

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among Plaintiff Lemar Agnew (“Plaintiff”), on behalf of himself and all Settlement Class Members as defined herein on the one hand, and Foris DAX, Inc. (“Foris DAX” or “Defendant”), on the other. Plaintiff and Foris DAX are referred to individually in this Settlement Agreement as a “Party” and collectively as the “Parties.”

1. RECITALS

- 1.1. In June of 2023, counsel for Plaintiff contacted counsel for Foris DAX advising that counsel had been retained by Agnew to pursue claims against Foris DAX for alleged violations of the Illinois Biometric Information Privacy Act, 740 Ill. Comp. Stat. 14/1 *et seq.* (“BIPA”), and intended to file a class action complaint asserting claims on behalf of a putative class.
- 1.2. After preliminary discussions between counsel, in August 2023, the Parties agreed to mediate this matter pre-suit. The Parties met with mediator John Barkett on November 13, 2023, and conducted an all-day, arm’s-length mediation. The Parties continued to negotiate following the conclusion of the November 13 mediation, and have now agreed to settle this matter on a class-wide basis.

- 1.3. Pursuant to the Parties' Agreement, on January 22, 2024, Plaintiff filed a class action complaint against Foris DAX, Inc. in the Circuit Court of Cook County, Illinois Chancery Division (the "Lawsuit" or "Litigation").
- 1.4. Foris DAX maintains that it has substantial legal defenses to all claims and class allegations in the Lawsuit. Without admitting any liability or wrongdoing whatsoever, Foris DAX agrees to the terms of this Settlement Agreement in order to resolve the claims Plaintiff and the class assert against Foris DAX.

2. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

- 2.1. "Approved Claim" means a Claim submitted by a Settlement Class Member that is timely submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement.
- 2.2. "Attorneys' Fees and Expenses" means such funds as may be awarded to Class Counsel by the Court to compensate them for their fees and all expenses incurred by Plaintiff or Class Counsel in connection with the Litigation, including with respect to the extensive pre-suit negotiations that culminated in the Parties reaching this Settlement Agreement.

2.3. “Claim” means a written request for Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator, pursuant to the Claim Form in a form substantially similar of the document attached as Exhibit C to this Settlement Agreement or as ultimately approved by the Court.

2.4. “Claim Form” means a document in a form substantially similar to Exhibit C to this Settlement Agreement or as ultimately approved by the Court.

2.5. “Claimant” means any Settlement Class Member who submits an Approved Claim pursuant to this Settlement Agreement.

2.6. “Class Counsel” means James Simon of Simon Law Co. and Mike Fradin of Fradin Law.

2.7. “Class Notice” means the program of notice described in Section 6 of this Settlement Agreement to be provided to potential Settlement Class Members, including the Email Notice and Website Notice on the Settlement Website, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the Settlement, the manner

by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.7.1. “Email Notice” means the notice that is emailed by the Settlement Administrator to potential Settlement Class Members, in a form substantially similar to Exhibit A to this Settlement Agreement and/or as ultimately approved by the Court.

2.7.2. “Website Notice” means the notice that is available to Settlement Class Members on the Settlement Website, in a form substantially similar to Exhibit B to this Settlement Agreement and/or as ultimately approved by the Court.

2.8. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

2.9. “Deadlines” As used herein, the Parties agree to the following deadlines, subject to Court approval:

2.9.1. “Notice Deadline” means the last day for the Settlement Administrator to send Email Notice to potential Settlement Class Members. The Notice Deadline shall be not less than thirty (30) Days after the Court’s Preliminary Approval Order.

2.9.2. “Fee Motion Deadline” means the last day for Plaintiff to file a motion for an award of Attorneys’ Fees and Expenses. The Fee Motion shall be filed not later than seventy-five (75) Days after the Notice Deadline.

2.9.3. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement in accordance with Section 12 of this Settlement Agreement to be able to object to the Settlement. The Objection Deadline shall be not later than sixty (60) Days after the Notice Deadline.

2.9.4. “Opt Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator in accordance with Section 11 of this Settlement Agreement in order for a potential Settlement Class Member to be excluded from the Settlement Class. The Opt Out Deadline shall be no later than sixty (60) Days after the Notice Deadline.

2.9.5. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member must be postmarked or submitted electronically, which will be sixty (60) Days after the Notice Deadline. All Claims postmarked or submitted electronically at the Settlement Website on or before the Claim Deadline shall be timely, and all Claims postmarked or submitted electronically at the Settlement Website after the Claim Deadline shall be untimely and barred from entitlement to any Settlement Relief.

2.9.6. “Final Approval Motion Deadline” means the date by which Class Counsel shall file the motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be no later than seventy-five (75) Days after the Notice Deadline.

2.10. “Defense Counsel” means Aaron Weiss and Charles Throckmorton of the law firm of Carlton Fields, P.A., and Christopher Carmichael of the law firm of Henderson Parks.

2.11. “Final” with respect to the Final Approval Order, the Judgment, and any award of Attorneys’ Fees and Expenses means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement (or award of Attorneys’ Fees and Expenses)

is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Approval Order and/or Judgment is set aside, modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and/or Judgment shall not become Final.

2.12. “Final Approval” means the entry of the Judgment after the Final Approval Hearing.

2.13. “Final Approval Order” means the Order Granting Final Approval of Class Action Settlement and Dismissing Class Plaintiff’s Claims, to be entered by the Court pursuant to the Settlement.

2.14. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Settlement Agreement are fair, reasonable, and adequate for the Settlement Class as a whole, and whether the Final Approval Order and the Judgment should be entered. The Parties shall seek to have the Final Approval Hearing on a date not earlier than one hundred and twenty (120) Days after the Notice Deadline.

2.15. “Final Settlement Date” means the earliest date on which both the Final Approval Order and the Judgment are Final (as defined in Section 2.12).

If no appeal has been taken from the Final Approval Order or the Judgment, the Final Settlement Date means the day after the last date on which either the Final Approval Order or the Judgment could be appealed. If any appeal has been taken from the Final Approval Order or from the Judgment, the Final Settlement Date means the date on which all appeals of either the Final Approval Order or the Judgment, including petitions for rehearing, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order and the Judgment.

2.16. “Judgment” means the judgment to be entered by the Court pursuant to the Final Approval Order.

2.17. “Litigation” and “Lawsuit” means the case captioned *Lemar Agnew v. Foris DAX, Inc. d/b/a Crypto.com*, Case No. 2024-CH-00435 pending in the Circuit Court of Cook County, Illinois, Chancery Division.

2.18. “Notice and Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and

expenses associated with assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Relief.

2.19. “Plaintiff” means Lemar Agnew.

2.20. “Preliminary Approval Application” means Plaintiff’s motion for the Court to approve the Settlement preliminarily and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto.

2.21. “Preliminary Approval Order” means the order (once entered by the Court) in a form substantially similar to Exhibit D to this Settlement Agreement and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Settlement Class for settlement purposes only; dissemination of the Class Notice to potential Settlement Class Members; and a finding that the proposed Class Notice is reasonably calculated to apprise potential Settlement Class Members of the material terms of the proposed Settlement, and potential Settlement Class Members’ options and rights with respect thereto.

2.22. “Release” or “Releases” means the releases of all Released Claims by the Releasing Persons against the Released Person.

2.23. “Released Claims” means the Claims released as provided for in Section 10 of the Settlement Agreement.

2.24. “Released Persons” means Foris DAX, as well as its affiliates, parents, subsidiaries, predecessors, successors, co-ventures, divisions, joint ventures, insurers, and assigns, and all entities known or unknown from the beginning of time who operate or have operated under the Crypto.com or Foris brand, as well as each of those entities’ past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, assigns, and service providers.

2.24.1. For the avoidance of doubt, the definition in Section 2.24 above includes attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, assigns, and service providers only to the extent that they provided services to the Released Persons while operating on behalf of Crypto.com or under the Crypto.com or Foris brand. These entities are not released with respect to any claims that are

unrelated to operations undertaken on behalf of Crypto.com or under the Crypto.com or Foris brand.

2.25. “Releasing Persons” means Plaintiff, all Settlement Class Members, and anyone claiming through them such as heirs, next-of-kin, administrators, executors, personal representatives, successors, and assigns.

2.26. “Request for Exclusion” means a written request from a potential Settlement Class Member that seeks to exclude the potential Settlement Class Member from the Settlement Class and that complies with all requirements in Section 11 of this Settlement Agreement.

2.27. “Settlement” means the settlement set forth in this Settlement Agreement.

2.28. “Settlement Administrator” means a third-party agent or administrator selected by the parties to help implement and effectuate the terms of this Settlement Agreement.

2.29. “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits thereto.

2.30. “Settlement Class” means the class of persons that will be certified by the Court for settlement purposes only, as more fully described in Section 3.1 herein.

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- 2.31. “Settlement Class Member” or “Class Member” means any person who falls within the definition of the Settlement Class and who has not submitted a valid Request for Exclusion.
- 2.32. “Settlement Class Period” shall commence on August 1, 2018 through and including the date the Court enters the Preliminary Approval Order.
- 2.33. “Settlement Class Recovery” means the amount of the Settlement Fund available for distribution to Claimants.
- 2.34. “Settlement Fund” means the collective amount of money to be paid by Foris DAX to the Settlement Administrator pursuant to Section 4.1 of this Settlement Agreement.
- 2.35. “Settlement Relief” means the payment to be made from the Settlement Fund to Settlement Class Members who submit Approved Claims.
- 2.36. “Settlement Website” means the Internet site created by the Settlement Administrator pursuant to Section 6.2 of this Settlement Agreement, which shall have the Uniform Resource Locator of www.ForisDAXBIPASettlement.com, or similar.
- 2.37. “Settling Parties” means, collectively, Foris DAX, Plaintiff, and all Releasing Persons.

3. CLASS DEFINITION AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT

3.1. The Class shall be defined as follows:

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.

3.2. Excluded from the Class are Foris DAX's agents and employees, and any Judge and Magistrate Judge to whom this action is assigned and any member of their staffs and immediate families.

3.3. This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below. In the event that the Settlement is not finally approved, either Plaintiff or Foris DAX shall be entitled to void the Settlement, and will be refunded any money that has not yet been expended.

3.4. Condition No. 1: Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

3.4.1. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. Class Counsel will present a Motion for Preliminary Approval to the Court within thirty (30) Days of the execution of this Settlement Agreement, or as

otherwise set by the Court. The Preliminary Approval Motion shall include Class Notice, in forms substantially similar to Exhibits A and B to this Settlement Agreement. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

3.4.2. Settlement Class Conditional Certification. In connection with the proceedings on Preliminary and Final Approval of the proposed Settlement and solely for the purposes of settlement, providing Class Notice and implementing this Settlement Agreement, Plaintiff shall seek (and Foris DAX will not oppose) orders (preliminary and final, respectively) certifying the Settlement Class for settlement purposes only. If the Settlement is not finalized or finally approved by the Court for any reason whatsoever, the certification of the Settlement Class is voidable by any Party, the Litigation will return to its status as it existed prior to this Settlement Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated class certification proceedings or otherwise asserted in any other aspect of the Litigation or in any other proceeding. In such an event, i.e., if the Settlement is not finalized or finally approved by the Court, the Parties agree that Foris DAX will be entitled to file a motion to

dismiss based on venue, and Plaintiff will not object to the dismissal. If for any reason such motion is denied, Plaintiff agrees to voluntarily dismiss and refile the Litigation either in Miami, Florida or in arbitration.

3.4.3. Entry of Preliminary Approval Order. The Parties will request that the Court enter a Preliminary Approval Order in a form substantially similar to Exhibit D to this Settlement Agreement, which shall, among other things:

(a) Certify for purposes of settlement a Settlement Class, approving Plaintiff as class representative and appointing Class Counsel;

(b) Preliminarily approve the Settlement as fair, reasonable and adequate;

(c) Order the issuance of Class Notice to the Settlement Class, and determine that such Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

(d) Schedule a date and time for a Final Approval Hearing to determine whether the Preliminary Approval Order should be finally approved by the Court;

(e) Require Settlement Class Members who wish to be excluded to submit an appropriate and timely written request for exclusion by

the Opt-Out Deadline, as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

(f) Require Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from doing so;

(g) Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

(h) Issue related orders to effectuate the preliminary approval of the Settlement Agreement.

3.4.4. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 below.

3.4.5. Final Approval Hearing. In connection with the Preliminary Approval Application, the Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which time it will consider whether the Settlement is

fair, reasonable, and adequate. Specifically, Plaintiff, after good faith consultation with Defense Counsel, shall request that, on or after the Final Approval Hearing, the Court: (i) enter the Final Approval Order and the Judgment; and (ii) determine the Attorneys' Fees and Expenses that should be awarded to Class Counsel as contemplated in the Settlement Agreement. The Settling Parties agree to support entry of the Final Approval Order and the Judgment. The Settling Parties will reasonably cooperate with one another in seeking entry of the Final Approval Order and of the Judgment.

3.5. Condition No. 2: Finality of Judgment. The Final Approval Order and the Judgment must become Final in accordance with Section 2.11 above, and shall, among other things:

(a) Find that (1) the Court has personal jurisdiction over all Settlement Class Members; (2) the Court has subject matter jurisdiction over the claims asserted in this Litigation; and (3) venue is proper;

(b) Finally approve the Settlement Agreement;

(c) Finally certify the Settlement Class for settlement purposes only;

(d) Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

(e) Enter the Final Approval Order and the Judgment with respect to the claims of all Settlement Class Members and dismiss the claims of all Settlement Class Members with prejudice;

(f) Make the Releases in Section 10 of the Settlement Agreement effective as of the date of Preliminary Approval;

(g) Permanently bar Plaintiff and all Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims;

(h) Find that, by operation of the entry of the Judgment, Plaintiff and all Settlement Class Members who have not opted out of the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims;

(i) Authorize the Settling Parties to implement the terms of the Settlement Agreement, including entry of an injunction as described herein;

(j) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement,

the Final Approval Order, and the Judgment, and for any other necessary purpose; and

(k) Issue related orders to effectuate the Final Approval of the Settlement Agreement and its implementation.

4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

4.1. In consideration for the Releases set forth in Section 10, within seven (7) days of Preliminary Approval, Foris DAX will deposit \$150,000 into an interest-bearing escrow account maintained by the Settlement Administrator. Within fourteen (14) days of Final Approval of the Settlement, and after receiving specific payment instructions and all required tax information from the Class Administrator and all information needed to determine the identities of Claimants, Foris DAX will deposit the remaining balance of \$1,570,000 into an interest-bearing escrow account maintained by the Settlement Administrator. This combined sum of \$1,720,000 shall constitute the “Settlement Fund.” Other than as may be needed to fund administrative costs, the Settlement Administrator will hold these amounts until such time as the Parties authorize the distribution of payments to Claimants.

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- 4.1.1. The Court shall retain continuing jurisdiction over the Settlement Fund.
- 4.1.2. Each Claimant, upon successful completion of a claim form and verification by the Settlement Administrator, shall be entitled to receive Settlement Relief. Each Claimant who submits a valid claim form shall receive the same payment amount, to be calculated by dividing the Settlement Class Recovery amount by the number of valid Claimants. No interest shall be included as an element of, or be payable or paid on, any claimed amount.
- 4.1.3. All payments issued to Claimants via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) Days after the date of issuance.
- 4.1.4. If after distributing payments, any funds remain from uncashed checks after ninety (90) days after the date of issuance of the checks, those amounts will be provided to a charity of the Settling Parties' choosing.
- 4.1.5. If for any reason the Final Approval Order and/or the Judgment does not become Final within the meaning of Section 2.11, all remaining money in the Settlement Fund, including the interest accumulated, shall be returned to Foris DAX within five (5) Days

after the occurrence of the condition or event that prevents the Final Approval Order and/or the Judgment from becoming Final.

5. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

- 5.1. The parties propose Epiq as the Settlement Administrator, to process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Settlement Fund.
- 5.2. All Notice and Administrative Costs will be paid from the Settlement Fund.
- 5.3. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for Email Notice, Website Notice, the Settlement Website, administration of Settlement Relief, and providing all other related support, reporting, and administration as further stated in this Settlement Agreement.
- 5.4. Plaintiff will coordinate with the Settlement Administrator to provide Email Notice and Website Notice to the Settlement Class, as provided in this Settlement Agreement, with Foris DAX's cooperation and participation.

5.5. W-9 Forms. The Settlement Administrator shall complete and provide to Foris DAX any W-9 forms necessary for Foris DAX to implement this Settlement.

6. NOTICE TO THE CLASS

6.1. Email Notice: Within seven (7) days of Preliminary Approval, the administrator shall be provided a list of names and e-mail addresses for the Class Members by Foris DAX, which will be known as the “Notice List.” Subject to the requirements of the Preliminary Approval Order, the Settlement Administrator shall disseminate direct Email Notice, in the form attached as Exhibit A, via email to all persons on the Notice List.

6.1.1. The Email Notices shall all be sent not less than thirty (30) Days after the Court’s Preliminary Approval Order.

6.2. Settlement Website: No later than the dissemination of the Email Notice, the Settlement Administrator shall establish a Settlement Website which shall contain the Website Notice, in a form substantially similar to Exhibit B to this Settlement Agreement, copies of this Settlement Agreement and Exhibits, and the Email Notice. The Settlement Website shall also contain instructions and a Claim Form which may be downloaded or printed from the Internet site. The Settlement Website shall have a Uniform Resource

Locator which identifies the Settlement Website as www.ForisDAXBIPASettlement.com or similar.

6.2.1. The Settlement Website shall remain open and accessible for not less than thirty (30) Days after the last day to cash any check drawn on the Settlement Fund. Settlement Class Members shall also have the option of completing their Claim Form online.

6.2.2. All costs associated with the Settlement Website will be paid from the Settlement Fund.

7. CLAIM FILING, REVIEW, AND APPROVAL PROCESS

7.1. Claim Filing Process. Settlement Class Members may make one claim per valid Crypto.com account. Settlement Class Members shall be permitted to make a Claim for Settlement Relief in one of two ways:

- (a) By mailing (either through posting with the United States Postal Service or through a private mail carrier, such as UPS or FedEx, provided that proof of the mail date is reflected on the label of the mailing) a completed written Claim Form providing the required information, to the Settlement Administrator, on a date no later than the Claim Deadline. A written Claim Form will also be available on the Settlement Website for Settlement Class Members to

download or print out and mail to the Settlement Administrator pursuant to this Section; or

- (b) By completing an online Claim Form within the Settlement Website.

7.2. Any Settlement Class Member who does not properly submit a completed Claim Form on or before the Claim Deadline shall be deemed to have waived any claim to Settlement Relief and any such Claim Settlement Form will be rejected.

7.3. Claim Review Process. As soon as practicable, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Settlement Class.

7.4. Notification. Within ten (10) Days after the Claim Deadline, the Settlement Administrator shall provide Class Counsel and Foris DAX with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.5. The Settlement Administrator shall have sixty (60) Days after the Final Settlement Date within which to process the Claims and remit the appropriate Settlement Relief amounts by check to Claimants from the Settlement Fund.

8. COVENANTS

The Settling Parties covenant and agree as follows:

8.1. Covenant Not to Sue. Plaintiff and the Settlement Class Members covenant and agree not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims against any of the Released Persons. The foregoing covenant and this Settlement Agreement shall be a complete defense to any of the Released Claims against any of the Released Persons.

8.2. Cooperation. The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of a Final Approval Order and a Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Settlement Agreement, including, but not limited to, the expeditious agreement to the terms of all class notice documents and settlement administration protocols, and the preparation and execution of

all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

9. REPRESENTATIONS AND WARRANTIES

9.1. Plaintiff's Representations and Warranties.

9.1.1. Plaintiff represents and warrants that he is the sole and exclusive owner of all of his own Released Claims and has not assigned or otherwise transferred any interest in any of his Released Claims against any of the Released Persons, and further covenants that he will not assign or otherwise transfer any interest in any of his Released Claims.

9.1.2. Plaintiff represents and warrants that he has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

9.2. The Settling Parties' Representations and Warranties. The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning

the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

10. Releases.

10.1. Released Claims of Settlement Class. Upon Final Approval, each Releasing Person shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons in all capacities, including individual and trustee capacities, from any and all Released Claims.

10.1.1 Upon Final Approval, Foris DAX shall be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged Lemar Agnew, as well as his agents and attorneys, for all claims related to the Litigation.

10.2. "Released Claims" means all claims arising out of or relating to or connected with the alleged capture, collection, storage, possession,

transmission, conversion, disclosure, and/or other use of biometric identifiers and/or biometric or personal information in connection with each member of the Settlement Class's Crypto.com account, including but not limited to claims brought under BIPA (740 ILCS §14/1, *et. seq.*), other state privacy or data privacy statutes, and all claims that arise from and/or are reasonably related to the claims (whether common law and/or statutory) that were and/or could have been asserted by Plaintiff, or the putative class, or in the Lawsuit or any Related Actions that exist as of the date of the Preliminary Approval Order.

10.3. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases contained in this Settlement Agreement. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

10.4. Upon entry of the Final Approval Order and the Judgment: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members and Releasing Persons, except those who have

properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any Releasing Persons except as set forth in this Settlement Agreement; and (iii) Settlement Class Members and Releasing Persons who have not opted out shall be permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction against any of the Released Persons based on any of the Released Claims.

10.5. Nothing in this Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained herein.

11. OPT-OUT RIGHTS.

11.1. A potential Settlement Class Member who wishes to opt out of the Settlement Class must complete and send to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt Out Deadline. The Request for Exclusion must: (a) identify the

name and address of the potential Settlement Class Member requesting exclusion; (b) provide the name and e-mail address associated with the Settlement Class Member's Crypto.com account; (c) be personally signed by the potential Settlement Class Member requesting exclusion; and (d) contain a statement that reasonably indicates a desire to be excluded from the Settlement.

11.2. Any potential member of the Settlement Class who properly opts out of the Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be entitled to relief under, or be affected by, this Settlement Agreement; (c) not gain any rights by virtue of this Settlement Agreement; and (d) not be entitled to object to any aspect of the Settlement.

11.3. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests for Exclusion within seven (7) Days after the Opt Out Deadline.

11.4. Except for those members of the Settlement Class who timely and properly file a Request for Exclusion in accordance with Section 11, all other members of the Settlement Class will, upon Final Approval, be bound by its terms, regardless of whether they receive any monetary relief or any other relief.

11.5. Settlement Termination Provision. If 50 (fifty) or more of the Settlement Class Members properly and timely file Requests for Exclusion, then Foris DAX may unilaterally elect to terminate the Settlement, rendering the Settlement Agreement null and void, by delivering written notice to Class Counsel and the Settlement Administrator. In such a circumstance, the Parties agree to conduct an additional mediation by Zoom to determine if and how the Settlement can be revived, and agree that if no resolution is reached, Foris DAX shall be entitled to file a motion to dismiss based on venue, and Plaintiff will not object to the dismissal. In that scenario, if for any reason such motion is denied, Plaintiff agrees to voluntarily dismiss and refile the Litigation either in Miami, Florida or in arbitration.

12. OBJECTIONS.

12.1. Overview. Any potential Settlement Class Member who does not opt out of the Settlement will be a Settlement Class Member and may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Settlement Agreement.

12.2. Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with

the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in Section 18), no later than the Objection Deadline.

12.2.1. The requirements to assert a valid written objection shall be set forth in the Class Notice and on the Settlement Website, and, to be valid, the written objection must include: (a) the name, address, e-mail address, and telephone number of the objecting Settlement Class Member and, if different, the e-mail address used by the objecting Settlement Class Member in connection with the creation of his or her Crypto.com account; (b) if represented by counsel, the name, address, e-mail address, and telephone number of the Settlement Class Member's counsel; (c) the basis for the objection; and (d) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel.

12.2.2. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and

shall be foreclosed from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or other means.

12.3. Appearance. Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with Section 12.2 and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

12.3.1. The Notice of Intention to Appear must include the Settlement Class Member’s full name, address, e-mail address, and telephone number, as well as copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.3.2. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other

specifications set forth in this Settlement Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

13. SETTLEMENT APPROVAL.

13.1. Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

13.2. Not later than seven (7) Days before the Final Approval Motion Deadline, the Settlement Administrator will provide Class Counsel with a declaration that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the number of Requests for Exclusion to the Settlement, along with the number of claims received to date.

14. CERTIFICATION OF SETTLEMENT CLASSES FOR SETTLEMENT PURPOSES.

14.1. Plaintiff shall move for Final Approval of the Settlement and entry of the Final Approval Order and Judgment, and shall request that the preliminary certification of the Settlement Classes for settlement purposes be made final.

14.2. If the Settlement is not granted Final Approval, or this Settlement Agreement is otherwise terminated or rendered null and void, the

certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied; in such circumstances, Foris DAX reserves and shall have all rights to challenge certification of any settlement class or any other class for trial purposes in the Litigation. Foris DAX shall also then be entitled to file a motion to dismiss based on venue, and Plaintiff will not object to the dismissal. In that scenario, if for any reason such motion is denied, Plaintiff agrees to voluntarily dismiss and refile the Litigation either in Miami, Florida or in arbitration.

15. ATTORNEYS' FEES AND EXPENSES.

15.1. Class Counsel may apply to the Court for an award of Attorneys' Fees up to one third of the Settlement Fund, plus Expenses up to \$30,000 (which may include general costs, and a service award to Plaintiff). Any such Expenses shall be paid from the Settlement Fund.

15.1.1. Plaintiff may apply for a service award of up to \$10,000, which shall be treated as an Expense and shall be deducted from the \$30,000 portion of the Settlement Fund available for payment of Expenses.

15.1.2. The Settlement Administrator shall pay the amount of Attorneys' Fees and Expenses awarded by the Court from the Settlement Fund to the account(s) of Class Counsel via wire instructions provided by Class Counsel to the Settlement Administrator within five (5) Days after the Final Settlement Date.

15.2. The procedure for and the grant or denial or allowance or disallowance by the Court of the Attorneys' Fees and Expenses are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement or the Settlement, or affect or delay the finality of the Final Approval Order or Judgment approving this Settlement Agreement and the Settlement, except as provided for in Section 15.1.

16. TERMINATION AND EFFECT THEREOF.

16.1. This Settlement Agreement shall be terminable by any Party if any of the conditions of Section 3 are not fully satisfied, despite best efforts of the Parties, or by Foris DAX if the conditions of Section 11.5 occur, unless the

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relevant conditions are waived in writing signed by authorized representatives of Plaintiff and Foris DAX.

16.2. This Settlement Agreement shall also terminate at the discretion of Plaintiff or Foris DAX if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases; (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Final Approval Order or Judgment, or any of the Court's findings of fact or conclusions of law, that is material; (3) if all of the conditions required to be met before the Final Settlement Date do not occur; or (4) if the conditions of Section 11.5 (Settlement Termination Provision) are met and Foris DAX elects to terminate the Settlement Agreement pursuant to that provision.

16.3. If this Settlement Agreement is terminated as provided herein, the Settlement shall be null and void from its inception and the Settling Parties will be restored to their respective positions in the Litigation as of the day prior to the date of the Preliminary Approval Order. In such event,

the terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Parties and will not be used in the Litigation, or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated, nunc pro tunc. Foris DAX shall then be entitled to file a motion to dismiss based on venue, and Plaintiff will not object to the dismissal. In that scenario, if for any reason such motion is denied, Plaintiff agrees to voluntarily dismiss and refile the Litigation either in Miami, Florida or in arbitration.

17. MISCELLANEOUS PROVISIONS

17.1. The Parties acknowledge that it is their intent to consummate this Settlement Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement.

17.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or

defense. Foris DAX expressly denies any liability or wrongdoing. The Settling Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel.

17.3. Neither this Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of Foris DAX.

17.4. All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.5. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of Plaintiff and Foris DAX or their respective successors-in-interest. Any material changes must be approved by the Court.

17.6. This Settlement Agreement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this

Settlement Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized herein. To the extent there are any prior agreements between the Parties with respect to this matter, they are deemed null and void. Except as otherwise provided herein, the Parties will bear their own respective costs.

17.7. This Settlement Agreement may be executed in one or more counterparts.

All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of counterparts will be submitted to the Court.

17.8. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

17.9. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

17.10. None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Settlement Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Settlement Agreement and its Exhibits will be interpreted according to its

fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

17.11. The following principles of interpretation apply to this Settlement Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successors-in-interest; and (c) whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

17.12. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Final Approval Order and Judgment are entered.

18. NOTICES

18.1. All notices (other than the Class Notice) required by this Settlement Agreement shall be made in writing and communicated by email and mail to the following addresses: All notices to Class Counsel shall be sent to Class Counsel, c/o:

James Simon
Simon Law Co.
11 ½ N. Franklin Street
Chagrin Falls, Ohio 44022
james@simonsayspay.com

Michael L. Fradin
8 N. Court St. 403
Athens, Ohio 45701
mike@fradinlaw.com

18.2. All notices to Defense Counsel shall be sent to Defense Counsel, c/o:

Aaron S. Weiss
Charles Throckmorton
Carlton Fields, P.A.
700 N.W. 1st Ave., Ste. 1200
Miami, Florida 33136
AWeiss@CarltonFields.com
CThrockmorton@CarltonFields.com

18.3. The notice recipients and addresses designated above may be changed by written agreement of Plaintiff and Foris DAX.

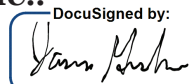
18.4. Upon the request, the Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

###

In witness whereof, the Settling Parties have executed and caused this Settlement on the dates set forth below.

On Behalf of Defendant Foris DAX, Inc.:

Dated: March 23, 2024

By:  A17132EF2D69402...

Name: James Grabow

Title: President

On Behalf of Plaintiff and the Settlement Class:

Dated: _____


By: _____
Lemar Agnew

Approved as to form and content:

For Plaintiff:

For Foris DAX, Inc.

By: _____

By:  _____

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

Aaron S. Weiss
Carlton Fields, P.A.
700 N.W. 1st Ave., Ste. 1200
Miami, Florida 33136

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Exhibit A

FILED DATE: 4/1/2024 9:36 PM 2024CH00435

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Agnew v. Foris DAX, Inc., No. 2024-CH-00435 (Cir. Ct. Cook Cnty., Ill.)

YOU MAY BE ENTITLED TO A MONETARY PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR BIOMETRIC DATA WAS OBTAINED AND STORED BY FORIS DAX, INC. WITHIN THE STATE OF ILLINOIS BETWEEN AUGUST 1, 2018 AND [PRELIMINARY APPROVAL].

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Agnew v. Foris DAX, Inc.*, currently pending in the Circuit Court of Cook County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Foris DAX, Inc. (“Foris DAX” or “Defendant”) obtained and stored individuals’ biometrics in Illinois in connection with those individuals’ creation of Crypto.com accounts without first providing them with legally-required written disclosures and obtaining written consent. If you received this notice, Defendant’s records indicate that between August 1, 2018 and [Preliminary Approval], you created a Crypto.com account either (1) as an Illinois resident; or (2) using an Illinois identification or Illinois telephone number in connection with the account creation. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose without first providing them with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting individuals’ biometrics by requiring new users to upload self-photographs without first providing the requisite disclosures or obtaining the consent required by BIPA. Defendant denies these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

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WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a Service Award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if between August 1, 2018 and [Preliminary Approval], you created a Crypto.com account as an Illinois resident or by using an Illinois identification or Illinois telephone number.

WHAT DOES THE SETTLEMENT PROVIDE?

Monetary Payments. Defendant has agreed to create a \$1,720,000.00 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund after payment is made for administrative expenses, Class Counsel's attorneys' fees and expenses, and a Class Representative Service Award. The amount of each valid claimant's payment is estimated to be between \$30-\$60 but the exact amount is unknown at this time and depends on several factors, including how many valid claims are submitted and the amount of costs, attorneys' fees and expenses. The Settlement Administrator will issue a check or digital payment to each Class Member who submits a valid and timely Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 100 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to one third of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up

to \$10,000.00 for his time, effort, and service in this matter. Class Counsel will file with the Court their request for attorneys' fees and costs and a Service Award on _____, 2024.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by **XX, XX, 2024**. You may obtain a Claim Form at www.ForisDAXBIPASettlement.com, and you may submit your Claim Form online at the same website. You may also submit a Claim Form to the Settlement Administrator by email at claims@ForisDAXBIPASettlement.com or by U.S. Mail at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you, or you will receive a digital payment. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement on an individual basis. If you do so, you will not receive any monetary payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at ___, postmarked by **XX, XX, 2024**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, and email address, the name and e-mail address associated with your Crypto.com account, a statement that you wish to be excluded, and your personal signature. So-called "mass" or "class" exclusion requests are not permitted.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Courtroom 2102, Chicago, Illinois 60602. The objection must be received by the Court no later than **XX, XX, 2024**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (James Simon of Simon Law Co., 11 ½ N. Franklin Street, Chagrin Falls, Ohio 44022, and Michael L. Fradin, 8 N. Court St. 403, Athens, Ohio 45701), as well as the attorneys representing Defendant (Christopher Carmichael of Henderson Parks, 140 South Dearborn Street, Suite 1020, Chicago, Illinois 60603, and Aaron Weiss and Charles Throckmorton of Carlton Fields P.A., 700 NW 1st Avenue, Suite 1200, Miami, Florida 33136), and the Settlement Administrator ([ADDRESS]), postmarked no later than **XX, XX, 2024**. Any objection to the proposed Settlement must include (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 you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **XX, XX, 2024**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, **2024** at **a.m./p.m.**, 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 Final Approval of the Settlement, the request for attorneys' fees and expenses, 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 hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement. To submit a Claim Form, or for more information on how to request exclusion from the Class or file an objection, please call 1-999-999-9999.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the other Released Parties (as defined in the Settlement Agreement) relating to the Released Claims (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

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QUESTIONS? VISIT www.PeopleNetBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.ForisDAXBIPASettlement.com, or you can call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2024 at XX am/pm**. The hearing is subject to being changed by the Court, including taking place remotely via videoconference, so please visit www.ForisDAXBIPASettlement.com for updates.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. With prejudice means that the case is dismissed permanently, it cannot be brought back to court, and the claims cannot be refiled. Both sides have agreed to the Settlement to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

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WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

James Simon
Simon Law Co.
11 ½ N. Franklin Street
Chagrin Falls, Ohio 44022
james@simonsayspay.com
Tel: 216-816-8696

Michael L. Fradin
8 N. Court St. 403
Athens, Ohio 45701
mike@fradinlaw.com
Tel: 847-986-5889

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.ForisDAXBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at **1-999-999-9999** or contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

Exhibit B

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Agnew v. Foris DAX, Inc., No. 2024-CH-00435 (Cir. Ct. Cook Cnty., Ill.)

YOU MAY BE ENTITLED TO A MONETARY PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR BIOMETRIC DATA WAS OBTAINED AND STORED BY FORIS DAX, INC. WITHIN THE STATE OF ILLINOIS BETWEEN AUGUST 1, 2018 AND [PRELIMINARY APPROVAL].

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Agnew v. Foris DAX, Inc.*, currently pending in the Circuit Court of Cook County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Foris DAX, Inc. (“Foris DAX” or “Defendant”) obtained and stored individuals’ biometrics in Illinois in connection with those individuals’ creation of Crypto.com accounts without first providing them with legally-required written disclosures and obtaining written consent. If you received this notice, Defendant’s records indicate that between August 1, 2018 and [Preliminary Approval], you created a Crypto.com account either (1) as an Illinois resident; or (2) using an Illinois identification or Illinois telephone number in connection with the account creation. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose without first providing them with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting individuals’ biometrics by requiring new users to upload self-photographs without first providing the requisite disclosures or obtaining the consent required by BIPA. Defendant denies these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

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WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a Service Award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if between August 1, 2018 and [Preliminary Approval], you created a Crypto.com account as an Illinois resident or by using an Illinois identification or Illinois telephone number.

WHAT DOES THE SETTLEMENT PROVIDE?

Monetary Payments. Defendant has agreed to create a \$1,720,000.00 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund after payment is made for administrative expenses, Class Counsel's attorneys' fees and expenses, and a Class Representative Service Award. The amount of each valid claimant's payment is estimated to be between \$30-\$60 but the exact amount is unknown at this time and depends on several factors, including how many valid claims are submitted and the amount of costs, attorneys' fees and expenses. The Settlement Administrator will issue a check or digital payment to each Class Member who submits a valid and timely Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 100 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to one third of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up

to \$10,000.00 for his time, effort, and service in this matter. Class Counsel will file with the Court their request for attorneys' fees and costs and a Service Award on _____, 2024.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by **XX, XX, 2024**. You may obtain a Claim Form at www.ForisDAXBIPASettlement.com, and you may submit your Claim Form online at the same website. You may also submit a Claim Form to the Settlement Administrator by email at claims@ForisDAXBIPASettlement.com or by U.S. Mail at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you, or you will receive a digital payment. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement on an individual basis. If you do so, you will not receive any monetary payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at ___, postmarked by **XX, XX, 2024**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, and email address, the name and e-mail address associated with your Crypto.com account, a statement that you wish to be excluded, and your personal signature. So-called "mass" or "class" exclusion requests are not permitted.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Courtroom 2102, Chicago, Illinois 60602. The objection must be received by the Court no later than **XX, XX, 2024**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (James Simon of Simon Law Co., 11 ½ N. Franklin Street, Chagrin Falls, Ohio 44022, and Michael L. Fradin, 8 N. Court St. 403, Athens, Ohio 45701), as well as the attorneys representing Defendant (Christopher Carmichael of Henderson Parks, 140 South Dearborn Street, Suite 1020, Chicago, Illinois 60603, and Aaron Weiss and Charles Throckmorton of Carlton Fields P.A., 700 NW 1st Avenue, Suite 1200, Miami, Florida 33136), and the Settlement Administrator ([ADDRESS]), postmarked no later than **XX, XX, 2024**. Any objection to the proposed Settlement must include (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 you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **XX, XX, 2024**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, **2024** at **a.m./p.m.**, 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 Final Approval of the Settlement, the request for attorneys' fees and expenses, 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 hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement. To submit a Claim Form, or for more information on how to request exclusion from the Class or file an objection, please call 1-999-999- 9999.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the other Released Parties (as defined in the Settlement Agreement) relating to the Released Claims (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

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QUESTIONS? VISIT www.PeopleNetBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.ForisDAXBIPASettlement.com, or you can call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2024 at XX am/pm**. The hearing is subject to being changed by the Court, including taking place remotely via videoconference, so please visit www.ForisDAXBIPASettlement.com for updates.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. With prejudice means that the case is dismissed permanently, it cannot be brought back to court, and the claims cannot be refiled. Both sides have agreed to the Settlement to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

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WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

James Simon
Simon Law Co.
11 ½ N. Franklin St.
Chagrin Falls, Ohio 44022
james@simonsayspay.com
Tel: 216-816-8696

Michael L. Fradin
8 N. Court St. 403
Athens, Ohio 45701
mike@fradinlaw.com
Tel: 847-986-5889

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.ForisDAXBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at **1-999-999-9999** or contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

Exhibit C

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CLAIM FORM

TO RECEIVE A MONETARY PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY _____, 2024.

IMPORTANT NOTE: You must complete and submit this Claim Form by [Date] to receive payment. To complete this Claim Form, read the instructions below in Step 1; truthfully provide the requested information in Step 2; sign the certification in Step 3; and submit the Claim Form using one of the methods stated in Step 4.

Each Settlement Class Member is entitled to submit only one Claim Form.

STEP 1 – DIRECTIONS

In the spaces below, print your (i) full name, (ii) mailing address, (iii) current contact e-mail address, (iv) contact telephone number, and (v) e-mail address used to create your Crypto.com account.

STEP 2 – CLAIMANT INFORMATION

Name: _____
(First) (Middle Initial) (Last)

Address: _____
(Street/Unit Number) (City, State) (Zip Code)

Email Address: _____

Telephone number: (____) ____ - ____

E-mail Address Used to Create Your Crypto.com Account:

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STEP 3 – CERTIFICATION

I hereby certify, under penalty of perjury, that:

Between August 1, 2018 and [preliminary approval], I created a Crypto.com account either as an Illinois resident or by using an Illinois identification or Illinois telephone number.

I certify that the above statement is true and correct and that this is the only Claim Form that I have submitted and will submit. I also understand, acknowledge and agree that I am eligible to submit only one Claim Form as part of this settlement. I understand that this Claim Form will be reviewed for authenticity and completeness and that, if my claim is validated, I may be contacted by the Settlement Administrator to provide additional information as necessary to process any payment due to me under the Settlement.

Signature

Date

STEP 4 – METHODS OF SUBMISSION

Please complete the Claim Form above and return it by one of the following methods:

1. Online by visiting www.ForisDAXBIPASettlement.com and completing an online Claim Form no later than midnight, U.S. Eastern Standard Time, on [Date]; OR
2. By emailing the completed Claim Form to claims@ForisDAXBIPASettlement.com no later than midnight, U.S. Eastern Time, on [Date]; OR
3. By mailing via U.S. mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than [Date], and addressed to:

Foris DAX BIPA Settlement
c/o Epiq Class Actions & Claims
Solutions
[Address]

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Exhibit D

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**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

[PROPOSED] 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

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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

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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.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure, constitutes the best notice practicable under the circumstances, and satisfies the requirements of Due Process and any other applicable law such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. 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.

10. 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.

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

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12. 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 _____, **2024**.

13. 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 _____, **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.

14. 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.

15. 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: _____, **2024**.

16. 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.

17. 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.

18. 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 _____, **2024**.

19. 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 _____, **2024**. Contact Information for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

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<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 ½ N. Franklin St. Chagrin Falls, Ohio 44022</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>

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. A hearing (the “Final Approval Hearing”) shall be held before the Court on _____, 2024 at ____: ____ 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;

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- (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.

26. 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.

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

28. 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.

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

- Notice to be completed by:** _____, 2024
- Fee and Expense Application:** _____, 2024
- Objection Deadline:** _____, 2024
- Exclusion Request Deadline:** _____, 2024
- Final Approval Submissions:** _____, 2024
- Claims Deadline:** _____, 2024

Final Approval Hearing: _____, 2024 at

IT IS SO ORDERED.

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ENTERED: _____

Hon. Allen Price Walker

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