

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiffs Amit Fatnani and Srinivas Guruzu (the “Plaintiffs” or “Settlement Class Representatives”), on behalf of themselves and the Settlement Class (as defined below), on one hand, and Mercury Technologies, Inc (“Mercury”), on the other hand (collectively the “Parties”).

### **RECITALS**

WHEREAS, the Settlement Class Representatives are the Plaintiffs in a putative class action in the United States District Court for the District of Oregon styled *Fatnani, et al. v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712 (the “Litigation”);

WHEREAS, the Complaint and Amended Complaints filed in the Litigation assert putative class action claims against Mercury and others for alleged violations of Oregon securities law, O.R.S. §§ 59.115, 59.135, and 59.137, and for allegedly aiding and abetting a breach of fiduciary duty arising out of an alleged Ponzi scheme where the alleged perpetrators were allegedly customers of Mercury;

WHEREAS, Mercury filed motions to dismiss the Second Amended Complaint on January 17, 2024 on multiple grounds, including that the Court lacks personal jurisdiction over Mercury on Plaintiff’s claims and that Plaintiff failed to state viable claims;

WHEREAS, Plaintiff opposed Mercury’s motions to dismiss;

WHEREAS, during the pendency of Mercury’s motions to dismiss, the Parties and their counsel conducted arms-length settlement negotiations;

WHEREAS, the Parties have each conducted an investigation of the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Litigation;

WHEREAS, Mercury denies that it engaged in any wrongdoing or that the claims asserted in the Complaint or Amended Complaints have merit, and continues to deny that the Court has personal jurisdiction over Mercury on Plaintiffs’ claims;

WHEREAS, the Parties have considered the uncertainties of trial and any possible appeals and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated with the continued prosecution and defense of this complex and time-consuming litigation and the possible appeals of any rulings in favor of either the Settlement Class Representatives or Mercury;

WHEREAS, the Parties now desire to resolve all claims of the Settlement Class Representatives and Settlement Class against Mercury that are asserted in the Litigation to avoid the uncertainty and expense of litigation;

WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist and expressly intend for this Agreement to supersede the previous Agreement entered into on August 6, 2024, which is now null and void:

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Mercury, themselves and through their undersigned counsel, agree to settle the Litigation, subject to Court approval, under the following terms and conditions.

### AGREEMENT

**1. DEFINITIONS.** Unless otherwise indicated or defined above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

**1.1. “Agreement”** means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.

**1.2. “Alleged Ponzi Scheme”** means the alleged fraudulent scheme referenced in the Complaint and Amended Complaint.

**1.3. “Alleged Ponzi Scheme Entities”** means Jafia, LLC; Rose City Income Fund; Rose City Income Fund II, LP; MySivana, LLC; Merosa, LLC; Seneca Ventures, LLC; and any other entities that played a similar role in the Alleged Ponzi Scheme.

**1.4. “Amended Complaint”** means the operative third amended class action complaint filed in the Litigation on August 30, 2024 (ECF No. 143).

**1.5. “Cash Payment”** means the amount to be paid to each Settlement Class Member who has not submitted a timely and valid Request for Exclusion as set forth in Section 4.7.1 of this Agreement.

**1.6. “Claims”** means any and all actual or potential claims, counterclaims, actions, causes of action, liabilities, joint and several liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), equitable or injunctive relief, costs, fees, attorneys’ fees, or penalties of any kind, regardless of whether asserted under law, equity, statute, ordinance, contract, constitution, or other source of law or obligation, whether class or individual, and whether known or unknown, suspected or unsuspected, or asserted or unasserted.

**1.7. “Complaint”** means the original putative class action complaint filed in the Litigation on May 15, 2023 (ECF No. 1).

**1.8. “Court”** means the United States District Court for the District of Oregon.

**1.9. “Effective Date”** means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, *and* (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with the Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment or any order entered in connection with the Judgment is taken and the Judgment and all orders entered in connection with the Judgment are not reversed in any way, the date on which the Judgment and all orders entered in connection with the Judgment are no longer subject to further direct appellate review.

**1.10. “Email Notice”** means the notice of the terms of the proposed Settlement that shall be provided to any Settlement Class Member for which the Settlement Administrator possesses that Settlement Class Member’s email address in the manner contemplated by Section 4.2.2 of this Agreement. The Email Notice shall be substantially in the form of **Exhibit E** attached hereto.

**1.11. “Exclusion/Objection Deadline”** means the date sixty (60) days after the Settlement Administrator first disseminates Notice pursuant to Section 4.2 of this Agreement, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.3 and 4.6 of this Agreement.

**1.12. “Mercury”** means Mercury Technologies, Inc.

**1.13. “Mercury Counsel”** means the law firms of Lewis & Llewellyn LLP and Mullins Law Office, LLC.

**1.14. “Final Approval Hearing”** means the hearing(s) to be held by the Court, at least 90 days after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered. If there are any delays in the dissemination of Notice to the Class, the Parties agree that they will request a later date for the Final Approval Hearing before the Notice goes out, to allow the notice and claims process to proceed as planned.

**1.15. “Final Approval Order”** means the order finally approving the Settlement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted by the Settlement Class Representatives against Mercury in the Litigation with prejudice. The Final Approval Order shall be substantially in the form of **Exhibit B** attached hereto, subject to such non-substantive modifications as the Court may direct.

**1.16. “Judgment”** means the Judgment to be entered by the Court. The Judgment shall be substantially in the form of **Exhibit C** attached hereto.

**1.17. “Litigation”** means the civil action styled *Fatnani et al. v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712, currently pending in the Court.

**1.18. “Notice”** means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement that shall be provided to Settlement Class Members in the manner contemplated by Sections 4.2.1, 4.2.2, and 4.2.3 of this Agreement. The Notice shall be substantially in the form of **Exhibit D** attached hereto.

**1.19. “Objector”** means a Settlement Class Member who objects to the Settlement pursuant to and consistent with the procedures laid out in Section 4.6 of this Agreement.

**1.20. “Order”** includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to Class Representatives Service Awards or any Settlement Class Counsel Attorneys’ Fees And Costs Award, and the Judgment.

**1.21. “Parties”** means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, and Mercury.

**1.22. “Preliminary Approval Order”** means the order finding that the Court will likely be able to approve this Agreement as fair, reasonable, and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certifying the Settlement Class for purposes of the settlement only; provisionally appointing the Settlement Class Representatives as the representatives for the Settlement Class for the purposes of settlement only; provisionally appointing Settlement Class Counsel as class counsel for the purposes of settlement only; staying further proceedings between the Parties in the Litigation and staying any litigation of the Released Claims by any member of the Settlement Class pending final settlement approval; authorizing the Notice and method of distributing the Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form of **Exhibit A** attached hereto, subject to such modifications and the Court may direct.

**1.23. “Receiver”** means James L. Kopecky, of Kopecky Schumacher Rosenberg LLC 120 N. LaSalle St., Suite 2000 Chicago, IL 60602, in his capacity as the Court-appointed Receiver for the Alleged Ponzi Scheme Entities.

**1.24. “Releases”** means the releases and covenants not to sue granted pursuant to Section 3.4 of this Agreement.

**1.25. “Released Claims”** means any and all Claims the Releasing Parties ever had, now have, or hereafter can, shall or may have, individually, representatively, derivatively, or in any other capacity, against the Released Parties, arising from or related in any way to the conduct alleged in this Litigation or the factual predicate of this Litigation, to the fullest extent allowed by law, from the beginning of time through the date of distribution of Notice to Settlement Class Members. Released Claims include, without limitation, any and all Claims arising out of or relating to the Alleged Ponzi Scheme or the Alleged Ponzi Scheme Entities.

**1.26. “Released Parties”** means Mercury Technologies, Inc. and each of its predecessors, successors (including without limitation acquirers of all or substantially all of its assets, stock, or other ownership interests), and assigns; the past, present, and future direct and indirect parents, subsidiaries, and affiliates of any of the foregoing; and the past, present, and future principals, trustees, partners, insurers, managers, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including without limitation acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

**1.27. “Releasing Parties”** means the Settlement Class Representatives, all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class as set forth in Section 4.3 of this Agreement, and any person or entity claiming by, for, on behalf of, or through them.

**1.28. “Request for Exclusion”** means the process by which persons within the Settlement Class definition may exclude themselves from the Settlement Class, as contemplated in Section 4.3 herein.

**1.29. “Settlement”** means the full and final resolution of the Litigation and related claims effectuated by this Agreement.

**1.30. “Settlement Administrator”** means or refers to Stretto, if approved by the Court in the Preliminary Approval Order, which shall perform the services contemplated by Section 2 of this Agreement and such other reasonable services to efficiently effectuate this Agreement as agreed to by both Settlement Class Counsel and Mercury or as approved by the Court.

**1.31. “Settlement Class Counsel”** means the law firms of OlsenDaines; Peiffer Wolf Carr Kane Conway & Wise, LLP; Silver Law Group; JurisLaw LLP; the Law Office of Peter M. Spett; and the Law Office of Kelly D. Jones.

**1.32. “Settlement Consideration”** means forty-five thousand dollars (\$45,000.00) that Mercury agrees to pay into the Settlement Fund.

**1.33. “Settlement Class”** means all individuals and entities that invested in the Alleged Ponzi Scheme and/or contributed funds to the Alleged Ponzi Scheme Entities.

**1.34. “Settlement Class Member”** means any person who is within the Settlement Class definition and who has not submitted a timely and valid Request for Exclusion pursuant to Section 4.3 herein.

**1.35. “Settlement Class Representatives”** and **“Plaintiffs”** mean Plaintiffs Amit Fatnani and Srinivas Guruzu.

**1.36. “Settlement Fund”** means a Qualified Settlement Fund for which Mercury will be a “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Settlement Administrator will be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

**1.37. “Settlement Website”** means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2.1 of this Agreement, and includes webpages or other information available via the website maintained by the Receiver in connection with his administration of the Alleged Ponzi Scheme Entities’ Receivership Estates, <https://rosecityfundreceivership.com/>.

## 2. SETTLEMENT ADMINISTRATION.

**2.1. Settlement Administrator.** The Settlement Administrator shall administer various aspects of the Settlement as described in the Agreement.

**2.2. Duties of Settlement Administrator.** The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include but are not limited to:

**2.2.1.** Serving notice as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, within ten (10) days after the filing of the motion for Preliminary Approval;

**2.2.2.** Securely maintaining all data provided to the Settlement Administrator in connection with this Settlement.

**2.2.3.** Providing Notice to Settlement Class Members as set forth in this Agreement or as otherwise directed by the Court;

**2.2.4.** Establishing and maintaining the Settlement Website, which shall bear a URL that is subject to the Parties’ approval, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

**2.2.5.** Responding to inquiries related to the Litigation and Settlement from Settlement Class Members;

**2.2.6.** Processing and determining the validity of any Requests for Exclusion by Settlement Class Members;

**2.2.7.** Providing, within one hundred and forty five (145) days after the Settlement Administrator first disseminates notice, a final report to Settlement Class Counsel and Mercury Counsel that summarizes the number of Requests for Exclusion received from Settlement Class Members during that period, the total number of Requests for Exclusion received to date, the names and addresses of all Settlement Class Members who made a Request for Exclusion, and any other pertinent information requested by Settlement Class Counsel or Mercury Counsel;

**2.2.8.** In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the Notice (including CAFA) and settlement administration provisions of this Agreement, and identifying any persons in the Settlement Class who submitted timely and valid Requests for Exclusion;

**2.2.9.** Processing and transmitting distributions from the Settlement Consideration as provided in this Agreement;

**2.2.10.** Paying out of the Settlement Consideration any invoices, expenses, taxes, fees, and other costs contemplated by this Agreement or required by law; and

**2.2.11.** Performing any other settlement administration-related functions reasonably necessary to efficiently effectuate this Agreement, with the consent of both Settlement Class Counsel and Mercury Counsel, or as approved or ordered by the Court.

**2.3. Confidentiality.** The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided in this Agreement, by Court order, or by written agreement of the Parties.

**2.4. Cooperation.** Mercury and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification of the Settlement Fund as a Qualified Settlement Fund, including the relation-back election within the meaning of Treasury Regulation § 1.468B-1(j).

**2.5. Payment of Notice And Settlement Administration Costs.** All notice and settlement administration costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid from the Settlement Fund, and shall not increase Mercury's monetary obligations under this Agreement.

### **3. SETTLEMENT TERMS.**

#### **3.1. Certification of the Settlement Class.**

**3.1.1.** Solely for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that the Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.33 of this Agreement; (ii) appoint Amit Fatnani and Srinivas Guruzu as Settlement Class Representatives to represent the Settlement Class; and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and Agreement.

**3.1.2.** It is expressly recognized and agreed that this stipulation as to the certification of the Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of or beyond enforcing the terms of this Agreement. By entering this Agreement, Mercury does not waive its right to challenge or contest the maintenance of any lawsuit against it as a class action or to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement, or waive its right to challenge whether the Court has personal jurisdiction over Mercury.

**3.1.3.** If the Effective Date of the Settlement does not occur for any reason, certification of the Settlement Class, and any Settlement Class Representatives appointment shall be deemed void and vacated; any preliminary or final order certifying a class for settlement purposes only shall be deemed void and vacated; nothing related to the Settlement or negotiations

shall be admissible in connection with a contested class certification motion, or otherwise, and each Party shall retain all of their respective rights as they existed prior to execution of this Agreement, including as to any unresolved motions to dismiss.

### **3.2. Settlement Consideration.**

**3.2.1.** In consideration for the complete and final settlement of the Litigation, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions herein, Mercury agrees to pay the Settlement Consideration of forty-five thousand dollars (\$45,000) into the Settlement Fund. In no event shall Mercury be required to pay any additional sums beyond the Settlement Consideration pursuant to this Agreement. Any payments to Settlement Class Members, any costs of notice or administration of the Settlement, any award of attorneys' fees, costs, expenses, or service awards made by the Court, and any other costs or expenses relating to this Settlement shall be paid (if approved by the Court) out of the Settlement Fund and shall not add to Mercury's payment obligations under this Agreement.

**3.2.2.** Within thirty (30) days after the Effective Date, Mercury shall transfer by wire into the Settlement Fund the Settlement Consideration. The Settlement Consideration will be paid by Mercury on a non-reversionary basis.

### **3.3. Attorneys' Fees and Costs.**

**3.3.1.** Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees, costs, and/or a service award. Any such motion must be filed at the time the Parties file the motion for preliminary approval of the Settlement, or, if filed after such motion, must be filed within 60 days of the filing of the motion for preliminary approval to allow for determination prior to or in connection with the Final Approval Hearing. Any such award shall be paid out of the Settlement Fund and shall not increase Mercury's payment obligations under this Agreement.

**3.3.2.** The Settlement shall not be conditioned on Court approval of any motion for an award of attorneys' fees, costs, or service award. If the Court denies any motion for attorneys' fees, costs, or service award, or if the Court awards less than the amount sought in such a motion, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties provided they are approved by the Court.

**3.3.3.** Settlement Class Counsel shall have the sole and absolute discretion to allocate attorneys' fees and costs among themselves. Mercury shall have no liability or other responsibility for allocation of any attorneys' fees, costs, or service fees awarded in connection with this Settlement.

### **3.4. Releases and Waivers of Rights.**

**3.4.1. Release by Releasing Parties.** Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims against Mercury that will occur upon approval of this Settlement, the Releasing Parties shall be deemed to have released and forever discharged the Released Parties from any and all Released Claims.



**3.4.2. Additional Releases and Representations by Settlement Class Representatives.** The Settlement Class Representatives further agree to generally release the Released Parties from any Claims arising out of or in any way relating to any acts or omissions by the Released Parties that occurred up to and including the date of the execution of this Agreement.

**3.4.3. Additional Representations by Settlement Class Counsel.** Settlement Class Counsel certify that, as of the date of the execution of this Agreement, they (i) do not currently represent any client besides the Settlement Class Representatives with claims against Mercury; (ii) are not aware of any other individual or entity with active claims against or intending to assert against Mercury; (iii) are not presently soliciting any client to assert any claims against Mercury; and (iv) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement.

**3.4.4. Waiver of Rights.** The Settlement Class Representatives and each Settlement Class Member fully understand that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, Mercury, and Mercury Counsel to be true, and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

**3.4.5.** As to the Released Claims only, upon entry of the Final Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any provisions similar to that provision, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY,” as well as any and all provisions, rights, and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or they know(s) or believe(s) to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of distribution of Notice, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.4.5 were separately bargained for and are a material element of this Agreement.

**3.4.6.** The scope of the Releases and Waivers in this Section 3.4 is a material term of this Settlement and Agreement.

#### 4. CLASS SETTLEMENT PROCEDURES.

**4.1. Preliminary Approval.** By September 13, 2024, or within seven days of the execution of this Agreement, whichever is later, Settlement Class Representatives and Settlement Class Counsel shall file with the Court a motion asking the Court to find that the Court will likely be able to approve this Agreement as fair, reasonable, and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certify the Settlement Class for purposes of the Settlement; provisionally appoint the Settlement Class Representatives as the representative for the Settlement Class; provisionally appoint Settlement Class Counsel as counsel for the Settlement Class; stay further proceedings between the Parties in the Litigation and any litigation of the Released Claims by any member of the Settlement Class; set the date and time of the Final Approval Hearing; and enter the Preliminary Approval Order substantially in the form of **Exhibit A** hereto. For purposes of Settlement only, Mercury will not oppose the certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(2), 23(b)(3), or 23(e) or entry of the Preliminary Approval Order. Entry of the Preliminary Approval Order substantially in the form set forth in **Exhibit A** is a material term of this Agreement.

**4.2. Settlement Class Notice.** Subject to Court approval, the Parties agree that as soon as practicable, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

**4.2.1.** Establishing a Settlement Website, which shall contain (i) a Notice in substantially the same form as **Exhibit D** in both downloadable PDF format and HTML format; (ii) a Contact Information page that includes the address and contact information for the Settlement Administrator, and addresses and telephone numbers for Settlement Class Counsel; (iii) a copy of the Agreement; and (iv) the signed Preliminary Approval Order, Settlement Class Counsel's motion for attorneys' fees, costs, and service award (after it is filed, if any), and other appropriate documents and/or information about the Settlement as agreed to by the Parties or ordered by the Court. The Settlement Website shall not include any advertising, and shall not bear or include Mercury's logo or trademarks. The Settlement Website shall be operational by no later than the day before the first day the Settlement Administrator sends Notice to any Settlement Class Member, and the Settlement Administrator shall maintain the Settlement Website until one year after the Effective Date or such later date as agreed to by the Parties.

**4.2.2.** Sending the Email Notice in substantially the same form as **Exhibit E** to any Settlement Class Member for which the Settlement Administrator possesses that Settlement Class Member's email address.

**4.2.3.** Establishing and maintaining a process through which Settlement Class Members may request a printed copy of the Notice, which the Settlement Administrator shall provide by first class mail.

**4.2.4.** Providing notice as may be required by the Class Action Fairness Act, 28 U.S.C. § 1715.

**4.2.5.** Court approval of the Notice program substantially as set forth in this Section 4.2 is a material term of this Agreement. No later than fourteen (14) days before the Final

Approval Hearing, the Settlement Administrator shall file (or provide to Settlement Class Counsel for filing) a declaration confirming that Notice has been implemented in accordance with this Agreement (including the CAFA notice) and providing a final list of persons who submitted timely and valid Requests for Exclusion.

**4.3. Requests for Exclusion.** The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than sixty (60) days after the Settlement Administrator first disseminates Notice. To be effective, the Request for Exclusion must include (a) the Settlement Class Member's full name and contact information (telephone number, email, and/or mailing address); (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) an unequivocal reference by name of the Litigation, *e.g.*, "*Fatnani, et al. v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid Request for Exclusion, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. Any person in the Settlement Class who submits a timely and valid Request for Exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel's motion for attorneys' fees costs, and service award. If a Settlement Class Member submits both a timely and valid Request for Exclusion and an objection, the Settlement Class Member shall be treated as if they had only submitted a Request for Exclusion. The Settlement Administrator shall provide copies of all timely and valid Requests for Exclusion to Settlement Class Counsel and Mercury Counsel. A list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.3 shall be attached to the Final Approval Order or otherwise recorded by the Court.

**4.4. Challenging Requests for Exclusion.** Mercury or Settlement Class Counsel may dispute any Request for Exclusion, including any attempt to request exclusion for a group or class, within thirty (30) days of the postmarking of the Request for Exclusion, or by the date of the Final Approval Hearing, whichever occurs later. Unless and until the dispute is overruled by the Court or withdrawn, disputed Requests for Exclusion shall not be considered validly executed.

**4.5. Mercury's Right to Terminate Based on Exclusions.** Mercury may terminate and rescind this Agreement and void the Settlement, at its own discretion (which shall not be subject to any challenge by Settlement Class Counsel, the Settlement Class Representatives, or any other Settlement Class Member), if more than 7.5% of Settlement Class Members submit valid and timely Requests for Exclusion. Mercury may exercise this right by mailing, within fourteen (14) days after receiving notice that more than 7.5% of Settlement Class Members have timely submitted valid Requests for Exclusion, written notice to Settlement Class Counsel that, pursuant to this Section 4.5, Mercury is terminating and rescinding this Agreement and voiding the Settlement *ab initio*.

**4.6. Objections.** The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement and/or to Settlement Class Counsel's motion for attorneys' fees, costs, or service award, only by complying with the objection provisions set forth in this Section 4.6 of this Agreement. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall have voluntarily waived their right to pursue any independent remedy against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than sixty (60) days after the Notice is first mailed. To be effective, an objection must (a) include an unequivocal reference to the case name and number of the Litigation, *e.g.*, "*Fatnani v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature or the signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented or counseled in any degree by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either personally or through counsel. To the extent any Settlement Class Member objects to the proposed Settlement and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorneys' fees, costs, and service award.

**4.7. Distribution of Cash Payments.**

**4.7.1.** Within thirty (30) days after the Effective Date, the Settlement Administrator shall deduct from the Settlement Fund any notice and settlement administration costs and pay any fee or service awards ordered by the Court and then, from the funds remaining in the Settlement Fund, make Cash Payments to Settlement Class Members who have not submitted timely and valid Requests for Exclusion as follows:

**4.7.1.1.** Each Settlement Class Member who has not submitted a timely and valid Request for Exclusion shall receive a *pro rata* share of the remaining Settlement Fund, divided proportionately according to their investment losses.

**4.7.2.** By default, Cash Payments shall be paid by check with an appropriate legend to indicate that the check is from the Settlement.

**4.7.3.** Checks mailed to Settlement Class Members who have not submitted timely and valid Requests for Exclusion shall be valid for one hundred eighty (180) days after issuance. The Settlement Administrator will make reasonable efforts to make contact with and/or locate the proper address for any intended recipient of a Cash Payment whose check is returned by the Postal Service as undeliverable, and will re-mail it to the updated address so long as the updated address is obtained before the expiration of the 180-day period. If a settlement check is not cashed within

the 180-day period, the Settlement Class Member shall not be entitled to any further payment under the Settlement. The amount of any settlement checks that are not cashed during this 180-day period shall be distributed in a manner mutually agreeable to the Parties, Settlement Class Counsel, and Mercury Counsel (for example, through a second distribution to Settlement Class Members who have not submitted timely and valid Requests for Exclusion if economically feasible, or through a *cy pres* distribution), subject to the approval of the Court. In no event shall any uncashed amounts after distribution revert to Mercury.

**4.7.4.** No deductions for taxes will be taken from any Cash Payment at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Cash Payments. Under no circumstance shall Mercury be held liable for any tax payments with respect to the Cash Payments. All Cash Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor Mercury Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

**4.8. Finality.** The Settlement shall become final and effective on the Effective Date.

## **5. FINAL JUDGMENT AND RELEASES.**

**5.1. Actions to Obtain Approval of this Agreement.** The Parties agree to use their best efforts to obtain approval of the Settlement and entry of the Orders contemplated herein, including without limitation certification of the Settlement Class and the entry of the Preliminary and Final Approval Orders, and shall do nothing inconsistent therewith.

**5.2. Final Approval Order and Judgment.** The Settlement is contingent on entry of a Final Approval Order approving the terms and conditions of this Agreement, and Judgment thereon. No earlier than ninety (90) days and no later than one hundred and sixty-five (165) days after the Settlement Administrator first distributes Notice to the Settlement Class, the Settlement Class Representatives and Settlement Class Counsel shall submit to the Court a motion for entry of a Final Approval Order substantially in the form of **Exhibit B** attached hereto.

**5.3. Effect of Agreement if Settlement Is Not Approved.** This Agreement is entered into only for the purpose of Settlement. In the event that certification of the Settlement Class, preliminary or final approval of the Settlement, or any other order necessary to effectuate this Settlement is denied, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in Section 3.4 herein, or to impose greater or lesser financial or other burdens on Mercury than those contemplated in this Settlement, then this Settlement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this Settlement and any settlement communications as evidence in the Litigation and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Litigation. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately before the execution of this Agreement, and the Litigation will resume without prejudice to any party, including as to any pending motion to dismiss. In the event of such

a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of any settlement class will not be urged or considered as a factor in any subsequent litigation over the certification of a litigation class or classes, and that no Claims have been released.

**5.4. Dismissal.** Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims by the Settlement Class Representatives and Settlement Class Members against Mercury in the Amended Complaint shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

## **6. ADDITIONAL PROVISIONS.**

**6.1. No Admission of Liability or Wrongdoing.** This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including Mercury, and shall not be offered or received in evidence or requested in discovery in this Litigation or any other litigation or proceeding as evidence of an admission or concession. Mercury has denied and continues to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Litigation. Mercury has asserted and continues to assert defenses thereto, and Mercury has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Complaint and Amended Complaint.

**6.2. Termination.** This Settlement may be terminated by either Plaintiff or Mercury by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Settlement Class Counsel and Mercury) after any of the following occurrences: (i) the Court rejects, materially modifies, or materially amends or changes the Settlement; (ii) the Court declines to enter without material change the material terms in the proposed Preliminary Approval Order or the Final Order and Judgment; (iii) an appellate court reverses the Final Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand; (iv) more than seven and a half percent (7.5%) of Settlement Class Members submit timely and valid Requests for Exclusion, as discussed in Sections 4.3 and 4.5 herein; or (v) the Effective Date does not occur.

**6.3. Public Statements and Non-Disparagement.** No press release or press communication concerning the Settlement shall be initiated by any Party or counsel. The Parties and their counsel may respond as appropriate to any Settlement Class Member inquiries and any media inquiries that they receive regarding the Settlement. In responding to any media inquiries, neither Party shall disparage the other Party in any such communications or public statements.

**6.4. Confidentiality.** It is agreed that until the filing of the Preliminary Approval Motion, the Settlement Agreement and its terms shall be confidential and shall not be disclosed to any person unless required by applicable disclosure laws, required to be disclosed to auditors or

attorneys, or agreed to by the Parties. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

**6.5. Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Parties' claims and defenses in the Litigation and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

**6.6. Stay and Bar of Other Proceedings.** Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses against each other otherwise available to them in the Litigation. No Settlement Class Member, either directly, on a representative basis, or in any other capacity, may commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

**6.7. Authorization.** Each person executing this Agreement on behalf of any Party hereto represents and warrants that such person has the authority to do so, subject to applicable court approval. Any person executing this Agreement on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties that such person is duly authorized by such corporation to execute this Agreement.

**6.8. Real Parties in Interest.** In executing this Agreement, Plaintiffs, on behalf of themselves and the Settlement Class, represent and warrant that, as far as they are aware, Settlement Class Members are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Litigation, and, except as provided herein, they are unaware of said claims or any part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

**6.9. Voluntary Agreement.** This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**6.10. Binding On Successors.** This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**6.11. Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

**6.12. Construction and Interpretation.** The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

**6.13. Continuing Jurisdiction.** The Parties to this Agreement stipulate that the Court shall retain continuing and exclusive jurisdiction over the implementation and enforcement of this Agreement.

**6.14. Merger and Integration.** This Agreement (including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement) constitutes the exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements between the Parties. This Agreement is entered without reliance on any promise or representation, written or oral, between the Parties or their counsel other than those expressly contained herein.

**6.15. Modifications and Amendments.** This Agreement may not be amended except by a writing signed by the Parties or a duly authorized representative of each of the Parties hereto and, where required, approval of the Court.

**6.16. Governing Law.** This Agreement shall be governed by and interpreted in accordance with federal law and the laws of the state of Tennessee without regard to any conflicts of laws principles.

**6.17. Headings.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

**6.18. Exhibits.** Exhibits to this Agreement constitute material and integral parts of this Agreement and are incorporated by reference herein.

**6.19. Effect of Weekends and Holidays.** If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.


**6.20. Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.


**6.21. Execution Date.** This Agreement shall be deemed executed on the last date of execution by all of the undersigned.

**6.22. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.



IN WITNESS WHEREOF, each of the signatories below has read and understood this Agreement, has executed it, and represents that they are authorized to execute the Agreement on behalf of any Party or Parties they represent, that Party or Parties having agreed to be bound by the terms and enter into this Agreement.

Agreed to by:

  
2024-09-25  
Amit Fatnani Amit "Vic" Fatnani Date  
For himself and as  
Settlement Class Representative


Signed by:  
  
9/23/2024  
6C1B41C705B543F  
Robert Gonzalez Date  
For Mercury Technologies, Inc.



 2024-09-25  9/23/2024  
 \_\_\_\_\_ Srinivas Guruzu Date Paul Llewellyn Date  
 Srinivas Guruzu For himself and as  
 Settlement Class Representative Counsel for Mercury Bank & Trust

 2024-09-25  
 \_\_\_\_\_ Daniel Centner Date  
 Daniel Centner Counsel for Settlement Class Representatives  
 and the Settlement Class

 2024-09-26  
 \_\_\_\_\_ Scott Silver Date  
 Scott Silver Counsel for Settlement Class Representatives  
 and the Settlement Class

 2024-09-26  
 \_\_\_\_\_ Michael Fuller Date  
 Michael Fuller Counsel for Settlement Class Representatives  
 and the Settlement Class


# Signature Certificate

Document name:  
**2024\_09-23 - Fatnani v. Mercury Settlement Agreement**

Unique document ID:  
**f7420a57-b2dc-4c70-bc69-3a247b7529d4**

Document fingerprint:  
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4bf65bc5c8fe7d64f8565c5947488eab64cd3cd25

## Signatories

 <p><b>Daniel Centner</b> Partner <b>Peiffer Wolf</b></p> <p>Email: dcentner@peifferwolf.com Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (desktop) IP number: 206.170.126.10</p>	<p>Trusted timestamp: 2024-09-25 18:34:47 UTC</p> 
 <p><b>Srinivas Guruzu</b> Srinivas Guruzu</p> <p>Email: srini3698@gmail.com Device: Safari 17.6 on iPhone iOS 17.6.1 (smartphone) IP number: 172.59.192.143</p>	<p>Trusted timestamp: 2024-09-25 18:46:07 UTC</p> 
 <p><b>Amit "Vic" Fatnani</b> Amit "Vic" Fatnani</p> <p>Email: afatnani@gmail.com Device: Chrome 129.0.0.0 on Unknown macOS 10.15.7 (desktop) IP number: 76.14.124.22</p>	<p>Trusted timestamp: 2024-09-25 21:28:49 UTC</p> 
 <p><b>Michael Fuller</b> Michael Fuller</p> <p>Email: michael@underdoglawyer.com Device: Chrome 128.0.0.0 on Unknown macOS 10.15.7 (desktop) IP number: 24.20.122.117</p>	<p>Trusted timestamp: 2024-09-26 15:43:54 UTC</p> 





**Scott Silver**

Email: [ssilver@silverlaw.com](mailto:ssilver@silverlaw.com)  
Device: Edge 126.0.2592.106 on iPhone iOS 17.7  
(smartphone)  
IP number: 166.199.97.3

Trusted timestamp:  
2024-09-26 21:28:44 UTC



This document was completed by all parties on:

2024-09-26 21:28:44 UTC



# Audit log

Trusted timestamp	Event with collected audit data
2024-09-26 21:28:44 UTC	Document was signed by Scott Silver (ssilver@silverlaw.com) Device: Edge 126.0.2592.106 on iPhone iOS 17.7 (smartphone) IP number: 166.199.97.3 - IP Location: Los Angeles, United States
2024-09-26 21:28:39 UTC	Document was verified via handwritten signature by Scott Silver (ssilver@silverlaw.com) Device: Edge 126.0.2592.106 on iPhone iOS 17.7 (smartphone) IP number: 166.199.97.3 - IP Location: Los Angeles, United States
2024-09-26 21:28:33 UTC	Document was reviewed by Scott Silver (ssilver@silverlaw.com) Device: Edge 126.0.2592.106 on iPhone iOS 17.7 (smartphone) IP number: 166.199.97.3 - IP Location: Los Angeles, United States
2024-09-26 21:27:55 UTC	Document was opened by Scott Silver (ssilver@silverlaw.com) Device: Edge 126.0.2592.106 on iPhone iOS 17.7 (smartphone) IP number: 166.199.97.3 - IP Location: Los Angeles, United States
2024-09-26 15:43:54 UTC	Document was signed by Michael Fuller (michael@underdoglawyer.com) Device: Chrome 128.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 24.20.122.117 - IP Location: Portland, United States
2024-09-26 15:43:49 UTC	Document was verified via handwritten signature by Michael Fuller (michael@underdoglawyer.com) Device: Chrome 128.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 24.20.122.117 - IP Location: Portland, United States
2024-09-26 15:42:38 UTC	Document was opened by Michael Fuller (michael@underdoglawyer.com) Device: Chrome 128.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 24.20.122.117 - IP Location: Portland, United States
2024-09-25 21:28:49 UTC	Document was signed by Amit "Vic" Fatnani (afatnani@gmail.com) Device: Chrome 129.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 76.14.124.22 - IP Location: Daly City, United States
2024-09-25 21:28:44 UTC	Document was verified via handwritten signature by Amit "Vic" Fatnani (afatnani@gmail.com) Device: Chrome 129.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 76.14.124.22 - IP Location: Daly City, United States
2024-09-25 21:28:15 UTC	Document was opened by Amit "Vic" Fatnani (afatnani@gmail.com) Device: Chrome 129.0.0.0 on Unknown macOS 10.15.7 (computer) IP number: 76.14.124.22 - IP Location: Daly City, United States
2024-09-25 18:46:07 UTC	Document was signed by Srinivas Guruzu (srini3698@gmail.com) Device: Safari 17.6 on iPhone iOS 17.6.1 (smartphone) IP number: 172.59.192.143 - IP Location: Dallas, United States
2024-09-25 18:46:01 UTC	Document was verified via handwritten signature by Srinivas Guruzu (srini3698@gmail.com) Device: Safari 17.6 on iPhone iOS 17.6.1 (smartphone) IP number: 172.59.192.143 - IP Location: Dallas, United States



2024-09-25 18:39:38 UTC Document was reviewed by Srinivas Guruzu (srini3698@gmail.com)  
Device: Safari 17.6 on iPhone iOS 17.6.1 (smartphone)  
IP number: 172.59.192.143 - IP Location: Dallas, United States

2024-09-25 18:37:24 UTC Document was opened by Srinivas Guruzu (srini3698@gmail.com)  
Device: Safari 17.6 on iPhone iOS 17.6.1 (smartphone)  
IP number: 172.59.192.143 - IP Location: Dallas, United States

2024-09-25 18:34:47 UTC Document was signed by Daniel Centner (dcentner@peifferwolf.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 206.170.126.10

2024-09-25 18:34:42 UTC Document was verified via handwritten signature by Daniel Centner (dcentner@peifferwolf.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 206.170.126.10

2024-09-25 18:34:09 UTC Document was opened by Daniel Centner (dcentner@peifferwolf.com)  
Device: Chrome 111.0.5563.146 on Unknown macOS 10.15.7 (computer)  
IP number: 100.24.129.5 - IP Location: Ashburn, United States

2024-09-25 18:33:43 UTC Document was sent to Michael Fuller (michael@underdoglawyer.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:33:41 UTC Document was sent to Scott Silver (ssilver@silverlaw.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:33:39 UTC Document was sent to Daniel Centner (dcentner@peifferwolf.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:33:36 UTC Document was sent to Srinivas Guruzu (srini3698@gmail.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:33:34 UTC Document was sent to Amit "Vic" Fatnani (afatnani@gmail.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:33:29 UTC Document was sealed by Melissa Mang (mmang@peifferwolf.com)  
Device: Chrome 129.0.0.0 on Unknown Windows 10.0 (computer)  
IP number: 184.74.16.52 - IP Location: Oswego, United States

2024-09-25 18:28:01 UTC Document was verified via handwritten signature by Melissa Mang (mmang@peifferwolf.com)  
Device: SFDC-Callout 61.0 on Unknown ()  
IP number: 52.37.187.105 - IP Location: Boardman, United States

2024-09-25 18:28:00 UTC Document was created by Melissa Mang (mmang@peifferwolf.com)  
Device: SFDC-Callout 61.0 on Unknown ()  
IP number: 52.37.187.105 - IP Location: Boardman, United States

