

Exhibit 1

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE PAYSIGN, INC. SECURITIES
LITIGATION

Case No. 2:20-cv-00553-GMN-DJA
Hon. Gloria M. Navarro
CLASS ACTION

STIPULATION AND AGREEMENT OF SETTLEMENT

This stipulation and agreement of settlement (hereafter the “Stipulation”) is made and entered into by and between Lead Plaintiffs Johann Francisconi (“Francisconi”) and Raheel Shahzad (“Shahzad” and with Francisconi, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), on the one hand, and Defendants Paysign, Inc. (“Paysign” or the “Company”), Mark Newcomer (“Newcomer”), Mark Attinger (“Attinger”), Daniel Spence (“Spence” and with Newcomer and Attinger, the “Individual Defendants” and with Paysign, “Defendants” and with Plaintiffs, the “Parties”), on the other hand.

WHEREAS

A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms set forth herein and in the section hereof entitled “Definitions.”

B. On March 19, 2020, Yilan Shi filed a Class Action Complaint for Violations of the Federal Securities Laws in this Court (Dkt. No. 1), No 2:20-cv-00553-GMN-DJA. Subsequently, Lorna Chase and Gary Smith filed substantially similar class action complaints respectively in case numbers 2:20-cv-585-JAD-VCF and 2:20-cv-00631-JCM-NJK. On August 18, 2020, the Court issued an Omnibus Transfer Order, transferring the Chase case to Judge Gloria M. Navarro and Magistrate Judge Daniel J. Albert (Dkt. No. 17).

C. After timely filed motions for consolidation, appointment of lead plaintiff, and approval of lead counsel pursuant to the Private Securities Litigation Reform Act (“PSLRA”), 15 U.S.C. §78u-4, *et seq.*, on December 2, 2020, the Court issued an Order (Dkt. No. 21), consolidating

1 the three cases, appointing Plaintiffs as Lead Plaintiffs, and approving their selection of Pomerantz
2 LLP as Lead Counsel and Muehlbauer Law Office, Ltd., as Liaison Counsel for them and the
3 putative Class.

4 D. On January 12, 2021, Plaintiffs filed their Consolidated Amended Class Action
5 Complaint for Violations of the Federal Securities Laws, (“Complaint”) (Dkt. No. 22), alleging
6 violations of §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule
7 10b-5 promulgated thereunder by the U.S. Securities and Exchange Commission (“SEC”) on behalf
8 of a class of all purchasers of Paysign common stock between March 12, 2019, through March 31,
9 2020, both dates inclusive.

10 E. On March 15, 2021, Defendants moved to dismiss the Complaint, (Dkt. No. 34) the
11 briefing for which the Parties completed on June 1, 2021 (Dkt. No. 41).

12 F. On February 9, 2023, the Court issued an Order, granting, in part, and denying, in
13 part, Defendants’ motion to dismiss, sustaining the Complaint against all Defendants but Spence
14 for whom the Court granted dismissal, in whole. (Dkt. No. 42).

15 G. Thereafter, as the Parties began discovery, they began a mediation process with
16 mediator Michelle Yoshida from Phillips ADR.

17 H. Before commencing discovery, Plaintiffs, through Lead Counsel, thoroughly
18 investigated the claims, defenses, and underlying events that are the subject of the Action. This
19 process included reviewing and analyzing: (i) documents the Company filed publicly with the SEC;
20 (ii) press releases, news articles, and other public statements issued by or concerning the Company
21 and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv)
22 other publicly available information and data concerning the Company; and (v) the applicable law
23 governing the claims and potential defenses. In addition, Plaintiffs, through Lead Counsel identified
24 former Paysign employees and other persons with relevant knowledge and interviewed them. Lead
25 Counsel also consulted with experts on issues of market efficiency, damages, and loss causation.

26 I. Defendants have denied and continue to deny any wrongdoing or that they have
27 committed any act or omission giving rise to any liability or violation of law, including the U.S.
28 securities laws. Among other things, Defendants deny the allegations that they knowingly, or

1 otherwise, made any material misstatements or omissions; that any member of the Class has
2 suffered damages; that the price of Paysign common stock was artificially inflated by reason of the
3 alleged misrepresentations, omissions or otherwise; or that the misconduct the Complaint alleges
4 harmed members of the Settlement Class. Defendants have denied and continue to deny each and
5 every one of the Complaint's claims and/or potential claims based on the facts the Complaint
6 alleges and maintain that they have meritorious defenses to all claims alleged in the Complaint.

7 J. This Stipulation, whether or not consummated, any proceedings relating to any
8 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be
9 construed as, or deemed to be evidence of, an admission or concession on the part of the
10 Defendants, or any of them, with respect to any fact or matter alleged in the Action, or any claim
11 of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any claim or defense
12 that has been or could have been asserted. Defendants are entering into this Settlement solely to
13 eliminate the burden, expense, uncertainty, and distraction of further litigation.

14 K. Plaintiffs assert that the claims the Complaint alleges have merit and that the
15 evidence developed to date supports those claims. Plaintiffs and Lead Counsel, however, recognize
16 and acknowledge the expense and length of continued proceedings necessary to prosecute the
17 Action through trial and appeals. Plaintiffs and Lead Counsel have also accounted for the uncertain
18 outcome and the risk of any litigation, especially in complex actions such as the Action, as well as
19 the difficulties and delays inherent in such litigation. Lead Counsel also are mindful of the inherent
20 problems of proof and the possible defenses to the claims alleged in the Action, including a loss
21 causation defense. Based on their evaluation, Plaintiffs and Lead Counsel believe that the
22 Settlement set forth in this Stipulation confers substantial monetary benefits upon the Settlement
23 Class and is in the best interests of Plaintiffs and the Settlement Class. This Stipulation, whether
24 or not consummated, any proceedings relating to any settlement, or any of the terms of any
25 settlement, whether or not consummated, shall in no event be construed as, or deemed to be
26 evidence of, an admission or concession on the part of the Plaintiffs of any infirmity in the claims
27 they have brought in this Action.

28 **NOW THEREFORE**, without any concession by Plaintiffs that the Action lacks merit, and

1 without any concession by the Defendants of any liability or wrongdoing or lack of merit in their
2 defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this
3 Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule
4 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the
5 Parties hereto, all Released Claims and all Released Defendants' Claims, as against all Released
6 Parties, shall be fully, finally, and forever compromised, settled, released, discharged, and
7 dismissed with prejudice, and without costs, upon and subject to the following terms and
8 conditions:

9 **DEFINITIONS**

10 As used in this Stipulation, the following terms shall have the meanings set forth below. In
11 the event of any inconsistency between any definition set forth below and any definition in any
12 other document related to the Settlement, the definition set forth below shall control.

13 1. "Action" means the consolidated securities class actions captioned *In re Paysign,*
14 *Inc. Securities Litigation*, No. 2:20-cv-00553-GMN-DJA, pending in the United States District
15 Court for the District of Nevada before the Honorable Gloria M. Navarro.

16 2. "Alternative Judgment" means a form of final judgment that the Court may enter in
17 a form other than the form of Judgment for which this Stipulation provides and where none of the
18 Parties hereto elects to terminate this Settlement by reason of such variance.

19 3. "Authorized Claimant" means a Settlement Class Member who timely submits a
20 valid Proof of Claim and Release form to the Claims Administrator that is accepted for payment by
21 the Court.

22 4. "Claims Administrator" means Strategic Claims Services, whom Lead Counsel will
23 retain to provide all Court-approved notices to Settlement Class Members, to process Proofs of
24 Claim, and generally to administer the Settlement.

25 5. "Class Period" means the period from March 12, 2019, through March 31, 2020,
26 both dates inclusive.

27 6. "Defendants" means Paysign, Inc., Mark Newcomer, Mark Attinger, and Daniel
28 Spence.

1 7. “Defendants’ Counsel” means the law firm of Greenberg Traurig, LLP.

2 8. “Distribution Order” means an order of the Court approving the Claims
3 Administrator’s determinations concerning the acceptance and rejection of the claims submitted
4 and approving any fees and expenses not previously paid, including the fees and expenses of the
5 Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net
6 Settlement Fund to Authorized Claimants.

7 9. “Effective Date” means the date upon which the Settlement shall have become
8 effective, as set forth in ¶81 below.

9 10. “Escrow Account” means an interest-bearing escrow account established by the
10 Escrow Agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court’s
11 supervisory authority, for the benefit of Plaintiffs and the Settlement Class in accordance with the
12 terms of the Stipulation and any order of the Court.

13 11. “Escrow Agent” means The Huntington National Bank or its appointed agents. The
14 Escrow Agent shall perform the duties as set forth in this Stipulation and any order of the Court.

15 12. “Fee and Expense Application” means Lead Counsel’s application, on behalf of
16 Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of litigation expenses incurred in
17 prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-4(a)(4) of the PSLRA.

18 13. “Final,” with respect to a court order, including, but not limited to the Judgment or
19 Alternative Judgment, means the later of: (i) if there is an appeal from a court order, the date of
20 final affirmance on appeal and the expiration of the time for any further judicial review whether by
21 appeal, reconsideration or a petition for a writ of certiorari and, if certiorari is granted, the date of
22 final affirmance of the order following review pursuant to the grant; or (ii) the date of final dismissal
23 of any appeal from the order or the final dismissal of any proceeding on certiorari to review the
24 order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition for
25 certiorari from the order (or, if the date for taking an appeal or seeking review of the order shall be
26 extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such
27 extension is requested, the date of expiration of any extension if any appeal or review is not sought),
28 without any such filing or noticing being made. Any appeal or proceeding seeking subsequent

1 judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund or to the
2 Court’s award of attorneys’ fees or expenses, however, shall not in any way delay or affect the time
3 set forth below for the Judgment or Alternative Judgment to become Final or otherwise preclude
4 the Judgment or Alternative Judgment from becoming Final. The finality shall not be conditioned
5 upon the resolution of: (i) claims, if any, brought by any governmental agency or regulator,
6 including, but not limited to, the SEC and the U.S. Department of Justice; or (ii) the claims asserted
7 in any other private civil action, including, but not limited to, a shareholder derivative action.

8 14. “Individual Defendants” means Newcomer, Attinger and Spence.

9 15. “Judgment” means the proposed judgment or Alternative Judgment and order of
10 dismissal with prejudice to be entered by the Court upon approval of the Settlement, substantially
11 in the form attached hereto as Exhibit B.

12 16. “Lead Counsel” means Pomerantz LLP.

13 17. “Lead Plaintiffs” means Francisconi and Shahzad.

14 18. “Lead Plaintiff Award” means a payment to Lead Plaintiffs in accordance with the
15 PSLRA for reasonable costs and expenses related to the representation of the Settlement Class.

16 19. “Liaison Counsel” means Muehlbauer Law Office, Ltd.

17 20. “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded
18 attorneys’ fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any
19 other fees or expenses approved by the Court.

20 21. “Notice” means collectively the Notice of Pendency of Class Action, Proposed
21 Settlement, and Motion for Attorneys’ Fees and Expenses (“Long Notice”); the Summary Notice
22 of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses
23 for publication (“Summary Notice”), and the Postcard Notice to be sent to Settlement Class
24 Members, which, subject to approval of the Court, shall be substantially in the form attached hereto
25 as Exhibits 1, 3, and 4, respectfully to Exhibit A hereto (defined below).

26 22. “Notice and Administration Expenses” means all costs, fees, and expenses incurred
27 in connection with providing notice to the Settlement Class and the administration of the
28 Settlement, including but not limited to: (i) providing notice of the proposed Settlement by mail,

1 publication, and other means to Settlement Class Members; (ii) receiving, reviewing and auditing
2 claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the
3 proposed Settlement and claims administration process; (v) distributing the proceeds of the
4 Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

5 23. "Person(s)" means any individual, corporation (including all divisions and
6 subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited
7 liability company, professional corporation, estate, legal representative, trust, unincorporated
8 association, government or any political subdivision or agency thereof, and any other business or
9 legal entity and his, her or its heirs, predecessors, trustees, successors, representatives, or assignees.

10 24. "Plaintiffs' Counsel" means Lead Counsel and Liaison Counsel and all other legal
11 counsel who, in coordination with Lead Counsel and/or Local Counsel, performed services on
12 behalf of the Settlement Class in the Action.

13 25. "Plan of Allocation" means the proposed Plan of Allocation for the Net Settlement
14 Fund, which, subject to the approval of the Court, shall be substantially in the form described in
15 the Long Notice.

16 26. "Preliminary Approval Order" means the proposed Order Granting Preliminary
17 Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for
18 Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be
19 substantially in the form attached hereto as Exhibit A.

20 27. "Proof of Claim" or "Claim Form" means the Proof of Claim and Release Form for
21 submitting a claim, which, subject to approval of the Court, shall be substantially in the form
22 attached as Exhibit 2 to Exhibit A hereto.

23 28. "Released Claims" means all claims and causes of action of every nature and
24 description, whether known claims or Unknown Claims, whether arising under federal, state,
25 common or foreign law, that Lead Plaintiffs or any other member of the Settlement Class: (i)
26 asserted in the Consolidated Amended Class Action Complaint for Violations of the Securities
27 Laws; or (ii) could have asserted in any forum that arise out of or are based upon the allegations,
28 transactions, facts, matters or occurrences, representations or omissions involved, set forth, or

1 referred to in the Complaint and that relate to the purchase and/or acquisition of Payscale's publicly
2 traded common stock during the Settlement Class Period ("Released Plaintiffs' Claims"). Released
3 Plaintiffs' Claims shall not include (i) any claims relating to the enforcement of the settlement; (ii)
4 any claims of any person or entity who or which submits a request for exclusion from the Settlement
5 Class that is accepted by the Court; and (iii) any derivative claims asserted by shareholders on
6 behalf of Payscale in *Toczek v. Newcomer et al.*, 2:20-cv-01722-JCM-NJK (D. Nev.), *Gray v.*
7 *Attinger et al.*, 2:22-cv-00735-GMN-VCV (D. Nev.) and *Blanchette v. Newcomer et al.*, 2:23-cv-
8 01632 JCM-BNW (D. Nev.). Released Claims include Unknown Claims (as defined below),
9 notwithstanding California Civil Code § 1542 or any other similar provision of law.

10 29. "Released Defendant Parties" means (i) each Defendant; (ii) the immediate family
11 members (as defined above) of the Individual Defendants; (iii) direct or indirect parent entities,
12 direct and indirect subsidiaries, related entities, and affiliates of Payscale; (iv) any trust of which
13 any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or
14 his or her immediate family members; (v) for any of the entities listed in parts (i) through (iv), their
15 respective past and present general partners, limited partners, principals, shareholders, joint
16 venturers, officers, directors, managers, managing directors, supervisors, employees, contractors,
17 consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents,
18 attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling
19 person thereof; and (v) any entity in which a Defendant has a controlling interest; all in their
20 capacities as such.

21 30. "Released Defendants' Claims" means upon the Effective Date (as will be defined
22 in the Stipulation), Defendants will release as against Released Plaintiff Parties (as defined below),
23 all claims and causes of action of every nature and description, whether known claims or Unknown
24 Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in
25 any way to the institution, prosecution, or settlement of the claims asserted in the Action against
26 Defendants. Released Defendants' Claims include Unknown Claims (as defined below),
27 notwithstanding California Civil Code § 1542 or any other similar provision of law. Released
28 Defendants' Claims shall not include any claims relating to the enforcement of the Settlement.

1 31. “Released Parties” means the Released Defendant Parties and the Released Plaintiff
2 Parties.

3 32. “Released Plaintiff Parties” means (i) Lead Plaintiffs, all Settlement Class Members,
4 any other plaintiffs in the Action and their counsel, Lead Plaintiffs’ Counsel, Liaison Counsel or
5 referring counsel, and (ii) each of their respective immediate family members, and their respective
6 partners, general partners, limited partners, principals, shareholders, joint venturers, members,
7 officers, directors, managing directors, supervisors, employees, contractors, consultants, experts,
8 auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors,
9 successors, assigns, heirs, executors, administrators, and any controlling person thereof, all in their
10 capacities as such.

11 33. “Settlement” means the resolution of the Action in accordance with the terms and
12 provisions of this Stipulation.

13 34. “Settlement Amount” means the total principal amount of three million seven
14 hundred fifty thousand U.S. dollars (\$3,750,000), in cash.

15 35. “Settlement Class” or “Settlement Class Member” means all persons and entities
16 that purchased or otherwise acquired Paysign’s common stock between March 12, 2019 and March
17 31, 2020, both dates inclusive and were damaged thereby. Excluded from the Settlement Class are:
18 (a) persons who suffered no compensable losses; and (b)(i) Defendants; (ii) any person who served
19 as a partner, control person, executive officer and/or director of Paysign during the Settlement Class
20 Period, and members of their immediate families (as defined in 17 C.F.R. § 229.404, Instructions
21 (1)(a)(iii) and (1)(b)(ii)); (iii) present and former parents, subsidiaries, assigns, successors,
22 affiliates, and predecessors of Paysign; (iv) any entity in which the Defendants have or had a
23 controlling interest; (v) any trust of which an Individual Defendant is the settler or which is for the
24 benefit of an Individual Defendant and/or member(s) of their immediate families; (vi) Defendants’
25 liability insurance carriers; and (vii) the legal representatives, heirs, successors, and assigns of any
26 person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the
27 Settlement Class are any persons and entities who or which submit a request for exclusion from the
28 Settlement Class that is accepted by the Court. For the avoidance of doubt, “affiliates” are persons

1 or entities that directly, or indirectly through one or more intermediaries, control, are controlled by
2 or are under common control with one of the Defendants.

3 36. "Settlement Fund" means the Settlement Amount and any interest earned thereon.

4 37. "Settlement Hearing" means the hearing to be held by the Court to determine
5 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved.

6 38. "Stipulation" means this Stipulation and Agreement of Settlement.

7 39. "Taxes" means all federal, state, or local taxes of any kind on any income earned by
8 the Settlement Fund and the expenses and costs incurred in connection with the taxation of the
9 Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of
10 tax attorneys and accountants).

11 40. "Unknown Claims" mean any and all Released Claims that any Plaintiff or any
12 member of the Settlement Class does not know or suspect to exist in his, her, or its favor at the time
13 of the release of the Released Persons, which if known by him, her or it might have affected his,
14 her or its settlement with and release of the Released Parties or might have affected his, her or its
15 decision not to object to the Settlement or not to exclude himself, herself or itself from the
16 Settlement Class. Plaintiffs and every member of the Settlement Class expressly waive, and by
17 operation of the final judgment shall be deemed to have waived, to the fullest extent permitted by
18 law, any and all provisions, rights and benefits conferred by California Civil Code § 1542 (to the
19 extent applicable), and any law of any state or territory of the United States, or principle of common
20 law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to California
21 Civil Code § 1542. Plaintiffs acknowledge, and every member of the Settlement Class by law and
22 operation of the order and final judgment shall be deemed to have acknowledged, that the inclusion
23 of "unknown claims" in the definition of Released Claims was separately bargained for and was a
24 material element of the Settlement.

25 **SCOPE AND EFFECT OF SETTLEMENT**

26 41. The obligations incurred pursuant to this Stipulation are: (a) subject to approval by
27 the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final;
28 and (b) in full and final disposition of the Action with respect to the Released Parties and any and

1 all Released Claims and Released Defendants' Claims.

2 42. For purposes of this Settlement only, the Parties agree to: (a) certification of the
3 Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement
4 Class; (b) the appointment of Plaintiffs as Class Representatives for the Settlement Class; and (c)
5 the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Federal
6 Rule of Civil Procedure 23(g).

7 43. Upon the Effective Date, Plaintiffs and each and every other Settlement Class
8 Member (whether or not such Settlement Class Member receives the Notice, executes and delivers
9 a valid Proof of Claim, or receives proceeds from the Settlement Fund), and the heirs,
10 representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors,
11 and assigns of each of them, in their capacity as such, shall be deemed to have, and by operation of
12 the Judgment or Alternative Judgment shall have, fully, finally, and forever waived, released,
13 discharged, and dismissed each and every one of the Released Claims against each and every one
14 of the Released Parties.

15 44. Upon the Effective Date, Plaintiffs and each and every other Settlement Class
16 Member (whether or not such Settlement Class Member receives the Notice, executes and delivers
17 a valid Proof of Claim, or receives proceeds from the Settlement Fund), and the heirs,
18 representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors,
19 and assigns of each of them, in their capacity as such, shall forever be barred and enjoined from the
20 assertion, institution, maintenance, prosecution, or enforcement of any and all Released Claims
21 against each and every one of the Released Defendant Parties, in any state or federal court or arbitral
22 forum, or in the court of any foreign jurisdiction, administrative forum or other forum of any kind,
23 either directly or indirectly, on their own behalf or on behalf of any class or other person.

24 45. Upon the Effective Date, Defendants, and the heirs, representatives, attorneys,
25 affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them,
26 in their capacity as such, shall be deemed to have, and by operation of the Judgment or Alternative
27 Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed each
28 and every one of the Released Defendants' Claims against each and every one of the Released

1 Plaintiff Parties and shall forever be barred and enjoined from the assertion, institution,
2 maintenance, prosecution, or enforcement in any state or federal court or arbitral forum, or in the
3 court of any foreign jurisdiction, administrative forum or other forum of any kind, of any and all of
4 the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

5 **THE SETTLEMENT CONSIDERATION**

6 46. Within ten (10) business days after the entry of the Preliminary Approval Order,
7 Lead Counsel shall provide Paysign's counsel wiring instructions for the Settlement Amount, the
8 payee's Form W-9, and any other documents reasonably required by the Defendants to process the
9 payment of the Settlement Amount.

10 47. In full settlement of the claims asserted in the Action against Defendants and in
11 consideration of the releases specified above in ¶¶27-32, all of which the Parties agree are good
12 and valuable consideration, Defendants shall pay or cause to be paid the Settlement Amount within
13 ten (10) business days after the later of the entry of the Preliminary Approval Order or Lead
14 Plaintiffs providing a Form W-9 and payment instructions. Payment may be made at Defendants'
15 election either by: (a) wiring the funds to the Escrow Account on or before the date due; or (b)
16 delivering a check by the date due payable to the payee designated in the Form W-9 to Lead
17 Counsel, c/o Joshua B. Silverman, 10 South LaSalle Street, Suite 3505, Chicago, Illinois 60603.

18 48. With the sole exception of Defendants' obligation to pay or cause the payment of
19 the Settlement Amount as provided for in ¶46, Released Defendant Parties shall have no
20 responsibility for, interest in, involvement in or liability whatsoever with respect to: (i) any act,
21 omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective
22 designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the
23 management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv)
24 the determination, administration, calculation, or payment of any claims asserted against the
25 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi)
26 the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the
27 taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the
28 filing of any federal, state, or local returns.

1 49. Other than the obligation of Defendants to pay or cause the payment of the
2 Settlement Amount pursuant to ¶46, Released Defendant Parties shall have no obligation to make
3 any other payments into the Escrow Account, to Plaintiffs, or to any other Settlement Class Member
4 pursuant to this Stipulation.

5 50. This Settlement is not a “claims made settlement.” Upon the Effective Date,
6 Defendants and their insurers have no right of reversion to the Settlement Amount.

7 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

8 51. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and
9 Administration Expenses; (iii) to pay any attorneys’ fees and expenses awarded by the Court; (iv)
10 to pay any costs and expenses allowed by the PSLRA and awarded to Plaintiffs by the Court; (v)
11 to pay any other fees and expenses awarded by the Court; and (vi) to pay the claims of Authorized
12 Claimants.

13 52. The Net Settlement Fund shall be distributed to Authorized Claimants as provided
14 in ¶8 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective
15 Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the
16 custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the
17 funds shall have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further
18 order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments
19 backed by the full faith and credit of the United States Government (or a mutual fund invested
20 solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction
21 account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in amounts
22 that are up to the limit of FDIC insurance. Released Defendant Parties shall have no responsibility
23 for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow
24 Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the
25 Settlement Fund.

26 53. After the Settlement Amount has been paid into the Escrow Account, the Parties
27 agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas.
28 Reg. § 1.468B-1. In addition, the Claims Administrator shall timely make, or cause to be made,

1 such elections as necessary or advisable to carry out the provisions of this paragraph 51, including
2 the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted
3 date. Such election shall be made in compliance with the procedures and requirements contained
4 in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly
5 prepare and deliver, or cause to be prepared and delivered, the necessary documentation for
6 signature by all necessary parties, and thereafter take all such actions as may be necessary or
7 appropriate to cause the appropriate filing(s) to occur. Consistent with the foregoing:

8 a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as
9 amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be
10 the Claims Administrator or its successors, who shall timely and properly file, or cause to
11 be filed, all federal, state, or local tax returns and information returns (together, “Tax
12 Returns”) necessary or advisable with respect to the earnings on the funds deposited in the
13 Escrow Account (including without limitation the returns described in Treas. Reg. §
14 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent
15 with this subparagraph and in all events shall reflect that all Taxes (including any estimated
16 taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow
17 Account shall be paid out of such funds as provided in subparagraphs (b) and (c) of this
18 paragraph 51.

19 b. All Taxes shall be paid out of the Settlement Fund. In all events, Released
20 Defendant Parties shall have no liability or responsibility whatsoever for the Taxes or the
21 filing of any tax return or other document with the Internal Revenue Service or any other
22 state or local taxing authority. In the event any Taxes are owed by any of the Defendants on
23 any earnings on the funds on deposit in the Escrow Account, such amounts shall also be
24 paid out of the Settlement Fund. Any Taxes or Tax expenses owed on any earnings on the
25 Settlement Amount prior to its transfer to the Escrow Account shall be the sole
26 responsibility of the entities that make the deposit.

27 c. Taxes shall be treated as, and considered to be, a cost of administration of
28 the Settlement and shall be timely paid, or caused to be paid, by the Claims Administrator

1 out of the Settlement Fund without prior order from the Court or approval by Defendants,
2 and the Claims Administrator shall be obligated (notwithstanding anything herein to the
3 contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay
4 such amounts (as well as any amounts that may be required to be withheld under Treas.
5 Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with the Claims Administrator, each
6 other, and their tax attorneys and accountants to the extent reasonably necessary to carry
7 out the provisions of this paragraph.

8 54. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or
9 any other person they cause to fund the Settlement on their behalf, shall not have any right
10 whatsoever to the return of the Settlement Fund or any portion thereof for any reason.

11 **ATTORNEYS' FEES AND EXPENSES**

12 55. Lead Counsel, on behalf of Plaintiffs' Counsel, will apply to the Court for an award
13 from the Settlement Fund of attorneys' fees and payment of litigation expenses incurred in
14 prosecuting the Action, including any earnings on such amounts at the same rate and for the same
15 periods as earned by the Settlement Fund. Defendants agree not to object to the Fee and Expense
16 Application.

17 56. Lead Plaintiffs will apply to the court for Lead Plaintiff Awards of up to \$10,000
18 each. If awarded, Lead Plaintiff Awards shall be payable from the Settlement Fund upon the
19 Effective Date.

20 57. The amount of attorneys' fees and expenses awarded by the Court is within the sole
21 discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be paid from
22 the Settlement Fund to Lead Counsel immediately after entry of the order awarding such attorneys'
23 fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the
24 Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense
25 Application, the Settlement, or any part thereof. Lead Counsel shall allocate any Court-awarded
26 attorneys' fees and expenses among Plaintiffs' Counsel.

27 58. Any payment of attorneys' fees and expenses shall be subject to Plaintiffs'
28 Counsel's obligation to make refunds or repayments to the Settlement Fund of any paid amounts,

1 plus accrued earnings at the same net rate as is earned by the Settlement Fund, if the Settlement is
2 terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or
3 if, as a result of any appeal or further proceedings on remand or successful collateral attack, the
4 award of attorneys' fees and/or expenses is reduced or reversed by Final non-appealable court
5 order. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than
6 twenty (20) business days after receiving notice of the termination of the Settlement pursuant to
7 this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement
8 by Final non-appealable court order, or notice of any reduction or reversal of the award of attorneys'
9 fees and/or expenses by Final non-appealable court order.

10 59. With the sole exception of Defendants' obligation to pay the Settlement Amount as
11 provided for in ¶46, the Released Defendant Parties shall have no responsibility for, and no liability
12 whatsoever with respect to, any payment whatsoever to Plaintiffs' Counsel in the Action that may
13 occur at any time.

14 60. The Released Defendant Parties shall have no responsibility for, and no liability
15 whatsoever with respect to, any allocation of any attorneys' fees or expenses among Plaintiffs'
16 Counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or
17 expense awards the Court may make in the Action.

18 61. The Released Defendant Parties shall have no responsibility for, and no liability
19 whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of
20 Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund
21 will be the sole source of payment from Defendants for any attorneys' fees and expenses awarded
22 by the Court.

23 62. The procedure for and the allowance or disallowance by the Court of any Fee and
24 Expense Application are not part of the Settlement set forth in this Stipulation, and are separate
25 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set
26 forth in the Stipulation, and any order or proceeding relating to any Fee and Expense Application,
27 including an award of attorneys' fees or expenses in an amount less than the amount requested by
28 Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof,

1 shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment
2 or Alternative Judgment approving the Stipulation and the Settlement set forth herein, including,
3 but not limited to, the release, discharge, and relinquishment of the Released Claims against the
4 Released Defendant Parties, or any other orders entered pursuant to the Stipulation.

5 **ADMINISTRATION EXPENSES**

6 63. Except as otherwise provided herein, the Net Settlement Fund shall be held in the
7 Escrow Account until the Effective Date.

8 64. Prior to the Effective Date, without further approval from Defendants or further
9 order of the Court, Lead Counsel may authorize payment of up to one hundred seventy five
10 thousand U.S. dollars (\$175,000) from the Settlement Fund to the Claims Administrator to pay
11 Notice and Administration Expenses. Any monies from the Notice and Administration Expenses
12 that remain after administration shall be returned to the Net Settlement Fund. Notice and
13 Administration Expenses in excess of \$175,000 shall not be paid out of the Gross Settlement Fund
14 until after the Effective Date. Taxes and fees related to the Escrow Account and investment of the
15 Settlement Fund may be paid as incurred, without further approval of Defendants or further order
16 of the Court. After the Effective Date, without approval of Defendants or further order of the Court,
17 Notice and Administration Expenses may be paid as incurred.

18 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

19 65. Lead Counsel will apply to the Court for a Distribution Order, on notice to
20 Defendants' Counsel, approving the Claims Administrator's determinations concerning the
21 acceptance and rejection of the claims submitted herein, and, if the Effective Date has occurred,
22 directing the payment of the Net Settlement Fund to Authorized Claimants.

23 66. The Claims Administrator shall administer the Settlement under Lead Counsel's
24 supervision in accordance with the terms of this Stipulation and subject to the jurisdiction of the
25 Court. The Released Defendant Parties shall have no responsibility for (except as stated in ¶46
26 hereof), interest in, or liability whatsoever with respect to the administration of the Settlement or
27 the actions or decisions of the Claims Administrator and shall have no liability to the Settlement
28 Class in connection with such administration.

1 67. The Claims Administrator shall determine each Authorized Claimant's *pro rata*
2 share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss, as
3 defined in the Plan of Allocation included in the Long Notice, or in such other plan of allocation as
4 the Court may approve.

5 68. Defendants have no role in the development of, and will take no position with
6 respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the
7 proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not
8 affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary
9 term of this Stipulation, and it is not a condition of this Stipulation that any particular plan of
10 allocation be approved by the Court. The Released Defendant Parties shall have no responsibility
11 or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the
12 distribution of the Net Settlement Fund.

13 69. If there is any balance remaining in the Net Settlement Fund (whether by reason of
14 tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial
15 distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute
16 such balance, after paying any amounts outstanding due to the Claims Administrator including the
17 costs of re-distribution plus Taxes and expenses associated with the re-distribution, among
18 Authorized Claimants who have cashed their checks and who would receive at least \$20.00 from
19 such redistribution. Any balance that still remains in the Net Settlement Fund after re-
20 distribution(s), which is not feasible or economical to reallocate, after payment of Notice and
21 Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to non-
22 sectarian, not-for-profit charitable organization(s) serving the public interest, designated by
23 Plaintiffs, and approved by the Court.

ADMINISTRATION OF THE SETTLEMENT

24
25 70. Any Settlement Class Member who fails timely to submit a valid Proof of Claim
26 (substantially in the form of Exhibit A-2) will not be entitled to receive any of the proceeds from
27 the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise be bound by
28 all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or

1 Alternative Judgment to be entered in the Action and all releases provided for herein, and shall
2 forever be barred and enjoined from the assertion, institution, maintenance, prosecution, or
3 enforcement of any and all Released Claims against each and every one of the Released Defendant
4 Parties.

5 71. Lead Counsel shall be responsible for supervising the administration of the
6 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead
7 Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive
8 what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim
9 submitted. The Released Defendant Parties shall have no liability, obligation, involvement in or
10 responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund,
11 or the reviewing or challenging of claims of Settlement Class Members. Lead Counsel shall be
12 solely responsible for designating the Claims Administrator, subject to approval by the Court.

13 72. For purposes of determining the extent, if any, to which a Settlement Class Member
14 shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

15 a. Each Settlement Class Member shall be required to submit a Proof of Claim,
16 substantially in the form attached hereto as Exhibit A-2, supported by such documents as
17 are designated therein, including proof of the claimant's loss, or such other documents or
18 proof as the Claims Administrator or Lead Counsel, in their discretion, may deem
19 acceptable;

20 b. All Proofs of Claim must be submitted by the date set by the Court in the
21 Preliminary Approval Order and specified in the Notice, unless Lead Counsel extends the
22 deadline, subject to the Court ultimately approving the distribution to Settlement Class
23 Members, or by Order of the Court. Any Settlement Class Member who fails to submit a
24 Proof of Claim by such date shall be barred from receiving any distribution from the Net
25 Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or
26 the discretion of Lead Counsel, late-filed Proofs of Claim are accepted), but shall in all other
27 respects be bound by all of the terms of this Stipulation and the Settlement, including the
28 terms of the Judgment or Alternative Judgment and all releases provided for herein, and

1 shall forever be barred and enjoined from the assertion, institution, maintenance,
2 prosecution, or enforcement of any and all Released Claims against each and every one of
3 the Released Defendant Parties. Provided that it is received before the motion for the
4 Distribution Order is filed, a Proof of Claim shall be deemed to be submitted when mailed,
5 if received with a postmark on the envelope and if mailed by first-class or overnight U.S.
6 Mail and addressed in accordance with the instructions thereon. If submitted electronically
7 as designated in the Notices, the Proof of Claim shall be deemed to have been submitted
8 when actually received by the Claims Administrator;

9 c. Each Proof of Claim shall be submitted to and reviewed by the Claims
10 Administrator, under the supervision of Lead Counsel, who shall determine in accordance
11 with this Stipulation the extent, if any, to which each claim shall be allowed, subject to
12 review by the Court;

13 d. Proofs of Claim that do not meet the submission requirements may be
14 rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator
15 shall communicate with the claimant in writing to give the claimant notice of the deficiency
16 and the chance to remedy any curable deficiencies in the Proof of Claim submitted. The
17 Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion
18 and in writing, all claimants whose claims the Claims Administrator proposes to reject in
19 whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate
20 in such notice that the claimant whose claim is to be rejected has the right to a review by
21 the Court if the claimant so desires and complies with the requirements of subparagraph (e)
22 below;

23 e. If any claimant whose timely claim has been rejected in whole or in part for
24 curable deficiency desires to contest such rejection, the claimant must, within twenty (20)
25 calendar days after the date of mailing of the notice required in subparagraph (d) above, or
26 a lesser period of time if the claim was untimely, serve upon the Claims Administrator a
27 notice and statement of reasons indicating the claimant's grounds for contesting the
28 rejection along with any supporting documentation, and requesting a review thereof by the

1 Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall
2 thereafter present the request for review to the Court; and

3 f. The determinations of the Claims Administrator accepting or rejecting
4 disputed claims shall be presented to the Court, on notice to Defendants' Counsel, for
5 approval by the Court in the Distribution Order.

6 73. Each claimant who submits a Proof of Claim shall be deemed to have submitted to
7 the jurisdiction of the Court with respect to the claimant's claim, including but not limited to, all
8 releases provided for herein and in the Judgment or Alternative Judgment, and the claim will be
9 subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that
10 such investigation and discovery shall be limited to the claimant's status as a Settlement Class
11 Member and the validity and amount of the claimant's claim. In connection with processing the
12 Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

13 74. Payment pursuant to the Distribution Order shall be deemed final and conclusive
14 against any and all Settlement Class Members. All Settlement Class Members whose claims are
15 not approved by the Court shall be barred from participating in distributions from the Net
16 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the
17 Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action
18 and the releases provided for herein and therein, and shall forever be barred and enjoined from the
19 assertion, institution, maintenance, prosecution, or enforcement of any and all Released Claims
20 against each and every one of the Released Defendant Parties.

21 75. All proceedings with respect to the administration, processing and determination of
22 claims described by this Stipulation and the determination of all controversies relating thereto,
23 including disputed questions of law and fact with respect to the validity of claims, shall be subject
24 to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment
25 or Alternative Judgment.

26 76. No Person shall have any claim of any kind against the Released Defendant Parties
27 with respect to the matters set forth in this section or any of its subsections, or otherwise related in
28 any way to the administration of the Settlement, including without limitation the processing of

1 claims and distributions.

2 77. No Person shall have any claim whatsoever against Plaintiffs, Lead Counsel, or the
3 Claims Administrator, or other agent designated by Lead Counsel, based on determinations of
4 eligibility for a payment pursuant to the Plan of Allocation, determinations surrounding payment
5 and non-payment to claimants, and/or distributions made substantially in accordance with this
6 Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the
7 Court.

8 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

9 78. Concurrently with their application for preliminary approval by the Court of the
10 Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation, Lead
11 Counsel shall apply to the Court for entry of the Preliminary Approval Order, which shall be
12 substantially in the form annexed hereto as Exhibit A, as soon as practical. The Preliminary
13 Approval Order will, *inter alia*, preliminarily approve the Settlement, set the date for the Settlement
14 Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement
15 to the Settlement Class.

16 79. Paysign shall provide, or cause to be provided, to Lead Counsel or the Claims
17 Administrator, at no cost to Plaintiffs or the Settlement Class, within ten (10) business days of
18 entry of the Preliminary Approval Order, a list in electronic searchable form, such as Excel,
19 containing the names and addresses of Persons who purchased or acquired Paysign securities during
20 the Class Period, as identified in the records maintained by Paysign's transfer agent. Plaintiffs'
21 Counsel and the Claims Administrator shall use such transfer records solely to effectuate this
22 Settlement and shall in all events keep the transfer records confidential and shall not distribute the
23 transfer records to anyone besides Plaintiffs' Counsel and the Claims Administrator.

24 **TERMS OF THE FINAL ORDER AND JUDGMENT**

25 80. If the Court approves the Settlement this Stipulation memorializes, Lead Counsel
26 and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the
27 form annexed hereto as Exhibit B.

28 **EFFECTIVE DATE OF THE SETTLEMENT**

1 81. The Effective Date of this Settlement shall be the first business day on which all of
 2 the following shall have occurred or been waived:

3 a. entry of the Preliminary Approval Order, which shall be in all material
 4 respects substantially in the form set forth in Exhibit A annexed hereto;

5 b. payment of the Settlement Amount into the Escrow Account;

6 c. no Party has exercised its right to terminate the Settlement;

7 d. approval by the Court of the Settlement, following notice to the Settlement
 8 Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil
 9 Procedure; and

10 e. the Court enters a Judgment, substantially in the form set forth in Exhibit B
 11 annexed hereto, that becomes Final; or, if the Court enters an Alternative Judgment, the
 12 Alternative Judgment becomes Final.

13 **WAIVER OR TERMINATION**

14 82. Defendants and Plaintiffs shall have the right to terminate the Settlement and this
 15 Stipulation by providing written notice of their election to do so (“Termination Notice”), through
 16 counsel, to all other Parties hereto within twenty (20) calendar days of: (a) a Court order declining
 17 to (i) certify the Settlement Class; (ii) enter a preliminary approval order in any material respect;
 18 (iii) grant final approval to the Settlement in any material respect; (b) the Effective Date of the
 19 Settlement not otherwise occurring for any reason except for Defendants’ failure to pay the
 20 Settlement Amount; or (c) any material term of the Settlement not being satisfied.

21 83. In addition to the foregoing, Payscale shall also have the option to terminate the
 22 Settlement and render this Stipulation null and void as to all Parties if the aggregate number of
 23 allegedly damaged publicly traded Payscale securities purchased or acquired during the Class Period
 24 by Persons who would otherwise be entitled to participate as members of the Settlement Class, but
 25 who timely and validly request exclusion from the Settlement Class, exceeds the amount specified
 26 in a separate confidential Supplemental Agreement Regarding Requests for Exclusion between
 27 Lead Counsel and Defendants’ Counsel (“Supplemental Agreement”). The Parties agree to
 28 maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court

1 unless ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless
2 ordered by the Court. If a dispute arises as to its terms, the Parties shall submit such disputes to
3 Phillips ADR for resolution first by mediation, and if unsuccessful, only then submit the dispute to
4 the Court under seal. If submission of the Supplemental Agreement is required by Court order, the
5 Parties will undertake to have the Termination Threshold submitted to the Court *in camera* or under
6 seal. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this
7 Stipulation shall become null and void and of no further force and effect, except the provisions of
8 ¶¶86-87 which shall continue to apply.

9 84. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that
10 requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the
11 Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel
12 shall promptly, and certainly no later than five (5) calendar days after receiving a request for
13 exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify
14 Defendants' Counsel of such request for exclusion and provide copies of such request for exclusion
15 and any documentation accompanying it by email.

16 85. In addition to all of the rights and remedies that Plaintiffs have under the terms of
17 this Stipulation, Plaintiffs shall also have the right to terminate the Settlement in the event that the
18 Settlement Amount has not been paid in the time period provided for in ¶46, by providing written
19 notice of the election to terminate to all other Parties and, thereafter, if there is a failure to pay the
20 Settlement Amount within fourteen (14) calendar days of such written notice.

21 86. If, before the Settlement becomes Final, any Defendant files for protection under
22 the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is
23 appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a
24 court of competent jurisdiction determining the transfer of money or any portion thereof to the
25 Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent
26 transfer or similar transaction and any portion thereof is required to be returned, and such amount
27 is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the
28 Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or

1 Alternative Judgment entered in favor of that Defendant and that Defendant and Plaintiffs and the
2 members of the Settlement Class shall be restored to their litigation positions immediately prior to
3 November 1, 2023. All releases and the Judgment or Alternative Judgment as to other Defendants
4 shall remain unaffected.

5 87. Paysign warrants, as to itself and the payments made on behalf of it and its current
6 and former officers, that, at the time of such payment, it will not be insolvent, nor will payment
7 render it insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy
8 Code, including Sections 101 and 547 thereof.

9 88. If an option to terminate this Stipulation and Settlement arises under any of ¶¶82-
10 83, 85 above: (i) neither Defendants nor Plaintiffs (as the case may be) will be required for any
11 reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall
12 be made in good faith, but in the sole and unfettered discretion of Defendants or Plaintiffs, as
13 applicable.

14 89. With the exception of the provisions of ¶¶86-87 which shall continue to apply, in
15 the event the Settlement is terminated as set forth herein or cannot become effective for any reason,
16 then the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable
17 except as specifically provided herein; the Parties shall be deemed to have reverted to their
18 respective litigation positions in the Action immediately prior to November 1, 2023; and, except as
19 specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any
20 related order had not been entered. In such event, this Stipulation, and any aspect of the discussions
21 or negotiations leading to this Stipulation shall not be admissible in this Action and shall not be
22 used against or to the prejudice of Defendants or against or to the prejudice of Plaintiffs, in any
23 court filing, deposition, at trial, or otherwise.

24 90. In the event the Settlement is terminated or fails to become effective for any reason,
25 any portion of the Settlement Amount previously paid, together with any earnings thereon, less any
26 Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable
27 from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within ten
28 (10) business days after written notification of such event in accordance with instructions provided

1 by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Claims
2 Administrator or its designees shall apply for any tax refund owed on the amounts in the Escrow
3 Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection
4 with such application(s), of such refund to the Person(s) that made the deposits or as otherwise
5 directed.

6 **NO ADMISSIONS**

7 91. Except as set forth in ¶83 above, this Stipulation, whether or not consummated, and
8 whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement
9 relating to the Stipulation, the Settlement, and any matter arising in connection with settlement
10 discussions or negotiations, proceedings, or agreements, shall not be offered or received against or
11 to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to
12 enforce the terms hereof, and in particular:

13 a. do not constitute, and shall not be offered or received against or to the
14 prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any
15 presumption, concession, or admission by Defendants with respect to the truth of any
16 allegation by Plaintiffs and the Settlement Class, or the validity of any claim that has been
17 or could have been asserted in the Action or in any litigation, including but not limited to
18 the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of
19 Defendants or any person or entity whatsoever;

20 b. do not constitute, and shall not be offered or received against or to the
21 prejudice of Defendants as evidence of a presumption, concession, or admission of any
22 fault, misrepresentation, or omission with respect to any statement or written document
23 approved or made by Defendants, or against or to the prejudice of Plaintiffs, or any other
24 member of the Settlement Class as evidence of any infirmity in the claims of Plaintiffs, or
25 the other members of the Settlement Class;

26 c. do not constitute, and shall not be offered or received against or to the
27 prejudice of Defendants, Plaintiffs, any other member of the Settlement Class, or their
28 respective counsel, as evidence of a presumption, concession, or admission with respect to

1 any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred
2 to for any other reason against or to the prejudice of any of the Defendants, Plaintiffs, other
3 members of the Settlement Class, or their respective counsel, in any other civil, criminal, or
4 administrative action or proceeding, other than such proceedings as may be necessary to
5 effectuate the provisions of this Stipulation;

6 d. do not constitute, and shall not be construed against Defendants, Plaintiffs,
7 or any other member of the Settlement Class, as an admission or concession that the
8 consideration to be given hereunder represents the amount that could be or would have been
9 recovered after trial; and

10 e. do not constitute and shall not be construed as or received in evidence as an
11 admission, concession, or presumption against Plaintiffs, or any other member of the
12 Settlement Class, that any of their claims are without merit or infirm or that damages
13 recoverable under the Complaint would not have exceeded the Settlement Amount.

14 92. Notwithstanding ¶83 above, the Parties, and their respective counsel, may file this
15 Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought against
16 them to support a defense or counterclaim based on principles of res judicata, collateral estoppel,
17 release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction,
18 or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to
19 effectuate any liability protection granted them under any applicable insurance policy. The Parties
20 may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be
21 brought to enforce the terms of this Stipulation and/or the Judgment or Alternative Judgment. All
22 Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the
23 Settlement.

24 **MISCELLANEOUS PROVISIONS**

25 93. The exhibits to the Stipulation (except any plan of allocation to the extent
26 incorporated in those exhibits) and the Supplemental Agreement are material and integral parts
27 hereof and are fully incorporated herein by this reference.

28 94. The Parties intend the Settlement to be the full, final, and complete resolution of all

1 claims asserted or that could have been asserted by the Parties with respect to the Released Claims
2 and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that
3 the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The
4 Parties and their respective counsel agree that each has complied fully with Rule 11 of the Federal
5 Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement
6 of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court
7 rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount
8 paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the
9 Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon
10 adequate information and after consultation with experienced legal counsel.

11 95. This Stipulation, along with its exhibits and the Supplemental Agreement may not
12 be modified or amended, nor may any of its provisions be waived, except by a writing signed by
13 counsel for the Parties hereto, or their successors, that are materially and adversely affected by the
14 modification, amendment, or waiver.

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

17 97. The administration and consummation of the Settlement as embodied in this
18 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the
19 purpose of entering orders providing for awards of attorneys' fees and any expenses and
20 implementing and enforcing the terms of this Stipulation.

21 98. The waiver by one Party of any breach of this Stipulation by any other Party shall
22 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

23 99. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire
24 agreement among the Parties concerning the Settlement as against the Defendants, and no
25 representation, warranty, or inducement has been made by any Party concerning this Stipulation
26 and its exhibits other than those contained and memorialized in such documents.

27 100. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall
28 be deemed to constitute a waiver of any applicable privilege or immunity, including, without

1 limitation, attorney-client privilege, joint defense privilege, or work product protection.

2 101. Without further order of the Court, the Parties may agree to reasonable extensions
3 of time to carry out any of the provisions of this Stipulation.

4 102. Pending final approval by the Court of the Stipulation and its attached exhibits, all
5 proceedings in the Action shall remain stayed.

6 103. All designations and agreements made, or orders entered during the course of the
7 Action relating to the confidentiality of documents or information shall survive this Stipulation.

8 104. This Stipulation may be executed in one or more counterparts. All executed
9 counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent
10 by facsimile or via e-mail in pdf format shall be deemed originals.

11 105. This Stipulation shall be binding upon, and inure to the benefit of, the successors
12 and assigns of the Parties.

13 106. The construction, interpretation, operation, effect, and validity of this Stipulation,
14 and all documents necessary to effectuate it, shall be governed by the laws of the State of Nevada
15 without regard to conflicts of laws, except to the extent that federal law requires that federal law
16 govern.

17 107. This Stipulation shall not be construed more strictly against one Party than another
18 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
19 the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties,
20 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

21 108. All counsel and any other person executing this Stipulation and any of the exhibits
22 hereto, or any related Settlement document, warrant and represent that they have the full authority
23 to do so, and that they have the authority to take appropriate action required or permitted to be taken
24 pursuant to the Stipulation to effectuate its terms.

25 109. The Parties and their respective counsel agree to cooperate fully with one another in
26 promptly applying for preliminary approval by the Court of the Settlement and for the scheduling
27 of a hearing for consideration of Final approval of the Settlement and Plaintiffs' Counsel's Fee and
28 Expense Application, and to agree promptly upon and execute all such other documentation as

1 reasonably may be required to obtain Final approval by the Court of the Settlement.

2 110. If disputes arise regarding the settlement terms negotiated by the Parties, the Parties
3 shall submit such disputes to Phillips ADR for resolution first by mediation, and if unsuccessful,
4 only then submitted to the Court. Paysign shall be able to speak on behalf of all Defendants
5 (including the Individual Defendants) insofar as determining that a dispute requiring resolution via
6 Phillips ADR has occurred, without prejudice to any Individual Defendant’s right to appear and be
7 heard separately from Paysign in any such dispute.

8 111. Except as otherwise provided herein, each Party shall bear its own costs.

9 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by
10 their duly authorized attorneys, as of 15th day of December 2023.

11 **POMERANTZ LLP**

GREENBERG TRAUIG, LLP

12 */s/Omar Jafri*
13 _____
14 JOSHUA B. SILVERMAN
15 OMAR JAFRI
16 10 S. LaSalle Street, Suite 3505
17 Chicago, IL 60603

/s/ Daniel J. Tyukody

DANIEL J. TYUKODY, ESQ.
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

15 *Lead Counsel for Plaintiffs and the
16 Settlement Class*

JACOB D. BUNDICK
Nevada Bar No. 9772
10845 Griffith Peak Drive, Suite 600
Las Vegas, NV 89135

17 **MUEHLBAUER LAW OFFICE, LTD**
18 ANDREW R. MUEHLBAUER
19 Nevada Bar No. 7311
7915 West Sahara Ave., Suite 104
Las Vegas, Nevada 89117

Counsel for Defendants

20 *Liaison Counsel for Plaintiffs and the
21 Settlement Class*

Exhibit A

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE PAYSIGN, INC. SECURITIES
LITIGATION

Case No. 2:20-cv-00553-GMN-DJ
Hon. Gloria M. Navarro

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Lead Plaintiffs Johann Francisconi (“Francisconi”) and Raheel Shahzad (“Shahzad” and with Francisconi, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), on the one hand, and Defendants Paysign, Inc. (“Paysign” or the “Company”), Mark Newcomer (“Newcomer”), Mark Attinger (“Attinger”), Daniel Spence (“Spence” and with Newcomer and Attinger, the “Individual Defendants” and with Paysign, the “Defendants” and with Plaintiffs, the “Parties”), dated December 15, 2023 (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court entitled, *In re Paysign, Inc. Securities Litigation*, Case No. 2:20-cv-00553-GMN-DJA (D. Nev.) (the “Action”); and the Court having read and considered the Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 20____, that:

1. Capitalized terms used herein have the same meanings as defined in the Stipulation.
2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of the Settlement Class consisting of all persons and entities who purchased or acquired

1 Paysign common stock between March 12, 2019, and March 31, 2020, both dates inclusive and
2 were damaged thereby. Excluded from the Class are the Released Defendant Parties, including,
3 without limitation, (i) Defendants; (ii) any person who served as a partner, control person, executive
4 officer and/or director of Paysign during the Settlement Class Period, and members of their
5 immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii)
6 present and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of
7 Paysign; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of
8 which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant
9 and/or member(s) of their immediate families; (vi) Defendants' liability insurance carriers; and (vii)
10 the legal representatives, heirs, successors, and assigns of any person or entity excluded under
11 provisions (i) through (vi) hereof. Also excluded from the Settlement Class are those persons who
12 file valid and timely requests for exclusion in accordance with this Preliminary Approval Order and
13 persons who have no compensable damages.

14 3. This Court finds, preliminarily and for purposes of this Settlement only, that the
15 prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure
16 have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder
17 of all members of the Settlement Class is impracticable; (b) there are questions of law and fact
18 common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the
19 Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests
20 of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate
21 over any questions affecting only individual members of the Settlement Class; and (f) a class action
22 is superior to other available methods for the fair and efficient adjudication of the Action.

23 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for
24 the purposes of this Settlement only, Plaintiffs are certified as the class representatives on behalf of
25 the Settlement Class ("Class Representatives") and Lead Counsel, previously selected by Plaintiffs
26 and appointed by the Court, are hereby appointed as Lead Counsel for the Settlement Class ("Class
27 Counsel").

28 5. The Court finds that (a) the Stipulation resulted from good faith, arm's length

1 negotiations, and (b) the Stipulation is sufficiently fair, reasonable and adequate to the Settlement
2 Class Members to warrant providing notice of the Settlement to Settlement Class Members and
3 holding a Settlement Hearing.

4 6. The Court hereby preliminarily approves the Settlement, subject to further
5 consideration at a hearing (the “Settlement Hearing”) pursuant to Federal Rule of Civil Procedure
6 23(e), which is hereby scheduled to be held before the Court on _____ 2024 at __:____
7 __.m. for the following purposes:

8 (a) to determine finally whether the applicable prerequisites for class action treatment
9 under Federal Rules of Civil Procedure 23(a) and (b) are satisfied;

10 (b) to determine finally whether the Settlement is fair, reasonable, and adequate, and
11 should be approved by the Court;

12 (c) to determine finally whether the Final Judgment as provided under the Stipulation
13 should be entered, dismissing the Action on the merits and with prejudice, and to determine whether
14 the release by the Releasing Parties of the Released Claims against the Released Parties, as set forth
15 in the Stipulation, should be approved, along with a permanent injunction barring efforts to
16 prosecute or attempt to prosecute any Released Claims extinguished by the release against any of
17 the Released Parties, as also set forth in the Stipulation;

18 (d) to determine finally whether the proposed Plan of Allocation for the distribution of
19 the Net Settlement Fund is fair and reasonable and should be approved by the Court;

20 (e) to consider the application of Class Counsel for an award of attorneys’ fees with
21 interest and expenses and an award to the Class Representatives;

22 (f) to consider Settlement Class Members’ objections to the Settlement, if any, whether
23 submitted previously in writing or presented orally at the Settlement Hearing by Settlement Class
24 Members (or by counsel on their behalf) provided that they gave proper notice that they intend to
25 appear at the Settlement Hearing; and

26 (g) to rule upon such other matters as the Court may deem appropriate.

27 7. The Court reserves the right to adjourn the Settlement Hearing to a later date and to
28 approve the Settlement without modification, or with such modifications as may be agreed to by

1 the Settling Parties, and with or without further notice of any kind. The Court further reserves the
2 right to enter its Order and Final Judgment approving the Settlement and dismissing the Action, on
3 the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or
4 awarded attorneys' fees and expenses.

5 8. The Court approves the form, substance and requirements of (a) the Notice of
6 Pendency and Proposed Settlement of Class ("Long Notice"), (b) the Proof of Claim and Release
7 Form ("Claim Form"), (c) the Summary Notice of Pendency and Proposed Class Action Settlement
8 ("Summary Notice"); and (d) the Postcard Notice, all of which are attached as Exhibits A-1, A-2,
9 A-3 and A-4, respectively, to the Stipulation.

10 9. Class Counsel have the authority to enter into the Settlement on behalf of the
11 Settlement Class and have the authority to act on behalf of the Settlement Class with respect to all
12 acts or consents required by or that may be given pursuant to the Stipulation or such other acts that
13 are reasonably necessary to consummate the Settlement.

14 10. For settlement purposes only, Strategic Claims Services is appointed and approved
15 as the Claims Administrator to supervise and administer the notice procedure as well as the
16 processing of claims.

17 11. Class Counsel, through the Claims Administrator, shall cause the Postcard Notice
18 substantially in the form annexed to the Stipulation, to be mailed, by first class mail, postage
19 prepaid, within sixteen (16) calendar days of the entry of this Order, to all Settlement Class
20 Members who can be identified with reasonable effort by Class Counsel, through the Claims
21 Administrator.

22 12. The Escrow Agent may, at any time after entry of this Order and without further
23 approval from Defendants or the Court, disburse at the direction of Class Counsel up to one hundred
24 seventy five thousand U.S. dollars (\$175,000) from the Settlement Fund prior to the Effective Date
25 to pay Notice and Administration Expenses.

26 13. No later than five (5) business days after the date of this Order, the Company shall
27 provide and/or cause its transfer agent to provide to Class Counsel a list of the record owners of
28 Paysign common stock during the Settlement Class Period in a usable electronic format, such as an

1 Excel spreadsheet containing the names and addresses of Settlement Class Members. This
2 information will be kept confidential and not used for any purpose other than to provide the notice
3 contemplated by this Order.

4 14. Class Counsel, through the Claims Administrator, shall make all reasonable efforts
5 to give notice to nominees or custodians who held Paysign common stock during the Settlement
6 Class Period as record owners but not as beneficial owners. Such nominees or custodians shall,
7 within ten (10) calendar days of receipt of the Postcard Notice, either: (i) request additional copies
8 of the Postcard Notice sufficient to send the Postcard Notice to all beneficial owners for whom they
9 are nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to
10 such beneficial owners; or (ii) provide the Claims Administrator with lists of the names, last known
11 addresses and email addresses (to the extent known) of such beneficial owners, in which event the
12 Claims Administrator shall promptly deliver the Postcard Notice to such beneficial owners.
13 Nominees or custodians who elect to send the Postcard Notice to their beneficial owners shall send
14 a written certification to the Claims Administrator confirming that the mailing has been made as
15 directed. Additional copies of the Postcard Notice shall be made available to any nominee or
16 custodian requesting same for the purpose of distribution to beneficial owners. The Claims
17 Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund
18 solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners,
19 up to a maximum of \$0.05 plus postage at the pre-sort rate used by the Claims Administrator per
20 Postcard Notice actually mailed or \$0.05 per name and address provided to the Claims
21 Administrator, which expenses would not have been incurred except for the sending of such notice,
22 and subject to further order of this Court with respect to any dispute concerning such
23 reimbursement.

24 15. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing,
25 serve upon counsel for Defendants and file with the Court proof of the mailing of the Postcard
26 Notice as required by this Order.

27 16. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its
28 exhibits, this Order, and a copy of the Notice to be posted on the Claims Administrator's website

1 within sixteen (16) calendar days after entry of this Order.

2 17. Class Counsel, through the Claims Administrator, shall cause the Summary Notice
3 to be published once over a newswire that distributes nationally in the United States (e.g.,
4 *GlobalNewswire*, *PR Newswire*) within sixteen (16) calendar days after the entry of this Order.
5 Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon
6 counsel for Defendants and file with the Court proof of publication of the Summary Notice.

7 18. The forms and methods set forth herein of notifying the Settlement Class Members
8 of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the
9 Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Securities Exchange Act of 1934,
10 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995;
11 constitute the best notice practicable under the circumstances; and constitute due and sufficient
12 notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved
13 from the terms and conditions of the Settlement, including the releases provided for therein, based
14 upon the contention or proof that such Settlement Class Member failed to receive actual or adequate
15 notice.

16 19. In order to be entitled to participate in recovery from the Net Settlement Fund after
17 the Effective Date, each Settlement Class Member shall take the following action and be subject to
18 the following conditions:

19 (a) A properly completed and executed Claim Form must be submitted to the Claims
20 Administrator: (a) electronically through the Claims Administrator's website,
21 www.strategicclaims.net/Paysign/, by 11:59 p.m. EST on _____, 2024; or (b) at the Post
22 Office Box indicated in the Notice, postmarked no later than _____, 2024 (forty-four
23 (44) calendar days prior to the Settlement Hearing). Such deadline may be further extended by
24 Order of the Court. Each Proof of Claim and Release Form shall be deemed to have been submitted
25 when: (a) the claim receives a confirmation notice from Strategic Claims Services for electronic
26 submissions; or (b) legibly postmarked (if properly addressed and mailed by first class mail)
27 provided such Proof of Claim and Release Form is actually received before the filing of a motion
28 for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim

1 and Release Form submitted in any other manner shall be deemed to have been submitted when it
2 was actually received by the Claims Administrator at the address designated in the Notice.

3 (b) The Claim Form submitted by each Settlement Class Member must satisfy the
4 following conditions: (i) it must be properly completed, signed and submitted in a timely manner
5 in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by
6 adequate supporting documentation for the transactions reported therein, in the form of broker
7 confirmation slips, broker account statements, an authorized statement from the broker containing
8 the transactional information found in a broker confirmation slip, or such other documentation as
9 is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the
10 Claim Form is acting in a representative capacity, a certification of his current authority to act on
11 behalf of the Settlement Class Member must be provided with the Claim Form; and (iv) the Claim
12 Form must be complete and contain no material deletions or modifications of any of the printed
13 matter contained therein and must be signed under penalty of perjury.

14 (c) Once the Claims Administrator has considered a timely submitted Claim Form, it
15 shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be
16 either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter
17 as appropriate, describing the basis on which the claim was so determined. Persons who timely
18 submit a Claim Form that is deficient or otherwise rejected shall be afforded a reasonable time (at
19 least ten (10) calendar days) to cure such deficiency if it shall appear that such deficiency may be
20 cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such
21 rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the notice,
22 serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's
23 ground for contesting the rejection along with any supporting documentation, and requesting a
24 review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class
25 Counsel shall thereafter present the request for review to the Court.

26 (d) As part of the Claim Form, each Settlement Class Member shall submit to the
27 jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date,
28 release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the

1 Action or the Settlement in connection with processing of the Claim Form, nor shall any discovery
2 from or of Defendants be allowed on any topic.

3 20. All Settlement Class Members who do not submit a valid and timely Claim Form
4 will be forever barred from receiving any payments from the Net Settlement Fund, but will in all
5 other respects be subject to and bound by the provisions of the Stipulation and the Order and Final
6 Judgment, if entered.

7 21. Settlement Class Members shall be bound by all determinations and judgments in
8 this Action, whether favorable or unfavorable, unless such Persons request exclusion from the
9 Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class
10 Member wishing to make such request for exclusion shall mail it, in written form, by first class
11 mail, postage prepaid, or otherwise deliver it, so that it is received no later than _____,
12 2024 (twenty-eight (28) calendar days prior to the Settlement Hearing) (the “Exclusion Deadline”),
13 to the addresses listed in the Notice. In order to be valid, such request for exclusion (A) must clearly
14 indicate the name and address and phone number and email contact information (if any) of the
15 Person seeking exclusion, and state that the sender specifically requests to be excluded from the
16 Settlement Class in *In re Paysign, Inc. Securities Litig.*, No. 2:20-cv-00553-GMN-DJA (D. Nev.)
17 and (B) state the date, number of shares and dollar amount of each Paysign common stock
18 purchased or acquired during the Settlement Class Period, and any sale transactions as well as the
19 number of shares of Paysign common stock between March 12, 2019, and March 31, 2020, both
20 dates inclusive. To be valid, such request for exclusion must be submitted with documentary proof:
21 (i) of each purchase or acquisition and, if applicable, sale of Paysign common stock during the
22 Settlement Class Period; and (ii) demonstrating the Person’s status as a beneficial owner of the
23 Paysign common stock. Any such request for exclusion must be signed and submitted by the
24 beneficial owner under penalty of perjury. The request for exclusion shall not be effective unless it
25 provides the required information, is legible, and is made within the time stated above, or the
26 exclusion is otherwise accepted by the Court. Class Counsel may contact any Person filing a request
27 for exclusion, or their attorney if one is designated, to discuss the exclusion.

28 22. The Claims Administrator shall provide all requests for exclusion and supporting

1 documentation submitted therewith (including untimely requests and revocations of requests) to
2 Class Counsel upon the receipt thereof. The Settlement Class will not include any Person who
3 delivers a valid and timely request for exclusion.

4 23. Any Person that submits a request for exclusion may thereafter submit to the Claims
5 Administrator a written revocation of that request for exclusion, provided that it is received no later
6 than two (2) Business Days before the Settlement Hearing, in which event that Person will be
7 included in the Settlement Class.

8 24. All Persons who submit a valid, timely and unrevoked request for exclusion will be
9 forever barred from receiving any payments from the Net Settlement Fund.

10 25. The Court will consider comments and/or objections to the Settlement, the Plan of
11 Allocation, or the Fee and Expense Application, provided, however, that no Settlement Class
12 Member or other Person shall be heard or entitled to contest the approval of the terms and conditions
13 of the proposed Settlement or, if approved, the Order and Final Judgment, or any other order
14 relating thereto, unless that Person has served copies of any objections, papers and briefs to each
15 of the following counsel at least twenty-eight (28) calendar days prior to the Settlement Hearing

16 Date:

17 LEAD COUNSEL:

COUNSEL FOR DEFENDANTS:

18 POMERANTZ LLP

GREENBERG TRAURIG, LLP

19 Joshua B. Silverman

Daniel J. Tyukody

Omar Jafri

1840 Century Park East, Suite 1900

20 10 South LaSalle Street, Suite 3505

Los Angeles, CA 90067

Chicago, IL 60603

21
22 and that Person has (at least twenty-eight (28) calendar days prior to the Settlement Hearing date)
23 filed said objections, papers and briefs, showing due proof of service upon counsel identified above,
24 with the Clerk of the Court, U.S. District Court, District of Nevada, 333 South Las Vegas
25 Boulevard, Las Vegas, NV 89101. To be valid, any such objection must contain the Settlement
26 Class Member's: (1) name, address, and telephone number; (2) a list of all purchases and sales of
27 Paysign common stock during the Settlement Class Period in order to show membership in the
28 Settlement Class; (3) all grounds for the objection, including any legal support known to the

1 Settlement Class Member and/or his, her, or its counsel; (4) the name, address and telephone
2 number of all counsel who represent the Settlement Class Member, including former or current
3 counsel who may be entitled to compensation in connection with the objection; and (5) the number
4 of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class
5 action settlement in the last five years, the nature of each such objection in each case, the
6 jurisdiction in each case, and the name of the issuer of the security or seller of the product or service
7 at issue in each case. Attendance at the Settlement Hearing is not necessary, but Persons wishing
8 to be heard orally in opposition to the approval of the Stipulation, the Plan of Allocation, and/or the
9 Fee and Expense Application are required to indicate in their written objection (or in a separate
10 writing that is submitted in accordance with the deadline and after instruction pertinent to the
11 submission of a written objection) that they intend to appear at the Settlement Hearing and identify
12 any witnesses they may call to testify or exhibits they intend to introduce into evidence at the
13 Settlement Hearing. Settlement Class Members do not need to appear at the Settlement Hearing or
14 take any other action to indicate their approval.

15 26. Any Settlement Class Member who does not object in the manner prescribed above
16 shall be deemed to have waived all such objections and shall forever be foreclosed from making
17 any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final
18 Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the Fee and
19 Expense Application, unless otherwise ordered by the Court; shall be bound by all the terms and
20 provisions of the Stipulation and by all proceedings, orders and judgments in the Action; and shall
21 also be foreclosed from appealing from any judgment or order entered in this Action.

22 27. The Court reserves the right to adjourn the Settlement Hearing without any further
23 notice other than entry of an Order on the Court's docket, and to approve the Settlement without
24 further notice to the Settlement Class.

25 28. All papers in support of the Settlement, the Plan of Allocation and/or the Fee and
26 Expense Application shall be filed and served no later than thirty-five (35) calendar days before the
27 Settlement Hearing.

28 29. Any submissions filed in response to any objections or in further support of the

1 Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed no later
2 than seven (7) calendar days prior to the Settlement Hearing.

3 30. Defendants, their counsel, their Insurers and other Released Defendant Parties shall
4 have no responsibility for, or liability with respect to, the Plan of Allocation or any application for
5 attorneys' fees and interest, or expenses or payments to the Class Representatives submitted by
6 Class Counsel, and such matters will be considered separately from the fairness, reasonableness,
7 and adequacy of the Settlement.

8 31. Pending final determination of whether the Settlement should be approved, all
9 Releasing Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any
10 Released Claims against any Released Party in any court, tribunal or proceeding. Unless and until
11 the Stipulation is cancelled and terminated pursuant to the Stipulation, all proceedings in the Action,
12 other than such proceedings as may be necessary to carry out the terms and conditions of the
13 Stipulation, are hereby stayed and suspended until further order of the Court.

14 32. All funds held by the Escrow Agent shall be deemed and considered to be in the
15 custody of the Court and shall remain subject to the jurisdiction of the Court, until such time as
16 such funds shall be distributed or returned pursuant to the Stipulation and Plan of Allocation and/or
17 further order(s) of the Court.

18 33. Neither the Stipulation, nor any of its terms or provision, nor any of the negotiations
19 or proceedings connected with it, shall be construed as an admission or concession by Defendants,
20 their counsel, their Insurers or any of the other Released Parties of the truth of any of the allegations
21 in the Action, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or
22 deemed to be evidence of or an admission or concession that Class Representatives or any
23 Settlement Class Members have suffered any damages, harm, or loss. Further, neither the
24 Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected
25 with it, nor this Order shall be construed as an admission or concession by the Class Representative
26 of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged
27 in this Action.

28 34. In the event the Settlement is not consummated in accordance with the terms of the

1 Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except
2 as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further
3 force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence
4 or used in any action or proceeding by any Person against the Settling Parties or the Released
5 Parties, and each Settling Party shall be restored to his, her or its respective litigation positions as
6 they existed prior to November 1, 2023, pursuant to the terms of the Stipulation.

7 35. The Court reserves the right to alter the time or the date of the Settlement Hearing
8 without further notice to the Class Members, provided that the time or the date of the Settlement
9 Hearing shall not be set at a time or date earlier than the time and date set forth in ¶6 above. The
10 Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or
11 relating to, the Stipulation, including by way of illustration and not limitation, any dispute
12 concerning any Claim Form submitted and any future requests by one or more of the Parties that
13 the Order and Final Judgment, the releases and/or the permanent injunction set forth in the
14 Stipulation be enforced.

15
16
17 Dated: _____, 2024

HON. GLORIA M. NAVARRO
UNITED STATES DISTRICT JUDGE

Exhibit A-1

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**IN RE PAYSIGN, INC. SECURITIES
LITIGATION**

**Case No. 2:20-cv-00553-GMN-DJA
Hon. Gloria M. Navarro**

CLASS ACTION

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased or acquired the common stock of Paysign, Inc. (“Paysign” or the “Company”) during the period between March 12, 2019, and March 31, 2020, both dates inclusive (the “Class Period”), you could get a payment from a class action settlement (the “Settlement”).

Under law, a federal court has authorized this Notice. This is not attorney advertising.

- If approved by the Court, the Settlement will provide three million seven hundred fifty thousand dollars (\$3,750,000) (the “Settlement Amount”) gross, plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, and Awards to Plaintiffs, net of any taxes on interest, to pay claims of investors who purchased Paysign common stock during the Class Period.
- Plaintiffs calculate that the Settlement represents an estimated average recovery of \$0.12 per Plaintiffs’ estimate of damaged shares of Paysign common stock. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the Recognized Losses of all Settlement Class Members, the date(s) you purchased and sold Paysign common stock, the purchase and sales prices of Paysign common stock, and the total number of claims filed.
- Attorneys for Plaintiffs (hereafter “Lead Counsel”) will ask the Court to award them fees of up to 33 1/3rd of the Settlement Amount (\$1,249,999.99) plus interest, reimbursement of litigation expenses of no more than \$110,000 and Awards to Plaintiffs not to exceed \$10,000 each. If approved by the Court, these amounts (which Plaintiffs calculate as totaling an average of \$0.04 per Plaintiffs’ estimate of damaged shares of Paysign common stock) will be paid from the Settlement Fund.
- The Settlement resolves the Action concerning whether Paysign and certain of its officers and directors, Mark Newcomer, Mark Attinger, and Daniel Spence (collectively, the “Defendants”), violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in various public statements to the investing public concerning Paysign’s internal controls over financial reporting. Defendants maintain that all of their statements were true and correct and deny each, any, and all allegations of

wrongdoing, fault, liability or damage whatsoever asserted by Plaintiffs. Defendants have also denied, *inter alia*, the allegations Plaintiffs or the Settlement Class have suffered damages or that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action. Defendants continue to believe the claims asserted against them in the Action are without merit.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	Fill out the attached Proof of Claim and Release form and submit it no later than _____, 2024. This is the only way to get a payment.
Exclude Yourself from the Class	Submit a request for exclusion no later than _____, 2024. This is the only way you can ever be part of any other lawsuit against the Defendants or the other Released Parties about the legal claims in this case. If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.
Object	Write to the Court no later than _____, 2024 about why you do not like the Settlement. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
Go To The Hearing	Ask to speak in Court about the fairness of the Settlement at the hearing on _____, 2024, at __:__.m. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
Do Nothing	Get no payment AND give up your right to bring your own individual action.

INQUIRIES

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice, the Proof of Claim and Release Form, or the Settlement should be directed to:

<p>Paysign, Inc. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net</p>	<p>or</p>	<p>Omar Jafri POMERANTZ LLP 10 S. LaSalle Street, Suite 3505 Chicago, IL 60603 Tel: (312) 377-1181</p>
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DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated December 15, 2023 (the “Stipulation”).

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have purchased or acquired the publicly traded common stock of Paysign between March 12, 2019, and March 31, 2020, both dates inclusive.

2. What is this lawsuit about?

The case is known as *In re Paysign, Inc. Securities Litigation*, No. 2:20-cv-00553 (D. Nev.) (the “Action”). The Court in charge of the case is the United States District Court for the District of Nevada.

The Action involves allegations that Defendants violated certain federal securities laws by making misrepresentations or omissions of material fact concerning Paysign’s internal controls over financial reporting. The Complaint alleges that the misstatements or omissions artificially inflated the price of Paysign’s share price, and that the share price dropped in response to certain subsequent disclosures. Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action. The Settlement shall in no event be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Parties, or of any infirmity of any defense, or of any damages to the Plaintiffs or any other Settlement Class Member. The Settlement resolves all of the claims in the Action, as well as certain other claims or potential claims, whether known or unknown.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known

as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is there a Settlement?

The Parties do not agree regarding the merits of Plaintiffs' allegations and Defendants' defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which the Parties disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under the federal securities law; (2) whether Defendants acted with scienter, which means intent to deceive, manipulate, or defraud, including an extreme departure from the standards of ordinary care, presenting a danger of misleading buyers that is either known to the defendant or is so obvious that the actor must have been aware of it; (3) whether the alleged disclosures were corrective disclosures; (4) the causes of the loss in the value of Paysign common stock; and (5) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or Defendants. Instead, the Parties have agreed to settle the case. Plaintiffs and Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Defendants. Among the reasons that Plaintiffs and Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether Plaintiffs will win at trial and whether Paysign can pay a damages award were Plaintiffs to win at trial.

Even if Plaintiffs were to win at trial, and also prevail on appeal, Plaintiffs might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Plaintiffs' allegations were found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

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

The Settlement Class consists of all persons and entities, other than Defendants and their affiliates, who purchased or acquired publicly traded Paysign common stock between March 12, 2019, and March 31, 2020, both dates inclusive.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) Defendants; (ii) any person who served as a partner, control person, executive officer and/or director of Paysign during the Class Period, and members of their immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Paysign; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or member(s) of their immediate families; (vi) Defendants' liability insurance carriers; and (vii) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i) through (vi)

hereof. You are also excluded from the Class if you have a net profit in purchases and sales of Paysign common stock or otherwise suffered no compensable damages during the Class Period. You may choose to be excluded from the Settlement Class by filing a valid and timely request for exclusion as described below in the response to question 11.

7. I am still not sure whether I am included.

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the website www.strategicclaims.net/Paysign/ or fill out and return the Proof of Claim and Release Form described in Question 9, to see if you qualify.

8. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement provides that Defendants will cause three million seven hundred fifty thousand dollars (\$3,750,000) (the “Settlement Fund”) to be paid into the Escrow Account for the benefit of the Settlement Class. The Settlement is subject to Court approval. Also, subject to the Court’s approval, a portion of the Settlement Fund will be used to pay attorneys’ fees with interest and reasonable litigation expenses to Lead Counsel, and any Award to Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing this Notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed by all Class Members; (ii) the dates you purchased and sold Paysign common stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Counsel for attorneys’ fees, costs, and expenses and Awards to Plaintiffs.

The Claims Administrator will determine each Settlement Class Member’s *pro rata* share of the Net Settlement Fund based upon each Settlement Class Member’s valid “Recognized Loss.” The Recognized Loss formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Settlement Class Members with valid claims.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Stipulation or by order of the Court under the below Plan of Allocation (“Authorized Claimants”), which reflects Plaintiffs’ contention that because of the alleged misrepresentations made by Defendants, the price of Paysign common stock was artificially inflated during the relevant period and that certain subsequent disclosures caused changes in the inflated price of Paysign common stock. Defendants have denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action.

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator’s website, www.strategicclaims.net/Paysign/.

The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Loss. **Please Note:** The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of what a Settlement 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 formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s Recognized Loss and subject to the provisions in the preceding paragraph. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the preceding paragraph (*i.e.*, “*pro rata* share”). No distribution will be made on a claim where the potential distribution amount is less than twenty dollars (\$20.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$20.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such

second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization selected by Lead Counsel.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Paysign common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:

Recognized Loss for the Company's Publicly Traded Common Stock Purchased During the Class Period Will Be Calculated as Follows:

- (A) For shares purchased during the Settlement Class Period and sold during the Class Period, the Recognized Loss per share will be the inflation per share upon purchase (as set forth in Table A below) less the inflation per share upon sale (as set forth in Table A below).
- (B) For shares purchased during the Class Period and sold during the period April 1, 2020 through June 29, 2020, inclusive (i.e., sold during the 90-Day Lookback Period), the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Table A below) minus the inflation per share upon sale (as set forth in Table A below); or (2) the purchase price per share minus the average closing stock price as of the date of sale provided in Table B below.
- (C) For shares purchased during the Class Period and retained as of the close of trading on June 29, 2020, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Table A below); or (2) the purchase price per share minus \$7.34 per share.¹

¹ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$7.34 per share was the mean (average) daily closing trading price of the Company's common stock during the 90-day period beginning on April 1, 2020 through and including on June 29, 2020 (the "90-Day Lookback Period").

TABLE A		
Alleged Artificial Inflation in Payscale Common Stock		
From	To	Per-Share Price Inflation
March 12, 2019	March 15, 2020	\$1.39
March 16, 2020	March 31, 2020	\$0.96
April 1, 2020	April 1, 2020	\$0.37
April 2, 2020	Thereafter	\$0.00

TABLE B			
Payscale Common Stock Average Closing Price During the 90-Day Lookback Period			
Date	Average Closing Price	Date	Average Closing Price
4/1/2020	\$4.35	5/15/2020	\$6.90
4/2/2020	\$4.19	5/18/2020	\$6.91
4/3/2020	\$4.30	5/19/2020	\$6.93
4/6/2020	\$4.51	5/20/2020	\$6.93
4/7/2020	\$4.86	5/21/2020	\$6.94
4/8/2020	\$5.28	5/22/2020	\$6.94
4/9/2020	\$5.43	5/26/2020	\$6.95
4/13/2020	\$5.58	5/27/2020	\$6.96
4/14/2020	\$5.77	5/28/2020	\$6.96
4/15/2020	\$5.85	5/29/2020	\$6.97
4/16/2020	\$5.93	6/1/2020	\$6.97
4/17/2020	\$6.01	6/2/2020	\$6.98
4/20/2020	\$6.05	6/3/2020	\$6.99
4/21/2020	\$6.07	6/4/2020	\$7.01
4/22/2020	\$6.10	6/5/2020	\$7.03
4/23/2020	\$6.15	6/8/2020	\$7.06
4/24/2020	\$6.19	6/9/2020	\$7.08
4/27/2020	\$6.26	6/10/2020	\$7.10
4/28/2020	\$6.33	6/11/2020	\$7.10
4/29/2020	\$6.43	6/12/2020	\$7.11
4/30/2020	\$6.54	6/15/2020	\$7.11
5/1/2020	\$6.61	6/16/2020	\$7.13
5/4/2020	\$6.66	6/17/2020	\$7.14
5/5/2020	\$6.71	6/18/2020	\$7.15
5/6/2020	\$6.77	6/19/2020	\$7.16
5/7/2020	\$6.83	6/22/2020	\$7.17
5/8/2020	\$6.86	6/23/2020	\$7.19
5/11/2020	\$6.88	6/24/2020	\$7.20
5/12/2020	\$6.89	6/25/2020	\$7.25
5/13/2020	\$6.88	6/26/2020	\$7.30

5/14/2020	\$6.89	6/29/2020	\$7.34
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To the extent a claimant had a trading gain or “broke even” from his, her or its overall transactions in the Company’s shares during the Class Period, the value of the Recognized Loss will be zero and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his, her or its overall transactions in the Company’s shares during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant’s actual trading loss.

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of the Company shares shall not be deemed a purchase, acquisition or sale of shares for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

For purposes of calculating your Recognized Loss, all purchases, acquisitions and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all your purchases of the Company shares during the period March 12, 2019 through and including June 29, 2020.

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the stock. The date of a “short sale” is deemed to be the date of sale of the stock. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a Claimant has an opening short position in Paysign common stock, the earliest purchases or acquisitions of Paysign common stock during the Class Period shall be matched against such opening short position, and shall not be entitled to a recovery, until that short position is fully covered.

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 Defendants, Defendants’ Counsel, Plaintiffs, Lead Counsel or the Settlement Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Claim Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Cash Settlement Amount shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Cash Settlement Amount, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

9. How can I get a payment?

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release Form” (also called a “Claim Form”). This Proof of Claim and Release Form is attached to this Notice. You may also obtain a Proof of Claim and Release Form at

www.strategicclaims.net/Paysign/. Read the instructions carefully, fill out the form, and sign it in the location indicated. The Proof of Claim and Release Form may be completed in two ways: (1) by completing and submitting it electronically at www.strategicclaims.net/Paysign/ **by 11:59 p.m. EST on _____, 2024**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than _____, 2024**, to the Claims Administrator at:

Paysign, Inc. Securities Litigation
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson St., Ste. 205
 Media, PA 19063
 Fax: (610) 565-7985
 info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Settlement Class by the _____, 2024 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Defendants and other Released Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Defendants and other Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase or acquisition of Paysign common stock during the Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisition, sale, or ownership of Paysign common stock during the Class Period. The specific terms of the release are included in the Stipulation.

11. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *In re Paysign, Inc Securities Litigation*, No. 2:20-cv-00553 (D. Nev.);" and (B) states the date, number of shares and dollar amount of each purchase or acquisition of Paysign common stock during the Class Period, the dates, number of shares, and dollar amounts of

any sales, as well as the number of shares of Paysign common stock held by you as of March 31, 2020. To be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase and, if applicable, sale of Paysign common stock during the Class Period; and (ii) demonstrating your status as a beneficial owner of the Paysign common stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than _____, 2024**, to the Claims Administrator at the following address:

Paysign, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail.

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

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

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue Defendants or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

13. Do I have a lawyer in this case?

The Court appointed Pomerantz LLP as Lead Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Pomerantz LLP is provided below.

14. How will the lawyers be paid?

Lead Counsel have expended considerable time litigating this Action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Lead Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Lead Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to

exceed 33 1/3rd percent plus interest of the Settlement Amount (\$1,249,999.99), reimbursement of litigation expenses of no more than \$110,000 and an Award to Plaintiffs not to exceed \$10,000 each. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

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

You can tell the Court you do not agree with the Settlement, any part of the Settlement, and/or to Lead Counsel's motion for attorneys' fees and expenses and application for an Award to Plaintiffs, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *In re Paysign, Inc. Securities* Litigation No. 2:20-cv-00553 (D. Nev.). Be sure to include: (1) your name, address, and telephone number; (2) a list of all purchases and sales of Paysign common stock during the Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be **received no later than _____, 2024:**

<p>Clerk of the Court United States District Court District of Nevada 333 Las Vegas Boulevard South Las Vegas, NV 89101</p>	<p><i>Lead Counsel:</i> POMERANTZ LLP Omar Jafri 10 South LaSalle Street, Suite 3505 Chicago IL 60603</p>	<p><i>Counsel for Defendants:</i> GREENBERG TRAURIG, LLP Daniel J. Tyukody 1840 Century Park East Suite 1900 Los Angeles, CA 90067</p>
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16. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

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

The Court will hold a Settlement Hearing on _____, 2024, at __:__.m., at the United States District Court, District of Nevada, 333 Las Vegas Boulevard South, Courtroom 7D, Las Vegas, NV 89101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Lead Counsel for attorneys' fees and expenses and how much to award Plaintiffs.

18. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

19. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims (as defined in the Stipulation) ever again.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If, between March 12, 2019, and March 31, 2020, both dates inclusive, you purchased or otherwise acquired, Paysign common stock for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THE NOTICE, you either (a) provide to the Claims Administrator the name, last known address, and e-mail addresses (if known) of each person or organization for whom or which you purchased such Paysign common stock during such time period; (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days mail the Postcard Notice directly to the beneficial owners/purchasers of the Paysign common stock; or (c) request the link to this Notice and Proof of Claim and Release Form (together, the "Notice Packet"), and within ten (10) days e-mail the direct link of the Notice Packet to the beneficial owners/purchasers. If you choose to follow alternative procedure (b) or (c), the Court has directed that, upon such mailing/e-mailing, you send a statement to the Claims Administrator confirming that the mailing/e-mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing, up to a maximum of \$0.05 plus postage at the pre-sort rate unit by the Claims Administrator per Postcard Notice mailed, \$0.05 per e-mail sent of the Notice Packet link; or \$0.05 per name, address, and/or e-mail address provided to the Claims Administrator. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED:

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

Exhibit A-2

PROOF OF CLAIM AND RELEASE FORM

Deadline for Submission: _____

IF YOU PURCHASED PAYSIGN, INC. (“PAYSIGN” OR THE “COMPANY”) COMMON STOCK BETWEEN MARCH 12, 2019 AND MARCH 31, 2020, BOTH DATES INCLUSIVE (THE “CLASS PERIOD”) AND WERE ALLEGEDLY DAMAGED THEREBY, YOU ARE A “SETTLEMENT CLASS MEMBER” AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE DEFENDANTS, PAYSIGN’S OFFICERS AND DIRECTORS, THEIR IMMEDIATE FAMILY MEMBERS, AND ENTITIES IN WHICH SUCH EXCLUDED PERSON HOLD A CONTROLLING INTEREST.) (ALSO EXCLUDED FROM THE SETTLEMENT CLASS ARE THOSE PERSONS WHO FILE VALID AND TIMELY REQUESTS FOR EXCLUSION IN ACCORDANCE WITH THE COURT’S ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.)

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM AND RELEASE FORM”) IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM BY 11:59 P.M. EST ON _____, 2024 AT WWW.STRATEGICCLAIMS.NET/PAYSIGN/.

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____, 2024 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Paysign, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY _____, 2024 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDE YOURSELF.

SUBMISSION OF A PROOF OF CLAIM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

CLAIMANT'S STATEMENT

1. I (we) purchased Paysign ("Paysign") common stock during the Class Period. (Do not submit this Proof of Claim and Release Form if you did not purchase Paysign common stock during the Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Paysign common stock, and each sale, if any, of such common stock. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of Paysign common stock listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information).
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement ("Stipulation").
8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us)

and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Parties.

9. "Released Parties" has the meaning laid out in the Stipulation.
10. "Released Claims" has the meaning laid out in the Stipulation.
11. "Unknown Claims" has the meaning laid out in the Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at efile@strategicclaims.net or visit their website at www.strategicclaims.net to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator's instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Proof of Claim and Release Form, as well as proof of authority to file (see Item 2 of the Claimant's Statement), along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.
14. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release Form hosted at www.strategicclaims.net. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim and Release Form.

I. CLAIMANT INFORMATION

EXHIBIT A-2

Beneficial Owner's Name		
Address		
City	State	Zip Code
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
E-mail		
Social Security Number (for individuals)	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

II. SCHEDULE OF TRANSACTIONS IN PAYSIGN COMMON STOCK

Beginning Holdings:

- A. State the total number of shares of Paysign, Inc. ("Paysign") common stock held at the close of trading on March 11, 2019 (*must be documented*). If none, write "zero" or "0."

--

Purchases/Acquisitions:

- B. Separately list each and every purchase or acquisition of Paysign common stock between March 12, 2019, and June 29, 2020, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

Sales:

C. Separately list each and every sale of Paysign common stock between March 12, 2019, and June 29, 2020, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

Ending Holdings:

D. State the total number of shares of Paysign common stock held at the close of trading on June 29, 2020 (*must be documented*). If none, write “zero” or “0.”

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

III. SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

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

IV. CERTIFICATION

I (We) submit this Proof of Claim and Release Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Nevada, with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of Paysign common stock during the Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup

withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Check here if proof of authority to file is enclosed.

(See Item 2 under Claimant's Statement)

Date: _____

THIS PROOF OF CLAIM AND RELEASE FORM MUST BE POSTMARKED NO LATER THAN _____, 2024 AND MUST BE MAILED TO:

Paysign, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by _____, 2024 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator.

The Claims Administrator will acknowledge receipt of your Proof of Claim and Release Form by mail or e-mail within 45 days of receipt. Your claim is not deemed filed until you receive such an acknowledgment. If you do not receive an acknowledgment within 45 days, please contact the Claims Administrator by telephone toll-free at 866-274-4004 or by e-mail at info@strategicclaims.net.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

- Please be sure to sign this Proof of Claim and Release Form on page 6. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then each Claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you move or change your address, telephone number or e-mail address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.

Exhibit A-3

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**IN RE PAYSIGN, INC. SECURITIES
LITIGATION**

**Case No. 2:20-cv-00553-GMN-DJ
Hon. Gloria M. Navarro**

CLASS ACTION

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

TO: ALL PERSONS WHO PURCHASED OR ACQUIRED PAYSIGN, INC. COMMON STOCK BETWEEN MARCH 12, 2019, AND MARCH 31, 2020, BOTH DATES INCLUSIVE.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Nevada, that a hearing will be held on _____, 2024, at __: __.m. before the Honorable Gloria M. Navarro, United States District Judge of the District of Nevada, 333 Las Vegas Boulevard South, Courtroom 7D, Las Vegas, Nevada 89101 for the purpose of determining: (1) whether the proposed Settlement of the claims in the above-captioned Action for consideration including the sum of \$3,750,000 should be approved by the Court as fair, reasonable, and adequate; (2) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (3) whether the application of Lead Counsel for an award of attorneys' fees of up to 33 1/3% plus interest of the Settlement Amount, reimbursement of expenses of not more than \$110,000 and an incentive payment of no more than \$10,000 to each Plaintiff, or \$20,000 in total, should be approved; and (4) whether this Action should be dismissed with prejudice as set forth in the Stipulation and Agreement of Settlement dated December 15, 2023 (the "Stipulation").

If you purchased Paysign, Inc. (“Paysign”) common stock during the period between March 12, 2019, and March 31, 2020, both dates inclusive (the “ Class Period”), your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in Paysign common stock. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and a copy of the Proof of Claim and Release Form, you may obtain copies by writing to or calling the Claims Administrator at Paysign, Inc. Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063; (Tel) (866) 274-4004; (Fax) (610) 565-7985; info@strategicclaims.net. You can also download copies of the Notice and submit your Proof of Claim and Release Form online at www.strategicclaims.net/Paysign/. If you are a member of the Settlement Class, to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release Form electronically or postmarked no later than _____, 2024 to the Claims Administrator, establishing that you are entitled to recovery. Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Action whether or not you make a claim.

If you desire to be excluded from the Settlement Class, you must submit to the Claims Administrator a request for exclusion so that it is received no later than _____, 2024, in the manner and form explained in the Notice. All members of the Settlement Class who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the Settlement Stipulation.

Any objection to the Settlement, Plan of Allocation, or Lead Counsel’s request for an award of attorneys’ fees and reimbursement of expenses and Award to Plaintiffs must be in the manner

and form explained in the detailed Notice and received no later than _____, 2024, by each of the following:

<p>Clerk of the Court United States District Court District of Nevada 333 Las Vegas Boulevard South Las Vegas, NV 89101</p>	<p><u>LEAD COUNSEL:</u> Joshua B. Silverman Omar Jafri POMERANTZ LLP 10 South LaSalle Street Suite 3505 Chicago, IL 60603 Tel: (312) 377-1181</p>	<p><u>COUNSEL FOR DEFENDANTS:</u> Daniel J. Tyukody GREENBERG TRAURIG, LLP 1840 Century Park East Suite 1900 Los Angeles, CA 90067 Telephone: (310) 586-7723</p>
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If you have any questions about the Settlement, you may call or write to Lead Counsel:

Joshua B. Silverman
Omar Jafri
POMERANTZ LLP
10 South LaSalle Street
Suite 3505
Chicago, IL 60603
Tel: (312) 377-1181

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

Dated: _____, 2024

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

Exhibit A-4

Paysign, Inc. Securities Litigation
c/o STRATEGIC CLAIMS SERVICES
P.O. BOX 230
600 N. JACKSON ST, STE 205
MEDIA, PA 19063

PRESORTED
FIRST-CLASS
MAIL U.S.
POSTAGE PAID

**Court-Ordered Legal Notice
Forwarding Service Requested**

*Important Notice about a Securities
Class Action Settlement*

*You may be entitled to a payment.
This Notice may affect your legal
rights.*

Please read it carefully.

Case No. 2:20-cv-00553 (D. Nev.)

Case Pending in the United States District Court for the
District of Nevada

[NAME 1]

[NAME 2]

[NAME 3]

[ADDRESS 1]

[ADDRESS 2]

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.

PLEASE VISIT WWW.STRATEGICCLAIMS.NET/PAYSIGN/ OR CALL 1-866-274-4004 FOR MORE INFORMATION.

The United States District Court for the District of Nevada (the “Court”) has preliminarily approved a proposed Settlement of claims against Paysign, Inc. (“Paysign”), Mark Newcomer, Mark Attinger, and Daniel Spence (collectively, the “Defendants”). The proposed Settlement would resolve a class action lawsuit alleging that, in violation of the federal securities laws, Defendants allegedly made misrepresentations and/or omissions of material fact in various public statements to the investing public concerning Paysign’s business operations. Defendants deny the allegations.

You received this notice because you may have purchased Paysign common stock between March 12, 2019, and March 31, 2020, both dates inclusive, and you may be a Settlement Class Member. The Settlement provides that, in exchange for the dismissal and release of claims against Defendants, a fund consisting of \$3,750,000, less attorneys’ fees and expenses, will be divided among Settlement Class Members who timely submit valid Proof of Claim and Release Forms (“Proof of Claim”). For a full description of the Settlement and your rights and to make a claim, please view the Stipulation and Agreement of Settlement and obtain a copy of the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and Proof of Claim by visiting the website: www.strategicclaims.net/Paysign/. You may also request copies of the Notice and Proof of Claim from the Claims Administrator through any of the following ways: (1) mail: Paysign, Inc. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St, Ste. 205, Media, PA 19063; (2) call toll free: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: info@strategicclaims.net.

To qualify for payment, you must submit a Proof of Claim, which can be found on the website www.strategicclaims.net/Paysign/. PROOFS OF CLAIM ARE DUE BY _____, 2024 TO PAYSIGN, INC. SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON ST, STE 205, MEDIA, PA 19063 or submitted electronically at www.strategicclaims.net/Paysign/. If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2024. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by _____, 2024. The Notice explains how to exclude yourself or to object.

The Court will hold a hearing in this case on _____, 2024 at ____:____.m. at the United States District Court for the District of Nevada, 333 Las Vegas Boulevard South, Courtroom 7D, Las Vegas, Nevada 89101, to consider whether to approve the Settlement, the Plan of Allocation, and a request by Lead Counsel for up to 33 1/3% of the Settlement Fund for their attorneys’ fees, plus up to \$110,000 in expenses, and Awards to Plaintiffs of no more than \$10,000 each, for litigating the cases and negotiating the Settlement. You may, but do not have to, attend the hearing and ask to be heard by the Court. For more information, call toll-free 1-866-274-4004, or visit the website www.strategicclaims.net/Paysign/.

Exhibit B

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE PAYSIGN, INC. SECURITIES
LITIGATION

Case No. 2:20-cv-00553-GMN-DJ
Hon. Gloria M. Navarro

CLASS ACTION

[PROPOSED] ORDER AND FINAL JUDGMENT

On the ____ day of _____, 2024, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated December 15, 2023 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the Settlement Class against the Defendants (as defined in the Stipulation), including the release of the Released Claims against the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Action with prejudice; (3) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; (4) whether and in what amount to award Lead Counsel fees and reimbursement of expenses; and (5) whether and in what amount to award Plaintiffs reimbursement awards; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing in the record that the Postcard Notice substantially in the form approved by the Court in the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, dated _____, 2024 (“Preliminary Approval Order”) was mailed to all reasonably identifiable Settlement Class Members and of Pendency and the Notice of Proposed Settlement of Class Action (“Long Notice”) was posted to the website of the Claims Administrator, both in accordance with the Preliminary Approval Order and the specifications of the Court; and

It appearing in the record that the Summary Notice of Pendency and Proposed Class Action Settlement substantially in the form approved by the Court in the Preliminary Approval Order was published in accordance with the Preliminary Approval Order and the specifications of the Court;

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

2 1. This Order and Final Judgment incorporates by reference the definitions in the
3 Stipulation (Dkt. No. ____), and all capitalized terms used herein shall have the same meanings as
4 set forth therein.

5 2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all
6 Settlement Class Members, and the Defendants.

7 3. The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3)
8 of the Federal Rules of Civil Procedure have been satisfied in that:

9 (a) the number of Settlement Class Members is so numerous that joinder of all members
10 thereof is impracticable;

11 (b) there are questions of law and fact common to the Settlement Class;

12 (c) Plaintiffs' claims are typical of the claims of the Settlement Class they seek to
13 represent;

14 (d) Plaintiffs and Lead Counsel fairly and adequately represent the interests of the
15 Settlement Class;

16 (e) questions of law and fact common to the members of the Settlement Class
17 predominate over any questions affecting only individual members of the Settlement Class;
18 and

19 (f) a class action is superior to other available methods for the fair and efficient
20 adjudication of this Action, considering:

21 i. the interests of the Settlement Class Members in individually controlling the
22 prosecution of the separate actions;

23 ii. the extent and nature of any litigation concerning the controversy already
24 commenced by Settlement Class Members;

25 iii. the desirability or undesirability of concentrating the litigation of these
26 claims in this particular forum; and

27 iv. the difficulties likely to be encountered in the management of the class
28 action.

1 The Settlement Class is being certified for settlement purposes only.

2 4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, for
3 settlement purposes only, the Court hereby finally certifies this action as a class action for a
4 Settlement Class consisting of all persons and entities that purchased or acquired Paysign common
5 stock between March 12, 2019, and March 31, 2020, both dates inclusive (“Settlement Class
6 Period”). Excluded from the Settlement Class are: (a) persons who suffered no compensable losses;
7 and (b)(i) Defendants; (ii) any person who served as a partner, control person, executive officer
8 and/or director of Paysign during the Settlement Class Period, and members of their immediate
9 families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii) present and
10 former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Paysign; (iv) any
11 entity in which the Defendants have or had a controlling interest; (v) any trust of which an
12 Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or
13 member(s) of their immediate families; (vi) Defendants’ liability insurance carriers; and (vii) the
14 legal representatives, heirs, successors, and assigns of any person or entity excluded under
15 provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and
16 entities who or which submit a request for exclusion from the Settlement Class that the Court
17 accepts. For the avoidance of doubt, “affiliates” are persons or entities that directly, or indirectly
18 through one or more intermediaries, control, are controlled by or are under common control with
19 one of the Defendants. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are
20 certified as the class representatives on behalf of the Settlement Class (“Class Representatives”)
21 and Lead Counsel, Pomerantz LLP, previously selected by Plaintiffs and appointed by the Court is
22 hereby appointed as Class Counsel for the Settlement Class (“Class Counsel”).

23 5. In accordance with the Court’s Preliminary Approval Order, the Court hereby finds
24 that the forms and methods of notifying the Settlement Class of the Settlement and its terms and
25 conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure,
26 and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. §78u-4(a)(7), as amended by the Private
27 Securities Litigation Reform Act of 1995; constituted the best notice practicable under the
28 circumstances; and constituted due and sufficient notice of these proceedings and the matters set

1 forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to
2 such notice. No Settlement Class Member is relieved from the terms and conditions of the
3 Settlement, including the releases provided for in the Stipulation, based upon the contention or
4 proof that such Settlement Class Member failed to receive actual or adequate notice. A full
5 opportunity has been offered to the Settlement Class Members to object to the proposed Settlement
6 and to participate in the hearing thereon. The Court further finds that the notice provisions of the
7 Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined
8 that all Settlement Class Members are bound by this Order and Final Judgment except those persons
9 listed on Exhibit A to this Order and Final Judgment.

10 6. The Settlement is approved as fair, reasonable and adequate under Rule 23 of the
11 Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. This Court
12 further finds that the Settlement set forth in the Stipulation is the result of good faith, arm's-length
13 negotiations between experienced counsel representing the interests of the Class Representatives,
14 Settlement Class Members and Defendants. The Parties are directed to consummate the Settlement
15 in accordance with the terms and provisions of the Stipulation.

16 7. The Action and all claims contained therein, as well as all of the Released Claims,
17 are dismissed with prejudice as against each and all of the Defendants. The Parties are to bear their
18 own costs, except as otherwise provided in the Stipulation.

19 8. The Releasing Parties, on behalf of themselves, their successors and assigns, and
20 any other Person claiming (now or in the future) through or on behalf of them, regardless of whether
21 any such Releasing Party ever seeks or obtains by any means, including without limitation by
22 submitting a Proof of Claim and Release Form, any disbursement from the Settlement Fund, shall
23 be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally,
24 and forever released, relinquished, and discharged all Released Claims against the Released Parties.
25 The Releasing Parties shall be deemed to have, and by operation of this Order and Final Judgment
26 shall have, covenanted not to sue the Released Parties with respect to any and all Released Claims
27 in any forum and in any capacity. The Releasing Parties shall be and hereby are permanently barred
28 and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any

1 way participating in the commencement or prosecution of any action or other proceeding, in any
2 forum, asserting any Released Claims, in any capacity, against any of the Released Parties. Nothing
3 contained herein shall, however, bar the Releasing Parties from bringing any action or claim to
4 enforce the terms of the Stipulation or this Order and Final Judgment.

5 9. To the fullest extent permitted by law, all Persons shall be permanently enjoined,
6 barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions, or
7 causes of action for contribution, indemnity or otherwise against any of the Released Parties
8 seeking as damages or otherwise the recovery of all or any part of any liability, judgment or
9 settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any
10 Settlement Class Member arising out of, relating to or concerning such Persons' participation in
11 any acts, facts, statements or omissions that were or could have been alleged in the Action, whether
12 arising under state, federal or foreign law as claims, cross-claims, counterclaims, third-party claims
13 or otherwise, in the Court or any other federal, state, or foreign court, or in any arbitration
14 proceeding, administrative agency proceeding, tribunal, or any other proceeding or forum. Further,
15 nothing in the Stipulation or this Order and Final Judgment shall apply to bar or otherwise affect
16 any claim for insurance coverage by any Defendant.

17 10. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable
18 method to allocate the Net Settlement Fund among Settlement Class Members, and Lead Counsel
19 and the Claims Administrator are directed to administer the Plan of Allocation in accordance with
20 its terms and the terms of the Stipulation.

21 11. The Court finds that all Settling Parties and their counsel have complied with all
22 requirements of Rule 11 of the Federal Rules of Civil Procedure and the Private Securities
23 Litigation Record Act of 1995 as to all proceedings herein.

24 12. Neither this Order and Final Judgment, the Stipulation (nor the Settlement contained
25 therein), nor any of its terms and provisions, nor any of the negotiations, documents or proceedings
26 connected with them:

27 (a) is or may be deemed to be, or may be used as an admission, concession, or
28 evidence of, the validity or invalidity of any Released Claims, the truth or falsity of

1 any fact alleged by Plaintiffs, the sufficiency or deficiency of any defense that has
2 been or could have been asserted in the Action, or of any wrongdoing, liability,
3 negligence or fault of the Defendants, the Released Parties, or any of them;

4 (b) is or may be deemed to be or may be used as an admission of, or evidence
5 of, any fault or misrepresentation or omission with respect to any statement or
6 written document attributed to, approved or made by any of the Defendants or
7 Released Parties in any civil, criminal or administrative proceeding in any court,
8 administrative agency or other tribunal;

9 (c) is or may be deemed to be or shall be used, offered or received against the
10 Parties, Defendants or the Released Parties, or each or any of them, as an admission,
11 concession or evidence of the validity or invalidity of the Released Claims, the
12 infirmity or strength of any claim raised in the Action, the truth or falsity of any fact
13 alleged by the Plaintiffs or the Settlement Class, or the availability or lack of
14 availability of meritorious defenses to the claims raised in the Action;

15 (d) is or may be deemed to be or shall be construed as or received in evidence
16 as an admission or concession against Defendants, or the Released Parties, or each
17 or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with
18 or without merit, that a litigation class should or should not be certified, that
19 damages recoverable in the Action would have been greater or less than the
20 Settlement Fund or that the consideration to be given pursuant to the Stipulation
21 represents an amount equal to, less than or greater than the amount which could have
22 or would have been recovered after trial.

23 13. The Released Parties may file the Stipulation and/or this Order and Final Judgment
24 in any other action that may be brought against them in order to support a defense or counterclaim
25 based on principles of res judicata, collateral estoppel, full faith and credit, release, good faith
26 settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion
27 or similar defense or counterclaim. The Settling Parties may file the Stipulation and/or this Order
28 and Final Judgment in any proceedings that may be necessary to consummate or enforce the

1 Stipulation, the Settlement, or this Order and Final Judgment.

2 14. Except as otherwise provided herein or in the Stipulation, all funds held by the
3 Escrow Agent shall be deemed to be in *custodia legis* and shall remain subject to the jurisdiction
4 of the Court until such time as the funds are distributed or returned pursuant to the Stipulation
5 and/or further order of the Court.

6 15. Without affecting the finality of this Order and Judgment in any way, this Court
7 hereby retains continuing exclusive jurisdiction over the Settling Parties and the Settlement Class
8 Members for all matters relating to the Action, including the administration, interpretation,
9 effectuation or enforcement of the Stipulation and this Order and Final Judgment, and including
10 any application for fees and expenses incurred in connection with administering and distributing
11 the Settlement proceeds to the Settlement Class Members.

12 16. Without further order of the Court, the Defendants and Class Representative may
13 agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

14 17. There is no just reason for delay in the entry of this Order and Final Judgment and
15 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal
16 Rules of Civil Procedure.

17 18. The finality of this Order and Final Judgment shall not be affected, in any manner,
18 by rulings that the Court may make on Class Counsel's application for an award of attorneys' fees
19 and expenses or an award to the Class Representative.

20 19. Class Counsel are hereby awarded _____% of the Settlement Amount in fees,
21 which the Court finds to be fair and reasonable, and \$_____ in reimbursement of
22 expenses plus interest earned on such amounts while deposited in the Settlement Fund. Defendants
23 shall have no responsibility for any allocations of attorneys' fees and expenses and shall have no
24 liability to Class Counsel or any other person in connection with the allocation of attorneys' fees
25 and expenses. Class Representatives are hereby awarded \$_____, or \$_____ each,
26 which the Court finds to be fair and reasonable.

27 20. In the event the Settlement is not consummated in accordance with the terms of the
28 Stipulation, then the Stipulation and this Order and Final Judgment (including any amendment(s))

1 thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null
2 and void, of no further force or effect, and without prejudice to any Settling Party, and may not be
3 introduced as evidence or used in any action or proceeding by any Person against the Parties or the
4 Released Parties, and each Party shall be restored to his, her, or its respective litigation positions as
5 they existed prior to November 1, 2023, pursuant to the terms of the Stipulation.

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Dated: _____, 2024

HON. GLORIA M. NAVARRO
UNITED STATES DISTRICT JUDGE