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| <p>THE UNITED STATES DISTRICT COURT</p> <p>DISTRICT OF UTAH</p>  |  |
| <p>MARK COMBS, VLAD IACOB, and BENJAMIN NORTHEY, Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>SAFEMOON LLC, SAFEMOON US, LLC, SAFEMOON CONNECT, LLC, TANO LLC, SAFEMOON LTD, SAFEMOON PROTOCOL LTD, SAFEMOON MEDIA GROUP LTD, BRADEN JOHN KARONY, JACK HAINES-DAVIES, HENRY “HANK” WYATT, JAKE PAUL, KYLE NAGY, DeANDRE CORTEZ WAY, BEN PHILLIPS, MILES PARKS McCOLLUM, THOMAS SMITH and DANIEL M. KEEM,</p> <p style="text-align: center;">Defendants</p> | <p>Case No. 2:22-cv-00642-DBB-JCB</p><br><p>Assigned Judge: Hon. David Barlow<br/> Referred Magistrate Judge: Jared C. Bennett</p> |

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

**TO: ALL PERSONS AND ENTITIES THAT PURCHASED SAFEMOON (SFM) TOKENS FROM MARCH 8, 2021 THROUGH NOVEMBER 1, 2023<sup>1</sup>**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

**WHY SHOULD I READ THIS NOTICE?**

This Notice is given pursuant to an order issued by the United States District Court for the District of Utah (the “Court”). This Notice serves to inform you of the proposed settlement of the

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement and Release dated \_\_\_\_\_ 2026 (the “Stipulation”), which is available at [www.SafeMoonSettlement.com](http://www.SafeMoonSettlement.com).

above class action lawsuit (the “Settlement”) for \$200,000 in cash, which Class Members may be eligible to participate in, and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation. The Stipulation is by and between: (i) Lead Plaintiffs Mark Combs, Vlad Jacob, and Benjamin Northey, on behalf of themselves and each Class Member (as defined below), by and through Lead Counsel (defined below); and (ii) Defendant Jake Paul, by and through his Counsel. Upon and subject to the terms and conditions hereof, Lead Plaintiffs, on behalf of themselves and the Class, on the one hand, and Defendant Jake Paul, on the other hand (collectively, “Settling Parties”), intend this Settlement to be a final and complete resolution of all disputes between the Settling Parties with respect to the Action. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>  |  |
|---|--|
| <b>ACTIONS YOU MAY PURSUE</b>   | <b>EFFECT OF TAKING THIS ACTION</b>  |
| <b>SUBMIT A PROOF OF CLAIM FORM POSTMARKED (IF MAILED) OR RECEIVED (IF FILED VIA EMAIL OR ONLINE) NO LATER THAN ____, 2025.</b> | Get payment. You will not have a right to pursue any other lawsuit against Defendant Jake Paul and the Released Parties relating to this case.                           |
| <b>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN ____, 2025.</b>       | Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendant Jake Paul and the Released Parties relating to this case. |
| <b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN ____, 2025.</b>                          | Write to the Court about why you don’t like the Settlement.  |
| <b>ATTEND THE SETTLEMENT FAIRNESS HEARING ON ____, 2025 AT ____.</b>  | Speak in Court about the fairness of the Settlement.   |
| <b>DO NOTHING</b>   | Get no payment. Give up your rights.   |

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Authorized Claimants, in accordance with the Plan of Allocation set forth below, if the Court approves the Settlement and, if there are any appeals, after the appeals are resolved. Please be patient.

## **WHAT IS THIS LAWSUIT ABOUT?**

### **The Allegations and Status of the Case**

In the Action, Lead Plaintiffs allege as follows: SafeMoon was a cryptocurrency and blockchain company based in Pleasant Grove, Utah that was created in March 2021. The value of the SFM Token increased exponentially in its first month of existence, with the SafeMoon Token's market capitalization reaching billions of dollars in April 2021. Over time, however, allegations that SafeMoon's principals made misrepresentations and engaged in other alleged misconduct led to a sharp reduction in the market price of the SFM Tokens.

On February 17, 2022, the Action was filed in the United States District Court for the Central District of California against the SafeMoon entities, and numerous other parties, including Defendant Jake Paul. On June 7, 2022, the Lead Plaintiffs were appointed and Scott+Scott Attorneys at Law LLP was appointed as Lead Counsel. On October 5, 2022, the Action was transferred to the District of Utah and was thereafter assigned to Judge Barlow. On March 17, 2023, the operative complaint was filed.

Rather than go through the time and expense of litigating a motion to dismiss, the Settling Parties explored early resolution. Following protracted good faith, arm's length negotiation efforts, Lead Plaintiffs and Defendant Jake Paul, by and through their respective counsel, reached a final agreement for the settlement of the Lead Plaintiffs' claims against Defendant Jake Paul in the Action.

Throughout this Action, Defendant Jake Paul has denied, and continues to deny, any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Defendant Jake Paul has expressly denied, and continues to deny, that he committed any act or omission giving rise to any liability under Sections 5, 12, and 15 of the Securities Act of 1933, Sections 10(b) or 20(a) of the Securities Exchange Act 1934, or under the state law claims or any other claims asserted in the Complaint. Specifically, Defendant Jake Paul expressly has denied, and continues to deny, each and all of the claims alleged by Lead Plaintiffs in the Action, including, without limitation, any liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendant Jake Paul also has denied, and continues to deny, among other allegations, the allegations that Lead Plaintiffs or the Class Members have suffered any damages, that Defendant Jake Paul solicited unregistered securities, participated in a fraudulent scheme, or made any material misrepresentations or omissions, or that Lead Plaintiffs or the Class Members were harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Defendant Jake Paul maintains that he has meritorious defenses to the claims made in the Action and any other claims that could be alleged in the Action.

**THE COURT HAS NOT RULED AS TO WHETHER DEFENDANT JAKE PAUL IS LIABLE TO LEAD PLAINTIFFS OR THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO**

**ADVISE YOU OF THE PENDENCY OF THE ACTION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

**HOW DO I KNOW IF I AM A CLASS MEMBER?**

If you purchased or otherwise acquired SafeMoon (SFM) Tokens between March 8, 2021 and November 1, 2023, inclusive, you may be a Class Member. As set forth in the Stipulation, excluded from the Class are any persons named as Defendants in the operative complaint, including SafeMoon's founders, former officers and directors, members of their immediate families, legal representatives, heirs, successors or assigns, and any entity in which they have or had a controlling interest.

If you are not sure if you are a Class Member, you can ask for free help. You can contact the Claims Administrator at 1-800-xxx-xxxx, or John T. Jasnoch, a representative of Lead Counsel, at 1-800-332-2259. You can also fill out and return the Proof of Claim enclosed with this Notice.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice, as directed herein.

**WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The Settlement, if approved, will result in the creation of a cash settlement fund consisting of an initial payment of \$200,000 cash (the "Settlement Fund"), which will be deposited in a separate, interest-bearing account. The Settlement Fund, plus accrued interest and minus any attorneys' fees and expenses that may be approved by the Court (the "Net Settlement Fund"), will be distributed to Class Members pursuant to the Plan of Distribution that is described in the next section of this Notice.

Should the Court award attorneys' fees and expenses of up to 33% of the Settlement Fund (or \$66,000), the Net Settlement Fund will be approximately \$134,000.

Additionally, a Class Member's actual recovery will be a pro rata proportion of the Net Settlement Fund determined by that Claimant's recognized claim as compared to the total recognized claims submitted. An individual Class Member may also receive more or less depending on the value of claims submitted by all Class Members, and on whether the individual's SFM Tokens were held or sold, and, if sold, when they were sold and the amount received. See the Plan of Allocation below for more information on how claims are calculated.

**WHAT IS THE PROPOSED PLAN OF DISTRIBUTION?**

Lead Counsel has consulted with their experts in developing the Plan of Allocation, which determines the amount that an Authorized Claimant may recover. The calculation of claims is not

an estimate of actual damages or the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants.

Tradable SafeMoon (SFM) tokens purchased or otherwise acquired on or after March 8, 2021 and on or before November 1, 2023 (collectively, the “Eligible Tokens”) are potentially eligible for recovery. The recovery for each purchased token will be based on their Recognized Loss and resulting total value of each Authorized Claimant’s Recognized Claim (as a percentage of the Aggregate Recognized claims of all Authorized Claimants), as set forth below.

**A. Calculation of Recognized Losses on Eligible Tokens**

For each Eligible Token, the Recognized Loss for each such share shall be calculated as set forth below. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero and the Claimant shall not be entitled to any recovery from the Settlement Fund.

For Eligible Tokens purchased on or after March 8, 2021 and on or before November 1, 2023, inclusive, the Recognized Loss shall be equal to (a) the amount the Claimant paid for the Eligible Token(s) during that period, **less** (b) the amount, if any, the Claimant received in any sale of such Eligible Tokens on or before December 14, 2023. The value of any Cryptocurrency used to acquire Eligible Tokens – or received in a sale of Eligible Tokens – shall be converted to U.S. dollars based on the market price of such Cryptocurrency on the applicable acquisition or sale date.

**B. Additional Provisions Relating to the Calculation of Recognized Losses**

For Class Members who made multiple purchases (and/or acquisitions) and/or sales of Eligible Tokens during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to purchases (and/or acquisitions) and sales for purposes of calculating a claim. Under the FIFO method, sales of SafeMoon tokens during the Class Period will be matched in chronological order against SafeMoon Tokens purchased or otherwise acquired during the Class Period.

All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Eligible Tokens during the Class Period shall not be deemed a purchase or sale of such shares for the calculation of a Claimant’s Recognized Claim, nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment, or if the donor or decedent purchased or otherwise acquired such Eligible Tokens during the Class Period and no Proof of Claim form was submitted by or on behalf of the donor, on behalf of the decedent, or anyone else with respect to such Eligible Tokens.

**C. Allocation of Net Settlement Proceeds Based on Recognized Losses**

A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss amounts for their Eligible Tokens, as determined in accordance with §§A and B above.

To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Eligible Tokens during the Class Period, the value of the Claimant's Recognized Claim shall be zero, but such Claimants shall in any event be bound by the Settlement. For the purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount and (ii) the sum of the Claimant's Sales Proceeds.

To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in SafeMoon Tokens purchased during the Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which shall be the Authorized Claimant's Recognized Claim divided by the aggregate Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

The Net Settlement Fund will not be distributed to Class Members unless and until the Court has (a) approved the Settlement; and (b) the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is separate from approval of this or any other plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

Each Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim. Payment pursuant to the Plan of Distribution set forth above shall be conclusive against all Class Members.

You should contact the Claims Administrator or Lead Counsel if you disagree with any determinations that may be made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement

**MUST I CONTACT LEAD COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the address or email address designated on the Proof of Claim form accompanying this Notice, you need not contact Lead Counsel. If you did not receive this Notice but believe you should have, or if your address changes, please contact the Claims Administrator at:

Safemoon Settlement

Claims Administrator  
c/o Stretto Inc.  
PO BOX –  
Address  
info@safemoonsettlement.com

## **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

## **WHAT ARE THE REASONS FOR SETTLEMENT?**

The Court has not reached any final decisions regarding the merits of the claims or defenses asserted in the Action. Instead, the Lead Plaintiffs and Defendant Jake Paul have agreed to this Settlement, which was negotiated arms-length with experienced counsel. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Lead Plaintiffs and the Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for an intense and longer period of time, delaying any possible recovery for the Class. Continuation of the case against Defendant Jake Paul could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement. Furthermore, even if the Class were successful, there would be a significant risk on appeal.

Lead Plaintiffs and Lead Counsel believe that this Settlement is fair and reasonable to the Members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Lead Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation and of any recovery, are an excellent result for the Class.

## **WHO REPRESENTS THE CLASS?**

The law firm of Scott+Scott Attorneys at Law LLP represent you and other Class Members. These lawyers are called Lead Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **HOW WILL LEAD COUNSEL BE PAID?**

Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Lead Counsel will apply for an award not to exceed

\$66,000. This sum may be approved by the Court and will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Lead Counsel has committed significant time and expenses in litigating this case for the benefit of the Class. To date, Lead Counsel have not been paid for their services in conducting this Action on behalf of the Lead Plaintiffs and the Class, or for their expenses. The fees requested will compensate Lead Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Lead Counsel.

### **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

If you want to keep the right to sue or continue to sue Defendant Jake Paul on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class.

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class in the following action: *Combs, et al. v. SafeMoon LLC, et al.*, Case No. 2:22-cv-00642-DBB-JCB (D. Utah). Be sure to include your name, address, e-mail address, telephone number, wallet address(es) of any wallets used for purchases or sales of Eligible Tokens, and sign the letter. Your exclusion request must be postmarked no later than \_\_\_\_\_, 2026 and sent to Lead Counsel at the address listed on Page     .

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit. If you wish to be excluded from the Settlement Class, submit a request for exclusion only and do not submit an objection to the Settlement. If you do submit both a request for exclusion and an objection to the Settlement, your objection will be disregarded.

### **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, AND/OR PAYMENT TO LEAD PLAINTIFFS?**

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, and expenses, and/or application for an award to the Lead Plaintiffs for their time and expenses. To object, you must write to the Court setting out your objection in the case known as *Combs, et al. v. SafeMoon LLC, et al.*, Case No. 2:22-cv-00642-DBB-JCB (D. Utah) stating why you think the Court should not approve any part or all of the Settlement, the requested attorneys' fees, costs, and expenses, and/or application for an award to the Lead Plaintiffs for their time and expenses. You must include your name, address, telephone number, and your signature; include documents sufficient to prove your membership in the Class. Your letter must also state the specific reasons why you object, including any legal or evidentiary support for your objection.

Your objection must state whether it applies only to you, to a specific subset of the Class, or to the entire Class.

Your objection must be filed with the United States District Court for the Southern District of Utah by hand or by mail at the address listed below such that it is **received on or before** \_\_\_\_\_, **2026**, at the address set forth below. You must also serve the papers on Lead Counsel and Defendant’s Counsel at the addresses set forth below so that the papers are **received on or before** \_\_\_\_\_, **2026**.

| <b>COURT</b>  | <b>LEAD COUNSEL</b>  | <b>DEFENDANT’S COUNSEL</b>  |
|---|--|---|
| Clerk of the Court<br>United States District<br>Court for the District of<br>Utah<br><br>Orrin G. Hatch United<br>States Courthouse<br>351 South West Temple,<br>Rm. 10.430 Salt Lake<br>City, Utah 84101 | John T. Jasnoch<br>Scott+Scott Attorneys at Law<br>600 W. Broadway, Suite 3300<br>San Diego, CA 92101<br>Telephone: 619-233-4565<br>Facsimile: 619-233-0508<br>jjjasnoch@scott-scott.com | Levi Y. Silver<br>Solomon Ward Seidenwurm &<br>Smith LLP<br>401 B St.<br>Ste. 1200<br>San Diego, CA 92101<br>(Counsel for Defendant Jake<br>Paul) |

Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will not be able to appear separately at the Settlement Hearing or to make any objection to the Settlement, the application for attorneys’ fees, costs, and expenses, and/or application for an award to the Class Representative for their time and expenses.

If you hire an attorney (at your own expense) to represent you for purpose of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the addresses set out above) by no later than \_\_\_\_\_, 2026.

**WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?**

Objecting is telling the Court that you do not like something about the proposed Settlement, Lead Counsel’s request for an award of attorneys’ fees and expenses, or an award to the Lead Plaintiffs for their time and expenses. 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 or participate in the recovery. If you exclude yourself, you have no basis to object because the case no longer applies to you.

**HOW CAN I GET A PAYMENT?**

To share in the distribution of the Net Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release Form (“Proof of Claim”) by mail (postmarked no later than \_\_\_\_\_, 2026), or electronically at the following website:

www.SafeMoonSettlement.com, or by email at the following email address: info@safemoonsettlement.com, no later than \_\_\_\_\_, 2026. The address for mailing the proof of claim is:

Safemoon Settlement  
Claims Administrator  
c/o Stretto Inc.  
PO BOX –  
Address

Your failure to submit your Proof of Claim by \_\_\_\_\_, 2026, will subject your claim to possible rejection and may preclude you from receiving any of the recovery in connection with the Settlement of this Action. If you do not submit a valid Proof of Claim, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

#### **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant Jake Paul relating to securities claims involving the purchase or other acquisition of the SafeMoon (SFM) Tokens at issue in this case. It also means that all of the Court’s orders will apply to you and legally bind you and you will fully, finally, and forever release the Releasing Lead Plaintiff Claims in this case.

“Released Claims” means all Released Defendant’s Claims and all Releasing Lead Plaintiff Claims.

“Releasing Lead Plaintiffs’ Claims” means any and all individual or class claims, demands, losses, rights, and causes of action of any nature whatsoever, known or Unknown Claims, whether arising under federal, state, common, or foreign law by the Releasing Lead Plaintiff Parties against any of the Released Defendant Parties, that have been or could have been asserted in the Action, or could in the future be asserted in any forum, domestic or foreign, or which arise out of, are based upon, or relate to in any way to (i) the purchase, sale, acquisition, or disposition of SafeMoon or SFM Tokens and (ii) any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Action. For the avoidance of doubt, Releasing Lead Plaintiffs’ Claims do not include: (i) claims relating to the enforcement of the Settlement; (ii) any claims of Persons who submit a request for exclusion that is accepted by the Court; and (iii) any Releasing Lead Plaintiffs’ Claims against third parties, including those who acted in concert with or aided and abetted any wrongdoing by Defendant Jake Paul.

“Releasing Plaintiff Parties” means each and every Settlement Class Member, Lead Plaintiff, Lead Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, affiliates, contractors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited

liability companies; and the spouses, members of the immediate families, representatives, heirs, executors, and administrators of any Releasing Lead Plaintiff Party who is an individual, as well as any trust of which any Releasing Lead Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Releasing Lead Plaintiff Parties does not include ---, or any Person who timely and validly seeks exclusion from the Settlement Class.

“Released Defendant” means Defendant Jake Paul.

“Released Defendant’s Claims” means all claims and causes of action of any nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common, or foreign law, that Released Defendants could have asserted against the Releasing Lead Plaintiff Parties that arise out of, or relate in any way to, the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement or any claims against any Person who submits a request for exclusion that is accepted by the Court.

“Released Defendant Parties” means Defendant Jake Paul, and his Counsel. Released Defendant Parties also means, with respect to Defendant Jake Paul and his Counsel, each of their respective past or present direct or indirect subsidiaries, parents, affiliates, principals, successors, and predecessors, assigns, officers, directors, controlling shareholders, underwriters, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, accountants, auditors, financial or investment advisors or consultants, insurers; the spouses, members of the immediate families, representatives, heirs, executors, and administrators of Defendant Jake Paul and his Counsel.

“Released Parties” means the Released Defendant Parties and the Releasing Lead Plaintiffs Parties.

“Releasing Parties” means each of the parties releasing a claim, as defined in the Stipulation.

The above description of the proposed Settlement is only a summary. The complete terms are set forth in the Stipulation (including its exhibits), which may be obtained at [www.SafeMoonSettlement.com](http://www.SafeMoonSettlement.com), or by contacting Lead Counsel listed on Page     . In the event of any inconsistency between this notice and the Stipulation, the terms of the Stipulation control.

## **THE SETTLEMENT FAIRNESS HEARING**

The Court will hold a Settlement Fairness Hearing \_\_\_\_\_, 2026, at \_\_\_\_\_, before the Honorable David Barlow, United States District Judge, at the United States District Court for the District of Utah, Orrin G. Hatch United States Courthouse, 351 South West Temple, Rm. 10.420, Salt Lake City, Utah 84101, for the purpose of determining whether: (1) the Settlement should be approved by the Court as fair, reasonable, and adequate; (2) to award Lead Counsel attorneys’ fees and expenses out of the Settlement Fund; (3) to pay the Lead Plaintiffs for their time and expenses incurred in representing the Class; and (4) to enter the final Judgment as provided under the Stipulation. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to Members of the Class. If you want to attend the hearing, you should check with Lead

Counsel or [www.SafemoonSettlement.com](http://www.SafemoonSettlement.com) beforehand to be sure that the date and/or time have not changed.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters.

**HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the District of Utah. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and proposed Judgment may be obtained on the settlement website, [www.SafemoonSettlement.com](http://www.SafemoonSettlement.com), or by contacting the Claims Administrator at:

SafeMoon Settlement  
Claims Administrator  
c/o Stretto, Inc.  
PO Box ---  
Address  
1-800-XYZ-ABCD  
[info@safemoonsettlement.com](mailto:info@safemoonsettlement.com)

In addition, you may contact John T. Jasnoch, a representative of Lead Counsel, at 1-800-332-2259, if you have any questions about the Action or the Settlement or want to obtain Settlement documents.

**DO NOT WRITE TO, OR TELEPHONE, THE COURT FOR INFORMATION**

DATED: \_\_\_\_\_, 2026

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE DISTRICT  
OF UTAH