

ADAM S. HEDER (CSB #270946)  
adamh@jurislawyer.com  
JurisLaw LLP  
Three Centerpointe Drive  
Suite 160  
Lake Oswego, OR 97035  
Telephone: (503) 968-1475  
Facsimile: (503) 968-2003

*Attorney for Plaintiff*

*Additional counsel on next page*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

PETER JOHNSON, individually and on  
behalf of all other similarly situated,

Plaintiff,

v.

MAKER ECOSYSTEM GROWTH  
HOLDINGS, INC., NKA METRONYM,  
INC., a foreign corporation,

Defendant.

Case No.: 3:20-cv-02569-MMC

Judge: Hon. Maxine M. Chesney

**STIPULATION AND AGREEMENT OF  
SETTLEMENT**

1 PETER B. MORRISON (SBN 230148)

peter.morrison@skadden.com

2 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

300 South Grand Avenue, Suite 3400

3 Los Angeles, California 90071-3144

Telephone: (213) 687-5000

4 Facsimile: (213) 687-5600

5 ALEXANDER C. DRYLEWSKI (admitted *pro hac vice*)

alexander.drylewski@skadden.com

6 MICHAEL W. RESTEY JR. (admitted *pro hac vice*)

michael.restey@skadden.com

7 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

One Manhattan West

8 New York, New York 10001

Telephone: (212) 735-3000

9 Facsimile: (212) 735-2000

10 *Attorneys for Defendant*

MAKER ECOSYSTEM GROWTH

11 HOLDINGS, INC. NKA METRONYM, INC.

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**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement dated June 22, 2023 (the “Stipulation”) embodies a settlement (the “Settlement”) made and entered into by and among the following Settling Parties: (i) Plaintiff Peter Johnson (“Plaintiff”), individually and on behalf of the Settlement Class, by and through his counsel of record in the above-captioned litigation pending in the United States District Court for the Northern District of California and (ii) Defendant Maker Ecosystem Growth Holdings, Inc. NKA Metronym, Inc. (“Metronym” or “Defendant” and, together with Plaintiff, the “Settling Parties”), by and through its counsel of record in the above-captioned litigation. Subject to the approval of the Court and the terms and conditions set forth in this Stipulation, this Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Action, the Settlement Class’s Released Claims and the Defendant’s Released Claims.

**I. RECITALS**

1. This Action is currently pending before the Honorable Maxine M. Chesney in the United States District Court for the Northern District of California and was brought on behalf of all persons or entities who had a Collateralized Debt Position (“CDP”) or Vault on any Maker-run exchanges that were forced to liquidate their ETH on March 12 or 13, 2020 and received zero compensation at auction.

2. Plaintiff filed his initial complaint on April 14, 2020, against defendants Maker Ecosystem Growth Holdings, Inc., Maker Ecosystem Growth Foundation and the Dai Foundation. (ECF No. 1.) On May 8, 2020, Plaintiff filed the First Amended Class Action Complaint against Maker Ecosystem Growth Holdings, Inc., Maker Ecosystem Growth Foundation and Dai Foundation. The complaint asserted claims for intentional misrepresentation, negligent misrepresentation and negligence. (ECF No. 9.)

3. On November 5, 2020, Plaintiff dismissed without prejudice his claims as to the Dai Foundation. (ECF No. 49.)

4. On September 8, 2022, Plaintiff filed the Second Amended Class Action Complaint against Metronym and Maker Ecosystem Growth Foundation. (ECF No. 69.)

1           5.       On October 31, 2022, defendants Metronym and Maker Ecosystem Growth  
2 Foundation moved to dismiss the Second Amended Class Action Complaint. (ECF No. 72.)

3           6.       On February 22, 2023, the Court granted Metronym and Maker Ecosystem Growth  
4 Foundation's motion to dismiss without prejudice, granting leave to amend by no later than March  
5 17, 2023. (ECF No. 82.)

6           7.       On March 31, 2023, Plaintiff filed the Third Amended Class Action Complaint  
7 against Metronym. (ECF No. 86.)

8           8.       On April 20, 2023, the Settling Parties and their counsel participated in a mediation  
9 with Robert A. Meyer, Esq. of JAMS ADR. Following the mediation, Robert A. Meyer, Esq. made  
10 a mediator's proposal to resolve the Action, which the Settling Parties each accepted on April 20,  
11 2023. The Settling Parties thereafter executed a Term Sheet memorializing their agreement, which  
12 included, among other things, the Settling Parties' agreement to fully and finally resolve the Action  
13 in return for a settlement payment of \$1,160,000.00 for the benefit of the Class, subject to the  
14 negotiation of the terms of this Stipulation of Settlement and approval by the Court. This Stipulation  
15 (together with the Exhibits hereto) reflects the final and binding agreement between the Settling  
16 Parties.

17           9.       Plaintiff and Plaintiff's Counsel believe that the claims asserted in the Action have  
18 merit. However, they recognize and acknowledge the expense and length of continued proceedings  
19 necessary to prosecute the Action against Defendant through trial. Plaintiff and Plaintiff's Counsel  
20 also have taken into account the uncertain outcome and the risk of trial, especially in complex matters  
21 such as this Action, as well as the risks posed by the difficulties and delays relating to fact and expert  
22 discovery, class certification, summary judgment and trial, post-trial motions, and potential appeals  
23 of the Court's determination of said motions, or the verdict of a jury. Plaintiff and Plaintiff's Counsel  
24 also are aware of the defenses to the claims asserted in the Action. Plaintiff and Plaintiff's Counsel  
25 believe that the Settlement set forth in this Stipulation confers substantial benefits upon the  
26 Settlement Class in light of the circumstances. Based on their evaluation, Plaintiff and Plaintiff's  
27 Counsel have determined that the Settlement set forth in this Stipulation is fair, reasonable, and  
28 adequate, and in the best interests of the Settlement Class.

10. Defendant has expressly denied and continues to deny that it has committed or intended to commit any wrongdoing or violations of law as alleged in any complaint filed in the Action, and maintains that its conduct was at all times proper and in compliance with all applicable provisions of law. Defendant has expressly denied and continues to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against it arising out of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendant also has denied and continues to deny, *inter alia*, the allegations that Defendant made, knowingly or otherwise, any false misrepresentations; that Defendant acted negligently, recklessly or with culpable intent; that any member of any class has suffered any damages; or that the members of any class were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. Defendant believes that the allegations asserted by Plaintiff do not plead a cognizable claim for intentional misrepresentation, negligent misrepresentation or negligence. In addition, Defendant maintains that it has meritorious defenses to all claims alleged in the Action.

11. Nonetheless, taking into account the uncertainty, risks, costs, and distraction inherent in any litigation, especially in complex cases such as this Action, Defendant has determined that it is desirable that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendant has agreed to enter into this Stipulation solely to eliminate the uncertainty, burden and expense of further litigation, and to put the released claims to rest, finally and forever. As set forth in ¶¶8.2-8.3 below, this Stipulation shall in no event be construed as or deemed to be evidence of an admission or concession by Defendant or any of the Released Parties with respect to any claim, nor of any fault, liability, wrongdoing or damage whatsoever.

## **II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for himself and Settlement Class Members), and Defendant, by and through their respective counsel of record, that subject to the approval of the Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Action, the Released Claims, and all matters encompassed within the

scope of the releases set forth in this Stipulation shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Stipulation, as follows.

**1. Definitions**

As used in this Stipulation, and any exhibits attached hereto and made a part hereof, the following terms have the meanings specified below. For avoidance of doubt, certain terms defined above are defined here as well. In the event of any discrepancy, the definitions below control:

1.1 “Action” means *Johnson v. Maker Ecosystem Growth Holdings, Inc. et al.*, No. 3:20-cv-02569-MMC (N.D. Cal.).

1.2 “Authorized Claimant” means any Settlement Class Member who submits a valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation and Plan of Allocation.

1.3 “CAFA” means Class Action Fairness Act of 2005, 28 U.S.C. § 1715 *et seq.*

1.4 “Claim Form,” “Proof of Claim” or “Proof of Claim and Release” shall mean the proof of claim and release form, which a Claimant must complete and submit should that Claimant seek to share in the distribution of the Net Settlement Fund, and subject to approval of the Court shall be substantially in the form attached hereto as Exhibit A-3.

1.5 “Claims Administrator” or “Notice Administrator” means the CPT Group, Inc.

1.6 “Court” means the United States District Court for the Northern District of California.

1.7 “Defendant” or “Metronym” means Defendant Maker Ecosystem Growth Holdings, Inc. NKA Metronym, Inc.

1.8 “Defendant’s Counsel” means Skadden, Arps, Meager & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071-3144.

1.9 “Defendant’s Released Claims” means all claims and causes of action, of every nature and description, whether known or unknown, whether arising under federal, state, or common law, that arise out of or relate to the institution, prosecution, or settlement of the claims against Defendant in the Action. Notwithstanding the foregoing, “Defendant’s Released Claims” does not include

claims relating to the enforcement of the Settlement or claims between Defendant and its insurance carriers, including claims for indemnification.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

1.11 “Escrow Account” means the segregated and separate interest bearing escrow account designated and controlled by the Escrow Agent at one or more national banking institutions into which the Settlement Amount will be deposited for the benefit of Settlement Class Members.

1.12 “Escrow Agent” refers to the bank agreed upon by the Parties and approved by the Court in connection with the Motion for Preliminary Approval.

1.13 “Final” means, with respect to any order or judgment of court, that such order or judgment represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. Without limitation, an order becomes “Final” when the last of the following has occurred: (i) the expiration of the time to file a motion to reconsider, alter or amend the Judgment or order without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment or order has passed without any appeal having been taken; or (iii) if a motion to reconsider, alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the award of attorneys’ fees and expenses, or any award to Plaintiff or the Plan of Allocation of the Settlement Fund.

1.14 “Judgment” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

1.15 “Maker Protocol” means the open-source, community-driven blockchain system that allows users to generate a price-stable, decentralized digital currency called “Dai.”

1.16 “Net Settlement Fund” means the portion of the Settlement Fund that shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court, after provision for the amounts set forth in ¶5.6(a)-(e) of this Stipulation.

1.17 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

1.18 “Notice and Administration Costs” means the reasonable costs and expenses incurred in connection with providing notice to Settlement Class Members and providing notice pursuant to CAFA. Such amounts shall include, without limitation, the actual costs of printing, mailing and publishing both the Notice and any Summary Notice, locating and soliciting Class Member claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proofs of Claim, and paying escrow fees and costs, if any, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims.

1.19 “Person” means any individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, joint venture, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and including any of their heirs, successors, representatives, or assigns.

1.20 “Plaintiff” means Peter Johnson of Denver, Colorado.

1.21 “Plaintiff’s Counsel” means Adam S. Heder of JurisLaw LLP, Three Centerpointe Drive, Suite 160, Lake Oswego, OR 97035 and any other counsel who appeared for or represented Plaintiff or the Class in the Action.

1.22 “Plan of Allocation” means a plan or formula to be proposed by Plaintiff for allocating the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendant Parties shall have no responsibility or liability with respect to the Plan of Allocation.



1.23 “Related Parties” means, as applicable, each and all of a person or entity’s respective present and former parents, subsidiaries, divisions, joint ventures, affiliates, and each and all of their respective present and former employees, contractors, members, partners, principals, agents, founders, officers, directors, executives, controlling shareholders, investors, attorneys, advisors, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, insurers, co-insurers, reinsurers, related or affiliated entities, associations or partnerships, predecessors, successors, spouses, children, immediate family members, estates, heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns, in their capacity as such, and any entity in which a person or entity has a controlling interest.

1.24 “Released Defendant Parties” means Defendant, Maker Ecosystem Growth Foundation, the Dai Foundation, and each and all of their Related Parties.

1.25 “Released Plaintiff Parties” means Plaintiff, his attorneys, and all other Settlement Class Members.

1.26 “Released Parties” means the Released Defendant Parties and Released Plaintiff Parties.

1.27 “Releasing Plaintiff Party” means Plaintiff, each Settlement Class Member, and to the fullest extent permissible under law, each of their Related Parties.

1.28 “Released Claims” shall refer to the Settlement Class’s Released Claims and the Defendant’s Released Claims.

1.29 “Settlement” means the settlement between Plaintiff, on behalf of himself and the Settlement Class, and Defendant on the terms and conditions set forth in this Stipulation.

1.30 “Stipulation” or “Settlement Agreement” means this Stipulation of Settlement entered into between Plaintiff on behalf of the Settlement Class and Defendant on the date identified on the first page hereof.

1.31 “Settlement Amount” means One Million One Hundred and Sixty Thousand United States Dollars (USD 1,160,000.00), to be paid pursuant to ¶2.1 of this Stipulation.

1.32 “Settlement Class” means all persons and entities who had a CDP or Vault on the Maker Protocol that were forced to liquidate their ETH on March 12 or 13, 2020, and received Zero

1 Compensation as part of any related auction. Excluded from the Settlement Class are: (i) Defendant;  
 2 (ii) present or former executive officers of Defendant; (iii) members of the immediate family or the  
 3 legal representatives, heirs, successors-in-interest, or assigns of any of the foregoing; (iv) any entity in  
 4 which any Defendant has, or had, a controlling interest; and (v) any affiliate of Defendant. Defendant  
 5 will further stipulate, for Settlement purposes only, to the appointment of Plaintiff as the Class  
 6 Representative for the Settlement Class, and to the appointment of Plaintiff's counsel as Class Counsel  
 7 for the Settlement Class. Also excluded from the Settlement Class are any persons and entities who  
 8 exclude themselves by submitting a request for exclusion that is accepted by the Court.

9 1.33 "Settlement Class Member" means a person or entity who falls within the definition  
 10 of the Settlement Class as set forth above.

11 1.34 "Settlement Class's Released Claims" means any and all claims, demands, rights,  
 12 causes of action, and liabilities of every nature and description, including "Unknown Claims" as  
 13 defined in ¶1.42, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed  
 14 or contingent, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, matured or  
 15 unmatured, at law or in equity, whether or not concealed or hidden, whether class, derivative or  
 16 individual in nature, which now exist, heretofore or previously existed, or may hereafter exist,  
 17 including but not limited to any claims arising under federal or state law by or on behalf of any  
 18 Settlement Class Member, and including but not limited to any claims based on allegations of fraud,  
 19 nondisclosure, or misrepresentation, whether individual, derivative, representative, legal, equitable  
 20 or any other type in any other capacity that (i) Plaintiff or any other Settlement Class Member  
 21 asserted in the Action, (ii) could have been asserted in the Action, or in any other proceeding or  
 22 forum, that concern, arise out of, refer to, are based upon, or are related in any manner to the  
 23 allegations, transactions, facts, matters, occurrences, representations, statements, misrepresentations,  
 24 events, acts or omissions that could have been asserted or alleged or could in the future be asserted  
 25 or alleged by Plaintiff or any other Settlement Class Member, or (iii) relate in any way to the Action  
 26 or the Settlement except to the extent explicitly preserved in the remainder of this paragraph. The  
 27 release will expressly include a waiver of California Civil Code § 1542 and similar statutes. This  
 28

1 release will not cover, include, or release any claims relating to the enforcement of the Settlement or  
 2 any claims of any person or entity that submits a request for exclusion that is accepted by the Court.

3 1.35 “Settlement Fund” means the Settlement Amount, together with all interest and  
 4 income earned thereon after being transferred to an account controlled by Escrow Agent, and which  
 5 may be reduced by payments or deductions as provided for herein or by Court order.

6 1.36 “Settlement Hearing” shall mean the hearing to be held by the Court to determine  
 7 whether the Settlement should be approved.

8 1.37 “Settling Parties” means Defendant and Plaintiff, on behalf of himself and Settlement  
 9 Class Members.

10 1.38 “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement  
 11 of Class Action, which, subject to approval of the Court, shall be substantially in the form attached  
 12 hereto as Exhibit A-2, including as translated into foreign languages.

13 1.39 “Supplemental Agreement” means the agreement described in ¶7.3.

14 1.40 “Tax Expenses” means expenses and costs incurred in connection with the calculation  
 15 and payment of taxes or the preparation of tax returns and related documents, including, without  
 16 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating  
 17 to filing the returns described in ¶2.10.

18 1.41 “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and  
 19 other charges of any kind (including any estimated taxes, interest, or penalties) arising with respect  
 20 to the income earned by the Settlement Fund as described in ¶2.10.

21 1.42 “Unknown Claims” means (i) any Settlement Class’s Released Claim that Plaintiff or  
 22 any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the  
 23 time of the release, regardless of whether such Unknown Claim, if known by him, her or it, would  
 24 have affected his, her or its settlement with and release of the Released Defendant Parties, or would  
 25 have affected his, her or its decision not to object to this settlement or seek exclusion from this  
 26 settlement, and (ii) any Defendant’s Released Claim that Defendant does not know or suspect to exist  
 27 in his or its favor at the time of the release, which, if known by him, her, or it, might have affected  
 28 his, her or its settlement with and release of the Released Plaintiff Parties and Settlement Class

1 Members, including, but not limited to, the decision to object to the terms of the Settlement, to the  
2 release of the Released Defendant Parties and any Releasing Plaintiff Party, or to exclude himself,  
3 herself, or itself from the Class. With respect to any and all Released Claims, the Settling Parties  
4 stipulate and agree that, upon the Effective Date, Plaintiff and Defendant shall expressly waive, and  
5 each of the other Settlement Class Members shall be deemed to have waived, and by operation of  
6 the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code §1542,  
7 which provides, in relevant part:

8  
9 **A general release does not extend to claims that the creditor or**  
10 **releasing party does not know or suspect to exist in his or her favor at**  
11 **the time of executing the release and that, if known by him or her,**  
12 **would have materially affected his or her settlement with the debtor or**  
13 **released party.**

14 Upon the Effective Date, Plaintiff and Defendant shall expressly waive, and each of the other  
15 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have  
16 expressly, waived any and all provisions, rights, and benefits conferred by any law of any state or  
17 territory of the United States, or principle of common law, which is similar, comparable, or  
18 equivalent to California Civil Code §1542. Plaintiff and the other Settlement Class Members may  
19 hereafter discover facts in addition to or different from those which he, she, or it now knows or  
20 believes to be true with respect to the subject matter of the Settlement Class's Released Claims, but,  
21 upon the Effective Date, Plaintiff shall expressly, and each other Settlement Class Member, shall be  
22 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and  
23 released any and all of the Settlement Class's Released Claims, known or unknown, suspected or  
24 unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether  
25 or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or  
26 equity now existing or coming into existence in the future, without regard to the subsequent discovery  
27 or existence of such different or additional facts. Defendant may hereafter discover facts in addition  
28 to or different from those which it now know or believe to be true with respect to the subject matter  
of the Defendant's Released Claims, but, upon the Effective Date, Defendant shall expressly, and by

operation of the Judgment shall have, fully, finally, and forever settled and released any and all Defendant's Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendant acknowledge, and the other Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.

1.43 "Zero Compensation" means a winning bid of \$0-\$10/ETH.

## 2. The Settlement

### a. The Settlement Fund

2.1 In full settlement of the claims asserted in the Action against Defendant and in consideration for the releases specified in Section 4 below, all of which the Settling Parties agree are good and valuable consideration, Defendant will cause the Settlement Amount to be deposited into an interest-bearing escrow account controlled by a third party agreed upon by the Parties (the "Escrow Account") within thirty (30) days following the entry of the Preliminary Approval Order by the Court and the provision by Plaintiff of all required funding information and a tax identification number. The Settlement Amount may be paid by wire transfer, by delivering to the Escrow Agent a check or checks payable to the Settlement Fund, by any combination of those methods, or in any other manner agreed upon by the Escrow Agent and Defendant. As soon as is reasonably practicable, the Escrow Agent will furnish to Defendant adequate payment instructions consisting of wire transfer instructions, instructions for payment by check, and a completed IRS Form W-9 for the Settlement Fund, including an address and tax ID number.

2.2 The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated Escrow Account maintained by the Escrow Agent.

2.3 Other than the obligation of Defendant to cause the payment of the Settlement Amount pursuant to ¶2.1, the Released Defendant Parties shall have no obligation to make any other

1 payments to the Escrow Account or to the Escrow Agent, the Notice Administrator and Claims  
2 Administrator and their Related Parties, or to any Releasing Plaintiff Party or to Plaintiff's Counsel.

3 **b. The Escrow Agent**

4 2.4 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶2.1 hereof  
5 in United States Agency or Treasury Securities or other instruments backed by the full faith and  
6 credit of the United States Government, or fully insured by the United States Government or an  
7 agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar  
8 instruments at their then-current market rates, or otherwise as provided pursuant to the terms of an  
9 Escrow Agreement entered into among Plaintiff's Counsel and the Escrow Agent. All costs and  
10 risks related to the investment of the Settlement Fund in accordance with the investment guidelines  
11 set forth in this paragraph shall be borne by the Settlement Fund. The Released Defendant Parties  
12 shall have no responsibility for, interest in, or liability whatsoever with respect to investment  
13 decisions or the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

14 2.5 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in  
15 the Stipulation; (b) as directed by an order of the Court; or (c) with the written agreement of both  
16 Plaintiff's Counsel and Defendant's Counsel.

17 2.6 Subject to further order(s) or directions as may be made by the Court, or as provided  
18 in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with  
19 the terms of the Stipulation.

20 2.7 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*  
21 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such  
22 funds shall be distributed pursuant to the Stipulation or further order(s) of the Court or, in the event  
23 that the Settlement is not approved or is terminated, canceled, or fails to become effective, pursuant  
24 to ¶7.4 below.

25 2.8 Notwithstanding the fact that the Effective Date has not occurred, the Escrow Agent,  
26 without further approval of Defendant or the Court, may withdraw up to \$100,000 from the  
27 Settlement Fund to pay any reasonable Notice and Administration Costs actually incurred.  
28

2.9 Upon the occurrence of the Effective Date, no Defendant, or any other person or entity who or which paid any portion of the Settlement Amount on behalf of Defendant, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever (including, without limitation, the number of Proof of Claim and Release forms submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund), except as set forth in ¶7.4 below.

**c. Taxes; Qualified Settlement Fund**

2.10 The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1.

(a) In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.10, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent, at the direction of Class Counsel, shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in ¶2.10(a) hereof) shall be consistent with this ¶2.10 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by

1 the Settlement Fund shall be paid out of the Settlement Fund as  
2 provided in ¶2.10(c) hereof.

3 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties)  
4 arising with respect to the income earned by the Settlement Fund,  
5 including any Taxes or tax detriments that may be imposed upon the  
6 Released Defendant Parties with respect to any income earned by the  
7 Settlement Fund for any period during which the Settlement Fund does  
8 not qualify as a “qualified settlement fund” for federal or state income  
9 tax purposes, and (b) Tax Expenses, including expenses and costs  
10 incurred in connection with the operation and implementation of this  
11 ¶2.10 (including, without limitation, expenses of tax attorneys and/or  
12 accountants and mailing and distribution costs and expenses relating  
13 to filing the returns described in this ¶2.10(c)), shall be paid out of the  
14 Settlement Fund; in all events the Released Defendant Parties shall  
15 have no liability or responsibility for the Taxes or the Tax Expenses.  
16 Further, Taxes and Tax Expenses shall be treated as, and considered  
17 to be, a cost of administration of the Settlement Fund and shall be  
18 timely paid by the Escrow Agent out of the Settlement Fund without  
19 prior order from the Court, and the Escrow Agent shall be obligated  
20 (notwithstanding anything herein to the contrary) to withhold from  
21 distribution to Authorized Claimants any funds necessary to pay such  
22 amounts, including the establishment of adequate reserves for any  
23 Taxes and Tax Expenses (as well as any amounts that may be required  
24 to be withheld under Treasury Regulation §1.468B-2(l)(2)) and the  
25 Released Defendant Parties are not responsible, nor shall they have  
26 any liability, therefor. The Settling Parties agree to cooperate with the  
27 Escrow Agent, each other, and their tax attorneys and accountants to  
28



the extent reasonably necessary to carry out the provisions of this  
 ¶2.10.

**d. Termination of Settlement**

2.11 In the event the Settlement or any material part thereof is not approved or entered or is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment is reversed or vacated following any appeal taken therefrom, the Settlement Fund (including accrued interest), less amounts incurred or due and owing for Notice and Administration Costs, Taxes, or Tax Expenses pursuant to ¶¶2.8 and 2.10 of this Stipulation, shall be refunded pursuant to ¶¶6.3 and 7.4 of this Stipulation upon written instructions from Defendant's Counsel. In the event of termination, the Settlement shall become null and void, and the Settling Parties shall revert to their respective status pursuant to ¶7.5 below.

**3. Class Certification, Notice of Order and Settlement Hearing**

3.1 Solely for purposes of the Settlement and subject to approval by the Court, the Settling Parties stipulate to: (a) certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (b) appointment of Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Plaintiff's Counsel as Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. The certification of the Settlement Class shall be binding only for purposes of the Settlement, and only if the Judgment becomes Final and the Effective Date as described in ¶1.10 occurs. Should the Settlement Class not be certified or should any court amend the definition of the Settlement Class, each of the Settling Parties reserves the right to terminate the Settlement in accordance with ¶7.4 hereof.

3.2 Within twenty one (21) days of execution of the Settlement Agreement, or such other time as may be agreed upon by the Parties, Plaintiff will file a motion for preliminary approval of the Settlement in the Action, requesting, among other things, certification of the class for purposes of settlement; setting of dates for the dissemination of the Notice, claims deadlines, opt out date, objection date, and Settlement Hearing; approval of the Claims Administrator; approval of the Notice; approval of the form and content of the Proof of Claim and Release; and approval of the publication of the Summary Notice, substantially in the forms of Exhibits A-1 –A-3, attached hereto.

1           3.3     It shall be solely Plaintiff's Counsel's responsibility to disseminate the Notice and  
2 Summary Notice to the Settlement Class in accordance with this Stipulation and as ordered by the  
3 Court. Settlement Class Members shall have no recourse as to the Released Defendant Parties with  
4 respect to any claims they may have that arise from any actual or alleged failure of the notice process.

5           3.4     Plaintiff's Counsel shall request that after the Notice is first disseminated to the  
6 Settlement Class, and not earlier than ninety (90) calendar days after the date on which Defendant is  
7 required to provide notice pursuant to the CAFA, the Court hold the Settlement Hearing and approve  
8 the Settlement of the Action as set forth herein. All opening briefs and supporting documents in  
9 support of the Settlement, the Plan of Allocation, and any application by Plaintiff's Counsel for  
10 attorneys' fees and expenses or by Lead Plaintiff for an award in connection with their representation  
11 of the Class shall be filed and served no later than thirty-five (35) calendar days before the Settlement  
12 Hearing. At or after the Settlement Hearing, Plaintiff's Counsel also shall request that the Court  
13 approve the proposed Plan of Allocation and Plaintiff's Counsel's request for attorneys' fees and  
14 expenses.

15           3.5     Any Settlement Class Member who wishes to opt out of the Settlement Class must  
16 submit a timely written request for exclusion twenty-one (21) calendar days prior to the Settlement  
17 Hearing, in the manner specified in the Court's Preliminary Approval Order. Group opt-outs,  
18 including "mass" or "class" opt outs, are prohibited. Any Settlement Class Member who does not  
19 submit a timely written request for exclusion that is accepted by the Court will be bound by all  
20 proceedings, orders and judgments in the Action, whether or not he, she, or it timely submits a Proof  
21 of Claim and Release.

22           3.6     Any Settlement Class Member who wishes to object to the fairness, reasonableness  
23 or adequacy of this settlement or the award of attorneys' fees and expenses, must do so twenty-one  
24 (21) calendar days prior to the Settlement Hearing and in the manner specified in the Court's  
25 Preliminary Approval Order.

26           3.7     If the Court enters the Preliminary Approval Order, to the extent that the Action is  
27 not stayed pursuant to the Preliminary Approval Order, the Settling Parties will jointly move the  
28 Court to stay all proceedings and deadlines other than necessary to effectuate the Settlement.

1           4.       **Releases**

2           4.1     By operation of the Judgment, as of the Effective Date, each and every Releasing  
3 Plaintiff Party, whether or not such Releasing Plaintiff Party executes and delivers the Proof of Claim  
4 and Release or shares in the Settlement Fund, (i) shall be deemed to have fully, finally, and forever  
5 waived, released, discharged, and dismissed each and every one of the Settlement Class's Released  
6 Claims (including, without limitation, any Unknown Claims) against each and every one of the  
7 Released Defendant Parties; and (ii) shall forever be barred and enjoined from commencing,  
8 instituting, prosecuting, maintaining or enforcing any and all of the Settlement Class's Released  
9 Claims (including, without limitation, any Unknown Claims) against any and all of the Released  
10 Defendant Parties in any court of law or equity, arbitration, tribunal or administrative forum.

11          4.2     The Proof of Claim and Release to be executed by Plaintiff and Settlement Class  
12 Members shall release the Settlement Class's Released Claims against the Released Defendant  
13 Parties and shall be substantially in the form contained in Exhibit A-3 attached hereto.

14          4.3     By operation of the Judgment, as of the Effective Date, the Defendant shall be deemed  
15 to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of  
16 Defendant's Released Claims against each and every one of the Released Plaintiff Parties and shall  
17 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and  
18 all of the Defendant's Released Claims against any and all of the Released Plaintiff Parties.

19           5.       **Administration and Calculation of Claims, Final Awards, and Supervision and**  
20                   **Distribution of the Settlement Fund**

21          5.1     The Claims Administrator, subject to such supervision and direction of the Court  
22 as may be necessary or as circumstances may require, shall provide notice of the Settlement to the  
23 Class, shall administer and calculate the claims submitted by Class Members, and shall oversee  
24 distribution of the Net Settlement Fund to Authorized Claimants.

25          5.2     The Notice and Claim Form shall be posted on the website established by the Claims  
26 Administrator for purposes of this Settlement. The website will provide information to potential  
27 Settlement Class Members based on the Notices approved by the Court and such information shall  
28 be consistent with the content, nature and characterization contained in the Notices and the terms of

1 this Stipulation. Neither the website nor any other materials provided by the Claims Administrator  
2 to potential Settlement Class Members shall include Defendant's or the MakerDAO logo.

3 5.3 The Notice shall set forth the general terms of the Settlement set forth in the  
4 Stipulation, the proposed Plan of Allocation, and Plaintiff's Counsel's request for attorneys' fees and  
5 expenses; the date and time of the Settlement Hearing; the right to object to the Settlement, proposed  
6 Plan of Allocation, or request for fees and expenses; the right to appear at the Settlement Hearing;  
7 and the right to request exclusion from the Class.

8 5.4 Following the Court's entry of the Preliminary Approval Order, the Summary  
9 Notice, substantially in the form of Exhibit A-2 attached hereto, will be published as directed by the  
10 Court. The cost of providing such notice shall be paid out of the Settlement Fund.

11 5.5 Defendant shall work with the Notice Administrator to provide notice required under  
12 the CAFA. Any and all costs incurred by the Notice Administrator in providing CAFA notice shall  
13 be reimbursed from the Settlement Amount.

14 5.6 The Settlement Fund shall be used to make the following payments:  
15 (a) to pay all Notice and Administration Costs;  
16 (b) to pay all Taxes and Tax Expenses described in ¶2.10 hereof;  
17 (c) to pay Plaintiff's Counsel's attorneys' fees and expenses;  
18 (d) to pay Plaintiff's expenses and service award, if any; and  
19 (e) to pay the Net Settlement Fund to Authorized Claimants as allowed by the  
20 Stipulation, the Plan of Allocation, or the Court.

21 5.6 Upon the Effective Date and thereafter, and in accordance with the terms of the  
22 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may  
23 be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to  
24 Authorized Claimants, subject to and in accordance with ¶¶5.7-5.14 below.

25 5.7 Each Person claiming to be an Authorized Claimant shall be required to submit to the  
26 Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-3 attached  
27 hereto, postmarked (if mailed) or received (if submitted electronically) by no later than one hundred  
28 twenty (120) calendar days after the Notice Date (as defined in Exhibit A attached hereto), or such

1 other time as may be set by the Court (the “Bar Date”), signed under penalty of perjury and supported  
 2 by such documents as are specified in the Proof of Claim and as are reasonably available to such  
 3 Person.

4 5.8 Except as otherwise ordered by the Court, all Settlement Class Members who fail to  
 5 submit a Proof of Claim by the Bar Date, or such other period as may be ordered by the Court, or  
 6 who submit a Proof of Claim that is rejected, shall be forever barred from receiving any payments  
 7 pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject  
 8 to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment.  
 9 Notwithstanding the foregoing, Plaintiff’s Counsel shall have the discretion (but not the obligation),  
 10 to accept late-submitted claims for processing so long as the distribution of the Net Settlement Fund  
 11 to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against  
 12 Plaintiff’s Counsel, the Claims Administrator, any Settlement Class Member, or any Released  
 13 Defendant by reason of the exercise or non-exercise of such discretion.

14 5.9 Each Proof of Claim and Release shall be submitted to and reviewed by the Claims  
 15 Administrator, under the supervision of Plaintiff’s Counsel, who shall determine, in accordance with  
 16 this Stipulation and the approved Plan of Allocation, the extent, if any, to which each Claim shall be  
 17 allowed, subject to review by the Court pursuant to ¶5.11 below.

18 5.10 Proof of Claim and Release forms that do not meet the submission requirements may  
 19 be rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims  
 20 Administrator shall communicate with the claimant in writing to give the claimant the chance to  
 21 remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims  
 22 Administrator, under the supervision of Plaintiff’s Counsel, shall notify, in a timely fashion and in  
 23 writing, all claimants whose Claims the Claims Administrator proposes to reject in whole or in part  
 24 for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the  
 25 claimant whose Claim is to be rejected has the right to a review by the Court if the claimant so desires  
 26 and complies with the requirements of ¶5.11 below.

27 5.11 If any claimant whose timely claim has been rejected in whole or in part for curable  
 28 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after

1 the date of mailing of the notice required in ¶5.10 above, or a lesser period of time if the claim was  
2 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the  
3 claimant's grounds for contesting the rejection along with any supporting documentation, and  
4 requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise  
5 resolved, Plaintiff's Counsel shall thereafter present the claimant's request for review to the Court.

6 5.12 Each claimant who does not submit a timely written request for exclusion that is  
7 accepted by the Court shall be deemed to have submitted to the jurisdiction of the Court with respect  
8 to the claimant's claim, including, but not limited to, all releases provided for herein and in the  
9 Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of  
10 Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's  
11 status as a Settlement Class Member and the validity and amount of the claimant's claim. In  
12 connection with processing the Proofs of Claim and Release, no discovery shall be allowed on the  
13 merits of the Action or the Settlement. All proceedings with respect to the administration, processing  
14 and determination of Claims and the determination of all controversies relating thereto, including  
15 disputed questions of law and fact with respect to the validity of claims, shall be subject to the  
16 jurisdiction of the Court, but shall not, in any event, delay or affect the finality of the Judgment. All  
17 Settlement Class Members, other claimants, and parties to this Settlement expressly waive trial by  
18 jury (to the extent any such right may exist) and any right of appeal or review with respect to such  
19 determinations.

20 5.13 The Claims Administrator shall calculate the claims of Authorized Claimants in  
21 accordance with the Plan of Allocation approved by the Court. Following the Effective Date, the  
22 Claims Administrator shall send to each Authorized Claimant his, her, or its *pro rata* share of the  
23 Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise  
24 receive a distribution of less than \$10.

25 5.14 The Settlement is not a claims-made settlement and, if all conditions of this  
26 Stipulation are satisfied and the Settlement becomes Final, Defendant will not have a reversionary  
27 interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund  
28 after a reasonable amount of time following the date of the initial distribution of the Net Settlement

1 Fund, Plaintiff's Counsel shall, if feasible, redistribute such balance among Authorized Claimants  
2 who negotiated the checks sent to them in the initial distribution and who would receive at least  
3 \$10.00 in an equitable and economical fashion. These distributions shall be repeated until the  
4 balance remaining in the Net Settlement Fund is *de minimis*.

5       5.15 The Released Defendant Parties shall have no liability, obligation, or responsibility  
6 whatsoever with respect to: (i) any act, omission, or determination by the Escrow Agent, Plaintiff's  
7 Counsel, Plaintiff, or the Claims Administrator, or any of their respective designees or agents, in  
8 connection with the administration of the Settlement or otherwise; (ii) the management, investment,  
9 supervision, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,  
10 administration, or calculation of claims to be paid from the Settlement Fund; (v) any loss suffered  
11 by, or fluctuation in the value of, the Settlement Fund; or (vi) the payment or withholding of Taxes  
12 or Tax Expenses, or any expenses or losses incurred in connection therewith. No Person shall have  
13 any claim of any kind against the Released Defendant Parties with respect to the matters set forth  
14 above; and the Settlement Class Members, Plaintiff and Plaintiff's Counsel release the Released  
15 Defendant Parties from any and all liability and claims arising from or with respect to the  
16 administration, investment or distribution of the Settlement Fund. The Escrow Agent, through the  
17 Settlement Fund, shall indemnify and hold each of the Released Defendant Parties harmless for any  
18 Taxes owed with respect to interest earned on the Settlement Fund after deposit into the Escrow  
19 Account and related expenses of any kind whatsoever (including, without limitation, Taxes payable  
20 by reason of any such indemnification), as well as for any claims related to the Plan of Allocation,  
21 the administration of the Settlement, the investment of the Settlement Fund, the processing of claims,  
22 or the disbursement of the Settlement Fund or the Net Settlement Fund. Defendant shall notify the  
23 Escrow Agent promptly if Defendant receives notice of any claim for which it intends to seek  
24 indemnification.

25       5.16 Defendant shall take no position with respect to the Plan of Allocation or any other  
26 such plan as may be approved by the Court. Defendant shall have no role in adjudicating, or right to  
27 review, any claims submitted by Settlement Class Members for participation in distribution of the  
28 Settlement Fund.



1           5.17 It is understood and agreed by the Settling Parties that any proposed Plan of  
 2 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an  
 3 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered  
 4 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy  
 5 of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of  
 6 Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's  
 7 Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered  
 8 pursuant to the Stipulation. Settlement Class Members and Defendant shall be bound by the terms  
 9 of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

10           5.18 No Person shall have any claim against Plaintiff, Plaintiff's Counsel, the Defendant,  
 11 Defendant's Counsel, any of the other Released Parties, or the Claims Administrator based on  
 12 distributions made substantially in accordance with the Settlement, the Stipulation, and the Plan of  
 13 Allocation, or otherwise as further ordered by the Court.

#### 14           **6. Attorneys' Fees and Expenses**

15           6.1 Plaintiff's Counsel may submit an application or applications, on behalf of all  
 16 Plaintiff's Counsel, for: (a) an award of attorneys' fees; (b) reimbursement of expenses or costs  
 17 Plaintiff's Counsel incurred in connection with prosecuting the Action; and (c) any interest on such  
 18 attorneys' fees and expenses as awarded by the Court at the same rate and for the same periods as  
 19 earned by the Settlement Fund (until paid). Said application shall be in a total amount not to exceed  
 20 30% of the Settlement Fund. Any and all such attorneys' fees, expenses and Plaintiff service award  
 21 granted by the Court (whether payable to Plaintiff's Counsel or Plaintiff) shall be payable solely out  
 22 of the Settlement Fund. Defendant shall take no position with respect to Plaintiff's Counsel's  
 23 application for attorneys' fees and application for reimbursement of expenses, or to Plaintiff's  
 24 application for an award.

25           6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Plaintiff's  
 26 Counsel from the Settlement Fund immediately upon final approval of the Settlement by the Court.  
 27 This provision shall apply notwithstanding timely objections to, potential for appeal from, or  
 28 collateral attack on, either the Settlement, the Plan of Allocation or the award of attorneys' fees and



1 expenses. Plaintiff's Counsel shall thereafter allocate the attorneys' fees among other plaintiff's  
 2 counsel in a manner that Plaintiff's Counsel in good faith believes reflects the contributions of such  
 3 counsel to the prosecution and resolution of the Action.

4       6.3 In the event that the Judgment or the order awarding such fees and expenses paid to  
 5 Plaintiff's Counsel pursuant to ¶6.1 and ¶6.2, is reversed or modified, or if the Settlement is canceled  
 6 or terminated for any reason, then Plaintiff's Counsel shall, in an amount consistent with such  
 7 reversal or modification, refund such attorneys' fees and expenses to the Settlement Fund, plus the  
 8 interest earned thereon, within seven (7) calendar days after (i) Plaintiff's Counsel receives a notice  
 9 from Defendant's Counsel or otherwise of the termination of the Settlement; or (ii) any order from a  
 10 court of competent jurisdiction reducing or reversing the attorneys' fees and expense award. Each  
 11 Plaintiff's Counsel shall be jointly and severable liable for any refunds or repayments to the  
 12 Settlement Fund required pursuant to this paragraph. Each Plaintiff's Counsel, as a condition of  
 13 receiving such fees or expenses on behalf of itself and each partner and/or shareholder of it, agrees  
 14 that its law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for  
 15 the purpose of enforcing the provisions of this paragraph.

16       6.4 The procedure for and the allowance or disallowance by the Court of Plaintiff's  
 17 Counsel's application for attorneys' fees and expenses, or by the Plaintiff for a service award, are  
 18 not part of the Settlement set forth in the Stipulation, and any order or proceeding relating to this  
 19 application, or any objection to, motion regarding, or any appeal from any order relating thereto or  
 20 reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or release  
 21 contained therein, or any other orders entered pursuant to the Stipulation, or affect or delay the  
 22 finality of the Judgment approving the Stipulation and the Settlement of the Action.

23       6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the  
 24 Settlement Fund. The Released Defendant Parties shall have no responsibility for any payment of  
 25 attorneys' fees and/or expenses to Plaintiff's Counsel, or any other plaintiff's counsel, or service  
 26 award to any plaintiff. Likewise, the Released Defendant Parties shall have no responsibility or  
 27 liability whatsoever for the requested allocation of any Fee and Expenses Award by Plaintiff's  
 28

Counsel or among Plaintiff's Counsel, or any other Person who may assert some claim thereto, or relating to any Court order pertaining thereto.

**7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

7.1 The Effective Date of the Stipulation is conditioned on the occurrence of all of the following events:

- (a) execution of this Stipulation;
- (b) the Settlement Amount has been transferred to the Escrow Account in accordance with the provisions of ¶2.1 above;
- (c) the Court has entered the Preliminary Approval Order, substantially in the form of Exhibit A hereto, as required by ¶3.2 hereof;
- (d) Defendant has not exercised its option to terminate the Stipulation pursuant to ¶7.3 hereof;
- (e) the Court has entered the Judgment, *inter alia*, dismissing with prejudice the Action, as to Plaintiff and Defendant, as set forth above, substantially in the form of Exhibit B attached hereto; and
- (f) the Judgment has become Final, as defined in ¶1.14 hereof.

7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all remaining interest or right of Defendant in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If all of the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶7.4 hereof unless Plaintiff's Counsel and Defendant's Counsel on behalf of their respective clients mutually agree in writing to proceed with the Settlement.

7.3 If Persons who otherwise would be Settlement Class Members have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and if the total number of Persons excluded from the Class who would otherwise be Settlement Class Members is above a certain threshold, as set forth in a separate Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement") executed between Plaintiff's Counsel and Defendant's Counsel, then Defendant shall have the option to terminate this Stipulation in accordance with the procedures set

1 forth in the Supplemental Agreement. Unless the Court directs otherwise, the Supplemental  
 2 Agreement will not be filed with the Court unless and until a dispute between Plaintiff and Defendant  
 3 concerning its interpretation or application arises.

4 7.4 Unless otherwise ordered by the Court, in the event the Stipulation and Settlement  
 5 shall terminate, be canceled, or not become effective for any reason, within fourteen (14) calendar  
 6 days after written notification of such event is sent by Defendant's Counsel to the Escrow Agent, the  
 7 Settlement Fund (including accrued interest), less expenses which have been incurred or disbursed  
 8 pursuant to ¶2.8, which shall not exceed \$100,000, and ¶2.10 hereof, shall be refunded pursuant to  
 9 written instructions from Defendant's counsel. At the request of Defendant's Counsel, the Escrow  
 10 Agent or their designees shall apply for any tax refund owed on the Settlement Fund and pay the  
 11 proceeds, after deduction of any expenses incurred in connection with such application(s) for refund,  
 12 at the written direction of Defendant's counsel.

13 7.5 In the event that the Stipulation is not approved by the Court or the Settlement set  
 14 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the  
 15 Settling Parties shall be restored to their respective positions in the Action as of April 19, 2023. In  
 16 such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.43, 2.8, 2.10,  
 17 7.4-7.5, and 8.2-8.4 hereof, shall have no further force and effect with respect to the Settling Parties  
 18 and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or  
 19 order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,  
 20 *nunc pro tunc*, and Defendant retains all of its defenses and the Settling Parties shall be deemed to  
 21 return to their status as of April 19, 2023. No order of the Court or modification or reversal on appeal  
 22 of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees and  
 23 expenses, and interest awarded by the Court to Plaintiff's Counsel or Plaintiff, shall constitute  
 24 grounds for cancellation or termination of the Stipulation or Settlement.

## 25 8. Miscellaneous Provisions

26 8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this  
 27 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement  
 28

1 all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the  
2 foregoing terms and conditions of the Stipulation expeditiously.

3       8.2     The Settling Parties intend this Settlement to be a final and complete resolution of all  
4 disputes between them with respect to the Action and the Released Claims. The Settlement shall not  
5 be deemed an admission by any Settling Party or any of the Released Parties as to the merits of any  
6 claim or defense. The Settling Parties and their counsel agree that they shall not assert any claims  
7 of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution,  
8 defense or settlement of the Action, and the Final Judgment shall contain a finding that all Settling  
9 Parties and their counsel complied with the requirements of Rule 11 with respect to the institution,  
10 prosecution, defense, and resolution of the Action. The Settling Parties agree that the amount paid  
11 to the Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's  
12 length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation  
13 with competent legal counsel and not in reliance on any statements by Defendant. The Settling  
14 Parties further agree that the amount paid to the Settlement Fund was negotiated and agreed without  
15 any discussion of Plaintiff's Counsel's attorneys' fees and expenses.

16       8.3     Neither the Settlement, this Stipulation (whether or not consummated), including the  
17 Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may  
18 be approved by the Court), the negotiations leading to the execution of this Stipulation and the  
19 Settlement, nor any proceedings, communications, drafts, documents or agreements taken pursuant  
20 to or in connection with this Stipulation, and/or approval of the Settlement (including any arguments  
21 proffered in connection therewith):

- 22               (a)     shall be offered or received against Defendant as evidence of or construed as  
23                       or deemed to be evidence of any presumption, concession, or admission by  
24                       Defendant of the truth of any allegations by Plaintiff or any Settlement Class  
25                       Member or the validity of any claim that has been or could have been asserted  
26                       in the Action, or the deficiency of any defense that has been or could have  
27                       been asserted in the Action or in any other litigation, including, but not limited  
28                       to, litigation of the Released Claims, or of any liability, negligence, fault, or

wrongdoing of any kind of the Defendant or in any way referred to for any other reason as against the Defendant, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered or received against or to the prejudice of Defendant as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendant, or against Plaintiff or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiff and the Class;

(c) shall be offered or received against Defendant as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation is approved by the Court, Defendant and its Related Parties may refer to it to effectuate the release granted them hereunder; or

(d) shall be construed against Defendant, Plaintiff, or the Class as evidence of a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement.

8.4 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation.

8.5 The Released Parties may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

1           8.6     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
2 fully incorporated herein by this reference.

3           8.7     The Stipulation may be amended or modified only by a written instrument signed by  
4 or on behalf of all Settling Parties or their respective successors-in-interest.

5           8.8     No waiver of any term or provision of this Stipulation, or of any breach or default  
6 hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all  
7 Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this  
8 Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the  
9 same or any other term or provision or of any previous or subsequent breach thereof.

10          8.9     The Stipulation and the Exhibits attached hereto (together with the Supplemental  
11 Agreement referred to in ¶7.3) constitute the entire agreement among the Settling Parties and no  
12 representations, warranties, or inducements have been made to any Settling Party concerning the  
13 Stipulation or its Exhibits other than the representations, warranties, and covenants contained and  
14 memorialized in such documents. The Settling Parties agree that no prior drafts or unexecuted  
15 versions of the Stipulation, its Exhibits, and the Supplemental Agreement or communications  
16 between the Settling Parties shall be construed as evidence of the Settling Parties' intent or  
17 understanding of the Stipulation, its Exhibits, and the Supplemental Agreement.

18          8.10    Except as otherwise provided herein, each Settling Party shall bear its own costs.

19          8.11    The Settlement is not conditioned upon the settlement or approval of settlement of  
20 any derivative suits or other suits.

21          8.12    This Stipulation shall be construed and interpreted to effectuate the intent of the  
22 Settling Parties, which is to resolve completely those claims and disputes, including in the Action,  
23 and as more fully described herein. If any provision of this Stipulation shall be determined to be  
24 invalid, void, or illegal, such provision shall be construed and amended in a manner that would permit  
25 its enforcement, but in no event shall such provision affect, impair, or invalidate any other provision  
26 hereof.

27          8.13    Neither the Settlement Class Members nor Defendant shall be bound by this  
28 Stipulation if the Court modifies material terms thereof, provided, however, that it shall not be a

basis for Settlement Class Members to terminate the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the Net Settlement Fund amongst Authorized Claimants, or if the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Settlement if the Court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or Plan of Allocation or this Stipulation with respect to attorneys' fees or expenses, Released Defendant Parties shall be entitled to all benefits of the Settlement and shall not, under any circumstances, be called upon to contribute additional funds to the Settlement Fund.

8.14 Plaintiff's Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class that it deems appropriate.

8.15 Plaintiff and Plaintiff's Counsel represent and warrant that none of Plaintiff's claims or causes of action referred to in this Action or this Stipulation has been assigned, encumbered, or in any manner transferred in whole or in part.

8.16 Each counsel or other Person executing this Stipulation or any of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

8.17 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given via email as set forth below:

***If to Plaintiff or to Plaintiff's Counsel:***

Adam S. Heder  
JURISLAW LLP  
Three Centerpointe Drive  
Suite 160  
Lake Oswego, OR 97035  
adamh@jurislawyer.com

***If to Defendant or to Defendant's Counsel:***

Peter B. Morrison  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
300 South Grand Avenue, Suite 3400  
Los Angeles, California 90071-3144  
peter.morrison@skadden.com

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Alexander C. Drylewski  
Michael W. Restey Jr.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
One Manhattan West  
New York, New York 10001  
alexander.drylewski@skadden.com  
michael.restey@skadden.com

8.18 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

8.19 This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties.

8.20 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

8.21 Pending approval of the Court of this Stipulation and its Exhibits, all proceedings in this Action shall be stayed, and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendant Parties.

8.22 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Oregon, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Oregon, without giving effect to that State's choice-of-law principles, except to the extent that federal law requires that federal law govern.

8.23 Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

8.24 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

8.25 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of



the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

8.26 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

**IN WITNESS WHEREOF**, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated June 22, 2023.

/s/ Adam S. Heder

**JURISLAW LLP**

Adam S. Heder  
Three Centerpointe Drive  
Suite 160  
Lake Oswego, OR 97035  
adamh@jurislawyer.com  
Telephone: (503) 968-1475

*Counsel for Plaintiff and Counsel for the Proposed Class*

/s/ Alexander C. Drylewski

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM  
LLP**

Peter B. Morrison  
300 South Grand Avenue, Suite 3400  
Los Angeles, California 90071-3144  
peter.morrison@skadden.com  
Telephone: (213) 687-5000

Alexander C. Drylewski (admitted *pro hac vice*)  
Michael W. Restey Jr. (admitted *pro hac vice*)  
One Manhattan West  
New York, New York 10001  
alexander.drylewski@skadden.com  
michael.restey@skadden.com  
Telephone: (212) 735-3000

*Counsel for Defendant Maker Ecosystem Growth  
Holdings, Inc. NKA Metronym, Inc.*

ADAM S. HEDER (CSB #270946)  
adamh@jurislawyer.com  
JurisLaw LLP  
Three Centerpointe Drive  
Suite 160  
Lake Oswego, OR 97035  
Telephone: (503) 968-1475  
Facsimile: (503) 968-2003

*Attorney for Plaintiff*

*Additional counsel on next page*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

PETER JOHNSON, individually and on  
behalf of all other similarly situated,

Plaintiff,

v.

MAKER ECOSYSTEM GROWTH  
HOLDINGS, INC., NKA METRONYM,  
INC., a foreign corporation,

Defendant.

Case No.: 3:20-cv-02569-MMC

Judge: Hon. Maxine M. Chesney

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

EXHIBIT A

1 PETER B. MORRISON (SBN 230148)

peter.morrison@skadden.com

2 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

300 South Grand Avenue, Suite 3400

3 Los Angeles, California 90071-3144

Telephone: (213) 687-5000

4 Facsimile: (213) 687-5600

5 ALEXANDER C. DRYLEWSKI (admitted *pro hac vice*)

alexander.drylewski@skadden.com

6 MICHAEL W. RESTEY JR. (admitted *pro hac vice*)

michael.restey@skadden.com

7 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

One Manhattan West

8 New York, New York 10001

Telephone: (212) 735-3000

9 Facsimile: (212) 735-2000

10 *Attorneys for Defendant*

MAKER ECOSYSTEM GROWTH

11 HOLDINGS, INC. NKA METRONYM, INC.

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**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA*****PETER JOHNSON V. MAKER ECOSYSTEM GROWTH HOLDINGS, INC., NKA METRONYM, INC., CASE NO. 3:20-CV-02569***

**If you had a CDP or Vault on the Maker Protocol and were forced to liquidate your Ethereum on March 12 or 13, 2020, and received zero compensation (meaning \$10/ETH or less) as part of any related auction, you could get compensation from a class action settlement.**

***A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.***

- A settlement has been reached in a class action lawsuit with Maker Ecosystem Growth Holdings, Inc. nka Metronym, Inc. (“Metronym”), the Defendant in this case (the “Settlement”). Plaintiff Peter Johnson (“Plaintiff”) alleged that Metronym represented to users of the Maker Protocol that users’ collateral in their Collateralized Debt Positions (“CDP”) or Vaults would be protected through a fair market auction mechanism, when it in fact did not work that way, resulting in losses to hundreds of users on March 12 or 13, 2020. Metronym denies these allegations.
- You may be a Settlement Class Member if you had a CDP or Vault on the Maker Protocol and were forced to liquidate the Ethereum (“ETH”) in that CDP or Vault on March 12 and 13, 2020, and received zero compensation – meaning \$10/ETH or less – for that liquidated ETH as part of any related auction .
- Those individuals included in the Settlement will be eligible to make a claim to receive a pro rata share of the Settlement funds based on the amount of collateral lost on March 12 or 13, 2020.
- You have to take action on or before \_\_\_\_, 2023 in order to exercise certain legal rights and options in the Settlement, which are set forth in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<b>FILE A CLAIM BY</b> [____], 2023	<ul style="list-style-type: none"> <li>• The only way to receive a cash payment is to submit a timely and valid Claim.</li> </ul>
<b>EXCLUDE YOURSELF BY</b> [____], 2023	<ul style="list-style-type: none"> <li>• Excluding yourself means you will <b>get no payment from this Settlement</b>, but you will retain any rights you currently have to sue the Defendant about the claims in this case.</li> </ul>
<b>OBJECT TO THE SETTLEMENT BY</b> [____], 2023	<ul style="list-style-type: none"> <li>• If you do not exclude yourself, you may write to the Court about why you do not like this Settlement.</li> </ul>
<b>GO TO THE FINAL APPROVAL HEARING ON</b> [____], 2023 <b>AT</b> __:__.M	<ul style="list-style-type: none"> <li>• Ask to speak in Court about your opinion of this Settlement.</li> </ul>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• If you do nothing, you will get no payment from this Settlement and will give up your rights to sue the Defendant about the claims in this case.</li> </ul>

## BASIC INFORMATION

### 1. Why did I get this Notice?

You are receiving this Notice because your rights may be affected by the settlement of a class action lawsuit.

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement and your legal rights.

The lawsuit is *Peter Johnson v. Maker Ecosystem Growth Holdings, Inc. NKA Metronym, Inc.*, Case No. 3:20-cv-02569 (the “Lawsuit”), currently pending in the Federal District Court for the Northern District of California. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only.

### 2. What is this lawsuit about?

This Lawsuit asserts claims for negligent misrepresentation, intentional misrepresentation, and negligence, under California law, against defendant Metronym. According to the complaint in this Lawsuit, Metronym operated a cryptocurrency platform, called the Maker Protocol. The protocol utilizes a currency called Dai, which is collateralized by, among other things, a different cryptocurrency: Ethereum. The protocol requires users to deposit ETH into a CDP or Vault, entitling users to withdraw a limited amount of Dai. All CDPs or Vaults were required to be overcollateralized by a certain ratio. If the market value of ETH dropped (causing the Dai issued through the CDP or Vault to become under-collateralized), the protocol would trigger an auction whereby the collateral (i.e., the ETH) is sold to pay off the outstanding amount of Dai along with a liquidation penalty. According to the complaint, the balance of the collateral/Ethereum would, in turn, be returned to the CDP or Vault holder.

The complaint alleges that on March 12, 2020, the market price of ETH dropped dramatically causing en masse CDP or Vault liquidation auctions. According to the complaint, due to errors in the protocol, however, only one or two “bots” were adequately programmed to engage in the bidding process in the midst of a crush of network traffic. And because those bots were the only bidders, their zero-dollar bids won the auction. Thus, instead of receiving the balance of their collateral as they were allegedly promised under the protocol (less the liquidation penalty), many CDP or Vault owners were left with nothing. And as alleged in the complaint, these CDP or Vault owners lost the whole of their collateral.

Plaintiff contends — on behalf of himself and all similarly situated CDP or Vault owners — that Metronym misrepresented how the Maker Protocol would and should operate in the event of a liquidation and also that it negligently mismanaged the process in any event. As a result, numerous CDP or Vault owners lost millions of dollars of ETH.

Metronym denies all allegations of wrongdoing, and contends, among other things, that (1) CDP or Vault holders were clearly warned of the risks of using the Maker Protocol, (2) the Maker Protocol liquidation process was accurately described, and (3) any losses on May 12 or 13, 2020, were the result of nefarious third-party actors rather than any conduct by Metronym. The Court has not determined who is right. Rather, the Parties have agreed to settle the Lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 3. Why is this lawsuit a class action?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiff Peter Johnson), sue on behalf of people who have similar claims. All these people together are a “Class” or “Class Members.” In a settlement of a class action before the Class is certified, one court resolves the issues for all Class Members, for settlement purposes only, except for those who choose to exclude themselves from the Class.

### 4. Why is there a settlement?

The Court has not determined who is right. Rather, the Parties have agreed to settle the Lawsuit to avoid the uncertainties and expenses of continuing the Lawsuit. By agreeing to settle, the Parties avoid the cost and risk of a trial, and Settlement Class Members will get a chance to receive benefits sooner rather than, if at all, after the completion of a trial. The Class Representatives and their attorneys think this Settlement is best for all Settlement Class Members. This Settlement does not mean that Metronym did anything wrong.

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of this Settlement?

You may be a Settlement Class Member if you had a CDP or Vault on the Maker Protocol and were forced to liquidate your ETH on March 12 or 13, 2020, and received zero compensation – meaning \$10/ETH or less – as part of any related auction.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 6. What does this Settlement provide?

If approved, a Settlement Fund will be created totaling up to \$1,160,000.00. Settlement Class Member cash payments will come out of this Settlement Fund. Plaintiff's counsel may pay up to \$100,000.00 for the costs to administer the Settlement and to inform people about the Settlement. Class Counsel's attorney's fees and costs, up to \$400,000.00 (30% of the Settlement Fund plus reimbursement of costs), will be paid from the Settlement Fund, as approved by the Court.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website at [\[URL\]](#).

In exchange for these benefits, Settlement Class Members will release (i.e., discharge) Metronym from all claims of liability relating to the events of March 12 and 13, 2020 that were made or could have been made in the Lawsuit or in other legal proceedings or forums. These releases are set forth in specific detail in the Settlement Agreement.

### 7. How will payments be calculated?

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a cash payment based on a pro rata share of the Settlement depending on how much collateral you lost on March 12 or 13, 2020. This cash payment may be subject to a pro rata adjustment depending on the number of valid claims that are filed.

If the Settlement is approved by the Court, then, in accordance with the settlement terms set forth in the Settlement Agreement and summarized above, each Settlement Class Member who makes a timely and valid claim is entitled to a cash payment.

### 8. How much will my payment be?

The exact amount of cash payments cannot be calculated until: (a) the Court approves the Settlement; (b) the number of valid Claims are determined; and (c) amounts are deducted from the Settlement Fund for attorney's fees and costs and any additional notice and administration costs.

## HOW YOU GET A PAYMENT—PARTICIPATING IN THE SETTLEMENT

### 9. How can I get a payment?

You must submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website [\[URL\]](#), or by printing and mailing in a paper Claim Form, a copy of which is available for download here [\[URL\]](#). Claim Forms must be submitted online by 11:59 p.m. Pacific Time on \_\_\_\_, 2023 or postmarked and mailed by \_\_\_\_, 2023.

### 10. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for \_\_\_\_, 2023. If the Court approves the Settlement, Settlement Class Members who have submitted timely and valid Claims, will receive their payment after the Settlement

has been finally approved and/or any appeals process is complete. The payment will be made in the form selected when submitting a Claim (e.g., paper check, Paypal/Venmo, ACH/Direct Deposit, etc.), and all forms of payment will expire and become void 180 days after they are issued.

#### **11. What am I giving up to get benefits and stay in the Settlement?**

If this Settlement receives final approval from the Court, this Settlement will be legally binding on all Settlement Class Members, including Settlement Class Members who object, unless you exclude yourself from the Settlement. This means you will not be able to sue Metronym for the claims being released in this Settlement. This Notice is only a summary. The specific claims that you are giving up against Metronym are described in detail in the Settlement Agreement. You will be “releasing” Metronym and all related entities (the “Released Parties”) as described in the Settlement Agreement, regardless of whether you submit a claim or not. Again, the Settlement Agreement is available at [www.\\_\\_\\_\\_.com](http://www.____.com) or by calling 1-\_\_\_\_-\_\_\_\_-\_\_\_\_.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel listed below or you can, of course, talk to your own lawyer if you have questions about what this means.

#### **12. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail a letter by \_\_\_\_, 2023. Your letter must state that you want to be excluded from the *Johnson v. Maker Ecosystem Growth Holdings, Inc. nka Metronym, Inc.*, Case No. 3:20-cv-02569 Settlement. Your letter must also include your name, mailing address, and email or telephone number, must be personally signed by you and must be mailed and postmarked by \_\_\_\_, 2023, to:

Metronym March 12-13, 2020 Settlement  
Attention: Exclusion Requests

**[ADDRESS]**

#### **13. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendant for the claims that are resolved by the Settlement.

#### **14. If I exclude myself, can I get a payment from the Settlement?**

No. If you exclude yourself from the Settlement, you will not be able to get any payments from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

### **THE LAWYERS IN THE CASE**

#### **15. Do I have a lawyer in the case?**

##### **Class Counsel**

The Court has appointed the law firms listed below to represent you and other Settlement Class Members in the Settlement. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about this Settlement, they can be reached as set out below, or through the Settlement Administrator by calling 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or sending an email to \_\_\_\_@\_\_\_\_.com.

Please be advised, if you decide to object, which is your right and is explained in more detail below, Class Counsel cannot assist you with your decision to object, and if that is what you choose to do, you should obtain your own lawyer.



Adam S. Heder JurisLaw LLP Three Centerpointe Drive Suite 160 Lake Oswego, OR 97035 adam@jurislawyer.com	Eric Vogeler Vogeler, PLLC 2255 E Sunnyside Ave #581347 Salt Lake City, UT 84158 eric@vogeler.org
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#### 16. How are Class Counsel being paid? Are the Class Representatives being paid?

Class Counsel will ask the Court for an award of attorney's fees and costs up to a maximum of \$400,000.00 (30% of the Settlement Fund plus reimbursement of costs), to be paid from the Settlement Fund, but the Court may award less than this amount. Subject to approval by the Court, the Class Representative may also receive a service award totaling \$ , to come from the Settle Fund, for his services in helping to bring and resolve this case.

The Court will determine the appropriate amounts to award. The Settlement is *not* conditioned upon Court approval of any of the attorneys' fees and costs or Class Representative service award amounts.

### OBJECTING TO THE SETTLEMENT

#### 17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and you do not exclude yourself, you may object to the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing (defined and explained below), either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Johnson v. Maker Ecosystem Growth Holdings, Inc. nka Metronym, Inc.*, Case No. 3:20-cv-02569), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, and (c) be filed or postmarked on or before \_\_\_\_\_.

To object, you must file your objection with the Court on or before \_\_\_\_, 2023. The Court's address is

Federal District Court for the Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102

#### 18. What's the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to a settlement only if you stay in that settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no right to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.



## THE COURT'S FINAL APPROVAL HEARING

### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to finally approve the proposed Settlement. The Final Approval Hearing will be held on \_\_\_\_, 2023, at \_\_\_\_:00 \_\_.m. before Judge Maxine M. Chesney at the Federal District Court for the Northern District of California, San Francisco Courthouse, Courtroom 7, 450 Golden Gate Avenue, San Francisco, CA 94102.

If you want to attend the Final Approval Hearing, keep in mind that the date and/or time may be changed after this Notice is sent and attendance may require compliance with certain measures to maintain social distancing, so you should check the Settlement Website (www.\_\_\_\_.com) before making travel plans.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Final Approval Hearing. The Court may also decide how much to award Class Counsel for fees and costs, and whether and how much to award the Class Representatives for representing the Settlement Class (the Service Award).

**There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the Settlement will become final.**

The Court may change deadlines listed in this Notice without further notice to the Settlement Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the Settlement Website.

### 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions asked by the Court.

If you filed an objection with the Court, you do not have to come to Court to talk about it. So long as you filed your written objection with the Court on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### 21. May I speak at the Final Approval Hearing?

Yes. You or your lawyer may, at your own expense, come to the Final Approval Hearing and ask the Court for permission to speak. You must also file with the Court a Notice of Intention to Appear, which must also be mailed to the Settlement Administrator so that it is **postmarked no later than** \_\_\_\_, **2023**, and it must be **filed** with the Clerk of the Court by that same date at the address indicated above. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than \_\_\_\_, **2023**. *See* above for the addresses of the Court and the Settlement Administrator. You cannot speak at the Final Approval Hearing if you excluded yourself.

## GETTING MORE INFORMATION

### 22. How do I get more information about the Settlement?

This Notice is only a summary of the proposed Settlement of this Lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.\\_\\_\\_\\_.com](http://www.____.com). You can also contact the attorneys whose information is included in *Question 15* or use the resources listed below.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
<b>CALLING</b>	<ul style="list-style-type: none"> <li>Call the Settlement Administrator toll-free at 1- - - to ask questions and receive copies of documents.</li> </ul>
<b>E-MAILING</b>	<ul style="list-style-type: none"> <li>Email the Settlement Administrator at @ .com</li> </ul>
<b>WRITING</b>	<ul style="list-style-type: none"> <li>Send your questions by mail to: Metronym March 12-13, 2020 Settlement, [ADDRESS]</li> </ul>
<b>VISITING THE SETTLEMENT WEBSITE</b>	<ul style="list-style-type: none"> <li>Visit www. .com, where you will find answers to common questions about the Settlement plus other information to help you.</li> </ul>
<b>REVIEWING LEGAL DOCUMENTS</b>	<ul style="list-style-type: none"> <li>You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.cand.uscourts.gov">https://ecf.cand.uscourts.gov</a>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.</li> </ul>

**PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUIT, THE SETTLEMENT, OR THIS NOTICE.**

**THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.**

**Legal Notice about a Class Action Settlement**

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

**Notice of Class Action Settlement**

A settlement has been reached in a class action lawsuit with Maker Ecosystem Growth Holdings, Inc. nka Metronym, Inc. (“Metronym”), the Defendant in this case (the “Settlement”). Plaintiff Peter Johnson (“Plaintiff”) alleged that Metronym represented to users of the Maker Protocol that users’ collateral in their Collateralized Debt Positions (“CDP”) or Vaults would be protected through a fair market auction mechanism, when it in fact did not work that way, resulting in losses to hundreds of users on March 12 or 13, 2020. Metronym denies these allegations. The Court has not decided who is right.

**Am I a Settlement Class Member?** You may be a Settlement Class Member if you had a CDP or Vault on the Maker Protocol and were forced to liquidate the Ethereum (“ETH”) in that CDP or Vault on March 12 and 13, 2020, and received zero compensation – meaning \$10/ETH or less – for that liquidated ETH as part of any related auction.

**What Are the Settlement Terms?** If approved by the Court, a Settlement Fund will be created totaling up to \$1,160,000.00, which will be used to pay claims submitted by Settlement Class Members, and Class Counsel’s attorney’s fees and costs of \$348,000.00 (30% of the Settlement Fund), as approved by the Court. Up to \$100,000.00 of that amount may be used for the costs to administer the Settlement and to provide notice. Class Counsel’s attorney has also asked the Court to pay Mr. Johnson up to \_\_\_\_ for his services as class representative. Please visit [www.\\_\\_\\_\\_\\_](#) (“Settlement Website”) to learn more.

**How Do I Get a Settlement Payment?** You **must** complete and submit a Claim Form to receive a share of the Settlement Fund. You may be entitled to receive a cash payment if you had a CDP or Vault on the Maker Protocol and were forced to liquidate the Ethereum (“ETH”) in that CDP or Vault on March 12 and 13, 2020, and received zero compensation – meaning \$10/ETH or less – for that liquidated ETH as part of any related auction. This cash payment may be subject to pro rata adjustment depending on the number of valid claims that are filed. You may submit a Claim Form either electronically on the Settlement Website, or by printing and mailing in a paper Claim Form, copies of which are available for download on the Settlement Website. Claim Forms must be submitted online by 11:59 p.m. Pacific Time on **[Claims Deadline]** or postmarked and mailed by **[Claims Deadline]**.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Metronym over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or to object to the proposed settlement. Your written objection must be filed with the Court and mailed to the settlement administrator no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at the Settlement Website. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. You will lose the right to sue Metronym regarding any issues relating to this lawsuit.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_.m. on [date] before Judge \_\_\_\_\_ at the Federal District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. At that hearing, the Court will hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorney’s fees and costs; and decide whether to award the Class Representatives an amount for their services in helping to bring and settle this case.

**How Do I Get More Information?** For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to the Settlement Website or call the settlement administrator at 1-\_\_\_\_-\_\_\_\_.

PETER B. MORRISON (SBN 230148)  
peter.morrison@skadden.com  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
300 South Grand Avenue, Suite 3400  
Los Angeles, California 90071-3144  
Telephone: (213) 687-5000  
Facsimile: (213) 687-5600

ALEXANDER C. DRYLEWSKI (*pro hac vice*)  
alexander.drylewski@skadden.com  
MICHAEL W. RESTEY JR. (*pro hac vice*)  
michael.restey@skadden.com  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
One Manhattan West  
New York, New York 10001  
Telephone: (212) 735-3000  
Facsimile: (212) 735-2000

*Attorneys for Defendant*  
**MAKER ECOSYSTEM GROWTH**  
**HOLDINGS, INC. NKA METRONYM,**  
**INC.**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

PETER JOHNSON, individually and on behalf of all other similarly situated,	)	Case No.: 3:20-cv-02569-MMC
	)	
Plaintiff,	)	Judge: Hon. Maxine M. Chesney
	)	
v.	)	<b>PROOF OF CLAIM AND RELEASE</b>
	)	
MAKER ECOSYSTEM GROWTH HOLDINGS, INC., NKA METRONYM, INC., a foreign corporation,	)	<b>EXHIBIT A-3</b>
	)	
Defendant.	)	

**I. GENERAL INSTRUCTIONS**

1. To recover as a Member of the Class based on your claims in the action entitled *Johnson v. Maker Ecosystem Growth Holdings, Inc. et al.*, Case No. 3:20-cv-02569-MMC (“the Litigation”), you must complete and sign this Proof of Claim and Release. If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share the proceeds of the Settlement of the Litigation.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE ON OR BEFORE \_\_\_\_\_, 2023, ADDRESSED AS FOLLOWS:

*Maker Ecosystem Growth Holdings Litigation Settlement*  
Claims Administrator

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Online submissions: [ ]. If you are NOT a Member of the Class (as defined in the Notice of Pendency and Settlement of Class Action (the “Notice”)), DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

**II. CLAIMANT IDENTIFICATION**

You are a Settlement Class Member if you had a Collateralized Debt Position (“CDP”) or Vault on the Maker Protocol and were forced to liquidate your ETH on March 12 or 13, 2020, and

received Zero Compensation (meaning a winning bid of \$0-\$10/ETH) as part of any related auction, unless you are an excluded party under the terms of the Stipulation.

Use Part I of this form entitled “Claimant Identification” to identify each holder of record (“nominee”), if different from the beneficial holder of the CDP or Vault which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S) OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S) OF THE CDP OR VAULT UPON WHICH THIS CLAIM IS BASED.

All joint holder(s) must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

### **III. CLAIM FORM**

Use Part II of this form entitled “Schedule of Owners of CDPs or Vaults” to supply all required details of your ownership of CDP(s) or Vault(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

Copies of documents evidencing your ownership of CDP(s) or Vault(s) and the amount of Ethereum you had to liquidate on March 12 or 13, 2020 for which Zero Compensation was received, if available, should be attached to your claim.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

*Johnson v. Maker Ecosystem Growth Holdings, Inc. et al,*  
Case No. 3:20-cv-02569-MMC

**PROOF OF CLAIM AND RELEASE**

**PART I: CLAIMANT INFORMATION**

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's Name:

Co-Beneficial Owner's Name:

Entity Name (if claimant is not an individual):

Representative or Custodian Name (if different from Beneficial Owner(s) listed above):

Address 1 (street name and number):

Address 2 (apartment, unit, or box number):

City

State/Province

Zip/Postal Code

Country

Your Social Security Number (for individuals) or Taxpayer Identification Number (for estates, trusts, corporations, etc.):

Telephone Number (home):

Telephone Number (work):

<input type="text"/>	<input type="text"/>
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1 Email Address:

2

3

4 Account Number (if filing for multiple accounts, file a separate Claim Form for each account):

5

6 Claimant Account Type (check appropriate box):

7 ☐ Individual (includes joint owner accounts)

☐ Pension Plan

8 ☐ Corporation

☐ Estate

☐ IRA/401k

☐ Trust

9 ☐ Other (please specify): \_\_\_\_\_



**PART II: SCHEDULE OF OWNERS OF CDPS OR VAULTS**

**A. State the total number of CDPs or Vaults held on March 12 or 13, 2020: \_\_\_\_\_**

**B. Blockchain address of each affected CDP or Vault: \_\_\_\_\_**

**C. Amount of ETH you were forced to liquidate on March 12 or 13, 2020 for which you received zero compensation (meaning \$10/ETH or less) at the auction: \_\_\_\_\_**

If additional space is needed, attached separate numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

**YOU MUST READ AND SIGN THE RELEASE BELOW. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING YOUR CLAIM OR IN THE REJECTION OF YOUR CLAIM.**

**IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the holding of a CDP or Vault on or powered by the Maker Protocol and the liquidation of ETH on March 12 or 13, 2020 for which zero compensation was received (meaning \$10/ETH or less). I (We) know of no other person having done so on my (our) behalf.

**V. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge the Released Defendant Parties from the Settlement Class's Released Claims as provided in paragraphs 4.1 through 4.3 of the Stipulation of Settlement.

2. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Settlement becomes effective on the Effective Date.

3. I (We) hereby warrant and represent that I (We) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

4. I (We) hereby warrant and represent that I (We) have included information about all of my (our) holding of a CDP or Vault on the Maker Protocol and my (our) liquidation of ETH on March 12 or 13, 2020 for which I (We) received zero compensation (meaning \$10/ETH or less) at auction.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

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Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year)

in \_\_\_\_\_.  
(City) (State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing,  
*e.g.*, Beneficial Holder)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. Do not send originals of stock certificates or other documentation as they will not be returned.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR IF  
MAILED POSTMARKED NO LATER THAN \_\_\_\_\_, 2023, ADDRESSED AS  
FOLLOWS:**

*Maker Ecosystem Growth Holdings Settlement*  
Claims Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

www.\_\_\_\_\_.com