

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

***IF YOU INVESTED IN ROSE CITY INCOME FUND I, ROSE CITY INCOME FUND II, SENECA VENTURES AND/OR THEIR AFFILIATES, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.<sup>1</sup>***

**A Federal Court authorized this Notice. This is not a solicitation from a lawyer.**

The purpose of this Notice is to inform you of: (i) the pendency of a class action pending in the United States District Court for the District of Oregon known as *Amit Fatnani and Srinivas Guruzu v. JPMorgan Chase & Co., et al.*, No. 3:23-cv-00712, concerning an alleged crypto-currency based Ponzi scheme operated by Sam Ikkurty (the “Action”); (ii) the proposed settlement of claims against certain Defendants in the Action (the “Settlement,” as defined below); and (iii) an upcoming hearing to be held by the Court to consider: (a) whether the Settlement and (b) Class Counsel’s application for attorneys’ fees (not to exceed 33.33% of the gross settlement amount) and expenses, as well service awards to be awarded to the two Class Representatives (not to exceed \$5,000 each), should be approved (the “Final Fairness Hearing”).

You are receiving this Notice because records reflect that you are a member of the settlement class entitled to receive payment in connection with the Settlement. This Notice describes important rights you may have and what steps you must take if you wish to be excluded from the Class (defined below).

The proposed Settlement has been reached with Defendants Columbia Banking Systems, Inc. as Successor to Umpqua Holdings Corporation (“Umpqua”); KeyBank National Association (“KeyBank”); JPMorgan Chase Bank, N.A. (“Chase”); and Intertrust Corporate and Fund Services LLC (“Intertrust,” and collectively with Umpqua, Chase, and KeyBank, “Settling Defendants”).

**Terms of the Settlement:** The Settlement provides for \$3,750,000.00, collectively, in cash (the “Settlement Fund”) paid pursuant to the terms of a written Settlement Agreement entered into between Plaintiffs and the Settling Defendants on July 24, 2025 (hereafter, “Settlement Agreement”). As reflected in that Settlement Agreement, Umpqua, Chase, and KeyBank have agreed to pay \$1,000,000.00, each, to resolve the claims asserted against them, and Intertrust has agreed to pay \$750,000.00.

If the Settlement is approved, all net settlement proceeds (*i.e.*, all funds remaining after deduction of Court-approved expenses, attorneys’ fees, and service awards) will be paid to the Rose City Receivership Estate that has been established for the benefit of investors in Rose City Income Fund I, Rose City Income Fund II, Seneca Ventures, LLC and/or any of their affiliates under the supervision of a federal district court in the Northern District of Illinois, No. 1:22-cv-02465, and thereafter ultimately distributed to Class Members pursuant to the plan of allocation approved by that court. See the answer to question 9 (pages 5-6) for more information regarding the allocation of the proceeds from the Settlement.

**Class Definition:** The Settlement Class is defined as “All individuals and entities that invested in the Alleged Ponzi Scheme and/or contributed funds to the Alleged Ponzi Scheme Individuals/Entities<sup>2</sup>.”

**Reason for Settlement:** The Settlement provides guaranteed recovery for the Class on disputed claims against the Settling Defendants. In addition to the total settlement amount of \$3,750,000.00, the Settlement avoids the costs, delay, and risks associated with continued litigation, including the danger of no recovery.

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<sup>1</sup> This Notice incorporates by reference the definitions in the Settlement Agreement and all capitalized terms used, but not defined herein, shall have the same meanings as in that Agreement. The Settlement Agreement can be obtained at [www.rosecityincome.com](http://www.rosecityincome.com).

<sup>2</sup> The “Alleged Ponzi Scheme” means the alleged fraudulent scheme referenced in Plaintiff’s Fourth Amended Complaint, available at [www.rosecityincome.com](http://www.rosecityincome.com). The Alleged Ponzi Scheme Individuals/Entities are defined in the Settlement Agreement to include Sam Ikkurty a/k/a Sreenivas I Rao; Ravishankar Avadhanam; Jafia, LLC; Ikkurty Capital LLC; Rose City Income Fund I, LP; Rose City Income Fund II, LP; MySivana, LLC; Merosa, LLC; Seneca Ventures, LLC; and any other individuals or entities that played a similar role in the Alleged Ponzi Scheme.

Continuing with the case against Settling Defendants could have resulted in losses at the motion to dismiss, class certification, and/or summary judgment stages of the case, as well as a loss at trial or on appeal. The parties vigorously disagree on both liability and the amount of money that could have been won if the Class Representatives prevailed at trial. Settling Defendants expressly deny all of the claims and allegations of wrongdoing or liability made against them arising out of any of the conduct alleged in the Action.

Plaintiffs Amit Fatnani and Srinivas Guruzu (together, "Plaintiffs" and/or "Settlement Class Representatives" and their counsel identified below (hereafter, "Class Counsel") believe that this substantial benefit, payable upon final approval of the Settlement by the Court, is preferable to the risks of continued litigation and the possibility of a smaller recovery, or no recovery, years into the future after a trial and any appeals.

**Attorneys' Fees and Expenses:** Class Counsel will ask the Court for attorneys' fees up to 33.33%, as well as reimbursement of litigation expenses, all to be paid from the Settlement Fund. Class Counsel to date have not received any payment for their work investigating or prosecuting this Action or negotiating this Settlement.

**Key Deadlines:**

Request Exclusion from the Class:	_____, 2025
File an Objection to the Settlement:	_____, 2025
<b>Final Fairness Hearing:</b>	_____, 2025

**More Information:**

Settlement Administrator:	Representatives of Class Counsel:
Stretto [contact]	<p><b>Peiffer Wolf Carr Kane Conway &amp; Wise, LLP</b> Daniel B. Centner 935 Gravier St., Suite 1600, New Orleans, LA 70112 dcentner@peifferwolf.com;</p> <p><b>Silver Law</b> Scott L. Silver 11780 W. Sample Road, Suite 103 Coral Springs, Florida 33065 ssilver@silverlawcom;</p> <p><b>Olsen Daines</b> Michael Fuller 10011 SE Division St. Suite 314 Portland, OR 97266 michael@underdoglawyer.com.</p>

**Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

**PLEASE DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<b>DO NOTHING</b>	If you agree with the Settlement, you do not need to do anything.
<b>EXCLUDE YOURSELF</b>	This is the only option that allows you to pursue your own lawsuit against Settling Defendants concerning the legal claims in this Action and/or the claims released in the Settlement Agreement. If you exclude yourself from the Settlement you will not receive any payment from the Settlement Fund.
<b>GO TO THE HEARING</b>	You may ask to speak in Court about the fairness of the Settlement or the request for attorneys' fees, expenses and service awards.
<b>OBJECT</b>	You may write to the Court if you do not like any aspect of the Settlement or the request for attorneys' fees, expenses and service awards. If you exclude yourself from the Settlement, you cannot also object to the Settlement.

These rights and options, **and the deadlines to exercise them**, are explained in more detail below.

The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after objections or appeals, if any, are resolved. Please be patient.

### BASIC INFORMATION

#### 1. Why Did I Receive Notice of this Settlement?

This Notice is being sent to you pursuant to an order of the United States District Court for the District of Oregon (the "Court") because you may have invested in Rose City Income Fund I, LP, Rose City Income Fund II, LP, Seneca Ventures LLC and/or their affiliates and suffered losses thereby. The Court directed that you be sent this Notice because a class action lawsuit has been filed that potentially impacts your rights. You have been identified as a member of the Class and have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement.

The United States District Court for the District of Oregon is the Court in charge of the case, and the case is known as *Amit Fatnani v. JPMorgan Chase & Co, et al.*, No. 3:23-cv-00712 (the "Action"). Amit Fatnani and Srinivas Guruzu (previously defined as "Plaintiffs" or the "Class Representatives") filed this case on behalf of themselves and others similarly situated. The case named multiple defendants, including but not limited to Umpqua, KeyBank, Chase, and Intertrust (previously defined as the "Settling Defendants"). The Class Representatives and Settling Defendants have entered into a proposed Settlement that, if approved, will resolve all claims in the Action. The Settlement is only effective if approved by the Court.

This Notice explains the basis for this lawsuit and the terms of the Settlement. The purpose of this Notice is to explain your legal rights in this proposed class action, how you may be affected by the Settlement, what benefits are available as a result of the Settlement, and how to exclude yourself from the Settlement if you wish to do so. This Notice also informs potential members of the Class of a hearing to be held by the Court to consider the fairness and reasonableness of the Settlement, as well as to consider Class Counsel's motion for attorneys' fees and for the reimbursement of litigation expenses and service awards to the Class Representatives (previously defined as the "Final Fairness Hearing").

The Final Fairness Hearing will be held before the Honorable Michael H. Simon on \_\_\_\_\_, \_\_\_\_ 2025, in Courtroom 15B of the United States District Court for the District of Oregon, Mark O. Hatfield U.S. Courthouse, 1000 SW Third Ave., Portland, OR 97204. At the Final Fairness Hearing, the Court will determine:

- (i) whether the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;
- (ii) whether the proposed final judgment and bar order provided for under the Settlement should be entered, dismissing the claims against Settling Defendants, and whether the releases set forth in the Settlement Agreement should be ordered; and
- (iii) whether Class Counsel's motion for an award of reasonable attorneys' fees (not to exceed 33.33% of the gross settlement amount) and reimbursement of litigation expenses, as well as reasonable service awards for the Class Representatives (not to exceed \$5,000 for each of the two Representatives), should be approved.

## **2. What Is This Lawsuit About, and What Has Happened in the Lawsuit So Far?**

This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement.

Plaintiffs filed this Action as a proposed class action asserting claims arising out of their purchase of certain "Rose City" securities that were later determined to be sold as part of an alleged Ponzi scheme operated by Oregon resident Samuel Ikkurty. Plaintiffs allege that the securities at issue were sold in violation of the Oregon Securities Law because the issuers: 1) did not register the securities yet sold them through general solicitation efforts; and 2) sold the securities by means of untrue statements and omissions of material adverse facts regarding: (a) the use of investor funds; (b) the return of investor funds as distributions; and (c) various other misrepresentations concerning the securities' legitimacy. The lawsuit alleges that the Class Representatives and other investors lost millions of dollars because of these violations. The lawsuit further alleges that the Settling Defendants are jointly and severally liable for these violations because they participated or materially aided in the allegedly illegal securities sales. Settling Defendants deny Plaintiffs' claims and deny any liability for Plaintiffs' losses.

## **3. Why Is This Action a Class Action?**

In a class action, one or more people called class representatives (in this case the Plaintiffs/Class Representatives identified above) sue on behalf of people who have similar claims. All of these people and/or entities together are called a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Plaintiffs believe this case meets the legal requirements for a class action and thus filed seeking to resolve issues for all Class Members.

## **4. Why Is There a Settlement?**

The parties disagree about numerous issues in this Action, including: (1) whether the "Rose City" securities were required to be registered; (2) whether those securities were sold by means of false statements or omissions; (3) whether the Settling Defendants can be held liable for the sale of the securities; (4) whether the Court has jurisdiction over Intertrust; and (5) whether the Action can properly be maintained as a class action.

The Court did not decide in favor of the Class Representatives or Settling Defendants. Instead, their lawyers have negotiated settlements that they believe are in the best interests of their respective

clients. The Settlement allows all parties thereto to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, while allowing the Class Members to be compensated without further delay.

Had the case proceeded, the Class faced numerous difficult and complex legal and factual issues that presented significant risks to the case. Had Settling Defendants prevailed on any one of these issues, the Class would have received nothing.

In light of the risks of continued litigation with the Settling Defendants, the Class Representatives and Class Counsel believe that the Settlement is fair, adequate, and reasonable, and in the best interest of all Class Members. The Class Representatives and Class Counsel also believe that Settlement provides a substantial benefit, namely the payment of \$3,750,000.00 before court-awarded attorney's fees and reimbursement of costs, as compared to the risk that the claims would produce a similar, smaller, or no recovery after summary judgment, trial, and any appeals, possibly years in the future.

#### **5. How Do I Know if I Am Part of the Settlement?**

The Class includes: All individuals and entities that invested in the Alleged Ponzi Scheme and/or contributed funds to the Alleged Ponzi Scheme Individuals/Entities. The Alleged Ponzi Scheme is described in the Class Representative's Fourth Amended Complaint, available at [www.rosecityreceiver.com](http://www.rosecityreceiver.com).

The Alleged Ponzi Scheme Individuals/Entities include Sam Ikkurty a/k/a Sreenivas I Rao; Ravishankar Avadhanam; Jafia, LLC; Ikkurty Capital LLC; Rose City Income Fund I, LP; Rose City Income Fund II, LP; MySivana, LLC; Merosa, LLC; Seneca Ventures, LLC; and any other individuals or entities that played a similar role in the Alleged Ponzi Scheme.

#### **6. What Are the Exceptions to Being Included in the Class?**

You are not a Class Member if you submit a valid and timely request for exclusion from the Class, or if you are a Defendant in this Action, any entity in which Defendants have a controlling interest, Sam Ikkurty, Ravi Avadhanam, any Judge to whom this action is assigned, and/or any member of such Judge's staff and immediate family.

#### **7. I'm Still Not Sure if I Am Included in the Class.**

If you are still not sure whether you are included, you can ask for free help. You can email Stretto, which is acting as Settlement Administrator ("Settlement Administrator") at [stretto@rosecityreceiver.com](mailto:stretto@rosecityreceiver.com) or Class Counsel listed in the answer to Question 26 for more information.

### **THE SETTLEMENT BENEFITS**

#### **8. What Benefits Does the Settlement Provide?**

The Settling Defendants have agreed to pay \$3,750,000.00 in cash pursuant to the Settlement. These payments, less all costs of administration of the Settlement, and reasonable attorneys' fees and litigation expenses awarded to Class Counsel, as well any reasonable service award made to the Class Representatives, shall constitute the "Net Settlement Fund" that will be paid into the Qualified Settlement Fund established by the receiver overseeing the Receivership Estate created for the benefit of victims of the Rose City Ponzi Scheme (hereafter, "Rose City Receiver").

#### **9. How Will the Settlement Funds Be Allocated?**

As noted above, the Net Settlement Fund (*i.e.*, the amount that remains after Court-approved fees, expenses and service awards are deducted) will be paid into the Qualified Settlement Fund established by the Rose City Receiver, who will distribute those funds to victims in accordance with the plan of distribution approved by the court overseeing the Receivership Estate. The Rose City Receiver anticipates that the first distribution of Receivership assets may occur as early as third quarter of 2025, with subsequent distributions to occur thereafter.

The Rose City Receiver is assisted by Stretto, an administrator that works with the Rose City Receivership and that has also been appointed by the Court to serve as the Settlement Administrator in this Action (hereafter, the “Settlement Administrator”). The Settlement Administrator will issue checks to victims pursuant to the plan of distribution approved by the court overseeing the Receivership, and in accordance with any and all fiduciary or other duties owed by the Rose City Receiver. It is not possible to determine how much any individual Class Member may receive from the Settlement Fund at this time.

No person shall have any claim against the Class Representatives, Class Counsel, Settling Defendants, Settlement Administrator, Rose City Receiver, or other person designated by Class Counsel or Settling Defendants and/or the other released parties and/or their counsel based on distributions made substantially in accordance with the Settlement or further orders of the Court.

## HOW YOU GET A PAYMENT

### 10. How Will I Get a Payment?

The Settlement Administrator working with the Rose City Receiver has previously provided Rose City victims with a net loss determination calculating their investment losses. That net loss determination will be used to determine your eventual payment out of the Net Settlement Fund. If you agree with the Settlement Administrator’s calculations, you do not need to do anything further. If you believe those calculations are incorrect you may contest those calculations by providing supporting documentation in accordance with the procedures set established by the Court overseeing the Receivership Estate.

If the Court grants final approval of the Settlement, the Net Settlement Funds will then be paid into the Qualified Settlement Fund established by the Receiver, as described above. Thereafter, funds will be paid via checks, distributed via U.S. Mail, in accordance with the plan of distribution approved the Court overseeing the Receivership Estate.

### 11. When Will I Get My Payment?

The Court will hold the Final Fairness Hearing on \_\_\_\_\_, 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps several years in rare cases. Please be patient.

### 12. What Am I Giving Up by Staying in the Class?

Unless you exclude yourself, you will be a member of the Settlement Class. That means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants about the claims asserted in this Action or that could have been asserted in this Action. It also means that all of the Court’s orders will apply to you and legally bind you, and you will release your claims against the Released Parties as outlined below.

#### a. Terms of the Settlement Releases



The “Released Parties” include (1) the Settling Defendants (Columbia Banking Systems, Inc. as Successor to Umpqua Holdings Corporation; KeyBank National Association; JPMorgan Chase Bank, N.A.; and Intertrust Corporate and Fund Services, LLC); (2) the Settling Defendants’ predecessors, successors, affiliates, parents, subsidiaries, divisions, assignors, and assigneds; (3) each of the foregoing’s past, present, and future officers, directors, board and board members, principals, officials, employees, subsidiaries, parents, affiliates, divisions, joint venturers, contractors, subcontractors, subrogees, offices, controlled entities and persons, predecessors, successors, assignors, assigns, transferees, heirs, executors, shareholders, owners, investors, accountants, auditors, advisors, trustees, fiduciaries, consultants, agents, representatives, attorneys, partners, associates, senior counsel, managers, and members; and (4) each of the foregoing’s insurers, reinsurers, excess insurers, underwriters, and claims administrators. For the avoidance of doubt, the term “Released Parties” includes, but is not limited to, Intertrust Group B.V., a former defendant in the Action.

The “Releasing Parties” include the Settlement Class Representatives, all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class, the Rose City Receiver, in his capacity as the Court-appointed Receiver for the Rose City Fund Receivership Estate, and on behalf of the Rose City Fund Receivership Estate, and each of the foregoing’s agents, representatives, attorneys, heirs, administrators, executors, assigns, predecessors and successors in interest, and any other person or entity claiming by, through, on behalf of, or for the benefit of any of them.

“Released Claims” means, to the fullest extent that the law permits their release, all past, present, and future claims of any nature whatsoever in any way relating to the Action, including without limitation all claims, suits, actions, allegations, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), liabilities, causes of action, complaints, lawsuits, responsibilities, demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorney fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, and obligations of any kind, known or unknown, foreseen or unforeseen, whether or not concealed or hidden, asserted or unasserted, existing or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by, or on behalf of, for the benefit of, or in the name of the Settlement Class members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common, or foreign law, that now exist or have ever existed from the beginning of time until the date of this Agreement that are based upon, arise out of, or are related in any way to: (1) the conduct, transactions, or occurrences set forth in any pleading in the Action; (2) the Action; (3) the purchase, issuance, sale, or solicitation of the sale of any securities or financial instruments (including, without limitation, promissory notes, equity offerings, limited partnership interests, membership interests, and limited liability company interests) issued by any Jafia Group entity or individual; (4) the Settling Defendants’ and the Released Parties’ provision of any banking, fund administration, or other services to any Alleged Ponzi Scheme Individuals/Entities or to or for the benefit of any purchaser or holder of any securities or financial instruments issued by any Alleged Ponzi Scheme Individuals/Entities; and/or (5) the conduct of the settlement negotiations and the negotiation of the Settlement Agreement (except for representations or obligations expressly included in this Agreement), including without limitation fraud in the inducement thereof. Released Claims include, without limitation, any and all claims arising out of or relating to the Alleged Ponzi Scheme and the Alleged Ponzi Scheme Individuals/Entities.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the released parties on your own for any released claims, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

<b>13. How Do I Get Out of the Class?</b>
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To exclude yourself from the Class, you must mail to the Settlement Administrator a written request for exclusion to the address listed below, postmarked no later than sixty (60) days after the Settlement Administrator emails you with Notice of the Settlement (or, if Notice is provided via U.S. Mail, the date that Notice is postmarked). To be effective, the request for exclusion must include (a) the Settlement Class Member's full name and contact information (telephone number, email, and/or mailing address); (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) an unequivocal reference by name of the Litigation, e.g., "*Fatnani v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf.

Requests for exclusion should be sent to:

**Stretto**

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You cannot exclude yourself on the phone or by e-mail. Your request must be in writing and signed by you or an individual authorized to act on your behalf. If you ask to be excluded, you are not eligible to get any Settlement payment, and you cannot object to the Settlement. By excluding yourself from the Class, you are also excluding yourself from any participation in the Action. You will not be legally bound by anything that happens in Action, and will not receive any benefit from the Action.

**14. If I Do Not Exclude Myself, Can I Sue the Settling Defendants for the Same Claim Later?**

No. Unless you exclude yourself, you give up any right to sue Settling Defendants/Released Parties for the released claims. If you have a pending lawsuit against Settling Defendants or the released parties, speak to your lawyer in that case immediately.

**15. If I Exclude Myself, Can I Get Money from the Settlement?**

No. If you exclude yourself, you will not be entitled to any recovery under the Settlement described here. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant or the released parties asserting a released claim.

**THE LAWYERS REPRESENTING YOU**

**16. Do I Have a Lawyer in This Case?**

The Court appointed the law firms of Peiffer Wolf Carr Kane Conway & Wise, LLP, Silver Law Group, and OlsenDaines as Class Counsel to represent you and other Class Members. These lawyers will apply to the Court for payment from the Settlement Funds; you will not otherwise be charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How Will the Lawyers Be Paid?**

At the Final Fairness Hearing, Class Counsel will ask the Court to award reasonable attorneys' fees up to 33.33% of the Settlement Fund, and for reimbursement of charges and expenses that were incurred in connection with the Action. If approved, this compensation will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. To date, Class Counsel has not received any payment for their services on behalf of the Plaintiffs and the Class, nor has counsel been paid for their charges or expenses. The fees requested will compensate Class Counsel for their work in achieving the Settlement Fund and will be within the range of fees awarded to class



counsel under similar circumstances in other cases of this type, subject to Court approval. The Court may award less than the amounts requested.

**18. Can I Make an Appearance in this Action?**

Yes. Any Class Member may make an appearance in this Action through their own counsel, at their own expense.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or Class Counsel's request for an award of attorneys' fees, expenses, and service awards for the Class Representatives.

**19. How Do I Tell the Court that I Do Not Agree with the Settlement or Class Counsel's Request for an Award of Attorneys' Fees and Expenses and Service Awards for the Class Representatives?**

If you are a Class Member (and have not excluded yourself from the Class), you can object to the Settlement or Class Counsel's request for an award of attorneys' fees and expenses and service awards for the Class Representatives. The Court will consider your views.

Any objection must be in writing and must include all grounds for the objection. To object, you must send a letter stating that you object to the Settlement in *Amit Fatnani v. JPMorgan Chase & Co, et al.*, No. 3:23-cv-00712; indicating whether your objection(s) applies only to you, to a specific subset of the class, or to the entire class; and providing the reasons for your objection(s). Be sure to include your name, address, telephone number, and your signature. Any objection must be mailed or delivered such that it is received by each of the following no later than \_\_\_\_\_, 2025.

<p><b>Court:</b></p> <p>Clerk of the Court UNITED STATES DISTRICT COURT DISTRICT OF OREGON Mark O. Hatfield United States Courthouse 1000 SW Third Avenue Portland, OR 97204</p>	<p><b>Class Counsel:</b></p> <p><b>Peiffer Wolf Carr Kane Conway &amp; Wise, LLP</b> Daniel B. Centner 935 Gravier St., Suite 1600, New Orleans, LA 70112 dcentner@peifferwolf.com;</p> <p><b>Silver Law Group</b> Scott L. Silver 11780 W. Sample Road, Suite 103 Coral Springs, Florida 33065 ssilver@silverlawcom;</p> <p><b>Olsen Daines</b> Michael Fuller 10011 SE Division St. Suite 314 Portland, OR 97266 michael@underdoglawyer.com.</p>
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**20. What Is the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

### THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

#### 21. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold the Final Fairness Hearing at \_\_\_\_m., on \_\_\_\_\_, 2025 in Courtroom \_\_ of the United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 SW Third Ave., Portland, OR 97204. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses and service awards for the Class Representatives. The Court may decide these issues at the hearing or take them under consideration.

We do not know how long these decisions will take. The Court may adjourn or continue the Final Fairness Hearing without further notice to the Class.

#### 22. Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions that the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### 23. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter stating your intention to appear at the Final Fairness Hearing in *Amit Fatnani v. JPMorgan Chase & Co., et al.*, No. 3:23-cv-00712. Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be received no later than \_\_\_\_\_, 2025, by the Clerk of the Court at the address listed above, and must also be received by Class Counsel on or before that deadline.

You cannot speak at the hearing if you exclude yourself from the Class because the Settlement no longer affects you. You also cannot speak at the hearing if you have not provided written notice of your intention to speak at the Final Fairness Hearing, unless the Court orders otherwise.

### IF YOU DO NOTHING

#### 24. What Happens If I Do Nothing at All?

You do not have to do anything to participate in the Settlement. If the Court grants final approval of the Settlement, you will be bound by the Settlement (including the releases provided in the Settlement Agreement) and will receive your share of the net Settlement Fund based on the distribution method

discussed above.

#### GETTING MORE INFORMATION

##### 25. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement but does not contain all the details included in the Settlement. You can get a copy of the Settlement Agreement at [www.\\_\\_\\_\\_.com](http://www.____.com) or by contacting the Settlement Administrator at the contact information provided below. You can also get a copy of the Settlement Agreement from the Clerk's office at the United States District Court for the District of Oregon, 1000 SW Third Ave., Portland, OR 97204 during regular business hours.

##### 26. How Do I Get More Information?

You can call the Settlement Administrator toll-free at ( ) -- or visit the Settlement Administrator's website at [www.\\_\\_\\_\\_.com](http://www.____.com). You can also contact Class Counsel:

**Peiffer Wolf Carr Kane Conway & Wise, LLP**

Daniel Centner  
935 Gravier St., Suite 1600  
New Orleans, LA 70112  
(504) 523-2434  
dcentner@peifferwolf.com

**Silver Law**

Scott L. Silver  
11780 W. Sample Road, Suite 103  
Coral Springs, Florida 33065  
(954) 755-4799  
ssilver@silverlaw.com

**OlsenDaines**

Michael Fuller  
10011 SE Division St. Suite 314  
Portland, OR 97266  
(503) 222-2000  
michael@underdoglawyer.com

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: \_\_\_\_\_, 2025

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON