

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

RAYMOND BALESTRA, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

ATBCOIN LLC, EDWARD NG, and  
HERBERT W. HOOVER,

Defendants.

C.A. No. 1:17cv10001

Hon. Vernon S. Broderick

CLASS ACTION

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

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

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT (THE “ACTION”) IF, DURING THE PERIOD BETWEEN JUNE 12, 2017 AND SEPTEMBER 15, 2017, INCLUSIVE (THE “CLASS PERIOD”), YOU PURCHASED OR OTHERWISE ACQUIRED SECURITIES OF ATBCOIN, LLC. (“ATB” OR THE “COMPANY”) WHILE LOCATED IN THE UNITED STATES. SECURITIES BOUGHT FROM ATBCOIN LLC ARE REFERRED TO IN THIS NOTICE AS ATB TOKENS.<sup>1</sup>**

**PLEASE ALSO BE ADVISED THAT THE COURT-APPOINTED LEAD PLAINTIFF, RAYMOND BALESTRA, ON BEHALF OF THE CLASS (DEFINED BELOW), HAS REACHED A PROPOSED SETTLEMENT OF THE ACTION FOR A TOTAL OF: (I) US \$250,000 IN CASH; AND (II) ANY EARNINGS ON ANY SUCH MONIES THAT WILL RESOLVE ALL CLAIMS IN THE LITIGATION (THE “SETTLEMENT”).**

**IF YOU DO NOT WISH TO BE INCLUDED IN THE CLASS AND YOU DO NOT WISH TO PARTICIPATE IN THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE, YOU MAY REQUEST TO BE EXCLUDED. TO DO SO, YOU MUST SUBMIT A WRITTEN REQUEST FOR EXCLUSION THAT MUST BE RECEIVED ON OR BEFORE AUGUST 9, 2022.**

**SUMMARY OF THIS NOTICE**

**I. Description of the Litigation and the Class**

This Notice relates to the proposed Settlement of a class action lawsuit pending against ATBCOIN LLC, Edward Ng, and Herbert W. Hoover (the “Defendants”). The proposed Settlement, if approved by the Court, will settle all claims against the Defendants of all persons and entities who purchased or otherwise

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<sup>1</sup> This Notice of Pendency and Proposed Class Action Settlement (“Notice”) incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated April 1, 2020 (the “Stipulation”). All capitalized terms used, but not defined herein, shall have the same meanings the terms defined as in the Stipulation. The Stipulation is posted on the Claims Administrator’s settlement website, [www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB).

acquired ATB Tokens between June 12, 2017 and September 15, 2017, inclusive (the “Class Period”), while located within the United States at the time of their transaction and were allegedly damaged thereby (the “Settlement Class” or “Class”).

## **II. Statement of Class’ Recovery**

Subject to Court approval, and as described more fully in Section III below, Lead Plaintiff,<sup>2</sup> on behalf of the Class, has agreed to settle all claims related to the purchase or sale of ATB Tokens during the Class Period that were or could have been asserted against the Defendants and the other Released Parties in this Action in exchange for a settlement payment of US \$250,000 in cash (the “Settlement Amount”) and any earnings on any such monies, which has been deposited into an interest-bearing escrow account held by the Escrow Agent<sup>3</sup> (the “Settlement Fund”). Based on Lead Counsel’s estimate of the number of ATB Tokens purchased by Class Members, and assuming that all of those owners participate in the Settlement, Lead Counsel estimates that the average recovery would be no less than \$0.71 per ATB Token, before the deduction of Court-approved fees, expenses and costs as described herein. Class Members should note, however, that this is only an estimate based on the overall number of ATB Tokens potentially purchased by Class Members. Some Class Members may recover more or less than this estimated amount depending on, among other factors, how many ATB Tokens were sold to purchasers in the United States, how many Class Members file claims, and the timing and prices at which their ATB Tokens were acquired or sold. Historically, actual claim rates in class actions are less than 100%, which would result in a higher distribution per ATB Token. The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys’ fees and litigation expenses awarded to Lead Counsel) will be distributed in accordance with a plan of allocation (the “Plan of Allocation”) that will be approved by the Court and will determine how the Net Settlement Fund shall be allocated to the members of the Class who submit valid Proof of Claim and Release forms (“Proof of Claim”). Lead Plaintiff’s proposed Plan of Allocation is included in this Notice.

## **III. Reasons for Settlement**

The Court has not reached any final decisions in connection with Lead Plaintiff’s claims against the Defendants. Instead, Lead Plaintiff and the Defendants (collectively, the “Settling Parties”) have agreed to this Settlement, which was reached with after extensive arm’s length negotiations.

For Lead Plaintiff, the principal reason for the Settlement is the immediate benefit of a cash recovery for the Settlement Class from Defendants from whom it would otherwise likely be extremely difficult to recover funds. This benefit must be compared to the risk that no recovery or a smaller recovery might be achieved following the completion of fact and expert discovery and the briefing of summary judgment motions. Even if the case advanced to trial, Lead Plaintiff would face the risk of losing at trial and the risk that a Class might not be certified, as well as the risk of likely appeals which could last one or more additional years even if Lead Plaintiff prevailed at trial. These risks would be compounded by the difficulty, and possible impossibility, of enforcing any judgment against the Defendants. For the Defendants (who deny all allegations of liability and deny that any Class Members were damaged) the principal reason for the Settlement is to eliminate the burden, expense, uncertainty, and risk of further litigation.

## **IV. Statement of Average Amount of Damages Per ATB Token**

The parties do not agree on the average amount of damages per ATB Token, if any, that would be recoverable if Lead Plaintiff was to prevail. The issues on which the Settling Parties disagree include, but are not limited to: (1) whether ATB Tokens operated as a security; (2) the extent of control Defendants maintained over the value of ATB Tokens; (3) whether ATBCOIN issued securities without proper SEC approval; and (4)

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<sup>2</sup> The Court-appointed Lead Plaintiff is Raymond Balestra.

<sup>3</sup> The “Escrow Agent” is Lead Counsel or an assigned agent.

the extent to which Class Members were damaged (if at all).

The Defendants deny that they did anything wrong, deny any liability to Lead Plaintiff, and deny that Lead Plaintiff and the Class Members have suffered any damages attributable to the Defendants' actions. Contrary to the Defendants' assertion, Lead Plaintiff believes that he and the Class suffered damages as a result of Defendants' actions in the amount of 100% of the amount that they paid to purchase ATB Tokens, less any amount that they received upon selling such ATB Tokens.

**V. Statement of Attorneys' Fees and Expenses Sought**

Court-appointed Lead Counsel (as defined in Section VI) below) will apply to the Court for an award of attorneys' fees in an amount not to exceed 33% of the Settlement Fund. In addition, Lead Counsel will also apply for the reimbursement of litigation expenses paid or incurred in connection with the prosecution and resolution of this action (exclusive of claims administration expenses), in an amount not to exceed \$20,000. Lead Counsel's overall request for reimbursement of litigation expenses may include a request for an award to Lead Plaintiff of up to \$5,000 for time and expenses (including lost wages) he incurred in representing the Class and expenses directly related to his representation of the Settlement Class. If the Court approves the fee and expense application in full, the average amount of fees and expenses per allegedly damaged ATB Token is estimated to be no more than \$0.30. Lead Counsel have not received any payment for their work investigating the facts, prosecuting this Action, and negotiating this Settlement on behalf of the Lead Plaintiff and the Class. The Court will decide what constitutes a reasonable fee award and may award less than the amounts requested by Lead Counsel and Lead Plaintiff. Class Members are not personally liable for any such fees or expenses. Rather, they will be paid from the Settlement Fund.

**VI. Identification of Attorney's Representatives**

Lead Plaintiff and the Settlement Class are being represented by Donald J. Enright of Levi & Korsinsky, LLP ("L&K"), the Court-appointed Lead Counsel. Any questions regarding the Settlement may be addressed to Mr. Enright at Levi & Korsinsky, LLP, 1101 30th St. N.W., Suite 115, Washington, D.C. 20007, (202) 524-4290. Class Members may also obtain additional information on the Settlement Website ([www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB)), or by contacting the Claims Administrator at:

*Balestra v. ATBCOIN LLC*  
c/o Strategic Claims Services  
600 N. Jackson St., Suite 205  
P.O. Box 230  
Media, PA 19063  
Toll-Free: (866) 274-4004  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

<b>Your Legal Rights and Options in this Settlement, and Important Deadlines</b>	
<b>REMAIN A MEMBER OF THE SETTLEMENT CLASS AND SUBMIT A CLAIM FORM</b>	This is the only way to get a payment. If you wish to be eligible to obtain a payment as a Class Member, you will need to file a Claim Form (which is included with this Notice) received no later than August 23, 2022.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 9, 2022</b>	Get no payment. This is the only option that allows you to ever participate in another lawsuit against any of the Defendants or other Released Parties relating to the legal claims that were, or could have been, asserted in this case. This is the only option for Class Members to remove themselves from the Settlement Class.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 9, 2022</b>	You may write to the Court and object if you do not like the Settlement, the Plan of Allocation or the request for attorneys' fees and reimbursement of expenses. You cannot object unless you are a Class Member and do not exclude yourself.
<b>GO TO THE HEARING ON AUGUST 30, 2022 AT 3:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 9, 2022</b>	You may ask to speak in Court about the fairness of the settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses.
<b>DO NOTHING</b>	Get no payment. Remain a Class Member. Give up your right to any recovery but will still be bound by the Settlement, including the release of all claims.

These rights and options, and the deadlines to exercise them, are further explained in this Notice.

### **BASIC INFORMATION**

#### **1. Why is this Notice being disseminated?**

You or someone in your family may have purchased or otherwise acquired ATB Tokens between June 12, 2017 and September 15, 2017, inclusive, and may be a Class Member in this Action. This package explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them and how to get them.

If approved, the Settlement will end all of the Settlement Class's claims against the Released Parties, as defined in the Stipulation. This Settlement has no effect on the Class's right to seek further remuneration from other potential defendants aside from the Released Parties. The Court will consider whether to approve the Settlement at a Settlement Hearing on August 30, 2022 at 3:00 p.m. If the Court approves the Settlement, and after any appeals are resolved and the Settlement administration is completed, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is captioned *Balestra v. ATBCOIN LLC*, Case No. 1:17cv10001. This case was assigned to United States District Judge Vernon S. Broderick. The person who is suing is called "Plaintiff" and the company and the persons being sued are called "Defendants."

## **2. What is this lawsuit about and what has happened so far?**

Defendants Edward Ng and Herbert W. Hoover founded ATBCOIN in 2017. In June of 2017, Defendants announced an Initial Coin Offering (“ICO”) with the goal of growing their cryptocurrency user base, as well as establishing a new blockchain—ATB Blockchain.

From June 12, 2017 through September 15, 2017, Defendants ran the ATB Token ICO during which time they received digital currency investments in exchange for ATB Tokens.

On December 21, 2017, Raymond Balestra filed a Class Action Complaint for Violation of the Federal Securities Laws, captioned *Balestra v. ATBCOIN LLC*, Case No. 1:17cv10001 (the “Action”) in the United States District Court for the Southern District of New York (the “Court”) asserting claims under section 12(a)(1) and 15(a) of the Securities Act of 1933 (the “Securities Act”) against ATBCOIN LLC, Edward Ng, and Herbert W. Hoover.

On January 9, 2018, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”), counsel for Plaintiff published notice on *Business Wire* informing other potential class members of their right to move for appointment as lead plaintiff for the putative Class.

On March 12, 2018, Lead Plaintiff moved to be appointed lead plaintiff and moved for his attorneys, Levi & Korsinsky, LLP (“Levi & Korsinsky”), to be appointed Lead Counsel.

On March 31, 2019, the Court appointed Lead Plaintiff as such, and appointed Levi & Korsinsky as Lead Counsel.

From December 21, 2017, through October 24, 2019, Lead Plaintiff, through counsel, diligently investigated the claims against the Defendants, including analyzing publicly-released documents, news reports, and statements concerning ATBCOIN.

On April 13, 2018, Defendants filed a motion to dismiss the Complaint for lack of personal jurisdiction and failure to state a claim under Federal Rule of Civil Procedure 12(b)(2) and 12(b)(6). (the “Motion to Dismiss”). On April 27, 2018, Lead Plaintiff filed his opposition to Defendants’ Motion to Dismiss. Defendants filed their reply on the Motion to Dismiss on May 4, 2018.

On March 31, 2019, the Court issued an Opinion and Order denying Defendants’ Motion to Dismiss in its entirety and appointing Lead Plaintiff as such and Levi & Korsinsky as Lead Counsel.

The Settling Parties subsequently negotiated and entered into the formal Stipulation on April 6, 2020. On March 29, 2022, the Court preliminarily approved the Settlement, authorized the dissemination of this Notice to potential Class Members, and scheduled the upcoming Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

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

In a class action, one or more people called class representatives (in this case, the Court-appointed Lead Plaintiff) sue on behalf of people or entities, known as “class members,” who have similar claims. A class action allows one court to resolve in a single case many similar claims that, if brought separately by individuals, might be economically so small that they would never be brought. One court resolves the issues for all class members, except for those who exclude themselves, or “opt out,” from the Class (discussed below). United States District Judge Vernon S. Broderick is in charge of this case.

## **4. Why is there a settlement?**

The Court did not decide in favor of the Lead Plaintiff or Defendants. Instead, the lawyers for the Settling Parties in the lawsuit negotiated this settlement, which they believe is in the best interests of their respective clients. The Settlement allows the Settling Parties to avoid the risks and cost of lengthy and uncertain litigation, the uncertainty of a trial and appeals, and permits Class Members to be compensated without further delay, while maintaining their rights to seek further remuneration from other potential defendants other than the Released Parties. Lead Plaintiff and his attorneys think the Settlement is best for all Class Members.

## **WHO GETS MONEY FROM THE SETTLEMENT?**

To see if you will get money from the Settlement, you first have to determine if you are a Class Member.

### **5. How do I know if I am part of the settlement?**

The Court determined, for the purposes of the proposed Settlement only, that everyone who fits the following description and is not excluded by definition from the class (*see* question 6 below) is a member of the Class, or a “Class Member,” unless they take steps to exclude themselves:

All persons or entities that purchased or otherwise acquired ATB Tokens between June 12, 2017 and September 15, 2017, inclusive (the “Class Period”), while located within the United States at the time of their transaction, and were allegedly damaged thereby.

Merely because you are reading this Notice does not necessarily mean that you are a Class Member. Please check your records to see if you purchased or otherwise acquired ATB Tokens while located in the United States during the Class Period.

### **6. Are there exceptions to being included in the Class?**

There are some people and entities that are excluded from the Class by definition. The excluded Persons are: the Defendants; all current or former officers, directors or partners of ATBCOIN LLC, its affiliates, parents or subsidiaries; any corporation, trust or other entity in which any Defendant has or had a controlling interest; the members of the immediate families of the Defendants; the parents, subsidiaries, and affiliates of ATBCOIN; and the legal representatives, heirs, successors, or assigns of any excluded Person. Also excluded from the Class will be any Person who timely and validly seeks exclusion from the Class in accordance with the requirements of the Notice.

If you do not want to be a Class Member – for example if you want to bring your own lawsuit against the Defendants at your own expense for the claims that are being released as part of the Settlement – you must exclude yourself by filing a request for exclusion in accordance with the requirements explained below.

You are a Class Member only if you directly purchased or otherwise acquired ATB Tokens while located in the United States during the Class Period. If you are still not sure whether you are included, you can ask for free help by writing to or calling the Claims Administrator at *Balestra v. ATBCOIN LLC*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063, Toll-Free (866) 274-4004, [info@strategicclaims.net](mailto:info@strategicclaims.net). Or you can fill out and return the Proof of Claim and Release form described in Question 9 below to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE**

### **7. What does the settlement provide?**

In the Settlement, Defendants have agreed to pay: i) US \$250,000 in cash; and (ii) any earnings on any such monies, which will be deposited in an interest-bearing escrow account for the benefit of the Class (the “Settlement Fund”). The Settlement Fund will be divided, after deduction of court-awarded attorneys’ fees and expenses, settlement administration costs and any applicable taxes, among all Class Members who timely submit valid proofs of claim that are accepted for payment by the Court (“Authorized Claimants”).

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

The Plan of Allocation discussed on pages 13–16 below explains how claimants’ “Recognized

Claims” will be calculated. Your share of the Net Settlement Fund will depend on several things, including: (a) how many ATB Tokens you bought; (b) how much you paid for the ATB Tokens; (c) when you bought them; (d) whether or when you sold them (and, if so, for how much you sold them for); and (e) the amount of Recognized Claims of other Authorized Claimants.

It is unlikely that you will get a payment for your entire Recognized Claim, given the number of potential Class Members. After all Class Members have sent in their Proofs of Claim, the payment any Authorized Claimant will get will be their *pro rata* share of the Net Settlement Fund. An Authorized Claimant’s share will be his, her or its Recognized Claim divided by the total of all Authorized Claimants’ Recognized Claims and then multiplied by the total amount in the Net Settlement Fund. See the Plan of Allocation beginning on page 13 for more information.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

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

To qualify for a payment, you must timely send in a valid Proof of Claim with supporting documents (***DO NOT SEND ORIGINALS*** of your supporting documents). A Proof of Claim is enclosed with this Notice. You may also get copies of the Proof of Claim on the Internet at the Claims Administrator’s website: [www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB). Please read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and either email it to the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net) by 11:59 P.M. on August 23, 2022, or mail it to the Claims Administrator at: *Balestra v. ATBCOIN LLC*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063, by First-Class Mail, received on or before August 23, 2022. The Claims Administrator needs all of the information requested in the Proof of Claim in order to determine if you are eligible to receive a distribution from the Net Settlement Fund.

If the Court approves the Settlement, there may still be appeals which would delay payment, perhaps for more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

### **10. What am I giving up by staying in the Class?**

Unless you exclude yourself, you will stay in the Class, which means that as of the date that the Settlement becomes effective under the terms of the Stipulation (the “Effective Date”), you will forever give up and release all “Settled Claims” (as defined below) against the Released Parties. You will not in the future be able to bring a case asserting any Released Claim against any Released Party.

“Settled Claims” means any and all claims, debts, demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether known or “Unknown” (as defined below), whether based on federal, state, local, statutory, common or foreign law or any other law, rule or regulation, whether fixed or contingent, accrued or un-acrued, liquidated or unliquidated, at law or in equity, and whether matured or un-matured, by the Releasing Parties against any of the Released Parties, which arise out of, or are based upon or related in any way to, the allegations, transactions, facts, reports, communications, occurrences, representations or omissions alleged in the Complaint. Excluded from Settled Claims are claims based upon, relating to, or arising out of the interpretation or enforcement of this Stipulation.

“Released Parties” means the Defendants, Defendants’ attorneys and their firms and affiliates, any entity in which any Defendant has a controlling interest, and the Defendants’ immediate family members, spouses, and marital communities.

The above description of the proposed Settlement is only a summary. The complete terms may be obtained at [www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB). The Court may not approve the Settlement, or it may be terminated as outlined in the Stipulation. If the Settlement is not approved, or is terminated, the

certification of the Class for settlement purposes will be vacated, and the Action will proceed as if the Stipulation had not been entered into.

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

If you want to keep any right you may have to sue or continue to sue the Released Parties on your own about the Settled Claims, then you must take steps to exclude yourself from the Class. Excluding yourself is also known as “opting out” of the Class. The Defendants may withdraw from and terminate the Settlement if potential Class Members who purchased in excess of a certain amount of ATB Tokens during the Class Period opt out of the Class.

#### **11. How do I “opt out” (exclude myself) from the proposed Settlement?**

To “opt out” (exclude yourself) from the Class, you must send a signed letter by first class mail stating that you “request exclusion from the Class and the Settlement in *Balestra v. ATBCOIN LLC*, Case No. 1:17cv10001.” Your letter must state the date(s), price(s) and number(s) of coins of all purchases, acquisitions, and sales of ATB Tokens during the Class Period. You must also include documents evidencing such purchases, acquisitions and sales; such documents may include, but are not limited to, confirmation emails received from ATBCOIN and blockchain transaction hashes for your purchase(s) and/or sales of ATB Tokens. This information is needed to determine whether you are a Class Member. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request to the Claims Administrator at the following address: *Balestra v. ATBCOIN LLC – EXCLUSIONS*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063. The exclusion request must be received no later than August 9, 2022. ***You cannot exclude yourself or opt out by telephone or by e-mail.*** Your exclusion request must comply with these requirements in order to be valid. If you are excluded, you will not be eligible to get any payment from the Settlement proceeds and you cannot object to the Settlement, the proposed Plan of Allocation or the application for attorneys’ fees and reimbursement of expenses.

#### **12. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?**

No. If you are a Class Member, unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Parties for all Settled Claims. If you have a pending lawsuit, speak to your lawyer in that case ***immediately***. You must exclude yourself from the Class in this case to continue your own lawsuit. Remember, the exclusion deadline is received by August 9, 2022.

### **THE LAWYERS REPRESENTING YOU**

#### **13. Do I have a lawyer in this case?**

The Court appointed the law firm of Levi & Korsinsky, LLP to represent the Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel’s fees and expenses. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **14. How will the lawyers be paid?**

Lead Counsel have not received any payment for their services in pursuing the claims against the Defendants on behalf of the Class, nor have they been reimbursed for their litigation expenses. At the Settlement Hearing described below, or at such other time as the Court may order, Lead Counsel will ask

the Court for an award of attorneys' fees of no more than 33% of the Settlement Fund, and to reimburse them for their litigation expenses that they have incurred in pursuing the Action. The request for reimbursement of expenses will be for an amount not to exceed \$20,000, exclusive of claims administration expenses. In addition, Lead Plaintiff may seek reimbursement from the Settlement Fund of up to \$5,000 for time and expenses (including lost wages) incurred in representing the Class.

Court approved attorneys' fees, costs and expenses will be paid from the Settlement Fund. Class Members are not personally liable for any such fees, costs or expenses. The requested attorneys' fees will compensate Lead Counsel for their work in achieving the Settlement Fund and is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than the requested amount.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

#### **15. How do I tell the Court that I do not like the proposed Settlement, the proposed Plan of Allocation, and/or the application by Lead Counsel for attorneys' fees and reimbursement of expenses?**

If you are a Class Member (and you have not excluded yourself), you can object to the Settlement; the request for attorneys' fees, costs and expenses; or the Plan of Allocation if you do not like any part of them. You can give reasons why you think the Court should not approve the settlement; the request for attorneys' fees, costs and expenses; or the Plan of Allocation. The Court will consider your views.

To object, you must send to Lead Counsel and Defendants' Counsel, and file with the Court, a signed notice of objection saying that you object to the proposed settlement *Balestra v. ATBCOIN LLC*, Case No. 1:17cv10001. Be sure to include your name; your address; your telephone number; your signature; the date(s), price(s) and number of all ATB Tokens purchased, acquired and sold by you during the Class Period; documents evidencing your purchase(s), acquisition(s) and sale(s) of ATB Tokens, such as confirmation emails received from ATBCOIN or blockchain transaction hashes for your purchase(s) and/or sales of ATB Tokens; and the reasons you object to the Settlement, the requested attorneys' fees, costs and expenses, or the Plan of Allocation. This information is needed to demonstrate your membership in the Class. Your objection, and all supporting papers and briefs, must be mailed or delivered such that it is *received* by each of the following no later than August 9, 2022:

<p><b><i>Lead Counsel for Lead Plaintiff:</i></b> Donald J. Enright LEVI &amp; KORSINSKY, LLP 1101 30th Street, N.W., Suite 115 Washington, DC 20007</p>	<p><b><i>Defendants' Counsel:</i></b> Brian D. Caplan REITLER KAILAS &amp; ROSENBLATT, LLC 885 Third Avenue, 20th Floor New York, NY 10022</p>
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Your objection, and all supporting papers and briefs, must also be filed with the Court at the address below no later than August 9, 2022:

Clerk of the Court  
United States District Court, Southern District of New York  
Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, NY 10007

Attendance at the Settlement Fairness Hearing discussed below is not necessary; however, persons

wishing to be heard orally at the hearing are required to indicate in their objection their intention to appear at the hearing, the identity of any witnesses they may call to testify, and the exhibits, if any, they intend to introduce into evidence. 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 make any objection to the Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and reimbursement of expenses in the future.

### **THE COURT'S SETTLEMENT FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend, but you do not have to.

#### **16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Settlement Fairness Hearing on August 30, 2022, at 3:00 p.m. via telephone before the Hon. Vernon S. Broderick of the United States District Court for the Southern District of New York, using the dial-in 888-363-4749 and the access code 2682448. 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 Court may listen to people who have asked to speak at the hearing. The Court will also decide whether to: (a) award Lead Counsel attorneys' fees and expenses; (b) reimburse Lead Plaintiff the costs and expenses (including lost wages) he incurred in prosecuting this Action on behalf of the Class; and (c) approve the Plan of Allocation as fair, reasonable and adequate. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later. The Court may adjourn or continue the hearing without further notice to Class Members. If you want to attend the hearing, you should check with Lead Counsel to be sure that the date and/or time has not changed.

#### **17. Do I have to come to the hearing?**

No. Lead Counsel will answer any questions the Court may have. If you validly submit an objection, it will be considered by the Court and you do not have to dial-in to talk about it. You may also pay your own lawyer to dial-in, but you are not required to do so.

#### **18. May I speak at the hearing and submit additional evidence?**

You may ask the Court for permission to speak at the hearing. To do so, you must include with your objection (*see* Question 15 above) a statement that it is your "intention to appear in the *Balestra v. ATBCOIN LLC*, Case No. 1:17cv10001." Be sure to include your name; your address; your telephone number; your signature; the date(s), price(s) and number of all ATB Tokens purchased, acquired and sold by you during the Class Period; and documents evidencing your purchase(s), acquisition(s) and sale(s) of ATB Tokens, such as confirmation emails received from ATBCOIN or blockchain transaction hashes for your purchase(s) and/or sales of ATB Tokens. Your notice of intention to appear must be *received* by Lead Counsel and Defendants' Counsel, and filed with the Clerk of Court, at the addresses listed in Question 15 no later than August 9, 2022.

Persons who object and want to present evidence at the Settlement Hearing must also include in their written objection the identity of any witness they may call to testify and exhibits they intend to introduce at the Settlement Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Class or if you have not provided written notice of your intention to speak at the Settlement Fairness Hearing according to the procedures described above and in the answer to Question 15.

## **IF YOU DO NOTHING**

If you are a Class Member and do nothing, you will still be a Class Member. However, you will get no money from this Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case. To be eligible to share in the Net Settlement Fund you must submit a Proof of Claim (*see* Question 9). To start, continue or be a part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case you must exclude yourself from the Settlement Class (*see* Question 11).

## **GETTING MORE INFORMATION**

This Notice summarizes the proposed Settlement. More details are in the Stipulation, which can be obtained from the Claims Administrator (*see* Question 6) or from the Settlement Website, [www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB), where you can also download copies of this Notice, the Proof of Claim form, and the Stipulation, and also locate other information to help you determine whether you are a Class Member and whether you may be eligible for a payment. ***Please do not call the Court or the Clerk of the Court for additional information about the Settlement.***

## **INJUNCTION**

The Court has issued an order enjoining Lead Plaintiff and all Class Members, either directly, representatively, or in any other capacity, from instituting, commencing, assisting, maintaining or prosecuting any action in any court that asserts Settled Claims, pending final determination by the Court of whether the Settlement should be approved.

## **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONGST CLASS MEMBERS**

The Plan of Allocation (the “Plan of Allocation”) is the plan by which the Net Settlement Fund is distributed to Authorized Claimants. The Plan of Allocation set forth herein is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. All Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, [www.strategicclaims.net/ATB](http://www.strategicclaims.net/ATB).

### **I. General Provisions**

The \$250,000 Settlement Amount plus any earnings on any such monies is referred to as the “Settlement Fund.” The “Net Settlement Fund” means the Settlement Fund less (i) all taxes on the income of the Settlement Fund and expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the expenses of tax attorneys and accountants); (ii) all fees, costs and expenses paid or incurred in connection with the notice and administration of the Settlement; (iii) any attorneys’ fees and expenses awarded by the Court to Lead Counsel; and (iv) any award by the Court to Lead Plaintiff for reimbursement of his reasonable costs and expenses directly related to his representation of the Class.

The Net Settlement Fund shall be distributed to each Class Member who timely submits a valid Proof of Claim to the Claims Administrator that is accepted for payment by the Court (“Authorized Claimant”). The Net Settlement Fund will not be distributed to Authorized Claimants until the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the order approving the plan of allocation has expired.

The Defendants are not entitled to get back any portion of the Settlement Fund once the Effective Date of the Settlement has occurred. The Defendants shall not have any liability, obligation or responsibility

for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

Only those persons and entities that purchased or otherwise acquired ATB Tokens while located in the United States during the Class Period **AND WERE DAMAGED AS A RESULT OF SUCH PURCHASES OR ACQUISITIONS** will be eligible to share in the distribution of the Net Settlement Fund. Each person or entity wishing to participate in the distribution must timely submit a valid Proof of Claim form establishing membership in the Class, including all required documentation, received no later than August 23, 2022, to the address set forth in the Proof of Claim form that accompanies this Notice. Unless the Court otherwise orders, any Class Member who fails to submit a Proof of Claim form received no later than August 23, 2022, shall be forever barred from receiving payments pursuant to the Settlement set forth in the Stipulation but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any judgment entered and releases given. This means that each Class Member releases the Settled Claims (as defined above) against the Released Parties (as defined above) and is barred and enjoined from commencing, instituting, assisting, prosecuting or maintaining any of the Settled Claims, regardless of whether or not such Class Member submits a Proof of Claim form. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Lead Plaintiff, Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

A “Recognized Loss Amount” will be calculated for each purchase or other acquisition of ATB Tokens that is listed in the Proof of Claim form, and for which adequate documentation is provided. The calculation of the Recognized Loss Amount will depend upon several factors, including: (i) when the ATB Tokens were purchased or otherwise acquired; and (ii) whether they were held until the conclusion of the Class Period or sold during the Class Period and, if so, when they were sold. Once a Recognized Loss Amount has been calculated for each ATB Token purchased or otherwise acquired by a claimant during the Class Period, all Recognized Loss Amounts for that claimant will be summed to arrive at the claimant’s “Recognized Claim”.

The Recognized Loss Amount formula set forth below is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss Amount formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

## **II. Information Required on the Proof of Claim Form:**

Each Proof of Claim form must state and provide sufficient documentation for each Authorized Claimant’s position in ATB Tokens as of the close the ATB ICO on September 15, 2017, the last day of the Class Period. Each Claim Form also must list and provide sufficient documentation for all transactions in ATB Tokens, including all purchases or other acquisitions and sales, made during the Class Period, such as confirmation emails received from ATBCOIN, blockchain transaction hashes for your purchase(s) and/or sales of ATB Tokens,

The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a result of the alleged unlawful issuance of unregistered securities. The Plan of Allocation reflects Lead Plaintiff’s determination of potentially recoverable losses based on an analysis undertaken by Lead Counsel. Lead Counsel’s analysis included a review of publicly available information regarding ATBCOIN.

Recognized Loss Amounts are based on the amount claimant paid for their initial purchase of ATB tokens, less any amounts received if and when the ATB token was sold. In this case, Lead Plaintiff alleges that Defendants issued unregistered securities, in the form of ATB Tokens, in violation of the federal securities laws from June 12, 2017 through and including September 15, 2017.

### **III. Specific Loss Amounts**

The Recognized Loss Amount per ATB token, which is based on the amount claimant paid for their initial purchase of ATB token, less any amounts received if and when the ATB token was sold as set forth below, shall be calculated as follows, and cannot be less than zero:

- 1) For each ATB Token purchased and sold during the Class Period, the Recognized Loss per ATB Token shall be the *lesser of*:
  - a) The inflation per ATB Token upon the date of purchase, as listed in Table A below, minus the inflation per ATB Token upon the date of sale, as listed in Table A below; or
  - b) The purchase price minus the sale price.
- 2) For each ATB Token purchased during the Class Period that was subsequently sold between September 16, 2017 and December 13, 2017, the Recognized Loss per ATB Token shall be the *least of*:
  - a) The inflation per ATB upon the date of purchase, as listed in Table A below; or
  - b) The purchase price minus the average closing price on the date of sale, as shown in Table B below; or
  - c) The purchase price minus the sale price.
- 3) For each ATB Token purchased during the Class Period that was still held during the close of trading on December 13, 2017, the Recognized Loss per ATB Token shall be the *lesser of*:
  - a) The inflation per ATB Token upon the date of purchase, as listed in Table A below; or
  - b) The purchase price minus US \$0.91.<sup>4</sup>

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<sup>4</sup> The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for ATB Tokens. The limitations on the calculation of the Recognized Loss Amounts imposed by the PSLRA are applied such that losses on ATB Tokens purchased/acquired during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such securities and the average price of the ATB Tokens during the 90-Day Lookback Period. The Recognized Loss Amounts on ATB Tokens purchased/acquired during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such securities and the rolling average price of the ATB Tokens during the portion of the 90-Day Lookback Period elapsed as of the date of sale. Per the historical pricing for ATB, this was the average closing price during the 90 days after the Class Period. See “ATB-USD History,” Yahoo Finance, available at <https://finance.yahoo.com/quote/ATB-USD/history/>.

Table A <sup>5</sup> Artificial Inflation of ATB Tokens During the Class Period		
From	To	Inflation Per ATB Token
June 12, 2017	July 12, 2017 <sup>6</sup>	US \$0.09
July 13, 2017	August 14, 2017 <sup>7</sup>	US \$0.59
August 15, 2017	August 31, 2017 <sup>8</sup>	US \$0.89
September 1, 2017	September 15, 2017	US \$1.59
September 16, 2017	Thereafter	US \$0.00

Table B					
Date	Average Close Price	Date	Average Close Price	Date	Average Close Price
9/19/2017	\$1.16	10/18/2017	\$1.09	11/16/2017	\$1.00
9/20/2017	\$1.29	10/19/2017	\$1.09	11/17/2017	\$1.00
9/21/2017	\$1.31	10/20/2017	\$1.10	11/18/2017	\$1.00
9/22/2017	\$1.30	10/21/2017	\$1.10	11/19/2017	\$0.99
9/23/2017	\$1.30	10/22/2017	\$1.10	11/20/2017	\$0.99
9/24/2017	\$1.29	10/23/2017	\$1.11	11/21/2017	\$0.98
9/25/2017	\$1.30	10/24/2017	\$1.11	11/22/2017	\$0.98
9/26/2017	\$1.30	10/25/2017	\$1.11	11/23/2017	\$0.97
9/27/2017	\$1.28	10/26/2017	\$1.11	11/24/2017	\$0.97
9/28/2017	\$1.25	10/27/2017	\$1.11	11/25/2017	\$0.97
9/29/2017	\$1.22	10/28/2017	\$1.11	11/26/2017	\$0.96
9/30/2017	\$1.20	10/29/2017	\$1.11	11/27/2017	\$0.96
10/1/2017	\$1.18	10/30/2017	\$1.11	11/28/2017	\$0.96
10/2/2017	\$1.17	10/31/2017	\$1.10	11/29/2017	\$0.96
10/3/2017	\$1.15	11/1/2017	\$1.10	11/30/2017	\$0.95
10/4/2017	\$1.13	11/2/2017	\$1.10	12/1/2017	\$0.95
10/5/2017	\$1.12	11/3/2017	\$1.09	12/2/2017	\$0.95
10/6/2017	\$1.11	11/4/2017	\$1.09	12/3/2017	\$0.95
10/7/2017	\$1.10	11/5/2017	\$1.08	12/4/2017	\$0.94
10/8/2017	\$1.09	11/6/2017	\$1.07	12/5/2017	\$0.94
10/9/2017	\$1.08	11/7/2017	\$1.06	12/6/2017	\$0.94
10/10/2017	\$1.08	11/8/2017	\$1.06	12/7/2017	\$0.94
10/11/2017	\$1.07	11/9/2017	\$1.05	12/8/2017	\$0.93
10/12/2017	\$1.07	11/10/2017	\$1.04	12/9/2017	\$0.93

<sup>5</sup> ATB did several rounds of bonus awards during certain purchase periods. This would potentially mean that some Tokens could have been acquired for either \$0.00, or that purchases of Tokens during that period could be for functionally less (e.g. an investment of \$15,000 at \$1.50 per Token would become \$1.36 per Token with the 10% bonus given between 8/20/17 and 8/25/17). See “2<sup>nd</sup> Stage of ICO Starts!” ATBCoin, (August 15, 2017) available at <https://atbcoin.com/2nd-stage-of-ico-starts/>.

<sup>6</sup> Per a release from ATB, on June 12, 2017, the cost of purchasing one ATB token was raised from \$1.00 to \$1.50. See “Something Big” ATBCoin, (July 12, 2017) available at <https://atbcoin.com/something-big/>.

<sup>7</sup> Per a release from ATB, on July 13, 2017, the cost of purchasing one ATB Token was raised to \$1.80. See “2<sup>nd</sup> Stage of ICO Starts!” ATBCoin, (August 15, 2017) available at <https://atbcoin.com/2nd-stage-of-ico-starts/>.

<sup>8</sup> Per a release from ATB, on August 15, 2017, the cost of purchasing one ATB Token was raised to \$2.50 (with a 10% discount for new subscribers). See “Congratulations on the Completion of the ICO Round 2” ATBCOIN (September 1, 2017) available at <https://atbcoin.com/congratulations-on-the-completion-of-the-ico-round-2/>.

Table B					
Date	Average Close Price	Date	Average Close Price	Date	Average Close Price
10/13/2017	\$1.06	11/11/2017	\$1.03	12/10/2017	\$0.92
10/14/2017	\$1.07	11/12/2017	\$1.02	12/11/2017	\$0.92
10/15/2017	\$1.07	11/13/2017	\$1.02	12/12/2017	\$0.91
10/16/2017	\$1.07	11/14/2017	\$1.01	12/13/2017	\$0.91
10/17/2017	\$1.08	11/15/2017	\$1.00		

#### IV. Additional Provisions

The Net Settlement Fund will be distributed to Authorized Claimants who have a Recognized Claim greater than \$10.00. Each Authorized Claimant shall recover his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of all Recognized Claims to be paid from the Net Settlement Fund, multiplied by the total amount in the Net Settlement Fund.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. All checks shall become stale one hundred and twenty (120) calendar days from the date of issuance, at which time all funds remaining for such stale checks shall be irrevocably forfeited and such funds shall be made available to be redistributed if economically feasible. Subsequent to the passage of six (6) months from the distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a redistribution of any funds remaining in the Net Settlement Fund by reason of tax refunds, uncashed checks or otherwise to Authorized Claimants who have cashed their initial distribution checks, after payment from the Net Settlement Fund of any unpaid costs or fees incurred in administering the funds, including for such re-distribution. After any redistribution, or if a redistribution is not undertaken, any balance that still remains in the Settlement Fund shall be donated to a non-sectarian, §501(c)(3) non-profit organization.

If a Class Member has more than one purchase/acquisition or sale of ATB Tokens during the Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any ATB Tokens held at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. Purchases or acquisitions and sales of ATB Tokens shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of ATB Tokens during the Class Period shall not be deemed a purchase or acquisition of these ATB Tokens for the calculation of an Authorized Claimant's Recognized Loss Amount for these shares, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such ATB Tokens unless: (i) the donor or decedent purchased or otherwise acquired such ATB Tokens during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such ATB Tokens; and (iii) the assignment is specifically provided for in the instrument of gift or assignment.

The date of covering a "short sale" is deemed to be the date of purchase or other acquisition of ATB Tokens, and the date of a "short sale" is deemed to be the date of sale of ATB Tokens. The Recognized Loss amount for "short sales" is zero. In the event that a claimant carried a short position in ATB Tokens, the earliest Class Period purchases/acquisitions shall be matched against such short position and not be matched against chronologically subsequent sales during the Class Period until that short position is fully covered. To the extent an Authorized Claimant had a market gain from his, her, or its overall transactions in ATB Tokens during the Class Period, the value of the Recognized Claim will be zero. Such Authorized Claimants will in any event be bound by the Settlement. To the extent that an Authorized Claimant suffered an overall market loss on his, her, or its overall transactions in ATB Tokens during the Class Period, but that market loss

was less than the total Recognized Claim calculated above, then the Authorized Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

For purposes of determining whether an Authorized Claimant had a market gain from his, her, or its overall transactions in ATB Tokens during the Class Period or suffered a market loss, the Claims Administrator shall determine the difference between: (i) the Total Purchase Amount<sup>9</sup>; and (ii) the sum of the Sales Proceeds<sup>10</sup> and the Holding Value.<sup>11</sup> This difference will be deemed an Authorized Claimant's market gain or loss on his, her, or its overall transactions in ATB Tokens during the Class Period.

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, IF THERE ARE ANY APPEALS, AFTER APPEALS ARE RESOLVED. PLEASE BE PATIENT.

Each Authorized Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Claim Form.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.**

Dated: March 29, 2022

BY ORDER OF THE COURT  
HON. VERNON S. BRODERICK, U.S.D.J.  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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<sup>9</sup> The "Total Purchase Amount" is the total the amount the Claimant paid for all of the ATB Tokens purchased or acquired during the Class Period.

purposes of calculating market gains or losses). The total amount received for sales of the remaining ATBCOIN tokens sold during the Class Period is the "Sales Proceeds."

<sup>10</sup> The Claims Administrator shall ascribe a US \$0.50 per ATB Token holding value for the number of ATBCOIN tokens purchased or acquired during the Class Period and still held as of the close of business on September 15, 2017 ("Holding Value").<sup>10</sup> The Claims Administrator shall match any sales of ATB Tokens during the Class Period, first against the Authorized Claimant's opening position in ATB Tokens (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received for sales of the remaining ATBCOIN tokens sold during the Class Period is the "Sales Proceeds."

<sup>11</sup> The Claims Administrator shall ascribe a US \$0.50 per ATB Token holding value for the number of ATBCOIN tokens purchased or acquired during the Class Period and still held as of the close of business on September 15, 2017 ("Holding Value").