail to timely submit a request to exclude yourself from the Settlement, you will not receive any payment from the Settlement, you will be giving up your legal right to sue or continue to sue Defendants for claims related to this Litigation, and you will be bound by any judgments or orders entered by the Court in the Litigation.

The Court in charge of this case still must decide whether to approve the Settlement. Settlement benefits will be available if the Court approves the Settlement and after any potential appeals are resolved. Please be patient and check the Settlement Website [www.website.com](http://www.website.com) for current information.

## BASIC INFORMATION

### WHY DID I GET THIS NOTICE?

You are receiving this Notice because records indicate you may be a person or entity who, directly or through an intermediary, purchased the digital assets “FEI” and “TRIBE” in exchange for ETH between March 31, 2021 and April 3, 2021, including those who “pre-swapped” their Genesis Group FEI token allocation for TRIBE tokens (the “Class”). These are the “Class Members” who received this Notice of Proposed Class Action Settlement. The Class excludes Defendants and their affiliates, and those who exclude themselves from the Settlement.

The Court authorized this Notice because you have a right to know about the proposed Settlement and all your options before the Court decides whether to approve the Settlement. This Notice explains the nature of the lawsuit, the general terms of the proposed Settlement and how the Settlement may impact you. This Notice also explains the ways you may participate in, object to, or exclude yourself from, the Settlement.

### WHAT IS THIS LAWSUIT ABOUT?

A class action was brought by Jonathan Shomroni (“Plaintiff”), on behalf of himself and the Class, against Defendants Fei Labs, Joseph Santoro, Sebastian Delgado, and Brianna Montgomery, in the Superior Court of California, County of San Francisco, under the case caption Shomroni v. Fei Labs, Inc., et al., Case No. CGC-22-598995. The lawsuit alleges that Defendants violated the federal securities laws by conducting an unlawful offering and sale of FEI and TRIBE tokens during the Genesis Event that occurred between March 31, 2021 and April 3, 2021, without complying with the registration requirements of the Securities Act.

Plaintiff claims Defendants are liable to Class Members who purchased FEI and TRIBE tokens directly from the Fei Protocol during the Genesis Event and that Class Members have the right to get back the funds they invested, plus interest, or damages if they sold their tokens at a loss. Defendants deny any wrongdoing, and the Court has not found that any Defendant has committed wrongdoing.

More details about the lawsuit and the claims alleged against Defendants can be found in Plaintiff's Complaint, available on the Settlement Website at [www.website.com](http://www.website.com).

## WHAT IS A CLASS ACTION?

In a class action, one or more people commence a lawsuit to assert legal claims on behalf of themselves and other persons in the same or similar circumstances. Here, Plaintiff sued on behalf of himself and other people who have similar claims based on their purchase of FEI and TRIBE tokens from the Fei Protocol during the Genesis Event. Plaintiff serves as the Class Representative to represent his personal interests as well as the interests of the Class Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class and the Settlement. The Honorable Judge Ethan P. Schulman presides over this class action.

## WHY IS THERE A SETTLEMENT?

Settlement avoids the costs and uncertainty of a trial and any related appeals. At the same time, the Settlement provides benefits to Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiff or Defendants. Instead, Plaintiff and Defendants (the "Settling Parties"), have agreed to resolve the Litigation. Plaintiff and his attorneys ("Plaintiff's Counsel") believe the Settlement is best for all Class Members.

## HOW DO I KNOW IF I CAN PARTICIPATE IN THE SETTLEMENT?

You are a Class Member and your rights are affected by the Settlement if you are:

A Person<sup>1</sup> 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 and the Settlement are: (i) Defendants; (ii) any person, firm, trust, corporation, or other entity directly affiliated with any Defendant; and (iii) any justice or judicial officer presiding over this matter and members of their immediate families and judicial staff. Also excluded from the Class and the Settlement are those persons who timely and validly request exclusion.

If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim form that is available on the Settlement Website at [www.website.com](http://www.website.com) (or which can be mailed to you upon request to the Claims Administrator), and any required supporting documentation as set forth therein, by submitting through the Settlement Website or by mail postmarked no later than **DATE**.

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<sup>1</sup> "Person" includes any individual or entity, as defined in the Stipulation of Settlement, which is available on the Settlement Website at [www.website.com](http://www.website.com)

## I AM STILL NOT SURE IF I AM INCLUDED IN THE CLASS AND THE SETTLEMENT.

If you are still not sure whether you are a Class Member and can participate in the Settlement, you can ask for free assistance. You can call 888-427-9229 for more information, or review all the Settlement documents on the Settlement Website at [www.website.com](http://www.website.com).

## THE SETTLEMENT BENEFITS

### WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay \$17,850,000.00 into a Settlement Fund. This Settlement Fund will be used to pay notice, claims and administration costs, taxes, attorneys' fees and costs for Plaintiff's Counsel, and a potential Service Award to the Plaintiff as approved by the Court.

The "Net Settlement Fund," which is the amount left over after expenses, taxes, fees, and a Service Award, will be divided *pro rata* among all Class Members who timely file a valid Proof of Claim and do not exclude themselves from the Settlement. Payments from the Net Settlement Fund will be made under a Plan of Allocation approved by the Court.

Payments under the Plan of Allocation approved by the Court will be conclusive against all Class Members. No person shall have any claim against Plaintiff, Plaintiff's Counsel, or the Claims Administrator based on determinations or distributions made substantially in accordance with the Stipulation of Settlement, the Plan of Allocation approved by the Court, or further orders of the Court. Among other things, Defendants shall have no responsibility or liability whatsoever for: any act or omission related to the Settlement Fund or the Net Settlement Fund; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of taxes; or any losses incurred in connection therewith.

The full Stipulation of Settlement, which is available on the Settlement Website at [www.website.com](http://www.website.com), sets forth the details about the proposed Settlement.

### HOW WILL PAYMENTS FROM THE SETTLEMENT BE CALCULATED?

Your Claim will be calculated based upon the provisions of Section 12(a) of the Securities Act, 15 U.S.C. § 77l(a), which generally provides that purchasers of unregistered securities are entitled to get back the value they paid for the unregistered securities, less any value received from selling them.

Unless a different plan of allocation is approved by the Court, the value of each Class Member's Claim will be calculated as follows:

1. For each digital wallet used to make a contribution to the Genesis Event, a "Recognized Loss Amount" will be calculated as set forth below for all FEI and TRIBE tokens purchased or otherwise acquired using that digital wallet, as listed in the Proof of Claim form and for which adequate documentation is provided.
2. For each digital wallet, a Claimant's "Starting Value" will be the U.S. dollar value of ETH contributed to the Genesis Event and used to purchase FEI and TRIBE digital assets in the

Genesis Group offering, calculated by multiplying the number of ETH contributed by \$2,009.19, the U.S. dollar value of ETH employed in the execution of the Genesis transaction.<sup>2</sup>

3. For each digital wallet, a Claimant's "Ending Value" will be the sum of their calculated FEI Sales Values, TRIBE Sales Values, FEI Holding Values, and TRIBE Holding Values. These values are calculated as U.S. dollar amounts as follows:
  - a. For each FEI purchased in the Genesis Group offering and:
    - i. Sold prior to January 27, 2023, the "FEI Sales Value" is equal to the sales price.<sup>3</sup>
    - ii. Held as of January 27, 2023, the "FEI Holding Value" is equal to \$1.00.
  - b. For each TRIBE purchased or otherwise received in the Genesis Group offering (including TRIBE acquired from "pre-swapping" FEI and bonus TRIBE received) and:
    - i. Sold prior to January 27, 2023, the "TRIBE Sales Value" is equal to the sales price.<sup>4</sup>
    - ii. Held as of January 27, 2023, the "TRIBE Holding Value" is equal to \$0.25.
4. For each digital wallet used in the Genesis Event, a Claimant's "Recognized Loss Amount" is equal to the Starting Value minus the Ending Value. If the Recognized Loss Amount is less than or equal to zero, the Recognized Loss Amount for that digital wallet shall be set to zero.
5. A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to all digital wallets used to purchase or acquire FEI and TRIBE as part of the Genesis Group.
6. The Net Settlement Fund will be distributed to Claimants whose Claims have been validated and approved by the Claims Administrator ("Authorized Claimants"), on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant as that Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.
7. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

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<sup>2</sup> See Genesis Transaction, Ethereum blockchain transaction hash: 0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20, available at <https://etherscan.io/tx/0xc9851f374701f76024c1f44f7166e0ef8a99456750463dc9d7b426e6359b9b20> (showing, under "More Details," "Ether Price: \$2,009.19 / ETH").

<sup>3</sup> Sales price for FEI token sales shall equal to the FEI closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

<sup>4</sup> Sales price for TRIBE token sales shall equal the TRIBE closing price (in dollars) associated with the documented sales date found at <https://coinmarketcap.com/>.

## WHAT HAPPENS IF THE MONEY FROM THE SETTLEMENT IS NOT FULLY CLAIMED?

In the event that the value of Claims does not exhaust the Net Settlement Fund, each valid Claim will be increased *pro rata* to exhaust the Net Settlement Fund.

In the event that the value of Claims exceeds the amount of money in the Net Settlement Fund, each Claim will be reduced *pro rata*. Whether increased or decreased, the pro rata share of all Authorized Claimants will be adjusted so that the entire Net Settlement Fund is paid out.

To the extent any monies remain in the Net Settlement Fund a reasonable time after the initial distribution, and if the ~~Claims Administrator~~Court determines that it is cost-effective to do so, the Claims Administrator will reallocate the Net Settlement Fund remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, to Authorized Claimants. The re-distribution will be made to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if it is determined by the Court that it would be cost-effective. At such time as ~~it is determined~~the Court determines that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to an appropriate 501(c)(3) non-profit organization selected by, and unaffiliated with, Plaintiff's Counsel, subject to approval by the Court.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM

### HOW DO I GET A PAYMENT?

To qualify for a payment from the Net Settlement Fund, **you must submit a Proof of Claim, along with supporting documentation or information--including proof or verification of wallet ownership--which can be submitted via the online claim filing module on the Settlement Website at [www.website.com](http://www.website.com)**. Alternatively, you can also print out a paper copy of the Proof of Claim and mail it to the Claims Administrator at *FEI TRIBE Securities Settlement*, P.O. Box 25243, Santa Ana, CA 92799.

You will have to provide documentation demonstrating that you are indeed a Class Member, and supporting your losses. The Proof of Claim describes the types of documents and information you need, and how to submit a Claim. If you have any unanswered questions or require assistance in submitting a Proof of Claim, you can contact the Administrator at 888-427-9229.

**YOUR PROOF OF CLAIM MUST BE SUBMITTED THROUGH THE SETTLEMENT WEBSITE OR BE MAILED AND POSTMARKED NO LATER THAN [DATE](#).**

Late or unsupported Claims may be rejected, so please follow the instructions carefully.

### WHEN WILL I RECEIVE MY SHARE OF THE NET SETTLEMENT FUND?

The Court will hold the final Settlement Hearing on [DATE](#), to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, Claims will be paid after the approval of the Settlement. However, it is possible there may be appeals related to the final approval, any attorneys' fees

or costs awarded, or any Service Award to the Plaintiff. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. The Settlement Website, [www.website.com](http://www.website.com), will be updated with current information concerning the Settlement, including if final approval has been entered by the Court and the approximate dates that any Claims are expected to be paid. Please be patient.

#### WHAT AM I GIVING UP IF I STAY IN THE CLASS?

If you are a Class Member and you do not exclude yourself from the Settlement, you will be releasing all of your legal claims concerning Defendants' conduct described in this Notice and in the Complaint (the "Release"). You will not be able to sue Defendants for anything related to your purchase of FEI or TRIBE tokens during the Genesis Event under any legal theory in any jurisdiction. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the legal issues in the Litigation. It also means that the Court's orders will apply to you and legally bind you.

This Notice provides only a summary of the Release. The specific details of the "Released Claims" against the "Released Defendants" being given up by Class Members who do not exclude themselves from the Settlement, are set forth in the Stipulation of Settlement, available on the Settlement Website at [www.website.com](http://www.website.com).

#### WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves the Settlement, you will be included in the Settlement and be bound by the release of claims as described above. However, if you do not timely submit a valid Proof of Claim as explained above, you will not receive any portion of the Net Settlement Fund. To be paid your Claim, you must timely submit a valid Proof of Claim with sufficient supporting documents and information as explained in the Proof of Claim form.

### THE LAWYERS REPRESENTING YOU

#### DO I HAVE A LAWYER IN THE ACTION?

Plaintiff and the Class Members are represented by the law firms, The Restis Law Firm, P.C., HGT Law and AFN Law PLLC ("Plaintiff's Counsel").

You will not be directly charged for their work on the case except as approved by the Court from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Plaintiff's Counsel as follows:

William R. Restis  
**The Restis Law Firm, P.C.**  
225 Broadway, Suite 2220  
San Diego, CA 92101  
619-270-8383  
[support@restislaw.com](mailto:support@restislaw.com)

Hung G. Ta  
**HGT Law**  
250 Park Ave, 7th Floor

New York, NY 10177  
646-453-7288  
info@hgtlaw.com

Angus Ni  
**AFN Law PLLC**  
502 Second Ave, 14th Floor  
Seattle, WA 98104  
733-543-3223  
inquiry@afnlegal.com

## HOW WILL THE LAWYERS BE PAID?

Plaintiff's Counsel will ask the Court to approve payment of a maximum of twenty five percent (25%) of the Settlement Fund (\$4,462,500) for attorneys' fees, plus payment of litigation expenses of a maximum of \$125,000 from the Settlement Fund ("Fee and Expense Award").

Plaintiff's Counsel will also ask the Court to approve a payment of a maximum of \$10,000 to the Plaintiff for his assistance in prosecuting the Litigation on behalf of the Class ("Service Award").

The Court may award less than these amounts.

Plaintiff's Counsel have a deadline of **DATE** to file these requests with the Court. Plaintiff's Counsel will explain the basis for their requests, which will be available on the Settlement Website at [www.website.com](http://www.website.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the Settlement to apply to you, and do not want a portion of the Net Settlement Fund, but you want to keep your right to sue or continue to sue Defendants on your own about the legal issues relating to the Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from the Class and the Settlement (also referred to as "opting out").

## HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you or an authorized representative must send a written request, either by mail or email, signed by either you or your authorized representative, to the Claims Administrator stating that you want to be excluded from the *Shomroni v. Fei Labs Inc.* Settlement. You cannot exclude yourself by phone.

This written request must include the following information:

1. Your full name, mailing address, telephone number and/or email address;
2. The Ethereum wallet address you used to contribute to the Genesis Event;
3. The statement, "I wish to exclude myself from the Class and do not wish to participate in the Settlement in *Shomroni v. Fei Labs, Inc.*, et al., Case No. CGC-22-598995" or substantially similar clear and unambiguous language; and,

4. Your handwritten signature. An attorney's signature or a typed signature is not sufficient.

To be valid, your request for exclusion **must be submitted or postmarked (if by mail) by DATE** to:

*FEI TRIBE Securities Settlement*  
ATTN: EXCLUSIONS  
P.O. Box 25243  
Santa Ana, CA 92799

Your request for exclusion may also be submitted by email to [info@FEITRIBESecuritiesSettlement.com](mailto:info@FEITRIBESecuritiesSettlement.com) by DATE and should include the words "Opt Out" or "Request for Exclusion" in the email subject line, or other similar words indicating that the purpose of the email is to request exclusion.

If you submit both a Proof of Claim and a request for exclusion, the request for exclusion will be deemed invalid.

#### IF I DO NOT EXCLUDE MYSELF, CAN I BRING THE SAME CLAIMS AGAINST DEFENDANTS LATER?

No. Unless you exclude yourself (opt out), you give up the right to sue Defendants for the claims released by the Settlement. You must exclude yourself from the Class if you want to pursue your own lawsuit.

#### WHAT HAPPENS IF I EXCLUDE MYSELF?

If you request to be excluded, you will not receive any payments from the Net Settlement Fund and cannot object to the Settlement. If you request to be excluded from the Settlement, you will not be legally bound by anything that happens in the Litigation, even if the Court finally approves the Settlement.

### OBJECTING TO THE SETTLEMENT

You can inform the Court that you do not agree with all or any part of the Settlement or the Plan of Allocation. You can also object to the request for a Fee and Expense Award submitted by Plaintiff's Counsel, or any Service Award requested by the Plaintiff. This is called objecting to the Settlement.

#### HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member and have not excluded yourself, you can object to the Settlement or the Stipulation of Settlement. You can also object to the Plan of Allocation, any Fee and Expense Award requested by Plaintiff's Counsel, or any Service Award requested by Plaintiff. You can provide reasons for the objection and why you think the Court should not approve the Settlement, any request for a Fee and Expense Award, or any request for a Service Award. The Court will consider your views.

To object, you must state in writing that you object to the settlement of the lawsuit entitled *Shomroni v. Fei Labs, Inc.*, et al., Case No. CGC-22-598995. Please note that it is not sufficient to simply state that you object. Rather, in your written objection, you must include your full name, current address, and evidence demonstrating that you are a Class Member impacted by the Settlement. The evidence you provide should include the Ethereum wallet address you used to contribute ETH to the Genesis Event offering, and any



confirmation email that you received after submitting a Proof of Claim. You or your authorized representative must also sign your written objection to the Settlement.

To assist the Court in considering your objection, you should include the factual and legal grounds for your objections, and copies of any documents supporting your positions.

To be considered, any written statement of objection must be postmarked by **DATE** and submitted to the Claims Administrator at:

*FEI TRIBE Securities Settlement*  
ATTN: OBJECTIONS  
P.O. Box 25243  
Santa Ana, CA 92799

Your written statement of objection may also be submitted by email to [info@FEITRIBESecuritiesSettlement.com](mailto:info@FEITRIBESecuritiesSettlement.com) by **DATE** and should include the words “Objection to Settlement” in the email subject line, or some other similar words indicating that the purpose of the email is to object to the Settlement.

If you fail to properly submit a written objection prior to **DATE**, your objection may not be heard during the final Settlement Hearing, and your objection(s) may be waived, or the Court will not consider them.

If you submit both a request for exclusion and an objection, the request for exclusion will be deemed invalid.

#### WHAT IS THE DIFFERENCE BETWEEN EXCLUDING YOURSELF AND OBJECTING?

Objecting is simply informing the Court that you do not like something about the Settlement, the Plan of Allocation, any Fee and Expense Award requested by Plaintiff’s Counsel, or any Service Award requested by the Plaintiff. If you submit a written objection, you will still be entitled to receive a share of the Net Settlement Fund if you submit a timely and valid Proof of Claim. Even if you submit an objection, you will still be bound by all terms of the Settlement and related orders if approved by the Court, whether or not you submit a Proof of Claim.

You can object only if you remain as a Class Member. Excluding yourself from the Class informs the Court that you do not want to be part of the Class and you will not receive any of the benefits under the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you.

#### MAY I SPEAK AT THE FINAL SETTLEMENT HEARING?

You may attend and ask to speak at the final Settlement Hearing, but you do not have to do so.

As explained above, the Court will hold a final Settlement Hearing on **DATE and TIME** to decide whether the Settlement is fair, reasonable, and adequate, and whether the Settlement and Stipulation of Settlement should be finally approved. At the final Settlement Hearing, the Court will also decide whether to approve the Plan of Allocation, grant Plaintiff’s Counsel any Fee and Expense Award, and whether to grant Plaintiff any Service Award. If there are objections, the Court will consider them at the final Settlement Hearing.

At the final Settlement Hearing, Plaintiff's Counsel will answer any questions that the Court may have. You are not required to attend the final Settlement Hearing, but you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time as explained above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

After the hearing, the Court will decide whether to approve the Settlement and Plan of Allocation, whether to grant any Fee and Expense Award to Plaintiff's counsel, and whether to grant any Service Award to Plaintiff. We do not know how long these decisions will take.

If you intend to speak at the final Settlement Hearing, you must ~~file with the Court~~ send to all counsel a Notice of Intention to Appear before **DATE**. You must include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to the Court in connection with the final Settlement Hearing. Your Notice of Intention to Appear must be ~~served on~~ sent to all counsel by either mail or email sent to the addresses below:

**Plaintiff's Counsel:**

William R. Restis  
**The Restis Law Firm, P.C.**  
225 Broadway, Suite 2220  
San Diego, CA 92101  
619-270-8383  
support@restislaw.com

**Defendants' Counsel:**

Emily Kapur  
**Quinn Emmanuel Emanuel Urquhart & Sullivan LLP**  
555 Twin Dolphin Dr, 5th Floor  
Redwood Shores, CA 94065  
emilykapur@quinnemanuel.com

Email is preferred. If you fail to ~~submit~~ send counsel a proper Notice of Intention to Appear before **DATE**, along with copies of any papers, exhibits, or other evidence that you or your counsel intend to present to the Court in connection with the final Settlement Hearing, you may not be heard during the final Settlement Hearing. However, any timely written objection you submitted will be considered by the Court.

**GETTING MORE INFORMATION**

This Notice summarizes the proposed Settlement. The Stipulation of Settlement and other documents provide more details. The Stipulation of Settlement, other case documents, and additional information and updates are available on the Settlement Website at [www.website.com](http://www.website.com).

You can also obtain additional information or request a copy of the Stipulation of Settlement by calling 888-427-9229 toll free or by writing to the Claims Administrator at [info@website.com](mailto:info@website.com).

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

1 THE RESTIS LAW FIRM, P.C.  
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3 225 Broadway, Suite 2220  
4 San Diego, California 92101  
5 (619) 270-8383  
6 william@restislaw.com

7 AFN LAW PLLC  
8 Angus F. Ni, Esq. (Wash. Bar No. 53828)  
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11 Seattle, WA 98104  
12 (646) 453-7294  
13 angus@afnlegal.com

14 HGT LAW  
15 Hung G. Ta, Esq. (Cal. Bar No. 331458)  
16 Alex Hu, Esq. (Cal. Bar No. 279585)  
17 250 Park Avenue, 7<sup>th</sup> Floor  
18 New York, NY 10177  
19 (646) 453-7288  
20 hta@hgtlaw.com

21 *Attorneys for Plaintiff Jonathan Shomroni*  
22 *And the Putative Class*

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

25 **JONATHAN SHOMRONI**, Individually and  
26 on behalf of others similarly situated,

27 Plaintiff,

28 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**

**DECLARATION OF JONATHAN  
SHOMRONI IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 22, 2023

Time: 2:30 pm

Dept: 304

Judge: Hon. Ethan P. Schulman

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*

**05/30/2023**  
**Clerk of the Court**  
BY: ERNALYN BURA  
Deputy Clerk

1 I, Jonathan Shomroni, declare as follows:

2 1. I am a competent adult over 18 years of age, and I submit this declaration in support  
3 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

4 2. I am the named plaintiff and putative class representative in the above-captioned  
5 securities class action (the "Action").<sup>1</sup>

6 3. I am seeking appointment by this Court as the settlement class representative of the  
7 following Class comprised of:

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

17 4. I believe my claims are typical of those of the Class. Like other members of the Class,  
18 I purchased the digital assets of FEI and TRIBE in exchange for ETH as part of the Genesis Group  
19 between March 31, 2021 and April 3, 2021. Specifically, on April 3, 2021, I transferred 7 ETH, then-  
20 valued at \$2,009.19 per ETH, for a total value of \$14,064.33, in the Genesis Event in exchange for FEI  
21 tokens, which I then pre-swapped during the Offering for 5,503.18 TRIBE tokens.

22 5. I did not invest in FEI or TRIBE tokens at the direction of counsel or in order to  
23 participate in this lawsuit. I have neither been promised, or have accepted, nor expect to receive,  
24 directly or indirectly, any compensation in connection with my role as a settlement class  
25 representative in this Action other than my *pro rata* share of any recovery on behalf of the Class, and  
26 potentially a \$10,000 Service Award, subject to Court approval, as set forth in Plaintiff's Motion for  
27 Preliminary Approval of Class Action Settlement.

28 6. I am aware of and understand the requirements and responsibilities of a representative

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<sup>1</sup> Unless otherwise indicated, capitalized terms herein shall have the meaning ascribed to them in the Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and Memorandum of Points and Authorities in Support Thereof.

1 plaintiff in a securities class action. I have personal knowledge of the matters set forth in this  
2 declaration, as I have been directly involved in monitoring and overseeing the prosecution of the  
3 Action, as well as the negotiations leading to the Settlement, and I could and would testify  
4 competently to these matters.

5 7. I am not aware of any conflicts of interest that would render myself unqualified to  
6 carry out my duties and responsibilities as the settlement class representative in this Action.

7 8. In fulfillment of my responsibilities on behalf of all class members in this Action, I  
8 have worked closely with my counsel, The Restis Law Firm, P.C., AFN Law PLLC, and HGT Law  
9 (collectively, "Plaintiff's Counsel") regarding all aspects of the litigation and resolution of this  
10 Action.

11 9. Throughout the litigation, I received periodic status reports from Plaintiff's Counsel  
12 on case developments and participated in regular discussions concerning the prosecution of the  
13 Action, the strengths and risks to the claims, and potential settlement. In particular, throughout the  
14 course of this Action, I: (a) reviewed the Complaint, other key court filings and all other relevant  
15 documents; (b) stayed apprised of developments in the Action and made myself available to  
16 Plaintiff's Counsel; (c) provided Plaintiff's Counsel with extensive information and materials  
17 regarding my investments; (d) conferred with Plaintiff's Counsel throughout the litigation; (e)  
18 provided documents and information in response to interrogatories and requests for production served  
19 by Defendants during the discovery process; (f) consulted with my attorneys regarding settlement  
20 negotiations; and (g) evaluated and approved the proposed Settlement.

21 10. Through my active participation, I was kept informed of the progress of the settlement  
22 negotiations in this litigation. Both before and after each of the two mediation sessions conducted by  
23 Michelle Yoshida, I conferred with Plaintiff's Counsel regarding the parties' respective positions.

24 11. Based on my involvement throughout the prosecution and resolution of the claims  
25 asserted in the Action and the advice of Plaintiff's Counsel, I believe that the Settlement provides an  
26 excellent recovery for the Class, particularly in light of the risks of continued litigation. Thus, I  
27 believe that the proposed Settlement is fair, reasonable, and adequate to the Class and I strongly  
28

1 endorse approval of the Settlement by the Court.

2 I declare under penalty of perjury of the laws of the United States of America that the  
3 foregoing is true and correct to the best of my knowledge.

4 Executed on May 28<sup>th</sup>, 2023 in Tel Aviv, Israel.



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Jonathan Shomroni

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18 New York, NY 10177  
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21 *Attorneys for Plaintiff Jonathan Shomroni*  
22 *And the Putative Class*

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

25 **JONATHAN SHOMRONI**, Individually and  
26 on behalf of others similarly situated,

27 Plaintiff,

28 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**

**SUPPLEMENTAL DECLARATION OF  
SIMPLURIS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 22, 2023

Time: 2:30 pm PST

Dept: 304

Judge: Hon. Ethan P. Schulman

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*

**05/30/2023**  
**Clerk of the Court**  
BY: ERNALYN BURA  
Deputy Clerk

1 I, Jacob J. Kamenir, hereby declare as follows:

2 1. My name is Jacob J. Kamenir. I have personal knowledge of the matters stated herein,  
3 and I believe them to be true and accurate.

4 2. I am the Senior Director of Notice at Simpluris, Inc. (“Simpluris”). Simpluris is a  
5 national full-service class action notice and claims administrator and has been selected by counsel  
6 to serve as the class action Claims Administrator in this case.

7 3. Simpluris submits this supplemental declaration in further support of Plaintiff’s  
8 motion for preliminary approval. I refer to, and incorporate herein, the Simpluris declaration in  
9 support of Plaintiff’s motion for preliminary approval, executed on April 17, 2023, and filed in this  
10 case.

11 4. NFT Notices. Disseminating direct notice using non-fungible tokens (NFTs) serve to  
12 (a) deliver Settlement information precisely to the location (the Ethereum wallet) where Class  
13 Members participated in the event related to the class action lawsuit (the “Genesis Event”), (b)  
14 provide a publicly visible and traceable record of notification, and (c) offer direct access to the  
15 Settlement website and the ability for Class Members to connect their wallets to demonstrate proof  
16 of ownership and submit a Proof of Claim.

17 5. NFT Notice Design and Implementation. The NFT design process is as follows:

18 a. Simpluris collaborates with developers to create the NFT “cover image.” The  
19 NFT “cover image,” which is the initial artwork that a user will see when viewing  
20 the NFT within their digital wallet or a NFT marketplace (an NFT marketplace is  
21 a website where users can connect their digital wallets and share, exchange, and  
22 view their NFT assets), is specifically designed to (a) invoke legitimacy as an  
23 expertly crafted digital asset; (b) professionally represent the Settlement and  
24 Claims Administrator; and (c) naturally attract interest from the recipient through  
25 eye-catching graphics and motion. A static representation of the NFT “cover  
26 image” is attached as **Exhibit A**.

27 b. The content of the Summary Notice is included in the “Description” section of  
28



1 the NFT Notice. Along with the Summary Notice content as approved by the  
2 Court, prominent text containing direct links to the Settlement Website Home  
3 page, a downloadable version of the Long Form Notice, and the online Proof of  
4 Claim module of the Settlement Website will be displayed near the top of the  
5 “Description” section. The “Description” section of the NFT Notice is available  
6 for recipients to view once they click on the NFT “cover image” within their  
7 digital wallet or a NFT marketplace. The “Description” section of the NFT Notice  
8 allows for an extensive amount of information and formattable paragraphs;  
9 however, due to the manner in which the “Description” section is presented to  
10 viewers of the NFT Notice, we recommend limiting the overall length of text  
11 included as to not discourage or overwhelm the viewer. This is why the Claims  
12 Administrator recommended to Plaintiff’s Counsel that the Summary Notice, as  
13 opposed to the Long Form Notice, be included in the NFT. An example of the  
14 “Description” section of the NFT Notice is attached as **Exhibit B**.

- 15 c. After the NFT Notice “cover image” and “Description” content are finalized, the  
16 developer will compile the information and utilize the Ethereum-based ERC-  
17 1155 NFT Standard<sup>1</sup> interface to deploy a smart contract and “mint” the NFT  
18 Notices onto the blockchain. In addition to the standard code necessary to create  
19 an NFT, the developer will include code to impart non-transferability to the NFT  
20 Notices, ensuring that recipients cannot transfer the NFT to another wallet.
- 21 d. Simultaneous to the “minting” process, the developer will “airdrop” the NFT  
22 Notices to the Class Member wallets. An NFT “airdrop” is a method of  
23 distributing NFTs along the blockchain at no cost to the recipient. “Airdrops” are  
24 commonly associated with marketing efforts or as rewards for being part of a  
25 community.
- 26 e. For this Settlement, the NFT Notices will be “minted” and “airdropped” on the  
27

28 <sup>1</sup> <https://ethereum.org/en/developers/docs/standards/tokens/erc-1155/>

1 Polygon<sup>2</sup> blockchain platform, designed for scalable mass transactions at  
2 relatively low “gas fees.” “Gas fees” are blockchain transaction fees paid to  
3 network validators for their essential services securing and enabling the  
4 functionality of the blockchain.

5 6. NFT Notices in Wallets. Depending on the wallet platform and personalized settings,  
6 “airdropped” NFTs will typically appear in a transactions or activity feed and often in a location  
7 specifically set up to receive free or unsolicited tokens. In most wallets, this location is referred to  
8 as the “Hidden” folder. For convenience, wallet owners may reorganize and relocate individual  
9 NFTs from the “Hidden” folder to another more frequented location within their wallet or NFT  
10 marketplace account. Two examples of an NFT located in a “Hidden” folder are attached as **Exhibit**  
11 **C**.

12 7. Notifications. While alerts and “push notifications” are uncommon in the digital  
13 wallet ecosystem, as previously stated, “airdropped” NFTs are commonly used for marketing or as  
14 community rewards and users are able to access their “Hidden” folders to check for digital assets of  
15 potential value – this is considered “organic traffic.” In addition to “organic traffic,” and in lieu of  
16 traditional inbox-type notifications, communities offering rewards to their members will post  
17 announcements to their Twitter feed or Discord servers where their community members are active  
18 and can receive related news and updates. These “airdrop” announcements via Twitter and Discord  
19 do result in alerts or “push notifications” (unless the individual user has turned off these settings)  
20 and provide information and directions on where to locate their “airdropped” NFTs. As part of the  
21 Media Notification Plan, Simpluris will coordinate with counsel for the Parties to create and post  
22 announcements of the NFT Notice “airdrop(s)” to the Fei Protocol Twitter<sup>3</sup> feed and dedicated  
23 Discord<sup>4</sup> server, if possible.

24  
25 <sup>2</sup> <https://polygon.technology/>

26 <sup>3</sup> As of May 25, 2023, Fei Protocol’s Twitter account (<https://twitter.com/feiprotocol>) included approximately 43,900 followers.

27 <sup>4</sup>As of May 25, 2023, Fei Protocols’ Discord server  
28 (<https://discord.com/channels/787417509136957450/>) included 26,764 members.

1           8.     Follow-Up Notifications. After the initial NFT Notice “airdrop,” Simpluris will  
2 schedule dissemination of at least<sup>5</sup> the following additional notices and outreach:

3           a.     *First Reminder NFT Notices*. The First Reminder NFT Notices will be created  
4 with the same technical structure as the initial NFT Notices but with an updated  
5 “cover image” and “Description” section, modified to include language to remind  
6 Class Members of relevant deadlines and options. This notice will be  
7 “airdropped” to wallets that have not been connected in a valid and submitted  
8 Proof of Claim, or are not included in a valid and submitted Request for Exclusion  
9 or Objection, approximately 28 days after dissemination of the initial NFT  
10 Notice.

11           b.     *Final Reminder NFT Notices*. The Final Reminder NFT Notices will be created  
12 with the same technical structure as the initial NFT Notices but with an updated  
13 “cover image” and “Description” section, further modified beyond the updated  
14 content of the First Reminder NFT Notices to include language to remind Class  
15 Members of relevant deadlines and options. This notice will be “airdropped” to  
16 wallets that have not been connected in a valid and submitted Proof of Claim or  
17 are not included in a valid and submitted Request for Exclusion or Objection,  
18 approximately 14 days prior to the deadline for all Proof of Claim forms to be  
19 submitted.

20           c.     *Direct Wallet Outreach*. Where possible, on a bi-monthly basis throughout the  
21 claim filing period, Simpluris will coordinate to send direct messages to wallets  
22 that connect but do not complete or submit a Proof of Claim on the Settlement  
23 Website in an effort to encourage completion and offer assistance.

24           9.     NFT Notice Tracking and Metrics. For each batch of NFTs (the initial NFT Notice,  
25

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26 <sup>5</sup> Based on response and Claim rates, and in consultation with Plaintiff’s Counsel, the Claims  
27 Administrator has the ability to send additional reminder NFT Notices. Any additional such  
28 Reminder NFT Notices are not included in the May 26, 2023 Estimate included in **Exhibit P**, but  
should not materially increase the cost of Notice. *See* Paragraph 12, *infra* (Simpluris Estimate).

1 the First Reminder NFT Notice, and the Final Reminder NFT Notice), Simpluris will coordinate  
2 with the developer to:

- 3 a. Track and report on aggregate “views” of the NFTs via OpenSea<sup>6</sup>, an NFT  
4 marketplace that provides insights and statistics related to NFT tokens and  
5 transactions.
- 6 b. Track and report on aggregate “click-throughs” of the direct links to the  
7 Settlement Website pages included in the “Description” section of the NFTs.
- 8 c. Track and report on which wallets have been connected to the online Proof of  
9 Claim module and the status of completion.

10 10. Media Notification Plan. Simpluris will supplement direct notice with a targeted  
11 media campaign including:

- 12 a. *Press Releases*. There will be two Press Releases, based on the content of the  
13 Summary Notice, translated into nine languages:
  - 14 i. The first Press Release will be published on the same day as the  
15 dissemination of the initial NFT Notice. Translated versions will be  
16 published as soon as available on or after this day.
  - 17 ii. The second Press Release will be published approximately 28 days after  
18 the dissemination of the initial NFT Notice. Translated versions will be  
19 published as soon as available on or after this day.
  - 20 iii. An example Press Release is attached as **Exhibit D** and will include any  
21 modifications to the Summary Notice as approved by the Court.
- 22 b. *Print Ads*. There will be two occurrences of print ads, based on the content of the  
23 Long Form Notice as approved by the Court, in a relevant industry publication:
  - 24 i. The first print ad will be published in a weekly publication commencing  
25 during the first or second week after the dissemination of the initial NFT  
26 Notice, depending on when a finalized version of the ad can be submitted

27  
28 <sup>6</sup> <https://opensea.io/>

1 and approved by the publisher.

2 ii. The second print ad will be published in a weekly publication  
3 commencing during the fourth or fifth week after the dissemination of the  
4 initial NFT Notice, depending on when a finalized version of the ad can  
5 be submitted and approved by the publisher.

6 iii. An example print ad is attached as **Exhibit E**.

7 c. *Online Ads*. Social media ads and programmatic banner ads targeted at crypto  
8 investors will commence within 1-3 days of the dissemination of the initial NFT  
9 Notice and Settlement Website launch and will be optimized to drive visitors to  
10 the website over the course of the claim filing period. Examples of social media  
11 posts, social media ads, and banner ads are attached as **Exhibit F**.

12 11. The Claims Process. Class Members have access to submit Proof of Claim forms in  
13 electronic or paper formats:

14 a. *Online Proof of Claim*

15 i. The online Proof of Claim module will be accessible and prominently  
16 displayed on the Settlement Website.

17 ii. The first page of the online Proof of Claim module is the “Genesis Event  
18 Wallet Verification Tool.” Users will be able to enter any wallet address  
19 into the provided field and verify whether or not the wallet was a  
20 participant in the Genesis Event. A screenshot of an example of this page  
21 is attached as **Exhibit G**.

22 1. When a Claimant attempts to verify a wallet address that is not  
23 verified to be a participant in the Genesis Event, instructions are  
24 provided to either re-verify the address and try again, contact the  
25 Claims Administrator if they believe a mistake was made, or  
26 submit an “open” Proof of Claim despite not having a Genesis  
27 Event verified wallet address. An “open” Proof of Claim is similar  
28

1 to the standard online Proof of Claim module but does not impose  
2 any restriction on the requirement of having to include a wallet  
3 that participated in the Genesis Event as part of the submission.

4 2. When a Claimant successfully verifies a wallet address that is  
5 confirmed to be a participant in the Genesis Event, the option for  
6 the Claimant to start a Proof of Claim is made available.

7 iii. The first page of the online Proof of Claim module provides general  
8 information and requests that the Claimant connect their Genesis Event  
9 wallet to the website. A screenshot of an example of this page is attached  
10 as **Exhibit H**.

11 1. Connecting the Genesis Event wallet to the website serves to  
12 confirm proof of ownership or control of the wallet by the  
13 Claimant. Only a user with access to the wallet can confirm and  
14 allow connection to the Settlement Website via the custom-built  
15 application programming interface (API). Screenshots of an  
16 example of the wallet connection process are attached as **Exhibit**  
17 **I**.

18 2. Once the Genesis Event wallet is successfully connected, the user  
19 will be provided the ability to connect any other wallet or  
20 centralized exchange with relevant FEI and TRIBE token  
21 transactions to the Settlement Website. FEI and TRIBE token  
22 transactions from connected wallets are displayed for the user to  
23 verify before moving to the next step. Note that the FEI and  
24 TRIBE token transactions from connected centralized exchanges  
25 will not be displayed in real-time, as that data is asynchronously  
26 gathered via the custom-built API over a period of approximately  
27 24-72 hours post-connection. A screenshot of an example of this  
28

1 page is attached as **Exhibit J**.

2 iv. The second page of the online Proof of Claim module provides the  
3 Claimant with the option of uploading transactions (using a pre-formatted  
4 spreadsheet) or other supporting documentation via a document uploader,  
5 if necessary (e.g., if the Claimant utilized a decentralized exchange, lost  
6 wallet credentials, etc.), to assist the Claims Administrator in calculating  
7 Recognized Loss Amounts pursuant to the Court approved Plan of  
8 Allocation. A screenshot of an example of this page is attached as **Exhibit**  
9 **K**.

10 v. The third page of the online Proof of Claim module provides the Claimant  
11 with fields to fill-in for Claimant identification and contact information.  
12 Screenshots of an example of this page are attached as **Exhibit L**.

13 vi. The fourth page of the online Proof of Claim module provides the  
14 Claimant with the ability to select their preferred payment method.  
15 Available methods of payment include paper check, PayPal, Venmo,  
16 Zelle, ACH Transfer, and Wire Transfer. A screenshot of an example of  
17 this page is attached as **Exhibit M**.

18 vii. The fifth page of the online Proof of Claim module includes the  
19 certification information and Claimant e-signature section. A screenshot  
20 of an example of this page is attached as **Exhibit N**.

21 viii. Once the completed online Proof of Claim is submitted on the Settlement  
22 Website, the Claimant will be provided a unique reference number to keep  
23 for their record and an auto-generated confirmation email.

24 b. *Paper Proof of Claim:*

25 i. A downloadable and printable version of the paper Proof of Claim will be  
26 available on the Settlement Website. A draft of the paper Proof of Claim  
27 is attached as **Exhibit O**.

28

1 ii. Part I of the paper Proof of Claim provides general information and  
2 instructions about the filing process and where to obtain more  
3 information.

4 iii. Part II of the paper Proof of Claim requests Claimant identification and  
5 contact information.

6 iv. Part III of the paper Proof of Claim requests Claimants to enter the wallet  
7 address(es) of wallets that the Claimant owns that participated in Genesis  
8 Event.

9 1. Proof of ownership of the wallet is a key aspect of the claim  
10 validation process. The paper Proof of Claim requests that  
11 Claimants access the NFT Notice in their wallet and follow the  
12 provided instructions in order to verify ownership of their  
13 wallet(s) through the Settlement Website. If Claimants are unable  
14 to access their wallet(s), the paper Proof of Claim provides  
15 instructions for the Claimant to include genuine and best available  
16 documentation of proof of ownership of the wallet(s) and  
17 transactions and holdings of the FEI and TRIBE tokens with their  
18 submission of the form. Additional instructions are provided  
19 requesting Claimants to provide a signed letter describing the  
20 details of their circumstances if they encounter difficulties or  
21 problems acquiring sufficient documentation due to defunct  
22 exchanges or lost wallet credentials.

23 v. Part IV of the paper Proof of Claim requests Claimants enter details of all  
24 sales and/or redemptions related to their FEI or TRIBE tokens received  
25 directly through the Genesis Event on exchanges or decentralized  
26 exchanges.

27 vi. Part V of the paper Proof of Claim requests Claimants elect a preferred  
28



1 method of payment. Available methods of payment include paper check,  
2 PayPal, Venmo, Zelle, ACH Transfer, and Wire Transfer.

3 vii. Part VI of the paper Proof of Claim includes the certification information  
4 and claimant signature section.

5 viii. Part VII of the paper Proof of Claim provides important reminders for the  
6 claimant.

7 ix. Emails acknowledging the receipt of paper Proof of Claim forms  
8 (“Acknowledgement Emails”) will be sent within 60 days of receipt of the  
9 paper Proof of Claim form, provided that a valid email is included in the  
10 paper Proof of Claim submission.

11 c. *Post-Submission.* After paper and/or online Proof of Claim forms are submitted,  
12 Simpluris will intake and enter the provided data into our proprietary databases  
13 for validation and evaluation. Programmatic flags will be applied to prima facie  
14 defective elements and analysts will evaluate all supporting documentation for  
15 authenticity and substance related to the claims.

16 d. *Deficiency Processing and Resolution.*

17 i. Claimants who submit deficient Proof of Claim forms will be notified via  
18 mail (with a “Defect Letter”) of the identified issue(s) within twenty-one  
19 (21) days of receipt of the Proof of Claim. In this timeframe, the Claims  
20 Administrator is tasked with intaking, imaging (for paper Proof of  
21 Claims), verifying proof of ownership, verifying and reconciling  
22 blockchain transactions, de-duplicating (if necessary), reviewing and  
23 validating supporting documents, flagging potential deficiencies, and  
24 drafting and preparing the Defect Letter mailing.

25 ii. Claimants will be afforded fourteen (14) days from the date of the Defect  
26 Letter to respond to and resolve any deficiencies. Defect Letters will  
27 outline the nature of the identified deficiencies and request specific  
28

1 remedies, if possible.

2 iii. Fourteen (14) days after receipt of a Claimant’s response or the passing  
3 of the response deadline, the Claims Administrator will send Denial  
4 Letters to Claimants who did not sufficiently resolve the deficiencies  
5 identified in the Defect Letter. In this timeframe, the Claims  
6 Administrator is tasked with intaking, imaging (for paper responses),  
7 assessing and evaluating the response materials against both the  
8 deficiencies identified in the Defect Letter and against the original Proof  
9 of Claim (newly submitted materials may result in conflicting information  
10 or new deficiencies), concluding a final disposition (subject to Court  
11 review as described below), and potentially drafting and preparing  
12 mailing for the Denial Letter.

13 iv. Claimants will be afforded fourteen (14) days from the date of the Denial  
14 Letter to request review of their claim by the Court.

15 v. The Claims Administrator will intake and receive all requests for Court  
16 review submitted by Claimants and, under the supervision of Plaintiff’s  
17 Counsel, evaluate any newly submitted materials or information and  
18 attempt to resolve any disputes where possible. Any requests for review  
19 by the Court that remain unresolved after the Claims Administrator has  
20 conferred with Plaintiff’s Counsel will be submitted to the Court for a  
21 final disposition prior to finalization of Settlement payment calculations.

22 e. *Evaluation for Payment Eligibility.* Proof of Claim forms that include or are  
23 remedied to include, after a Defect or Denial Letter is responded to, all required  
24 elements and are timely submitted to the Claims Administrator will be evaluated  
25 for their potential Recognized Loss Amount based on the Plan of Allocation. The  
26 Claims Administrator will identify the relevant transactions from wallets and/or  
27 exchanges, review any supporting documentation, and make calculations to  
28

1 determine the value each Claimant received from selling or redeeming (or could  
2 receive from redeeming) their FEI or TRIBE tokens. Claimant information,  
3 transaction data, calculations, and recommended final dispositions for each  
4 potentially eligible claim will be provided by the Claims Administrator to  
5 Plaintiff's Counsel for review and approval as soon as possible after the deadline  
6 for all Proof of Claim forms to be submitted has passed, after the final deficiency  
7 response deadline has passed, and after the Court has issued a final disposition  
8 for any Claimants that request a review by the Court of their rejected claim.

9 12. Attached as **Exhibit P** is Simpluris' May 26, 2023 estimate number 20230315-PJI-  
10 02 outlining the costs associated with administering the Settlement.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing  
12 is true and correct.

13 Executed on May 30, 2023 in Albert Lea, Minnesota.

14  
15 

16  
17 \_\_\_\_\_  
18 Jacob J. Kamenir

# **EXHIBIT A**



NOTICE OF CLASS ACTION LAWSUIT

# FEI TRIBE SETTLEMENT

YOU COULD RECEIVE A  
PAYMENT

[FEITRIBESECURITIESSETTLEMENT.COM](http://FEITRIBESECURITIESSETTLEMENT.COM) <<

## **EXHIBIT B**



 Description

By **Dropys\_Snapshot\_Tool**  
You may be entitled to a payment.  
For more information, [click here](#).  
To start your claim, [click here](#).

 About TEST NFT 

 Details 

## **EXHIBIT C**





# Unnamed

◆ 0xBF2a...5c67 [Joined May 2023](#)

- [Collected](#)
- [Created](#)
- [Favorited](#)
- [Activity](#)
- [More ▾](#)

 **Filter**

**Status** ▾

**Chains** ▾

- Offers made
- Offers received
- Active listings
- Inactive listings
- Hidden 1



TEST Notice  
TEST NFT

Portfolio value

\$0.00

Dashboard

Buy

Swap

Bridge

Stake

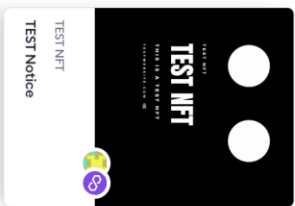
Watchlist

Settings

Assets

Your NFTs

Owned 0 Hidden 0



Tokens

NFTs

Transactions

FAQ

Support



## **EXHIBIT D**

**If you purchased FEI or TRIBE tokens in The Genesis Event between March 31 and April 3, 2021, a class action settlement may affect your rights.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

COSTA MESA, Calif., Month Day, Year /PRNewswire/ -- Simpluris Inc. announces that a settlement has been proposed in a class action lawsuit concerning the sale of FEI or TRIBE tokens through the Fei Protocol in an initial sale conducted between March 31 and April 3, 2021, called the "Genesis Event." The Settlement will provide \$17,850,000 to pay claims to persons and entities who purchased FEI or TRIBE tokens in the Genesis Event. If you qualify, you can send in a claim form to get your share of the settlement, exclude yourself from the settlement to retain your right to sue, or object to the settlement.

The Superior Court of California for San Francisco County authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

**WHO IS INCLUDED IN THE SETTLEMENT?**

You are a class member and could get a payment if you purchased the digital assets FEI or TRIBE in exchange for ETH in the Genesis Event conducted between March 31 and April 3, 2021, including if you "pre-swapped" your FEI token allocation for TRIBE.

If you are not sure if you are included, you can get more information, including a detailed notice and class definition, at [\[website\]](#) or by calling toll free [\[number\]](#).

**WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit claims that the sale of FEI and TRIBE tokens in the Genesis Event was a sale of unregistered securities. The plaintiff claims that this entitles persons who purchased FEI and TRIBE tokens directly from the Fei Protocol in the Genesis Event to get compensation. The defendants deny any wrongdoing, and the Court has not found that any defendant has committed wrongdoing.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement creates a fund of \$17,850,000 that will be used to pay class claims, settlement administration costs, taxes, attorneys' fees and costs, and a potential service award to the plaintiff. The net settlement fund left over will be divided *pro rata* among all class members who timely file a valid claim form and do not exclude themselves from the settlement.

Your share of the net settlement fund will depend on the total number of valid claims submitted, the amount of FEI and TRIBE tokens you purchased, and the amount you recouped or could

recoup from selling or surrendering the tokens. All of the \$17,850,000 fund will be paid out. Generally, if you bought more FEI and TRIBE tokens, and have more losses, you will receive a greater payment. If you bought fewer FEI and TRIBE tokens, and have fewer losses, you will receive a lesser payment.

#### **HOW DO YOU REQUEST A PAYMENT?**

To qualify for a payment, you must submit a valid claim form and supporting documentation. You can get a claim form or submit one online [\[here\]](#). **Claim forms are due by [DATE].**

#### **WHAT ARE YOUR OTHER OPTIONS?**

If you do not want to be legally bound by the settlement, you must exclude yourself by **[DATE]**, or you will not be able to sue or continue to sue the defendants about the legal claims in this case. If you exclude yourself, you cannot get money from the settlement. If you remain in the class, you may object to the settlement by **[DATE]**.

The Court will hold a hearing **on [DATE], at [TIME]** to consider whether to approve the settlement, and a request by the lawyers representing class members for approximately \$4,500,000 in attorneys' fees and costs for investigating the facts, litigating the case, and negotiating the settlement, as well as a service award of up to \$10,000 for plaintiff for litigating class members' claims. These requested fees, costs and service award would represent approximately 25% of the settlement fund if approved. You may request to appear at the hearing, but you do not have to.

For more information, you call toll free **[NUMBER]**, visit the website **[website]**, or write to **[address]**.

## **EXHIBIT E**

## Editorial

### Everyone Can't be Right

By Evelyn Pyburn

In reporting about the media misrepresentations, regarding Representative Kerri Seekins-Crowe's experience in discussing the transgender issue of SB-99 during the state legislature, she said that after asking one reporter about why he wasn't interested in her side of the story, he told her that while he didn't want to lie, since the issue was "politics" he could basically "portray any truth he wants to."

Although the statement is stunning, because he was so forthright it brought some enlightenment.

One of the most troublesome things in dealing with politics is the uncertainty one always faces in trying to decide the truth. No matter what side of the isle a politician comes from they are often masters at obfuscating the truth in self-serving ways. It's almost a game to figure out what they aren't saying or to untangle the words they do say.

Because of this, has media concluded that there are no rules when it comes to reporting political issues – that anything goes? A particularly troubling conclusion, since these issues are usually incredibly important.

The outspoken reporter helped to understand that maybe many in media have concluded that when dealing with politics there is no truth and its ok to report whatever feels good. Maybe this is how media has come to be so unreliable and so political itself. Rather than a source of enlightenment media has taken on the hue of politics, and one has to be wary about what to accept as solid facts—or the greater likelihood to realize that many consequential facts are left out of the information put forth.


While life brings the lesson that for the most part everyone has their own "truth", given that contradictions cannot exist, we must also know that not all of them are right. While I can have empathy with the wistful bromide that in life some things that aren't true should be true, saying so doesn't make it so.

Much of our success as individual human beings depends upon how accurately we identify truth – how well we understand reality. If it's a reality we want to change, that's fine, but one is not going to be successful in changing anything that is not clearly understood.

Since there are so many different conclusions that people reach about truth, the ideal role of media is to bring as much information and ideas to the fore as possible, so each person can come to their own conclusions. To attempt to dictate truth, whether by media or anyone else, is the height of hubris – unless of course you are an individual who is never wrong.

When I am asked how to find objective information, my answer is that objective information is the responsibility of the inquiring individual. Get information from a broad range of sources. To sort through all kinds of conflicting data and distill it to what is real is the purpose of having a brain—of having the ability to reason. It is the defining characteristic of human beings. If one is counting on others to do this, good luck! That approach makes you vulnerable to serving the purpose of others—such as this reporter.

Gathering as much information as possible is our means of survival, which is why freedom of speech and access to information is so important. It is why censorship is such a despicable thing. Anyone who censors, twists or lies the information they present, is your enemy . . . they are attacking your very ability to survive.



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## Guest Commentary

### The facts are -- without action, reliable energy service in Montana is at risk

By John Hines

NorthWestern Energy Vice President  
Supply/Montana Government Affairs

The facts don't lie. Rhetoric disputing those facts doesn't add up.

That fact is NorthWestern Energy doesn't have enough 24/7, on-demand generation to serve our Montana customers reliably during critical weather in an affordable manner.

The fact is NorthWestern Energy is responsible for providing reliable, safe energy service at reasonable rates for our Montana customers today, tomorrow and in the future.

Our plans are years in the making to mitigate the risk our Montana customers face. The fact is Montana should increase our energy independence, with more generation resources in the state dedicated to serve Montanans and end the grip of out-of-state energy policies.

The 175 megawatt natural gas fired Yellowstone County Generating Station was selected two years ago from a competitive project solicitation for resources to provide 24/7, on-demand generation our Montana customers need for reliable service in all weather conditions. The third-party solicitation evaluator recommended the project to meet that need reliably at the least cost. Wind, solar, storage, hybrid and other conventional technology projects were evaluated too.

The Montana Department of Environmental Quality issued an air quality permit for the Yellowstone County Generating Station on Sept. 8, 2021 after a thorough review of our application that is consistent with state laws and

## Letter to Editor

Dear Editor

When the different seasons were more distinct/pronounced, Fall would appear with a crispness to the mornings. The leaves on the trees would start to change colors. We may even have some snow flurries. But then Fall, in a last ditch effort to stay with us, mustered up all its energy for one last hurrah—Indian Summer.

With Indian Summer, the Fall colors gave us one last boost. The red leaves were redder, the yellow leaves were a bright golden color. The sky was a "baby blue", and, if there were clouds, they resembled tufts of white cotton spattered around the sky. And the temperature, well, maybe a lightweight jacket or vest was all a person needed.

If someone tries to tell me we are not having climate change, perhaps they can then tell me what happened to Indian Summer.

Wally McLane  
Billings, Montana

### ,BEA: Hospitals Largest Industry

Samuel Stebbin  
24/7 Wall St. via  
The Center Square

Pick any two cities or towns in the United States, and each will be home to people who work in very similar fields. Certain occupations in areas like education, sanitation, law enforcement, health care, and retail are common across the country as they are practical necessities.

Still, the occupational makeup of different parts of the country varies in other important ways that are influenced by the regions' history, geography, natural resources, local laws, and demographics. These factors can have considerable economic implications and lay the foundation of a given area's industry composition.

In Montana, hospitals are the largest industry, accounting for 4.7% of the state's total GDP of \$52.9 billion. The industry's annual economic output totals \$2.5 billion, a 23.8% increase over the last five years.

Overall employment in the industry totals about 25,600, or 5.3% of all jobs in Montana. Among these workers, the average annual compensation is \$65,511, compared to the average of \$44,883 across all occupations in the state.

All data in this story on employment and output is from the Bureau of Economic Analysis and is for 2019, the most recent year for which data is available. Data on wages is from the Bureau of Labor Statistics. With

only a few exceptions, the largest industry in each state is real estate. As a result, we did not include the real estate sector in our analysis. We also excluded all government sectors.

reguaions.

On April 6, 2023, after more than 550 days of construction work, a Montana District Court judge vacated the permit and sent our application back to the Montana Department of Environmental Quality to analyze again.

Now most of the 250 workers building the Yellowstone County Generation Station, including 190 union craft workers, are laid off. That is a tough blow to the workers and their families and the local and regional businesses supporting those workers and the construction of the plant.

The District Court judge's order faults the Montana Department of Environmental Quality for not adequately addressing the carbon effect of the plant. But carbon effects aren't included in the criteria Montana requires to be evaluated for air quality permits. The judge's order sets a new standard.

NorthWestern Energy's contractors have worked for a year and a half in all weather conditions so that the Yellowstone County Generating Station will be ready to serve our Montana customers' peak energy demands a year from now, during the hottest days of summer in 2024 and the coldest nights in winter in 2025.

We've spent more than \$180 million on construction. The final expected \$275 million cost of the plant may increase with this delay and it may not be available to serve our Montana customers next summer.

The negative economic consequences of the District Court ruling will reach beyond the Yellowstone County Generating Station project. Adding carbon effects as a new criteria for Montana air quality permits could impact subdivision development, land fill operations, cement plants and almost any other development in the state.

Those far-reaching negative economic consequences are the reason the Montana Legislature is considering two bills addressing this judge's decision. NorthWestern Energy didn't initiate either effort and if passed, neither will apply to the District Court judge's order vacating the air quality permit for the Yellowstone County Generating Station. But the diverse group of stakeholders supporting the legislation recognize the chilling impact the order could have on development in the state and Montana's business climate.

To be very clear our Montana customers can't afford this delay.

A wind or solar project scaled to provide the on-demand, 24/7 energy generation equivalent to the Yellowstone County Generating Station would cost more than \$2 billion and \$4 billion respectively. Our customers can't afford those project price tags.

Today up to 40% of the energy needed to meet our Montana customers' highest demands is from the energy market, most imported from out-of-state. Market energy purchases are extremely costly for our Montana customers, increasing by 59% from 2021 and totaling \$130 million in 2022.

Energy companies across the West face risks to energy supply during the next decade. Energy resource concerns aren't unique to NorthWestern Energy's Montana customers, but rolling blackouts in the middle of extreme winter cold could be.

The fact is NorthWestern Energy is taking actions now to continue to provide the reliable, safe, cost-effective energy service we do today into the future. That is our responsibility to our Montana customers and it is in the best interest of our state.

### SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The Montana Thirteenth Judicial District Court, Yellowstone County ("Court") authorized this Summary Notice. This is not a solicitation from a lawyer. This notice is to inform you about a proposed settlement that will resolve the class action lawsuit known as Houser v. City of Billings, Cause No. DV 18-0778, which was filed in District Court in Yellowstone County by customers who paid for water, wastewater, and solid waste disposal from the City of Billings ("City"). The customers are also seeking refunds of franchise fees the City charged added to their monthly bills. The customers contend that the City violated their right to due process by charging the franchise fees. The City denies that it violated due process. The parties have agreed, however, to settle this case and have presented a proposed settlement agreement to the Court.

CLASS: For purposes of effectuating this settlement, the Court has certified settlement classes consisting of all customers who paid the City for (a) water; (b) wastewater services; and/or (c) solid waste disposal services between February 2, 2015, and June 30, 2018.

**HOW DO YOU GET A PAYMENT:** Class Members that are Current Customers will receive their settlement as a rebate that will be deducted from a future utility bill. If you receive a postcard from the Class Administrator identifying you as a Current Customer Class Member you do not need to take any action to receive a rebate. If you are not a current City customer, but were a City customer between February 2, 2015, and June 30, 2018, and you receive a postcard from the Class Administrator identifying you as a Former Customer Class Member you must file a Claim Form to receive a settlement payment. If you are a current customer and you receive a postcard from the Class Administrator identifying you as an Excluded Current Customer Class Member, you must file a claim in order to receive a settlement payment. You can obtain a Detailed Notice and Claim Form package containing everything you need by calling or visiting the website below. Claim forms are due by August 31, 2023. If you are unsure about whether you need to file a Claim Form, please review the Detailed Notice and Claim Form at the website below.

**WHAT ARE YOUR OPTIONS:** If you don't want a payment and you don't want to be legally bound by the settlement, you must exclude yourself by mailing an Opt-Out Form to the City of Billings Class Administrator, which must be postmarked by August 31, 2023, in order for you to be able to sue, or continue to sue, the City about the legal claims in this case. If you exclude yourself, you will not get a payment from this settlement. If you stay in the class, you may also object to the proposed settlement. The Detailed Notice describes how to exclude yourself or object. You must exclude yourself or object by mailing your Opt-Out Form or objection which must be postmarked by August 31, 2023, and sent via first-class mail to: City of Billings Class Administrator, PO Box 25199, Santa Ana, CA 92799. Please review the Detailed Notice for full details on excluding yourself or objecting to the proposed settlement.

**FAIRNESS HEARING:** The Court will hold a Fairness Hearing in this case at the Yellowstone County Court House located at 217 N. 27th Street, Billings, MT 59107 on November 16, 2023, at 9:00 a.m. in Room 414. At the hearing, the Court will consider whether to approve the Settlement and Class Counsel's attorney fees and costs in the amount of \$925,000.00. You may appear at the Fairness Hearing personally or with counsel, but you don't have to.

**FURTHER INFORMATION:** For more details: (a) call the City of Billings Class Administrator at (833) 513-0862 or by mail at PO Box 25199, Santa Ana, CA 92799; or (b) Class Counsel Matthew Monforton by phone at (406) 570-2949, by mail at Monforton Law Offices, P.C., 40 Spanish Peak Drive, Suite 101, Bozeman, MT 59718, or by e-mail at ClassCounselMonforton@mail.com. The Detailed Notice describing the Settlement and other court documents is available online at www.City-of-BillingsFranchiseFeesSettlement.com.

**PLEASE DO NOT CONTACT THE COURT**

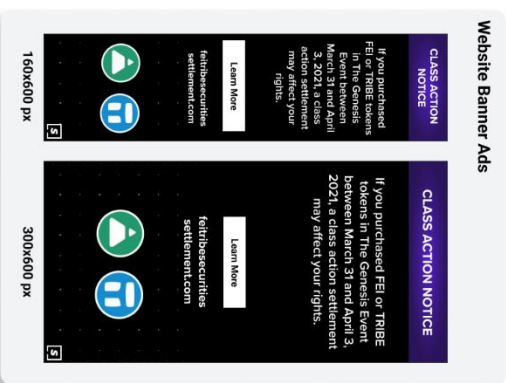
## **EXHIBIT F**



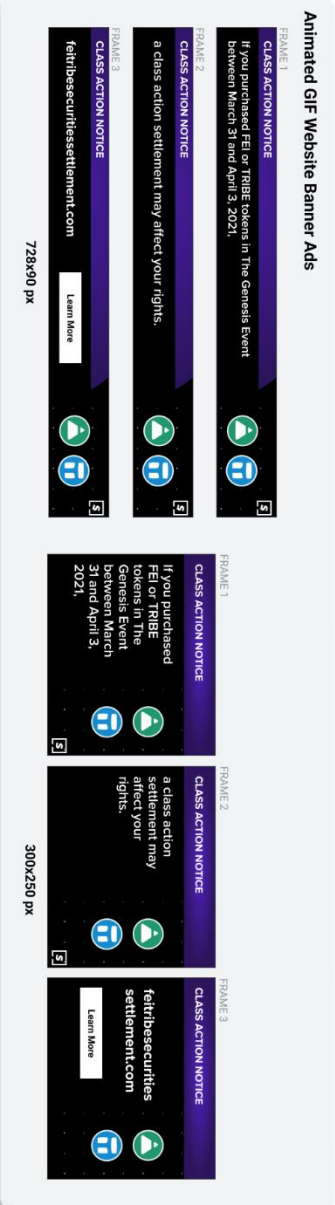
# Digital Noticing Ad Mockups

Created for Shomroni v. FEI Labs

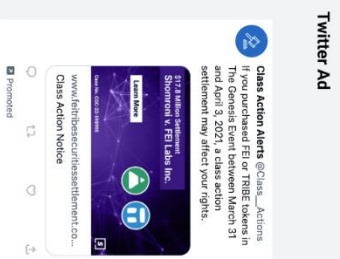
## Website Banner Ads



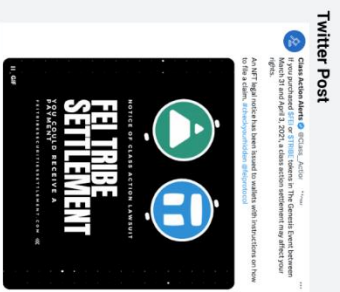
## Animated GIF - Website Banner Ads



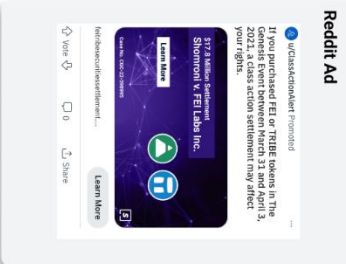
## Twitter Ad



## Twitter Post



## Reddit Ad



# **EXHIBIT G**

## Genesis Event Wallet Verification Tool

This tool is used to verify if the Ethereum wallet you own contains any Ether (ETH) tokens issued by the Genesis Event. It is important to verify your wallet address to ensure you are eligible for the Genesis Event.

Please ensure you have a valid Ethereum wallet address. The tool will verify if the address is associated with the Genesis Event. If you are not sure if your wallet is valid, please contact us for more information.

[VERIFY](#)

## **EXHIBIT H**

1 **Connect Wallets and/or Exchanges**

2 Additional Transactions & Supporting Documents

3 Claimant Information

4 Payment Election

5 Certification & Signature

## Connect Wallets and/or Exchanges

When you are ready to connect your wallets and/or exchanges to the system, please follow the instructions below to do so. You will be able to connect your wallets and/or exchanges on a daily basis.

How do I connect my wallets and/or exchanges to the system?

You will be able to connect your wallets and/or exchanges to the system on a daily basis. You will be able to connect your wallets and/or exchanges to the system on a daily basis. You will be able to connect your wallets and/or exchanges to the system on a daily basis. You will be able to connect your wallets and/or exchanges to the system on a daily basis.

[CONNECT WALLETS AND/OR EXCHANGES](#)

### Important notes:

- You must be logged in to the system to connect your wallets and/or exchanges. You will be able to connect your wallets and/or exchanges to the system on a daily basis.
- You must be logged in to the system to connect your wallets and/or exchanges. You will be able to connect your wallets and/or exchanges to the system on a daily basis.
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For more information, please contact our support team.

[GO TO ADDITIONAL TRANSACTIONS & SUPPORTING DOCUMENTS](#)

# **EXHIBIT I**

# Connect Wallets and/or Exchanges

connecting your wallet that participated in the Genesis Event conducted between March 31, 2021, and April 30, 2021. For more information, please refer to the FAQs available at [FAQX](#).

displayed FEI and/or TRIBE token transactions.

For TRIBE tokens in the connected wallet on January 27, 2023, each token will be valued at \$1.00 or \$0.25, depending on the wallet and/or exchange. If you have multiple wallets and/or exchanges, please proceed to the next step to include those relevant transactions.






This Proof of Claim will be used to verify the transactions that do not end in a successful claim. You will need to provide sufficient documentation to support the transactions that constitute a sale and/or exchange. For more information, please see [FAQX](#). Transactions associated with a wallet that is not connected to the system will not be included in the Proof of Claim.

After selecting a wallet from the above connectors, you will be prompted to connect your wallets and/or exchanges. Please provide a screenshot of the connection process to ESecuritiesSettlement.com with a description of the issue and screenshots (if possible).

If you do not have a wallet that participated in the Genesis Event, or if you have lost the credentials for that wallet, please proceed to the next step to create a new wallet.

### Select your wallet ×

Search through 269 wallets...

-  MetaMask >
-  Coinbase Wallet
-  WalletConnect
-  Trust Wallet
-  Rainbow

Important Dates Contact

Transactions & Supporting Documents — Claimant Information — Payment E

## Connect Wallets and/or Exchanges

let that participated in the Genesis Event conducted between March 31, 2021, and A

TRIBE token transactions.

connected wallet on January 27, 2023, each token will be valued at \$1.00 or \$0.25

BE tokens via the TRIBE DAO Final Redemption via other wallets and/or exchanges,

event transactions in this Proof of Claim. Once confirmed, please proceed to the next


will be u

ent docu

e and/or

see FAQX.

h a wallet or exchange that is not listed via the wallet and exchange connector tool, you will have the opportunity to do so


<  X

**Connecting to your wallet**


Click connect in your wallet popup

MetaMask Notification

> Back 2 of 2



### Connect to Account 1



Allow this site to:

- See address, account balance, activity and suggest transactions to approve

Only connect with sites you trust. [Learn more](#)

Cancel Connect



MetaMask Notification

portant Dates Contact

ctions & Supporting Documents Claimant Information Payment Elect

# Wallets and/or Exchanges

participated in the Genesis Event conducted between March 31, 2021, and April 3,

ken transactions.

ed wallet on January 27, 2023, each token will be valued at \$1.00 or \$0.25, respectively

[ DAO Final Redemption via other wallets and/or exchanges, please continue and con

Claim. Once confirmed, please proceed to the next step of this Proof of Claim.

Requesting signature

We need your signature to confirm you own this wallet. Click sign in your wallet to log in.

Message:

Welcome to Claim. Signing is the only way we can truly know that you are the owner of the wallet you are connecting. Signing is a safe, gas-less transaction that does not in any way give Claim permission to perform any transactions with your wallet.

URI:

Version:

Chain ID:

Important Dates    Contact

Conditions & Supporting Documents    Claimant Information    Payment Election

## Use Wallets and/or Exchanges

participated in the Genesis Event conducted between March 31, 2021, and April 3, 2021.

When transactions.


red wallet on January 27, 2023, each token will be valued at \$1.00 or \$0.25, respectively.

DAO Final Redemption via other wallets and/or exchanges, please continue and complete your Claim. Once confirmed, please proceed to the next step of this Proof of Claim.

Transactions that do not end in a sale or redemption will not be calculated and will result in the rejection of your claim.

FAQ.

or exchange may be necessary via the wallet and exchange connector tool, you will have the opportunity to do so on the next

<        ×

**Requesting signature**

We need your signature to confirm you own this wallet. Click sign in your wallet to log in.

MetaMask Notification

Signing is a secure, gas-less transaction that does not in any way give Claim permission to perform any transactions with your wallet.

URI:  
[Redacted]

Version:  
[Redacted]

Chain ID:  
[Redacted]

Nonce:  
[Redacted]

Issued At:  
[Redacted]

Request ID:  
[Redacted]

Cancel    Sign-In

## **EXHIBIT J**

- 1 Connect Wallets and/or Exchanges
- 2 Additional Transactions & Supporting Documents
- 3 Claimant Information
- 4 Payment Election
- 5 Certification & Signature

Connected Wallets/Exchanges

MetaMask - [REDACTED]

## Connect Wallets and/or Exchanges

CONNECT WALLETS AND/OR EXCHANGES

Transaction Hash/Date/Time	From/To	Amount
<b>MetaMask</b> [REDACTED]		
0x5ca9516f9f5ac9ac801040908f7022bb667d423c8309ccec39bb5d933fc76a 4/4/2021 02:36:04	From: bffb1...596b (fei protocol) To: 14925...e6ab	4638.4007 TRIBE
0xdc216a7ce693713cb808d499122952b8d1410a1fa27ee43922183b5499503b91 4/4/2021 03:52:57	From: 14925...e6ab To: 62736...2b64 (gate.io)	250.0000 TRIBE
0x0f47b2c54a457ab5f2aa571bfd8f5d874deaac5825054624d2bbb7f857435162 4/4/2021 04:00:57	From: 14925...e6ab To: 62736...2b64 (gate.io)	4388.4007 TRIBE
0x3b44c34fd8d074ab21fbc1baa23c5eb4b1f1a557818a3551ed3e7cd5ebede6d 4/13/2021 22:55:53	From: 0d070...92fe (gate.io) To: 14925...e6ab	82.0000 TRIBE
0xe66c495331aee1a32b3871b4db1a18b7372cc0437374425bddee6fdb78f0796c 4/13/2021 23:00:26	From: 0d070...92fe (gate.io) To: 14925...e6ab	4500.4007 TRIBE
0xa1f15b9510221690eecedf3068552394206f8a5b8d9b337fae9a7d767f2258a4 5/9/2021 07:22:51	From: 14925...e6ab To: 9928e...590a (uniswap)	4582.4007 TRIBE

# **EXHIBIT K**



# **EXHIBIT L**

- ✓ Connect Wallets and/or Exchanges
- ✓ Additional Transactions & Supporting Documents
- 3 Claimant Information**
- 4 Payment Election
- 5 Certification & Signature

Connected Wallets/Exchanges

MetaMask - [REDACTED]

### Claimant Information

Claimant Type \*  
Individual(s) ▼

Beneficial Owner's First Name \*

Beneficial Owner's Last Name \*

Co-Beneficial Owner's First Name

Co-Beneficial Owner's Last Name

Representative or Custodian Name

If different from Beneficial Owner

Last four digits of Social Security Number (SSN) or Taxpayer Identification Number (TIN) of Beneficial Owner

If U.S. resident

Beneficial Owner does NOT have an SSN or TIN

Last four digits of Social Security Number or Taxpayer Identification Number of Co-Beneficial Owner

If U.S. resident

Co-Beneficial Owner does NOT have an SSN or TIN

Country \*  
United States ▼

Address 1 \*



Last four digits of Social Security Number or Taxpayer Identification Number of Co-Beneficial Owner

if U.S. resident

Co-Beneficial Owner does NOT have an SSN or TIN

Country\*  
United States

Address 1 \*

Address 2

City \*

State \*

ZIP Code \*

Phone \*

Email \*

**IMPORTANT NOTE:** If any of the Claimant Information you've entered changes, you MUST notify the Claims Administrator in writing at: FEI TRIBE Securities Settlement, P.O. Box 25243, Santa Ana, CA 92799, or at [info@FEITRIBESecuritiesSettlement.com](mailto:info@FEITRIBESecuritiesSettlement.com) or your portion of the Net Settlement Fund may never reach you.

[GO BACK](#)

[GO TO PAYMENT ELECTION](#)

## **EXHIBIT M**

- ✓ Connect Wallets and/or Exchanges
- ✓ Additional Transactions & Supporting Documents
- ✓ Claimant Information
- 4 Payment Election
- 5 Certification & Signature

Connected Wallets/Exchanges

MetaMask - [REDACTED]

## Payment Election

[REDACTED]

Payment Options



No bank account required ⓘ

USE PAYPAL



No bank account required ⓘ

USE VENMO



Direct to your bank account ⓘ

USE DIRECT DEPOSIT



Direct to your bank account ⓘ

USE ZELLE

Paper Check By Mail

Allow 1-3 extra weeks for delivery ⓘ

USE PAPER CHECK

GO BACK

GO TO CERTIFICATION & SIGNATURE

# **EXHIBIT N**

- ✓ Connect Wallets and/or Exchanges
- ✓ Additional Transactions & Supporting Documents
- ✓ Claimant Information
- ✓ Payment Election
- 5** Certification & Signature

Connected Wallets/Exchanges

MetaMask - [REDACTED]

## Certification & Signature

[REDACTED]

Beneficial Owner E-Signature \*  
Date \*  
05/26/2023

IMPORTANT NOTE: If the Claimant is other than an individual, or is not the person completing this form, the following must also be provided:

GO BACK

SUBMIT PROOF OF CLAIM

# **EXHIBIT O**

# PROOF OF CLAIM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO  
*Shomroni v. Fei Labs, Inc., et al., Case No. CGC-22-598995*

*FEI TRIBE Securities Settlement*  
P.O. Box 25243  
Santa Ana, CA 92799

888-427-9229  
info@[website.com](http://www.website.com)  
www.[website.com](http://www.website.com)

TO BE ELIGIBLE TO RECEIVE A SHARE OF THE SETTLEMENT FUND, YOU MUST EITHER (A) COMPLETE AND SUBMIT A PROOF OF CLAIM THROUGH THE SETTLEMENT WEBSITE, [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM), **ON OR BEFORE [DATE](#)**; OR (B) MAIL THIS COMPLETED AND SIGNED PROOF OF CLAIM FORM VIA PREPAID, FIRST CLASS MAIL, **POSTMARKED ON OR BEFORE [DATE](#)** TO:

*FEI TRIBE Securities Settlement*  
P.O. Box 25243  
Santa Ana, CA 92799

FAILURE TO SUBMIT OR MAIL YOUR PROOF OF CLAIM FORM BY THE SPECIFIED DEADLINE WILL SUBJECT YOUR CLAIM TO REJECTION AND MAY PRECLUDE YOU FROM BEING ELIGIBLE TO RECEIVE ANY MONEY IN CONNECTION WITH THE PROPOSED SETTLEMENT.

DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT, THE PARTIES TO THE LITIGATION, OR THEIR COUNSEL. **SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR THROUGH [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM) OR AT THE ADDRESS SET FORTH ABOVE.**

## I. GENERAL INFORMATION

1. All the details about the proposed Settlement are available at [www.website.com](http://www.website.com). The Settlement Website also explains how your share of the Net Settlement Fund will be calculated and distributed if the Settlement is approved by the Court.
2. **Only submit this form if you are a Class Member.** By submitting this Proof of Claim form, you will be making a request to share in the proceeds of the Settlement. **IF YOU ARE NOT A CLASS MEMBER, OR IF YOU SUBMITTED A REQUEST TO BE EXCLUDED, DO NOT SUBMIT A PROOF CLAIM FORM. YOU MAY NOT PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER.**
3. Submission of this Proof of Claim form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation, or another plan of allocation the Court might approve.
4. Use Section III of this form to declare your ownership of a wallet that participated in the Genesis Event and follow the instructions to verify your ownership or provide supporting documentation demonstrating your ownership of the wallet.
5. Use Section IV of this form to state your transactions in FEI and TRIBE tokens received directly from the Fei Protocol in the Genesis Event conducted between March 31, 2021 and April 3, 2021. Please closely

follow the instructions and provide all requested information with respect to your transactions and holdings of these FEI and TRIBE tokens. Failure to report all transactions and holding information may result in the rejection of your claim.

6. Separate Proof of Claim forms should be submitted for each separate legal person or entity. Conversely, a single Proof of Claim form should be submitted on behalf of one legal person or entity including all transactions made by that person or entity on one Proof of Claim form, no matter how many separate wallets/accounts or transactions that person or entity has.
7. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim form on behalf of persons represented by them, and they must:
  - (a) expressly state the capacity in which they are acting;
  - (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner (or other person or entity on whose behalf they are acting) of the FEI and TRIBE tokens; and
  - (c) furnish evidence of their authority to bind the person or entity on whose behalf they are acting.
8. If the Court approves the Settlement, payments pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take a substantial time to complete fully and fairly. Please be patient.
9. If you have questions concerning the Proof of Claim form, or need additional copies of the form or the Notice of Proposed Class Action Settlement, you may contact the Claims Administrator at the above address, by email at [info@website.com](mailto:info@website.com), by toll-free phone at 888-427-9229, or you can visit [www.website.com](http://www.website.com), where copies of the Proof of Claim Form and Notice of Proposed Class Action Settlement are available to download.

#### **IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT EMAIL. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR PROOF OF CLAIM BY EMAIL. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT EMAIL WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 888-427-9229.**

The Claims Administrator will use the information on this Proof of Claim form for all communications regarding this form. If the information changes, you **MUST** notify the Claims Administrator at the address above.

## **II. CLAIMANT IDENTIFICATION**

Please complete Part II in its entirety. The Claims Administrator will use this information for all communications regarding this Proof of Claim form. If this information changes, you **MUST** notify the Claims Administrator in writing at *FEI TRIBE Securities Settlement*, P.O. Box 25243, Santa Ana, CA 92799, or your portion of the Net Settlement Fund may never reach you.

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Beneficial Owner's First Name                      MI                      Beneficial Owner's Last Name





Wallet address that received FEI and/or TRIBE tokens in the Genesis Event (Required, if different than the above)

You are required to prove your ownership of the wallet(s) that participated in the Genesis Event. In order to do this, please:

1. Access the wallet and view the *Shomroni v. Fei Labs, Inc.* Summary Notice NFT airdropped to the wallet on **DATE**.
2. Follow the instructions provided with the *Shomroni v. Fei Labs, Inc.* Summary Notice NFT to verify your ownership of the wallet through the Settlement Website.
3. Once your wallet ownership is verified via the Settlement Website, you will be prompted to certify and/or list your contributions, token receipts, and/or token transactions relevant to this Settlement and complete an online Proof of Claim form. You may choose to submit either an online or paper Proof of Claim form, but we strongly encourage you to submit via the Settlement Website if possible.

If you owned more than one contributing/receiving wallet (or set of wallets) that participated in the Genesis Event, please provide the Claims Administrator with details of your additional wallets, including proof of ownership, as an attachment to this Proof of Claim.

If you are UNABLE to access the Ethereum wallet that participated in the Genesis Event, you must submit:

1. Genuine and best available documentation of proof of ownership of the wallet.
2. Genuine and best available documentation of all your transactions in and holdings of the FEI and TRIBE tokens that you received in the Genesis Event between March 31, 2001 and April 3, 2021. **YOU MUST OBTAIN COPIES OF RELEVANT DOCUMENTS FROM ANY EXCHANGES. FAILURE TO SUPPLY DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.** Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Proof of Claim form or any supporting documents.

**If you have special circumstances, such as documentation problems, sales at now defunct exchanges, or lost wallet credentials, please attach a signed letter describing the details of your circumstance, with as much supporting documentation as possible.**

If you own an Ethereum wallet that did not participate in the Genesis Event, but you believe qualifies under the terms of this Settlement,

OR

If you own an Ethereum wallet that did participate in the Genesis Event, but you did not receive a *Shomroni v. Fei Labs, Inc.* Summary Notice NFT airdropped to the wallet on **DATE**,



<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Action (Sale / Redeem)</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Supporting Documents Enclosed?</b>
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
N	N	N	N	N	N	N	N	N	N	N	

If you require additional space to record your sale or redemption transactions, please provide the Claims Administrator with details of your additional transactions as an attachment to this Proof of Claim form.

Below, list quantities of Genesis Event FEI and/or TRIBE tokens that you held as of January 27, 2023 (if applicable). Each FEI token held on January 27, 2023 will be valued at \$1.00 and each TRIBE token held on January 27, 2023 will be valued at \$0.25.

Total Genesis Event FEI tokens held as of January 27, 2023 (up to four decimal places)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------

Total Genesis Event TRIBE tokens held as of January 27, 2023 (up to four decimal places)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	---	--------------------------	--------------------------	--------------------------	--------------------------

If you have special circumstances, such as documentation problems, sales at now defunct exchanges, or lost wallet credentials, please attach a signed letter describing the details of your circumstance, with as much supporting documentation as possible.

As a reminder, you may access an online version of this Proof of Claim form at [www.website.com](http://www.website.com).

## V. PAYMENT ELECTION











## VI. IMPORTANT REMINDERS

1. It will take a significant amount of time to fully process all Proof of Claim forms. Thank you for your patience.
2. Be sure to sign and fully complete all applicable sections of this Proof of Claim.
3. Remember to attach copies of any applicable supporting documentation. Do not send original documents as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. Notify the Claims Administrator of any changes of address.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM) OR MAILED AND POSTMARKED ON OR BEFORE **DATE** TO:**

*FEI TRIBE Securities Settlement*  
P.O. Box 25243  
Santa Ana, CA 92799

If you have any questions, please visit the Settlement website at [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM) and/or contact the Claims Administrator by toll-free phone at **888-427-9229** or by email at [info@WEBSITE.COM](mailto:info@WEBSITE.COM).

## **EXHIBIT P**



3194-C Airport Loop Drive  
 Costa Mesa, CA 92626  
 800-779-2104  
 www.simpluris.com

Estimate Number:	20230315-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	5/26/2023	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	8/24/2023	Email:	<a href="mailto:pivie@simpluris.com">pivie@simpluris.com</a>

<u>Primary Contact</u>		<u>Additional Contact</u>	
Name:	<b>William Restis</b>	Attorney:	
Firm:	The Restis Law Firm, P.C.	Firm:	
Email:	<a href="mailto:william@restislaw.com">william@restislaw.com</a>	Email:	

**Case Name: Shomroni v. FEI Labs Inc., et al.,**  
 Case No. CGC-22-598995 (San Francisco County Superior Court)

## Assumptions

**In addition to the assumptions enumerated below, this estimate assumes that:**

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	17,570	Undeliverable Rate:	15%
Anticipated Claims Rate:	20%	Inbound Contact Rate:	7.0%
Opt-out Rate:	1%	Escrow Agent:	Simpluris
Language(s) for Communication:	EN	Settlement Fund:	\$17.85M
Reminder Notices:	No	Count of claims filed:	3,514
Length of Administration:	18 Months	Digital payments selected (75%):	2,635
		Check payments selected (25%):	879
		Number of Distributions:	2
		Tax Year(s):	2023, 2024

## Case Setup

- Class website: interactive website hosting documents, claims, and options for electronic payment
- Class website in English
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	14	\$1,540.00
Project Director - Securities Specialist	\$175.00	9	\$1,575.00
Interactive Data Capture Class Website w/ RTCV	\$4,500.00	1	\$4,500.00
Website Hosting and Security Monitoring/Tracking	\$150.00	18 Months	\$2,700.00
Dedicated USPS Post Office Box	\$225.00	18 Months	\$4,050.00
Database Manager - Initial Data Analysis	\$140.00	12	\$1,680.00
		<b>Total:</b>	<b>\$16,045.00</b>

## Notice and Communications

- Assuming initial data file provides 100% of class contact info
- Publication notice will target crypto investors

Category	Unit Value	# of Units	Total
NFT Setup, Creation, & Distribution	\$6,000.00	1	\$6,000.00
Scheduled "Follow-Up" Airdrop #1	\$6,000.00	1	\$6,000.00
Scheduled "Follow-Up" Airdrop #2	\$6,000.00	1	\$6,000.00
Polygon Gas Fees - included*			\$0.00
*Network gas fees depend on both the network's current gas price and the exchange rate to USO. We cannot guarantee an exact gas price.			
Wallet Messaging Outreach	\$6,000.00	1	\$6,000.00
Token Gating	\$6,000.00	1	\$6,000.00
Advanced Airdrop Analytics	\$6,000.00	1	\$6,000.00
Case Claim Website	\$6,000.00	1	\$6,000.00
Wallet Activity Analysis	\$6,000.00	1	\$6,000.00

## Notice PR Newswire; World Financial Markets

Markets: US, Canada Bilingual, Full Latin America, European Financial Markets, Asian Financial Markets

\$6,582.00 2 \$13,164.00

Languages: English, Chinese (Simplified and Traditional), Dutch, French, German, Japanese, Portuguese, Spanish

IBD Publication Notice

\$4,437.50 2 \$8,875.00

Reddit

Impressions: 5,600,000 \$33,600.00

Interests: r/cryptocurrency, r/ethereum, r/ethtrader, r/cryptomarkets

Twitter

Impressions: 3,600,000 \$17,280.00

Contextual: Ethereum, Ether

Banner Ads

Impressions: 2,560,000 \$6,144.00

Website Placements: fool.com, decrypt.co, coindesk.com, benzinga.com, finance.yahoo.com

**Total: \$127,063.00**

## Inbound Contact Center

- Establish case-specific toll-free number, business hours live agents and 24/7 IVR - all calls/emails replied to w/in 24 hours
- Assumes 5 minute calls & 9 minute correspondence

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$500.00	1	\$500.00
Uptime Monitoring and Testing, Tracking, Reporting	\$225.00	18 Months	\$4,050.00
Claimant Calls & Correspondence Handling	\$57.00	82	\$4,673.62
Toll-Free Charges	\$0.14	4,920	\$688.74
<b>Total:</b>			<b>\$9,912.36</b>

## Administration

- Assuming 5/95 physical/online claims
- Process incoming class and counsel communications, opt-outs, and objections

Category	Unit Value	# of Units	Total
Physical Claims Processing (Assumes 5%)	\$4.75	176	\$834.58
Web Claims Processing (Assumes 95%)	\$1.35	3,338	\$4,506.71
Claims Deficiency Processing / Dispute Resolution	\$3.50	176	\$614.95
Claims Denial Letter & Postage	\$2.50	44	\$109.81
Claimant Correspondence (Defect / Cure)	\$55.00	41	\$2,255.00
Claims Manager	\$90.00	16	\$1,440.00
Claims Analyst QA	\$75.00	19	\$1,425.00
Data Entry & Document Processing	\$50.00	32	\$1,600.00
Project Manager	\$110.00	18	\$1,980.00
Opt-out Processing	\$3.50	176	\$614.95
Weekly Reporting to Counsel	WAIVED	1	\$0.00
<b>Total:</b>			<b>\$15,380.99</b>

## Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments; assuming 25% check payments and 75% digital payments
- Assume a 2nd distribution to those who cashed in the first distribution
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Plan of Allocation Calculations - 2x Distributions	\$140.00	12	\$1,680.00
3rd Party Validation of POA Calcs	\$1,500.00	1	\$1,500.00
Disbursement Manager - Data Validation	\$100.00	7	\$700.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
QSF Monthly Reconciliation and Maintenance	\$250.00	18 Months	\$4,500.00
<b>Distribution #1</b>			
Digital Payments (75% of claims filed)	\$0.45	2,635	\$1,185.53
Process Returned Payments & Skip Trace	\$0.55	396	\$217.80
Update Digital Payment Address and Resend	\$0.85	337	\$286.11
Check Payments (25% of claims filed)	\$0.75	879	\$658.88
Postage	\$0.59	879	\$518.32
Process Returned Checks (assuming 5%)	\$0.25	44	\$11.00
Skip Trace Search Undeliverable Checks	\$0.50	44	\$22.00

**Distribution #2**

Digital Payments (75% of claims filed)	\$0.45	2,635	\$1,185.53
Process Returned Payments & Skip Trace	\$0.55	396	\$217.80
Update Digital Payment Address and Resend	\$0.85	337	\$286.11
Check Payments (25% of claims filed)	\$0.75	879	\$658.88
Postage	\$0.59	879	\$518.32
Process Returned Checks (assuming 5%)	\$0.25	44	\$11.00
Skip Trace Search Undeliverable Checks	\$0.50	44	\$22.00
QSF Annual Tax Reporting and Reconciliation	\$1,500.00	2	\$3,000.00
Project Manager	\$110.00	7	\$770.00
Project Director - Panel Review	\$175.00	4	\$700.00
Distribution Manager	\$125.00	12	\$1,500.00
3rd-Party Expert Wallet Analysis	\$300.00	TBD	TBD
<b>Total:</b>			<b>\$20,899.25</b>

**Case Completion**

- Final reconciliation and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager - Final Reporting	\$140.00	10	\$1,400.00
Clerical - Clean Up Any Misc.	\$50.00	15	\$750.00
Project Manager - Close Case	\$110.00	12	\$1,320.00
Project Director - Declaration	\$175.00	4	\$700.00
<b>Total:</b>			<b>\$4,170.00</b>

**Total Estimated Cost of Administration: \$193,471**

**Additional Optional Services**

- A-la-carte solutions, as listed below

Category	Unit Value	# of Units	Total
Bank Wire Payments	\$25	TBD	TBD
Check cashing reminder emails (per distribution)			\$550.00
Wallet Profile Contact Info & Collection	\$6,000.00	1	\$6,000.00
Wallet Collection Email & Social Messaging	\$6,000.00	1	\$6,000.00
Est. Ethereum Gas Fees*	\$20,000.00 - \$200,000.00	1	TBD

\*Applicable only if Ethereum NFT is required instead of the recommended Polygon NFT. Please note that, due to their volatile nature, funds designated for gas fees may be required to be paid upfront

# Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

**1. Services:** Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

**2. Fee Estimates Not Binding:** Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

**3. Billing and Payment:** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

**4. Further Assurances:** Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

**5. Rights of Ownership:** The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

**6. Bank Accounts:** Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

**7. Retention of Documents & Data:** Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

**8. Limitation of Liability; Disclaimer of Warranties:** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**9. Force Majeure:** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**10. Rights in Data:** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

**11. Electronic Communications:** During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

**12. Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

**13. Waiver:** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

**14. Termination:** Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

**15. Jurisdiction:** These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

**16. Survival:** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

**17. Confidentiality:** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

**18. Indemnification:** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

**19. Severability:** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**20. Database Administration:** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

**21. Entire Agreement:** These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.