

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 28th day of August, 2023 (“Execution Date”) by Ryan Mitchell and Telecom Logic (the “Mitchell” or “Mitchell/Telecom Logic Defendants”), on the one hand, and Jason Botelho, Rudeimaia A. Calcano, Anthony Cellucci, Jose Manuel Cuevas, Karina G Ramirez Grazia, Orlando Guillon Llorente, Veronica Martinez, Jesus Alberto Matienzo, Frank Maximchuk, Lee Mwaura Njeri, Francisco Marino Olivares (together, the “TelexFree Plaintiffs”), on the other hand (the Mitchell/Telecom Logic Defendants and the TelexFree Plaintiffs are collectively referred to as “Parties” or, individually, each a “Party”).

PREAMBLE

WHEREAS, TelexFree Class Plaintiffs are currently prosecuting the above-entitled actions (herein, “MDL 2566 Action(s),” “Action(s)” or “TelexFree Litigation”) individually and as putative class representatives on behalf a class of victims of the TelexFree pyramid scheme (the “Pyramid Scheme”) against, among others, Ryan Mitchell and Telecom Logic.

WHEREAS, TelexFree Class Plaintiffs allege that they suffered ascertainable economic injury as a result of the Mitchell Defendants’ assistance and participation in the unlawful TelexFree Pyramid Scheme and including its related money laundering in violation of statutory and common law, as referenced in TelexFree Class Plaintiffs’ MDL 2566 Consolidated Amended Class Action Complaints (the “Complaints”) and the attachments to this Settlement Agreement;

WHEREAS, Ryan Mitchell and Telecom Logic served as TelexFree’s VoIP Communication Engineer and advisor from as early as 2008 through June 2014;

WHEREAS, TelexFree contracted with Telecom Logic and Ryan Mitchell and Telecom Logic maintained TelexFree’s VoIP program;

WHEREAS, since TelexFree's inception and until its bankruptcy in April 2014, Mitchell developed, adapted and serviced the software necessary to operate TelexFree's VoIP program;

WHEREAS, as a result of his work for and relationship with TelexFree Ryan Mitchell and Telecom Logic gained knowledge concerning TelexFree's operations, and those TelexFree did business with;

WHEREAS, TelexFree Ryan Mitchell and Telecom Logic have agreed to produce the electronic files they possess relating to TelexFree's operational systems;

WHEREAS, Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses, other than Telecom Logic, received no benefit from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Ryan Mitchell, individually and on behalf of all persons and entities that he has a beneficial interest in, has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses are not entitled to receive any future benefit from funds derived from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses have not secreted any funds derived from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses have no knowledge whatsoever of the location of funds derived from TelexFree's unlawful pyramid scheme or related business operations that were

secreted by others – other than that which has been seized by governmental authorities or the TelexFree Bankruptcy Trustee;

WHEREAS, each representation by Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest are material terms of the Settlement between the parties;

WHEREAS, Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that he has no insurance available to cover TelexFree Class Plaintiffs' claims and that neither he individually, through umbrella or other personal insurance of any type, or any of the Mitchell-owned entities involved with TelexFree have insurance policies. These representations are material terms of the Settlement between the parties.

WHEREAS, no payment or monies will be paid or owed by the Mitchell Defendants and the other released party unless it is later determined that they directly or indirectly have or will receive substantial income from TelexFree's unlawful pyramid scheme or business operations and secreted it or had insurance available. If the Mitchell Defendants and the other released party is found at some future date to have lied and to have directly or indirectly received non-disclosed substantial income or benefit from TelexFree's unlawful Pyramid scheme or related business operations, this agreement shall be null and void. If an insurance policy is later discovered to cover the claims released, Mitchell Defendants and the other released party shall make claim and assign their rights to that policy to the MDL 2566 Plaintiffs.

WHEREAS, Ryan Mitchell has agreed to provide TelexFree Class Plaintiffs with a full and complete disclosure of his assets and financials together with an affirmation that they are true, accurate and complete as represented;

WHEREAS, Ryan Mitchell individually and on behalf of all entities that he has a beneficial interest in has presented financials and sworn that his accounting of assets and interests

are truthful and complete;

WHEREAS, the parties agree that Ryan Mitchell's financials were relied upon as truthful and complete representations and, that the truthfulness and the completeness of the financials remain material terms to this Settlement Agreement;

WHEREAS, Ryan Mitchell is released on the condition that if he does not cooperate as defined herein, or if he is found to have directly or indirectly secreted assets in his name or in the name of another, this release shall be subject to revocation and the action against him shall be subject to being reinstated nunc pro tunc as provided herein;

WHEREAS, the failure of Ryan Mitchell or a Ryan Mitchell-affiliated person or entity to provide Full Cooperation as provided herein at all times shall be grounds for the Plaintiffs to seek to terminate the Settlement Agreement pursuant to the protocol described in Paragraph 16;

WHEREAS, the Mitchell Defendants swear to always tell the truth and to cooperate as provided herein and that both are terms material to this release;

WHEREAS, arm's-length settlement negotiations have taken place between Class Settlement Counsel (as defined below) and counsel for the Mitchell Defendants over an extended period of time and this Agreement has been reached as a result of those negotiations;

WHEREAS, TelexFree Class Plaintiffs have requested all information and documents related to the subject matter of the MDL 2566 Litigation and the Mitchell Defendants have agreed to provide, within 120 days of the execution of this agreement, all related information they possess relating to the conduct referred to in the Actions through cooperative interviews and truthful testimony and will also provide documents, without any hold back or claim of privilege, and will continue to cooperate on an ongoing basis as required by the needs of the litigation ("Full Cooperation" is also defined below);

WHEREAS, TelexFree Class Plaintiffs have concluded that resolving the claims against

the Mitchell Defendants according to the terms set forth herein is in the best interests of putative class of TelexFree Plaintiffs and that this agreement supercedes and subsumes all prior agreements;

WHEREAS, TelexFree Class Plaintiffs have investigated the facts and the law regarding the conduct alleged in the Actions and have concluded that resolving the claims against the Mitchell Defendants is in the best interests of TelexFree Plaintiffs Settlement Class because the value of the Full Cooperation and the payment of the \$25,000 out-of-pocket funds (“Full Cooperation”) that the Mitchell Defendants have agreed to provide pursuant to this Agreement exceeds the risk of further litigation and is otherwise fair, adequate, and serves the best interests of the Putative Class;

WHEREAS, the Mitchell Defendants, specifically without admitting any liability, have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Mitchell Defendants and Releasees with respect to the TelexFree Pyramid Scheme based on the allegations in the Actions, as more particularly set out below;

WHEREAS, the Full Cooperation that the Mitchell Defendants have agreed to provide to TelexFree Class Plaintiffs, if allowed by the Court, will aid TelexFree Class Plaintiffs, by reducing the substantial burden and expense in the ongoing prosecution of the Actions and also by providing cash settlement funds; and

WHEREAS, because of potential joint and several liability, the Action will continue against Defendants that are not Releasees (as defined below) and this Agreement with the Mitchell Defendants will not impair TelexFree Class Plaintiffs’ ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Actions.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Actions be settled, compromised, and dismissed with prejudice as to the Releasees, and except as hereinafter provided, without costs as to the TelexFree Class Plaintiffs, the Settlement Class, or the Mitchell Defendants, subject to the approval of the Court, on the following terms and conditions:

AGREEMENT

A. Definitions.

1. “Cooperation” and “Full Cooperation” refer to the provisions set forth in Paragraphs 14-35 and to the material representations made relating to Mitchell’s financials.

2. “Defendant(s),” for purposes of this Settlement Agreement, includes, but is not limited to, all Defendants named in the Fifth Consolidated Amended Complaint; all those entities and persons connected or related to TelexFree’s unlawful Pyramid Scheme as identified in good faith by the Mitchell Defendants or contained in their business records or personnel files; and the persons and entities identified in Attachments A and B

3. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include all foreign and English translations in the Mitchell Defendants’ custody, possession or control as well as those appearing in another language.

4. “Releasees” shall refer jointly and severally, individually and collectively to the Mitchell Defendants, their disclosed parents, subsidiaries, affiliates, divisions, predecessors and successors, their respective past and present officers, directors and employees,

insurers, and reinsurers. The term Releasees does not include any Defendant in the Actions other than Ryan Mitchell, Telecom Logic and the disclosed Mitchell entities.

5. “Releasers” shall refer jointly and severally, individually, and collectively to the TelexFree Plaintiffs and the Members of the Settlement Class, as well as their past, present, and future employees, officers, directors, incorporators, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, fiduciaries, partners, partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, members, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, consultants, brokers, dealers, lenders, attorneys, representatives, accountants, insurers, co-insurers, reinsurers, associates, and their related parties.

6. “Settlement Class” is defined as “all persons worldwide who submit to the jurisdiction of this Court who purchased TelexFree AdCentral or AdCentral Family packages and suffered a Net Loss during the period from January 1, 2012 to April 16, 2014. A “Net Loss” is defined as placing more funds into TelexFree than the total funds withdrawn from TelexFree.

7. “Settlement Class Counsel” shall refer to Interim Lead Counsel, Plaintiffs’ Counsel, and members of Plaintiffs’ Interim Executive Committee, and the following Class Counsel:

Robert J. Bonsignore, Esq.
Melanie Porter, Esq.
BONSIGNORE TRIAL LAWYERS, PLLC
3771 Meadowcrest Drive
Las Vegas, NV 892121
Telephone: 781-856-7650
Email: rbonsignore@classactions.us
Interim MDL 2566 Lead Counsel

Hon. Steven W. Rhodes (Ret.), Esq.
1610 Arborview Blvd.

Ann Arbor, MI 48103
rhodessw@comcast.net
James Wagstaffe, Esq.
WVBR LAW FIRM
100 Pine Street, Suite 2250
San Francisco, California 94111
Telephone: (415) 357-8900
Email: wagstaffe@wvbrlaw.com

J. Gerard Stranch, IV, Esq.
Michael Stewart, Esq.
Kyle C. Mallinak, Esq.
STRANCH, JENNINGS & GARVEY PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
Telephone: (615) 254-8801
Email: gstranch@stranchlaw.com
Email: mstewart@stranchlaw.com
Email: kmallinak@stranchlaw.com

Geoff Rushing, Esq.
R. Alexander Saveri, Esq.
SAVERI & SAVERI, INC.
706 Sansome Street
San Francisco, CA 94111
Telephone: 415-217-6810
Email: rick@saveri.com

D. Michael Noonan, Esq.
SHAHEEN & GORDAN, P.A.
140 Washington Street
P.O. Box 977
Dover, NH 03821
Telephone: 603-749-5000
Email: mnoonan@shaheengordan.com

Ronald A. Dardeno, Esq.
LAW OFFICES OF FRANK N. DARDENO
424 Broadway
Somerville, MA 02145
Telephone: 617-666-2600 Email:
rdardeno@dardeno.com

8. “Member” means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

9. Settlement Fund” refers to the funds paid by the Mitchell/Telecom Logic Defendants into the Escrow Account in connection with the Settlement Agreement.

10. “TelexFree” for purposes of this Settlement Agreement includes all TelexFree entities, agents, and affiliated entities and persons, including, but not limited to, John Merrill; Carlos Wanzeler; Katia Wanzeler; Above and Beyond the Limit, LLC; TelexFree, Inc.; TelexFree, LLC; TelexFree Financial, Inc.; TelexElectric, LLLP; Telex Mobile Holdings, Inc.; TelexFree International, LLC; TelexFree, Ltd.; Ympactus Comercial Ltda; P.L.I. TelexFree Rwanda, Ltd.; TelexFree LLC DBA TelexFree of Miami; JC Real Estate Management Company, LLC; JC Real Estate Investment Company, LLC; Above & Beyond the Limit, LLC; Cleaner Image USA, LLC; K&C Cleaning, Inc.; KC Realty State, LLC; CNW Realty State, LLC; Acceris Realty Estate, LLC; Sun Wind Energy Group, LLLP; Brazilian Help, Inc.; Common Cents Communications Inc.; Forever Diamond Realty, LLC; and Botafogo de Futebol e Regatas and those otherwise as identified in good faith by the TelexFree Plaintiffs or TD Bank or as contained in TD Bank’s business records or personnel files.

B. Settlement Payment

11. “Settlement Amount” means the Mitchell Defendants Settlement Amount as defined in paragraphs 11(a).

(a) The Mitchell Defendants shall pay a total of USD \$25,000 inclusive of all attorneys’ fees and court costs, (the “Mitchell Defendants Settlement Amount”) into the Escrow Account as described herein upon TelexFree Class Plaintiffs’ (“Putative Class”) filing of a motion for certification of a settlement class and the Court granting preliminary

approval of the Settlement Agreement (“Preliminary Approval”).

12. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, the Mitchell Defendants shall pay the “Settlement Amount” at the times and in the amounts set forth in Paragraph 11 of this Agreement into an escrow account to be administered in accordance with the provisions of Paragraph 13 of this Agreement (the “Escrow Account”). Nothing in this Paragraph shall relieve the Mitchell Defendants from their Cooperation obligations as specified in Paragraphs 14-35, which obligations shall survive the payment of any and all financial consideration by the Mitchell Defendants.

13. Escrow Account.

(a) An escrow account shall be maintained at the nationally chartered Eastern Bank (the “Escrow Account”). Such escrow shall be administered under the Court’s continuing supervision and control.

(b) All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the MDL 2566 Court and shall remain subject to the jurisdiction of that Court, until such time as they are distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) The funds in the Escrow Account may be used as provided herein for reasonable disbursements of expenses associated with providing notice of the settlement (“Class Notice” or “Notice”) to the Settlement Class and administrative (not legal) expenses for maintaining and administering the Settlement Fund, which may be paid without approval from the Court and shall not be refundable to the Mitchell Defendants in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective for any reason. To preserve the cash component assets and otherwise serve the best interests of the Putative class, and with the approval of the MDL 2566 Court, Notice for the settlement with the Mitchell Defendants shall be combined with Notice of settlement with any or all other defendants. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court. The Mitchell Defendants shall have no further obligation to pay costs of Notice or expense of maintaining and administering the Settlement Fund. Once the Court finally approves the Settlement Agreement the Mitchell Defendants shall have no say in the disposition of the Settlement Amount.

(e) The Escrow Account is intended by the Parties to be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Mitchell Defendants, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the Parties shall take all actions as may be necessary or appropriate to this end.

(f) At the direction of Settlement Class Counsel, with notice to the Mitchell

Defendants and without Court approval, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not final approval as defined in Paragraph 46 (“Final Approval”) has occurred. Except as set forth in this Paragraph, TelexFree Class Plaintiffs shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto, and neither the Releasees nor any Releasor nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

(g) If this Agreement does not receive Final Approval, including final approval of the Settlement Class as defined in Paragraphs 45(a) and 46, or if the Actions are not certified as class actions for settlement purposes, then amounts left in the Settlement Fund shall be returned to the Mitchell Defendants from the Escrow Account along with any interest accrued thereon as soon as reasonably practicable but no later than thirty (30) calendar days following the Mitchell Defendants’ request for same.

C. Agreement to Cooperate.

14. The Mitchell Defendants each agree to promptly, timely and fully provide Full Cooperation to TelexFree Class Plaintiffs as set forth below at their own expense except as specifically articulated within this Settlement Agreement.

15. “Cooperation Materials” means:

(a) As to the Mitchell Defendants: (i) any and all information relating to TelexFree and the conduct referred to in or related to MDL 2566; (ii) sworn Affidavit(s) relating to TelexFree and the conduct referred to in or related to MDL 2566; (iii) such follow up granular affidavits as are deemed necessary as the litigation progresses that will address the remaining defendants or issues including TelexFree’s unlawful pyramid scheme or related business including businesses that did business with them; (iv)

ongoing interviews and cooperation as required by the needs of the litigation; (v) an authorization to retrieve phone or electronic storage data; and (vi) all documents or other material or information possessed by or under the control of the Mitchell Defendants without a claim of privilege.

(b) The full cooperation of the Mitchell Defendants must be provided as needed during the litigation and a failure by Ryan Mitchell to fully cooperate shall constitute a material breach of the terms of this settlement agreement as to Ryan Mitchell and the Mitchell Defendants and trigger the provisions of Paragraph 16; and

(c) After the Settlement Agreement is approved by the court, Plaintiffs will assume responsibility for all reasonable travel costs associated with Ryan Mitchell's and the Mitchell Defendants' cooperation.

(d) If third parties file claims against the Mitchell Defendants, Plaintiffs will allow the Mitchell Defendants access to material provided by that party during discovery within 90 days.

16. The prompt, timely and full provision of Full Cooperation and the Cooperation Materials are material terms to this Agreement. If the Plaintiffs take the position that a Mitchell Defendant is not cooperating as required under the terms of this Agreement (including but not limited to the withholding of any non-privileged materials, witnesses or information that is required to be provided by the Mitchell Defendants under this Agreement), the Plaintiffs shall provide the non-cooperating Mitchell Defendant(s) with notice of the non-cooperation and a reasonable period to cure of no less than fifteen (15) days. If a Mitchell Defendant fails to cure within 15 days, or to commit that the cure will be complete within (30) days from the date of the notice of non-cooperation notice, the Plaintiffs shall be entitled to request that the Court make a determination whether or not that Mitchell Defendant has failed to adhere to the terms of this

Agreement. Upon a finding by the Court that a Mitchell Defendant has failed to adhere to a material term of the Settlement Agreement after the aforementioned proper notice and an opportunity to cure, the Plaintiffs shall have the right to request that the Court terminate this Settlement Agreement as to the Mitchell Defendants and authorize Plaintiffs to proceed to pursue the full extent of damages against said Mitchell Defendants nunc pro tunc.

17. Full Cooperation is used in accordance with its common meaning and usage and includes, but is not limited to, complying with each obligation described herein in its entirety and providing all records, documents and information and known facts, written or otherwise, that are required to be provided by Mitchell Defendants under this Agreement.

18. The timely provision of full, complete, accurate and truthful information, evidence, and responses are material terms and conditions.

19. Full Cooperation includes the prompt, timely and full production of relevant documents.

20. Relevant Documents shall include all English translations, to the extent they exist. To the extent that electronic documents exist, the Mitchell Defendants shall cooperate with Plaintiffs' efforts to extract the data including metadata from the Mitchells Defendants' and the other released Defendants' electronic devices. The Plaintiffs' shall carry the related costs of extracting the data. The Mitchells Defendants' and the other released Defendants' shall make their electronic devices available to Plaintiffs and their Vendor. Plaintiffs and their Vendor shall restrict the use the data and documents retrieved from the Plaintiffs and their Vendor from the Mitchells Defendants' and the other released Defendants' to this litigation.

21. The Mitchell Defendants have agreed to complete document dumps of all files related to the Mitchell Defendants' relationship with TelexFree from inception to date and continuing that are required to be provided by them under this Agreement. These transmittals

shall not waive the Mitchell Defendant's attorney-client privilege with regard to counsel in the MDL 2566 Action(s).

22. Each Mitchell Defendant shall provide Full Cooperation with TelexFree Class Plaintiffs in discovery in the TelexFree Litigation as follows:

(a) Except as already provided to TelexFree Class Plaintiffs, the Mitchell Defendants will produce within one hundred and twenty (120) days of the execution of this Settlement Agreement and Court approval of the Protective Order all Documents as set forth herein in their respective possession, custody or control that were created or that otherwise came into their possession as of the date of inception relating to the allegations and claims in the TelexFree Litigation [which may include documents relating to the persons and entities identified in Attachments A, B and C].

(b) The Documents shall include, but not be limited to, all such Documents that the Mitchell Defendants have produced to the Chapter 11 Trustee for TelexFree or in response to any subpoena issued by any governmental or investigatory agency related to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them. Additionally, the Mitchell Defendants will produce within one hundred and twenty (120) days of the execution of this Settlement Agreement and Court approval of the Protective Order all Documents as set forth herein in their respective possession, custody or control that were created or that otherwise came into their possession as of January 1, 2010 through to this date, all exchanges with any and all Defendants including their counsel or persons not named but otherwise involved in TelexFree's unlawful pyramid scheme or related business including businesses that did business with them but not named. To the extent that the formal discovery may involve confidential information concerning customers of the Mitchell Defendants, the Mitchell

Defendants may move for an appropriate protective order before providing the formal discovery. The formal discovery will be scheduled for a mutually agreeable time and location, which may be after preliminary court approval.

(c) The Mitchell Defendants submit as part of this Settlement Agreement that the documents they produce, were business records and (i) each record was made and kept in the course of regularly conducted business activity; (ii) each record is one that is routinely made and kept in the course of business, in the business's usual practice; (iii) each record was made at or near the time of the event that it records; and (iv) each record was made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

(d) The Mitchell Defendants' Cooperation obligations shall include, but are not limited to, the following:

(e) Ryan Mitchell will make himself available in the presence of counsel, for formal or informal interviews;

(f) Mitchell will also provide a more comprehensive affidavit(s) to TelexFree Class Plaintiffs' counsel, concerning the interaction of persons and entities as relates to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them including but not limited to the persons and entities identified in Attachments A, B and C.

(g) Failure to cooperate hereunder prior to the hearing on Final Approval of the Settlement Agreement will constitute the basis for Plaintiffs to request that the Court terminate this Settlement Agreement against all Mitchell Defendants.

(h) The discovery of untruthfulness will constitute the basis for Plaintiffs to request that the Court terminate this Settlement Agreement against all Mitchell

Defendants.

(i) In the event that the Court enters an Order terminating the Settlement Agreement as to the Mitchell Defendants prior to Preliminary Approval, the Mitchell Defendants shall not be required to make any portion of the Mitchell Defendants' Settlement Payment hereunder and this Settlement Agreement shall be deemed null and void as to the Mitchell Defendants.

(j) Following execution of the Settlement Agreement and court approval of the Protective Order, Mitchell will provide informal discovery concerning any involvement of any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations and claims referenced in the TelexFree Litigation to counsel for the Plaintiffs. The Mitchell informal discovery shall be used only in the TelexFree Litigation.

(k) To the extent that the informal discovery may involve confidential information concerning customers of the Mitchell Defendants, all such information may be coded to protect the interests of those customers.

23. All interviews may be conducted by ZOOM meeting or some other such provider.

24. The Protective Order shall be filed by TelexFree Class Plaintiffs' Counsel with the consent of the Mitchell Defendants' counsel, in the form attached hereto as Attachment E.

(a) The Protective Order will include a procedure by which, prior to disclosure to the Court, other parties in the TelexFree Litigation, or anyone else other than Plaintiffs' attorneys or experts employed by TelexFree Class Plaintiffs' Counsel or another Mitchell Defendant, Plaintiffs' counsel shall identify to a Mitchell Defendant all documents produced or provided by such Mitchell Defendant that they intend to file in Court or to disclose to anyone other than the persons allowed access by the Protective Order. The

Mitchell Defendant who is the subject of a document deemed to disclose personal, confidential and/or privileged information to them shall then have a reasonable period of twenty (20) business days to identify protected personal, confidential and/or privileged information that must be redacted or removed by TelexFree Class Plaintiffs from the documents before the contents of the documents can be used in any way in the TelexFree Litigation or in any other way or that may be filed but only under seal. This requirement shall not relieve Plaintiffs of their own obligation to redact SSNs, protected personal information and full credit card numbers before producing or filing the same.

(b) Pursuant to the above procedure, in the event that the relevant Parties are unable to reach agreement on a document or witness related matter, the producing Mitchell Defendant shall file a motion for a Protective Order within fifteen (15) business days of Plaintiffs' notifying that Mitchell Defendant that they wish to make use of a document or witness to which such Mitchell Defendant objects. The parties shall simultaneously request that the Court refer this dispute to Magistrate Judge Hennessey for resolution within 30 days of the filing of the Motion for Protective Order.

(c) TelexFree Class Plaintiffs shall comply with the terms of such a Protective Order in filing any documents received from the Mitchell Defendants in the ongoing TelexFree Litigation and in discovery therein.

(d) Any documents previously produced by the Mitchell Defendants to Plaintiffs in connection with this Settlement Agreement or the negotiation of the settlement described herein shall be treated as "Confidential" pursuant to such a Protective Order.

25. Plaintiffs shall be entitled to depose any Mitchell Defendant witness who appears for an informal interview pursuant to Paragraphs 22(b) and 23 above and 26, 27 and 28 below, or who is later identified as possessing evidence unique or personal to them alone for the purpose

of preserving that witness's testimony for trial; provided, however, such a deposition shall be in the city and state of the witness's residence and otherwise conducted pursuant to the Federal Rules of Civil Procedure. It is understood that any such witness will testify as to their best current recollection.

26. At the request of TelexFree Class Plaintiffs' Counsel, the Mitchell Defendants will provide one or more witnesses who are competent to testify and who can sign affidavits, upon personal knowledge, regarding Cooperation Materials and other informal or formal discovery responses, for the purpose of signing affidavits in connection with motion practice by Plaintiffs' counsel. It is understood that any such witness will testify as to their best current recollection.

27. As Plaintiffs' counsel deems it necessary to have the Mitchell Defendants authenticate one or more documents for admission at trial, they shall identify those documents to the Mitchell Defendants' counsel and the Mitchell Defendants shall proffer one or more competent witnesses to appear at a deposition or to otherwise support the admission of the identified documents at trial. It is understood that any such witness will testify as to their best current recollection.

28. The Mitchell Defendants agree to provide one or more witnesses who have personal knowledge of admissible evidence to appear at trial. It is understood that any such witness will testify as to their best current recollection.

29. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. The Mitchell Defendants have not entered into any Joint Defense Agreement in this matter. All exchanges relating to the execution of this settlement agreement including proffers and meetings between counsel for the Parties were expressly carried out as such and are entitled to the protections of FRE 408. Neither party shall disclose the contents of those discussions, proffers, and exchanges of documents with any person or entity for any

reason ever. The Settlement Class Counsel will be provided with correspondence from and to all non-Mitchell Defendants relating to the TelexFree Litigation, excepting therefrom any such correspondence subject to a joint defense privilege, and be invited to participate in any and all communications of whatever nature including informal attorney proffers, witness interviews, and depositions provided by Mitchell Defendants to any non-Mitchell Defendant as related to the subject matter of the Litigation and TelexFree's Pyramid Scheme and money laundering. Should an impromptu communication take place it is the affirmative obligation of the Mitchell Defendants to immediately terminate it and provide a full disclosure to Plaintiffs' Counsel. Failure of any term within the agreement shall be considered a material breach.

30. From and after the date of this Settlement Agreement, the Mitchell Defendants will provide notice to, and a copy of, any correspondence, interview notice, deposition notice, or subpoena issued by another Defendant and all formal or informal written communication(s) relating to the TelexFree Litigation they receive from another Defendant. The notice and such copies shall be promptly provided upon receipt (to the extent any Mitchell Defendants is aware of such deposition notice or subpoena upon receipt of same). The Mitchell Defendants will provide notice to Plaintiffs' Lead counsel, or his designee, of any oral communication together with a summary of same within 48 hours.

31. Any statements made by the Mitchell Defendants' or their counsel in connection with and/or as part of this settlement shall be governed by Federal Rule of Evidence 408.

32. The obligation of each Mitchell Defendant to provide Cooperation includes providing ongoing assistance, to the extent known by the Mitchell Defendants, to TelexFree Class Plaintiffs to understand any transactional sales and cost data produced and concerning any involvement of any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations

and claims referenced in the TelexFree Litigation to TelexFree Class Plaintiffs by the Mitchell Defendants during the interviews conducted pursuant to this Agreement, and this assistance shall not be affected by the terms of the Release set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the Mitchell Defendants' obligations to provide Full Cooperation under this Agreement shall continue as reasonably necessary to understand any transactional sales and cost data or until otherwise ordered by the Court, or the date that final judgment has been entered in the Action against the last Defendant. This obligation is subject to the time and scope limitations set forth in the Agreement.

33. Other than to enforce the terms of this Agreement, neither the Mitchell Defendants nor TelexFree Class Plaintiffs shall file motions against the other in this Action during the pendency of the Agreement.

34. Notwithstanding the Parties' agreement to inform the Court of the fact of this settlement, the Mitchell Defendants and TelexFree Class Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until it is submitted to the Court.

35. The Mitchell Defendants shall use all best efforts to cooperate under the terms of this Agreement. If a Mitchell Defendant, or any current or former employee, officer, director or agent of a Mitchell Defendant fails to cooperate under the terms of this Agreement, and that failure continues after specific notice and a reasonable opportunity to cure of no less than fifteen (15) but no more than thirty (30) days, Settlement Class Counsel shall move for termination under Paragraph 16 of this Settlement Agreement or move for an Order from the Court compelling such cooperation. The non-cooperating witness shall bear all related costs and expenses including attorney fees and costs approved by the Court.

D. Release, Discharge, and Covenant Not to Sue.

36. Except as specified in Paragraphs 16, 24, and 33 above and in addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 46 of this Agreement, and in consideration of payment of the Settlement Amount and Cooperation, as specified in Paragraphs 11 and 14 -35, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature that Releasers, or each of them, ever had, now have, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating to TelexFree, including without limitation (a) any conduct alleged in the Complaints, (b) any act or omission of the Releasees (or any of them) alleged in the Complaints concerning the conduct of the Mitchell Defendants as relates to the TelexFree Pyramid Scheme, or (c) any conduct alleged and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Actions (the “Released Claims”).

37. Releasers shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless (i) the Agreement is, for any reason, not finally approved or is rescinded or otherwise fails to become effective or (ii) if the Mitchell Defendants are found by the MDL 2566 Court to have withheld Cooperation or to have not fully cooperated or to have materially breached the terms of this Settlement Agreement, including being untruthful.

38. In exchange for the release, the Mitchell Defendants shall pay money as set forth herein and provide Full Cooperation to the TelexFree Class Plaintiffs as set forth herein, both of

which are considered material terms.

39. In addition to the provisions of Paragraphs 36 and 37 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims and upon this Agreement becoming final, all provisions, rights, and benefits, conferred by § 1542 of the California Civil Code, which states:

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.

Releasors further expressly waive and release, with respect to the Released Claims and upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

E. Approval of this Agreement and Dismissal of Claims against the Mitchell Defendants.

40. TelexFree Class Plaintiffs and the Mitchell Defendants shall use their best efforts to effectuate this Agreement, including cooperatively seeking the Court's approval for the establishment of procedures including the giving of class notice under Federal Rules of Civil Procedure 23(e) electronically to secure the complete and final dismissal with prejudice of the Actions as to the Releasees only.

41. As soon as practicable after the execution of this Agreement, TelexFree Class Plaintiffs and the Mitchell Defendants shall inform the Court that TelexFree Class Plaintiffs and the Mitchell Defendants have finalized an agreement to settle the Actions and that all actions pertaining to the Mitchell Defendants should be stayed.

42. As promptly as possible the TelexFree Class Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement. The Motion shall include the proposed

form of an order preliminarily approving this Agreement, and proposed form of the electronic notice. No less than five (5) business days before filing, TelexFree Class Plaintiffs have submitted a draft of the Motion to the Mitchell Defendants for approval consistent with the terms of this Settlement Agreement, which shall not be unreasonably withheld.

43. Following receipt of the approval order, TelexFree Class Plaintiffs shall seek authorization to electronically disseminate notice of the proposed settlement to the Settlement Class (the "Notice Motion").

44. TelexFree Class Plaintiffs shall seek, and the Mitchell Defendants will not object unreasonably, the entry of an order and final judgment, the text of which TelexFree Class Plaintiffs and the Mitchell Defendants shall mutually agree.

45. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions:

(a) Certification of the Settlement Class described in Paragraph 6 of this Agreement, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement;

(b) As to the Actions, final approval of this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and direction of its consummation according to its terms;

(c) As to Class Notice, approval of electronic notice as satisfying the requirements of Rule 23 because it is the "best notice that is practicable under the circumstances." The sole use of Electronic Notice, without publication in printed materials, is a material term of this agreement. The parties have taken into account TelexFree was an e-based operation.

(d) That Massachusetts law, including the provisions of M.G.L.A. 231B, §4 which bars contribution actions against joint tortfeasors who settle in good faith, without regard to the principles of conflicts of law, shall govern the enforcement and interpretation of the final judgment and any other claims arising under or in any way related to the TelexFree Pyramid Scheme;

(e) As to the Mitchell Defendants a directive that the Actions be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(f) Reservation of exclusive jurisdiction to the United States District Court for the District of Massachusetts over the settlement and this Agreement, including the administration and consummation of this settlement, as well as over the Mitchell Defendants for the duration of their provision of Cooperation pursuant to this Agreement;

(g) Determination under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and a directive that the judgment of dismissal as to the Mitchell Defendants shall be final; and

(h) The terms of this Agreement shall remain binding on the parties following dismissal and that this court shall retain continuing jurisdiction.

46. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a separate and final judgment dismissing the Mitchell Defendants from the above-captioned Actions with prejudice as to all Settlement Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a separate and final judgment as to the Mitchell Defendants described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to the Mitchell Defendants has

been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

47. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be considered in determining the above-stated times. On the date that TelexFree Class Plaintiffs and the Mitchell Defendants have executed this Agreement, TelexFree Class Plaintiffs and the Mitchell Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 16, 49 or 57 of this Agreement.

F. Exclusions

48. Within thirty (30) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel shall cause copies of requests for exclusion from the Settlement Class to be provided to counsel for the Mitchell Defendants and placed on file. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, the Mitchell Defendants reserve all their legal rights and defenses.

49. If three hundred (300) or more potential members of the Settlement Class or any number of potential members of the Settlement Class alleging a Net Loss of two million-five hundred thousand dollars (\$2,500,000.00) or more opt out of the settlement with TD Bank, then TD Bank shall have the option, in its sole and absolute discretion, to declare that the Agreement is null and void. TD Bank shall be deemed to waive its right to declare this Agreement null and void if it fails to notify the TelexFree Plaintiffs' counsel of such an election within fourteen (14) days of receiving notice that three hundred (300) or more potential members of the Settlement Class or any number of potential members of the Settlement Class alleging a Net Loss of two million-five hundred thousand dollars (\$2,500,000.00) or more have opted out.

G. Electronic Notice to The Class

50. It is agreed to by the Parties that electronic notice is the best possible method of notice to this unique class. The use of electronic notice only, rather than mail or publication is a material term to this Settlement Agreement, and should the Court not approve this term the parties have the right to terminate the agreement subject to Paragraph 53 below which provides a period during which they shall be afforded the option of presenting the Court with an alternative form of Notice.

51. The Mitchell Defendants shall not be liable for any of the Plaintiffs' costs or expenses of the litigation of the Actions, including attorneys' fees, fees and expenses of expert witnesses and consultants, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs.

52. If Settlement Class Counsel enter into any other settlements on behalf of a class of TelexFree Class Plaintiffs in the MDL 2566 Litigation after the Execution Date, but before notice of this Agreement is given to the Settlement Class, Settlement Class Counsel shall use reasonable efforts to provide a single notice to prospective Settlement Class members of all such settlements.

53. If the Court does not approve electronic notice as the sole notice to the class, the Parties shall have the option of formulating and agreeing to propose to the Court a mutually agreeable alternative notice program within 14 days.

H. The Settlement Fund.

54. Releasors shall look solely to the Settlement Fund and Full Cooperation for satisfaction against the Releasees of all Released Claims and shall have no other recovery against the Mitchell Defendants or any Releasee.

55. After this Agreement becomes final within the meaning of Paragraph 46, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate

time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, except for the provisions set forth in Paragraphs 15(c), 35, and 51 of this Agreement.

I. Settlement Class Counsel's Attorneys' Fees, Payment of Costs and Expenses, and Incentive Awards for Class Representatives.

56. Subject to Court approval, TelexFree Class Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees after this Agreement becomes final within the meaning of Paragraph 46. Incentive awards to any of the TelexFree Class Plaintiffs named above, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund.

J. Rescission If this Agreement Is Not Approved or Final Judgment Is Not Entered.

57. If the Court refuses to approve this Agreement or any material term herein or if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraphs 45 and 46 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then the Mitchell Defendants and TelexFree Class Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety except as to the discovery obligations of Mitchell.

58. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraphs 16, 49 or 58. A modification or reversal on appeal of any amount of

Settlement Class Counsel's fees or costs and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

59. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraphs 16, 49 or 57, then this Agreement shall be of no force or effect, and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to the Mitchell Defendants. The Mitchell Defendants expressly reserve all their rights and defenses if this Agreement does not become final.

K. Miscellaneous.

60. Nothing in this Agreement shall prevent the TelexFree Class Plaintiffs from using Cooperation Materials produced pursuant to this Agreement against any other Defendant for any purpose in the MDL-2566 Litigation as long as the advance notice provisions in this Settlement Agreement and the Protective Order are complied with.

61. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for the payment of the Settlement Amount and Cooperation by the Mitchell Defendants.

62. TelexFree Plaintiffs' Counsel shall determine in good faith all materials reasonably required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). The Mitchell Defendants will provide all such materials reasonably requested by Plaintiffs' counsel and Plaintiff's counsel will prepare all notices required under CAFA. Defendants shall mail the CAFA notices. No part of this clause shall violate the express terms of CAFA or its interpretive cases.

63. This Agreement does not settle or compromise any claim by TelexFree Class

Plaintiffs, or any other Settlement Class Member asserted in the Complaints or, if amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by TelexFree Class Plaintiffs and the Settlement Class.

64. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees for their involvement with TelexFree and others' alleged illegal conduct, are specifically reserved by TelexFree Class Plaintiffs and Settlement Class Members.

65. Mitchell Defendants' alleged involvement with TelexFree and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Actions as a potential basis for liability and damage claims against non-Mitchell Defendants and shall be part of any joint and several liability claims against other current or future Defendants in the Actions or other persons or entities other than the Releasees.

66. The United States District Court for the District of Massachusetts shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by TelexFree Class Plaintiffs and the Mitchell Defendants.

67. Nothing shall prohibit the parties from mutually agreeing to have disputes arising under this Agreement submitted to binding arbitration.

68. All persons and entities making claims under this Settlement Agreement shall be deemed to submit to the jurisdiction of the MDL 2655 Court.

69. This Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of laws principles. With the exception of the limitations set forth in Paragraphs 23, 29, and 31 of

this Agreement, the Mitchell Defendants will not object to complying with any of the other provisions set forth in this Agreement on the basis of jurisdiction.

70. This Agreement constitutes the entire, complete and integrated agreement among TelexFree Class Plaintiffs and the Mitchell Defendants pertaining to the settlement of the Actions against the Mitchell Defendants, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between TelexFree Class Plaintiffs and the Mitchell Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by TelexFree Class Plaintiffs and the Mitchell Defendants and approved by the Court.

71. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of TelexFree Class Plaintiffs and the Mitchell Defendants. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by TelexFree Class Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members, Releasers and Releasees. The Releasees (other than the Mitchell Defendants which are parties hereto) are third-party beneficiaries of this Agreement who are bound by this agreement and are otherwise authorized to enforce its terms applicable to them.

72. This Agreement may be executed in counterparts by TelexFree Class Plaintiffs and the Mitchell Defendants, and a facsimile or imaged signature shall be deemed an original signature for purposes of executing this Agreement.

73. Neither TelexFree Class Plaintiffs nor the Mitchell Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

74. Where this Agreement requires either party to provide notice or any other

communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that no notice of rejection or non-delivery of email is received), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

75. Each of the undersigned attorneys represents that he or she is fully authorized to enter the terms and conditions of, and to execute, this Agreement.

Dated: August 28, 2023

THE REPRESENTATIVE PARTIES AGREE TO THE ABOVE TERMS AND CONDITIONS.

MITCHELL



Ryan Mitchell

TELEXFREE CLASS PLAINTIFFS

By their attorneys



Robert J. Bonsignore
MDL 2566 Interim Lead Counsel

Robert J. Bonsignore, Esq.
Melanie Porter, Esq.
Bonsignore Trial Lawyers, PLLC
3771 Meadowcrest Drive
Las Vegas, NV 892121
Telephone: 781-856-7650
Email: rbonsignore@classactions.us
Interim MDL 2566 Lead Counsel

Hon. Steven W. Rhodes (Ret.), Esq.
1610 Arborview Blvd.
Ann Arbor, MI 48103
rhodessw@comcast.net

James Wagstaffe, Esq.
WVBR LAW FIRM
100 Pine Street, Suite 2250
San Francisco, California 94111
Telephone: (415) 357-8900
Email: wagstaffe@wvbrlaw.com

J. Gerard Stranch, IV, Esq.
Michael Stewart, Esq.
Kyle C. Mallinak, Esq.
STRANCH, JENNINGS & GARVEY PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
Telephone: (615) 254-8801
Email: gstranch@stranchlaw.com
Email: mstewart@stranchlaw.com
Email: kmallinak@stranchlaw.com

Geoff Rushing, Esq.
R. Alexander Saveri, Esq.
Saveri & Saveri, Inc.
706 Sansome Street
San Francisco, CA 94111
Telephone: 415-217-6810
Email: rick@saveri.com

D. Michael Noonan, Esq.
Shaheen & Gordan, P.A.
140 Washington Street
P.O. Box 977
Dover, NH 03821
Telephone: 603-749-5000
Email: mnoonan@shaheengordan.com

Ronald A. Dardeno, Esq.
Law Offices of Frank N. Dardeno
424 Broadway
Somerville, MA 02145
Telephone: 617-666-2600
Email: rdardeno@dardeno.com

ATTACHMENT A**Targeted Identified U.S. Net Winners****Net Winner**

Maria Teresa Milagres Neves	Aaron Ataide	Jose Lopez
Benjamin Argueta	Luisa E. Lopez	Dwayne Jones
Alexandro Rocha Marcos Lana	Marcio Souza Nery	Gerald Agnew
Luiz Antonio Da Silva	Debora C. Brasil	Joseph Pietropaolo
Jose Neto	Joelito Souza Caldas Junior	Jamilson Marcos Conceicao
Eduardo N. Silva Julio C. Paz	Rosane Cruz	Sonya Crosby
Bruno Graziani	United Group USA	Wesley Nascimento Alves
Michel Cristiano Santolin De	Jean 2004 Enterprise Corp	Antonio Oliveira
Arruda	Rudmar Gentil	Ronei Barreto
Francisdalva Siqueira	New Generation Med Supply	Ana Rosa Lopez
Alexander N. Aurio	Inc.	Milagros Adames
Amilcar Lopez Renato	Daneng Xiong	Lm Davar Inc.
Sacramento	Omar Quinonez	Frantz Balan
Euzebio Sudre Neto	Carlos C. Dejesus	Parrot Bay Homes, Inc.
Julio Silva	Carlos Alfaro	Edgar Borelli
Davidson R. Teixeira	Lusette Balan	Ricardo Fabin
Jose Carlos Maciel	Technovia Inc.	Daniel Chavez
Jesus Osuna	Faith Sloan	Faustino Torres
Chai Hock Ng	Mariza S Marinelli	Randy Crosby
Hugo Alvarado	Nubia R Goulart	Marcelo Dasilva
Ana R. Ramos	Roberto Nunez	
Edilene Storck Navarro	Gilson Nassar	
Helio Barbosa	Bingjian Pan	
Gelalin-3377, LLC	Chen, Vue	
Linda Suzanne Hackett	Rodrigo R Breda	
Soraya Ferreira	Paulo Giuliano Diogenes De	
Ruddy Abreau	Bessa Rosado	
Edson F Souza	Jose Miguel Filho	
Vaming Services	Bilkish Sunesara	
Jorge Antonio Mejia Sequeira	Lan Lan Ji	
Rodrigo Castro	Ezau Soares Ferreira	
Marco Almeida	Venerando Contreras	
David Reis	Jap International Network LLC	
Rodrigo Montemor	Andres Bolivar Estevez	
Ana Santos	Walace Augusto Da Silva	
Wesley Dias	Fabiana Acacia Da Cruz Dos	
Timex Research Consulting Inc.	Santos	
Celso Roberto Silva Filho	Eddie Alberto Duverge	
Team Global Adverting LLC	Global Marketing Strategies	
LWC Marketing, Inc.	Carlos Vanterpool	
Bartolo Castillo	Devendra Shah	
Gaspar Jesus	Pat Jackson	
Laureano Arellano	Silverio Reyes	

ATTACHMENT B

List of Defendants – See 5th CAC