

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

LEMAR AGNEW, individually and on)
behalf of similarly situated individuals,)

Plaintiff,)

v.)

FORIS DAX, INC.,)

Defendant.)

No. 2014-CH-00435

Hon. Allen Price Walker

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Lemar Agnew and Defendant Foris DAX, Inc. (together, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel, and

was reached with the assistance of experienced class action mediator John M. Barkett of the Shook Hardy & Bacon law firm.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims— have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

“All Illinois residents who created Crypto.com accounts, as well as all individuals who used an Illinois identification or Illinois telephone number to create a Crypto.com account, from August 1, 2018 through the present.”

5. For settlement purposes only, Plaintiff Lemar Agnew is hereby appointed as Class Representative.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Michael L. Fradin
Fradin Law
8 N. Court St.
Suite 403
Athens, Ohio 45701

James L. Simon
Simon Law Co.
11 ½ N. Franklin St.
Chagrin Falls,
Ohio 44022

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and

for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Claim Form, the E-mail Class Notice, and the Website Class Notice attached to the Settlement Agreement as Exhibits A, B, and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process. The notice shall be issued as follows: (1) individual notice via e-mail to all settlement class members; (2) individual postcard notice to any settlement class members to whom e-mails cannot be delivered; (3) a public settlement website containing all relevant information and documents regarding the settlement; and (4) a toll-free telephone number providing more information regarding the settlement. The Parties, by agreement, may revise the Notice Plan and its attendant documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Epiq Class Actions & Claims Solutions is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the execution of the Notice Plan as set forth in the Settlement Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice Plan on or before **September 3, 2024**.

12. All Claim Forms must be either mailed via U.S. Mail or emailed to the addresses specified in the Claim Form, or electronically submitted to the Settlement Administrator via the settlement website, no later than **September 3, 2024**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section 7 of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

14. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Notice in written form, by mail, postmarked no later than the Objection/Exclusion Deadline: **September 3, 2024**.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely mail a written request for exclusion to the Settlement Administrator providing their full name, address, telephone number, email address; the name and e-mail address associated with the individual's Crypto.com account; the name and number of the case; a statement that they wish to be excluded from the Settlement Class; and their signature. Any request for exclusion must be personally signed by the Person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the

Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class. Mass or class exclusions are not permitted.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by the Settlement or any order or Judgment of the Litigation; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

17. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as a Service Award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than **September 8, 2024**.

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **September 3, 2024**. Contact Information for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<p>Class Counsel</p> <p>Michael L. Fradin 8 N. Court St. Suite 403 Athens, Ohio 45701</p> <p>James L. Simon Simon Law Co. 11 V4N. Franklin St. Chagrin Falls, Ohio</p>	<p>Defendant's Counsel</p> <p>Christopher Carmichael Henderson Parks LLC 140 S. Dearborn Street, Suite 1020 Chicago, IL 60603</p> <p>Aaron S. Weiss Charles Throckmorton Carlton Fields, P. A. 700 NW 1st Street Suite 1200 Miami, FL 33136</p>
<p>Settlement Administrator</p> <p>Epiq Class Actions & Claims Solutions</p>	<p>Clerk of Court</p> <p>Clerk of the Circuit Court of Cook County Chancery Division 50 W. Washington Street, #802 Chicago, IL 60602</p>

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) the objector's full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; (v) the name and e-mail address used to create the objector's Crypto.com account; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel, and that counsel must also file with the court a notice of appearance by objection deadline set forth above. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and

serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of a Service Award, and to the Final Approval Order and the right to appeal same.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached to the written objection.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in Paragraph 19 of this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be

bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

22. All papers in support of the final approval of the proposed Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons.

24. A hearing (the "Final Approval Hearing") shall be held before the Court on **September 13, 2024 at 11:00 a.m./p.m.** in Courtroom 2102 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (or via remote means as the Court may without further notice direct) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;
- (e) to consider the application for an Service Award to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a

Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

27. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

28. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Notice to be completed by:	July 5, 2024
Fee and Expense Application:	September 8, 2024
Objection Deadline:	September 3, 2024
Exclusion Request Deadline:	September 3, 2024
Final Approval Submissions:	September 3, 2024
Claims Deadline:	September 3, 2024

Final Approval Hearing: **September 13, 2024, 11:00 AM**

IT IS SO ORDERED.

Associate Judge
Allen Price Walker

JUN 06 2024

Circuit Court-2071

ENTERED: _____


Hon. Allen Price Walker