

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

AMIT FATNANI and SRINIVAS GURUZU,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A.;
KEYBANK NATIONAL
ASSOCIATION; COLUMBIA
BANKING SYSTEM, INC. AS
SUCCESSOR TO UMPQUA
HOLDINGS CORPORATION;
INTERTRUST CORPORATE AND
FUND SERVICES LLC; EVOLVE
BANK AND TRUST; and MERCURY
TECHNOLOGIES INC.,

Defendants.

Case No. 3:23-cv-00712-SI

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Agreement”), dated as of July 24, 2025, is made and entered into by and among: 1) Plaintiffs Amit Fatnani and Srinivas Guruzu, on behalf of themselves and the Settlement Class (“Plaintiffs” or “Settlement Class Representatives”); 2) Defendants KeyBank National Association (“KeyBank”), Columbia Banking System, Inc., as successor to Umpqua Holdings Corporation (“Umpqua”), JPMorgan Chase Bank, N.A. (“Chase”), and Intertrust Corporate and Fund Services LLC (“Intertrust”) (collectively, the “Settling Defendants”); and 3) James Kopecky, as court-appointed receiver for the Rose City Fund Receivership Estate, as defined herein (the “Receiver”).¹ Plaintiffs, the Settling Defendants, and the Receiver are hereinafter collectively referred to as the “Parties.”

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned to them in Section I of this Agreement.

RECITALS:

- (a) On May 15, 2023, Plaintiff Amit Fatnani filed this putative class action against the Settling Defendants and others (the “Action”) in the U.S. District Court for the District of Oregon, as representative parties for a proposed class of investors. Plaintiffs later amended their pleading to add Mr. Guruzu as a Plaintiff;
- (b) In the Action, Plaintiffs alleged that the Settling Defendants and others are liable under ORS 59.115, 59.135, and 59.137, and for allegedly aiding and abetting a breach of fiduciary duty, arising out of an alleged Ponzi scheme. The Settling Defendants deny those allegations;
- (c) The Settling Defendants and Plaintiffs participated in a mediation conducted by Robert A. Meyer, JAMS Mediation, Arbitration and ADR Services, on April 22, 2025. Following good-faith, adversarial, and arm’s-length negotiations, the Parties reached the compromises set forth in this Agreement and a supplemental agreement;
- (d) The Parties wish to settle all claims that have been brought or could have been brought against the Settling Defendants in the Action;
- (e) Plaintiffs and Settlement Class Counsel believe that the Settlement Amount is fair, adequate, and in the best interests of the Settlement Class, and that it is reasonable to pursue court approval of the Agreement based upon the terms and procedures outlined herein;
- (f) The Receiver and his counsel believe that the release provided by the Receiver in this Agreement is in the best interests of the Rose City Fund Receivership Estate;
- (g) The Settling Defendants deny that they have committed any wrongdoing or that they are liable to the class under ORS 59.115(1) or (3) or any other law and have agreed to settle the Action to avoid further costs and risks of litigation;
- (h) There has been no admission or finding of facts or liability by or against any of the Parties, and nothing herein should be construed as such; and

- (i) The Parties now desire that this Agreement permanently resolve and settle all claims that Plaintiffs and the other members of the Settlement Class and the Receiver may have against the Settling Defendants with respect to the Alleged Ponzi Scheme and the Alleged Ponzi Scheme Individuals/Entities.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Plaintiffs (individually and on behalf of the Settlement Class), the Settling Defendants, and the Receiver that, subject to the approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, other applicable court rules, and the other conditions set forth herein, the claims in the Action as between and among Plaintiffs, the Settlement Class, the Receiver, and the Settling Defendants be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

I. DEFINITIONS

1. Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

- (a) The “**Action**” is the lawsuit titled *Fatnani v. JPMorgan Chase & Co. et al.*, Case No. 3:23-cv-00712-SI, currently pending in U.S. District Court for the District of Oregon.
- (b) “**Agreement**” means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.
- (c) “**Alleged Ponzi Scheme**” means the alleged fraudulent scheme referenced in the Complaint and Amended Complaints filed in the Action.
- (d) “**Alleged Ponzi Scheme Individuals/Entities**” means any of the following individuals or entities: Sam Ikkurty a/k/a Sreenivas I Rao; Ravishankar Avadhanam; Jafia, LLC; Ikkurty Capital LLC; Rose City Income Fund I, LP; Rose City Income Fund II, LP; MySivana, LLC;

Merosa, LLC; Seneca Ventures, LLC; and any other individuals or entities that played a similar role in the Alleged Ponzi Scheme.

- (e) **“Amended Complaints”** mean the First Amended Complaint, the Second Amended Complaint, the Third Amended Complaint, and the Fourth Amended Complaint, filed in the Action.
- (f) **“Bar Order”** means the Claims Bar Order and Injunction entered by the District Court without material change to Exhibit B hereto.
- (g) **“Cash Payment”** means the amount to be paid to each Settlement Class Member who has not submitted a timely and valid Request for Exclusion as set forth in Paragraph 13 of this Agreement.
- (h) **“Complaint”** means the original putative class action complaint filed in the Action on May 15, 2023 (ECF No. 1).
- (i) **“Contribution Claim(s)”** shall mean any contribution claim arising under ORS 59.115(3), or any other claim seeking contribution, recovery, reimbursement, or indemnity, in whole or in part, for damages or other losses (including attorney fees), suffered by the person asserting the claim arising from:
 - (1) Any involvement whatsoever either by the Settling Defendant(s) or Released Party(ies) relating to the person asserting the claim arising from or in connection to the sale or solicitation of Jafia Group Securities, or arising from the aid or participation by either the Settling Defendant(s) or Released Party(ies) relating to the person asserting the claim arising from or in connection to the sale or solicitation of Jafia Group Securities;
 - (2) Any involvement whatsoever by the Settling Defendant(s) or Released Party(ies) relating to the person asserting the claim

arising from or in connection with the purchase, issuance, sale, or solicitation of any Jafia Group Securities; or

- (3) Any services the Settling Defendant(s) or Released Party(ies) performed for the Alleged Ponzi Scheme Individuals/Entities.
- (j) The “**District Court**” or the “**Court**” means the U.S. District Court for the District of Oregon.
- (k) “**Effective Date of Settlement**” or “**Effective Date**” means the date on which all of the following events have occurred: (a) the Receiver has moved for, and the court in *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.), has issued, a final order or equivalent thereto approving the Receiver’s participation in the Settlement; (b) the Court has entered the Preliminary Approval Order, Final Approval Order (including certification of the Settlement Class), Bar Order, and the Final Judgment, and (c) either: (i) the time to appeal from the Final Judgment and all orders entered in connection with the Final Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Final Judgment or any order entered in connection with the Final Judgment is taken and the Final Judgment and all orders entered in connection with the Final Judgment are not reversed in any way, the date on which the Final Judgment and all orders entered in connection with the Final Judgment are no longer subject to further direct appellate review.
- (l) “**Email Notice**” means the notice of the terms of the proposed Settlement that shall be provided to any Settlement Class Member for which the Settlement Administrator possesses that Settlement Class Member’s email address in the manner contemplated by Paragraph 12 of this Agreement.
- (m) “**Exclusion/Objection Deadline**” means the date, approximately sixty (60) days after the Settlement Administrator first disseminates Notice

pursuant to Paragraph 12 of this Agreement and as set by the Court, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Paragraphs 13 and 16 of this Agreement.

- (n) **“Final Approval Hearing”** means the hearing(s) to be held by the Court, approximately one hundred (100) days (but no earlier than ninety (90) days) after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and the Final Judgment should be entered. If there are any delays in the dissemination of Notice to the Settlement Class, the Parties agree that they will request a later date for the Final Approval Hearing before the Notice goes out, to allow the notice and claims process to proceed as planned.
- (o) **“Final Approval Order”** means the order finally approving the Settlement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted by the Settlement Class Representatives against the Settling Defendants in the Action with prejudice. The Settling Defendants will have the right to review and approve the Final Approval Motion before it is filed.
- (p) **“Final Judgment”** means a final judgment entered by the District Court in the form of Exhibit A hereto.
- (q) **“Jafia Group Securities”** means securities, including those that were in the form of equity securities, promissory notes, and limited partnership interests, relating to the Alleged Ponzi Scheme Individuals/Entities.
- (r) **“Notice”** means the “Notice of Pendency and Proposed Settlement of Class Action,” which is to be sent to the Settlement Class, subject to the approval of the District Court.

- (s) “**Objector**” means a Settlement Class Member who objects to the Settlement pursuant to and consistent with the procedures laid out in Paragraph 16 of this Agreement.
- (t) “**Order**” includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, the Bar Order, any orders relating to Settlement Class Representatives’ Service Awards or any Settlement Class Counsel Attorney Fees and Costs Award, and the Final Judgment.
- (u) “**Parties**” means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, the Receiver, and the Settling Defendants.
- (v) “**Preliminary Approval Order**” means the order finding that the Court will likely be able to approve this Agreement as fair, reasonable, and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certifying the Settlement Class for purposes of the settlement only; provisionally appointing the Settlement Class Representatives as the representatives for the Settlement Class for the purposes of settlement only; provisionally appointing Settlement Class Counsel as class counsel for the purposes of settlement only; staying further proceedings between the Parties in the Action and staying any litigation of the Released Claims by any member of the Settlement Class pending final settlement approval; authorizing the Notice and method of distributing the Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Settling Defendants will have the right to review and approve the Preliminary Approval Motion before it is filed.
- (w) “**Receiver**” means James L. Kopecky, of Kopecky Schumacher Rosenberg LLC, 120 N. LaSalle St., Suite 2000, Chicago, Illinois, 60602,

in his capacity as the Court-appointed Receiver for the Rose City Fund Receivership Estate, as appointed in the Order Appointing Receiver dated May 11, 2022 (Dkt. 18), *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.).

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

any Alleged Ponzi Scheme Individuals/Entities; (4) the Settling Defendants' and the Released Parties' provision of any banking, fund administration, or other services to any Alleged Ponzi Scheme Individuals/Entities or to or for the benefit of any purchaser or holder of any securities or financial instruments issued by any Alleged Ponzi Scheme Individuals/Entities; and/or (5) the conduct of the settlement negotiations and the negotiation of this Agreement (except for representations or obligations expressly included in this Agreement), including without limitation fraud in the inducement thereof. Released Claims include, without limitation, any and all claims arising out of or relating to the Alleged Ponzi Scheme and the Alleged Ponzi Scheme Individuals/Entities.

- (y) **“Released Parties”** means (1) the Settling Defendants, (2) the Settling Defendants' predecessors, successors, affiliates, parents, subsidiaries, divisions, assignors, and assigneds, and (3) each of the foregoing's past, present, and future officers, directors, board and board members, principals, officials, employees, subsidiaries, parents, affiliates, divisions, joint venturers, contractors, subcontractors, subrogees, offices, controlled entities and persons, predecessors, successors, assignors, assigns, transferees, heirs, executors, shareholders, owners, investors, accountants, auditors, advisors, trustees, fiduciaries, consultants, agents, representatives, attorneys, partners, associates, senior counsel, managers, and members; and (4) each of the Settling Defendants' and Released Parties' insurers, reinsurers, excess insurers, underwriters, and claims administrators. For the avoidance of doubt, the term “Released Parties” includes, but is not limited to, Intertrust Group B.V., a former defendant in the Action.

- (z) **“Releases”** means the releases and covenants not to sue granted pursuant to Paragraph 10 of this Agreement.
- (aa) **“Releasing Parties”** means the Settlement Class Representatives, all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class as set forth in Paragraph 13 of this Agreement, the Receiver, in his capacity as the Court-appointed Receiver for the Rose City Fund Receivership Estate, and on behalf of the Rose City Fund Receivership Estate, and each of the foregoing’s agents, representatives, attorneys, heirs, administrators, executors, assigns, predecessors and successors in interest, and any other person or entity claiming by, through, on behalf of, or for the benefit of any of them.
- (bb) **“Request for Exclusion”** means the process by which persons within the Settlement Class definition may exclude themselves from the Settlement Class, as contemplated in Paragraph 13 herein.
- (cc) **“Rose City Fund Receivership Estate”** means all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Alleged Ponzi Scheme Individuals/Entities, and other assets directly or indirectly owned, beneficially or otherwise, by the Alleged Ponzi Scheme Individuals/Entities, or as defined in the Order Appointing Receiver dated May 11, 2022 (Dkt. 18), *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.).
- (dd) **“Settlement”** means the full and final resolution of the Action and related claims effectuated by this Agreement.
- (ee) **“Settlement Administrator”** means Stretto (“Stretto”), mutually agreed upon by the Parties to administer the Settlement as set forth more fully in Plaintiffs’ Motion for Preliminary Approval of the Settlement, subject to the approval of the District Court.

- (ff) **“Settlement Amount”** means \$3,750,000 in United States Dollars. The Settlement Amount will be non-recapture, and there will be no reversion of the Settlement Amount to the Settling Defendants, i.e. it is not a claims-made settlement.
- (gg) **“Settlement Class”** means all individuals and entities that invested in the Alleged Ponzi Scheme and/or contributed funds to the Alleged Ponzi Scheme Individuals/Entities. Excluded from the Settlement Class are Defendants, any entities in which Defendants have a controlling interest, Sam Ikkurty, Ravi Avadhanam, and any Judge to whom this action is assigned and any member of such Judge’s staff and immediate family.
- (hh) **“Settlement Class Counsel”** means the law firms of OlsenDaines; Peiffer Wolf, Carr Kane Conway & Wise, LLP; Silver Law Group; JurisLaw LLP; the Law Office of Peter M. Spett; and the Law Office of Kelly D. Jones.
- (ii) **“Settlement Class Member”** means any person who is within the Settlement Class definition and who has not submitted a timely and valid Request for Exclusion pursuant to Paragraph 13 herein.
- (jj) **“Settlement Class Representatives”** and **“Plaintiffs”** mean Plaintiffs Amit Fatnani and Srinivas Guruzu.
- (kk) **“Settling Defendants”** means KeyBank National Association (“KeyBank”), Columbia Banking System, Inc., as Successor to Umpqua Holdings Corporation (“Umpqua”), JPMorgan Chase Bank, N.A. (“Chase”), and Intertrust Corporate and Fund Services LLC (“Intertrust”).
- (ll) **“Settlement Fund”** means the Rose City Fund Receivership Estate, a Qualified Settlement Fund, that has been established for the benefit of investors in Rose City Income Fund I, Rose City Income Fund II, Seneca Ventures, LLC, and/or any of their affiliates under the supervision of the

U.S. District Court for the Northern District of Illinois in *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.), and thereafter ultimately distributed to Class Members pursuant to the plan of allocation approved by that court. For the avoidance of doubt, the Settlement Fund is a Qualified Settlement Fund for which Settling Defendants will be “transferors” within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Receiver will be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(l)(2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

(mm) “**Settlement Website**” means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Paragraph 12 of this Agreement, and includes webpages or other information available via the website maintained by the Receiver in connection with his administration of the Rose City Fund Receivership Estate, <https://rosecityfundreceivership.com>.

II. SETTLEMENT ADMINISTRATION

2. **Settlement Administrator.** The Settlement Administrator shall administer various aspects of the Settlement as described in the Agreement.

3. **Duties of Settlement Administrator.** The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include but are not limited to:

- (a) Serving notice as required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, within ten (10) days after the filing of the motion for Preliminary Approval;
- (b) Securely maintaining all data provided to the Settlement Administrator in connection with this Settlement;
- (c) Providing Notice to Settlement Class Members as set forth in this Agreement or as otherwise directed by the Court;
- (d) Establishing and maintaining the Settlement Website, which shall bear a Uniform Resource Locator (“URL”) that is subject to the Parties’ approval, as a means for Settlement Class Members to obtain Notice and information about the Settlement;
- (e) Responding to inquiries related to the Action and Settlement from Settlement Class Members;
- (f) Processing and determining the validity of any Requests for Exclusion by Settlement Class Members;
- (g) Providing, within 70 days after the Settlement Administrator first disseminates notice, a final report to Settlement Class Counsel and the Settling Defendants’ Counsel that summarizes the number of Requests for Exclusion received from Settlement Class Members during that period, the total number of Requests for Exclusion received to date, the names and addresses of all Settlement Class Members who made a Request for Exclusion, and any other pertinent information requested by Settlement Class Counsel or the Settling Defendants’ Counsel;
- (h) In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the Notice (including CAFA) and settlement administration provisions of this Agreement, and

identifying any persons in the Settlement Class who submitted timely and valid Requests for Exclusion;

- (i) Paying out of the Settlement Fund any invoices, expenses, taxes, fees, and other costs contemplated by this Agreement or required by law; and
- (j) Performing any other settlement administration-related functions reasonably necessary to effectuate efficiently this Agreement, with the consent of both Settlement Class Counsel and the Settling Defendants' Counsel, or as approved or ordered by the Court.

4. **Confidentiality.** The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided in this Agreement, by Court order, or by written agreement of the Parties.

5. **Cooperation.** The Settling Defendants, Receiver, and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification of the Settlement Fund as a Qualified Settlement Fund, including the relation-back election within the meaning of Treasury Regulation § 1.468B-1(j).

6. **Payment of Notice and Settlement Administration Costs.** All notice and settlement administration costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid from the Settlement Fund, and shall not increase the Settling Defendants' monetary obligations under this Agreement.

III. SETTLEMENT TERMS

7. **Certification of the Settlement Class.**

- (a) Solely for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that the Court may (i) certify the Settlement Class in accordance with the definition contained in Paragraph 1(gg) of this Agreement; (ii) appoint Amit Fatnani and Srinivas Guruzu as Settlement Class Representatives to represent the Settlement Class; and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and Agreement.
- (b) It is expressly recognized and agreed that this Agreement as to the certification of the Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of or beyond enforcing the terms of this Agreement. By entering this Agreement, the Settling Defendants do not waive their rights to challenge or contest the maintenance of any lawsuit against them as a class action or to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement, and Intertrust does not waive its right to challenge whether the Court has personal jurisdiction over Intertrust.
- (c) If the Effective Date of the Settlement does not occur for any reason, certification of the Settlement Class and any Settlement Class Representatives appointment shall be deemed void and vacated; any preliminary or final order certifying a class for settlement purposes only shall be deemed void and vacated; nothing related to the Settlement or negotiations shall be admissible in connection with a contested class certification motion, or otherwise, and each Party shall retain all of his or

its respective rights as they existed prior to execution of this Agreement, including as to any unresolved motions to dismiss or future motions to dismiss.

8. Settlement Consideration.

- (a) In consideration for the complete and final settlement of the Action, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions herein, the Settling Defendants agree to pay the Settlement Amount of three million seven hundred fifty thousand dollars (\$3,750,000) into the Settlement Fund, to be paid as follows: (i) Intertrust agrees to pay seven hundred fifty thousand dollars (\$750,000) into the Settlement Fund; (ii) KeyBank agrees to pay one million dollars (\$1,000,000) into the Settlement Fund; (iii) Chase agrees to pay one million dollars (\$1,000,000) in the Settlement Fund; and (iv) Umpqua agrees to pay one million dollars (\$1,000,000) into the Settlement Fund. In no event shall the Settling Defendants be required to pay any additional sums beyond their respective shares of the Settlement Amount pursuant to this Agreement. Any payments to Settlement Class Members, any costs of notice or administration of the Settlement, any award of attorney fees, costs, expenses, or service awards made by the Court, and any other costs or expenses relating to this Settlement shall be paid (if approved by the Court) out of the Settlement Fund and shall not add to the Settling Defendants' payment obligations under this Agreement.
- (b) Within thirty (30) days after the Effective Date, the Settling Defendants shall transfer by wire into the Settlement Fund the Settlement Amount, and Plaintiffs shall provide, or cause the Receiver to provide, secure wire

transfer instructions and a Form W-9. The Settlement Amount will be paid by the Settling Defendants on a non-reversionary basis.

9. **Attorney Fees and Costs.**

- (a) Settlement Class Counsel may file a motion with the Court requesting an award of attorney fees, costs, and/or a service award. Any such motion must be filed approximately 30 days after the Settlement Administrator first distributes Notice to the Settlement Class, or as otherwise provided by the Court in its Preliminary Approval Order. Any such award shall be paid out of the Settlement Fund and shall not increase the Settling Defendants' payment obligations under this Agreement.
- (b) The Settlement shall not be conditioned on Court approval of any motion for an award of attorney fees, costs, or service award. If the Court denies any motion for attorney fees, costs, or service award, or if the Court awards less than the amount sought in such a motion, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties provided they are approved by the Court.
- (c) Settlement Class Counsel shall have the sole and absolute discretion to allocate attorney fees and costs among themselves. The Settling Defendants shall have no liability or other responsibility for allocation of any attorney fees, costs, or service fees awarded in connection with this Settlement.

10. **Releases and Waivers of Rights.**

- (a) **Release by Releasing Parties.** Upon the Effective Date, and in addition to the preclusive effect of the dismissal with prejudice of the claims against the Settling Defendants that will occur upon approval of this Settlement, the Releasing Parties shall be deemed to have released and forever discharged the Released Parties from any and all Released Claims.

- (b) **Additional Releases and Representations by Settlement Class Representatives.** The Settlement Class Representatives further agree to generally release the Released Parties from any claims arising out of or in any way relating to any acts or omissions by the Released Parties that occurred up to and including the date of the execution of this Agreement.
- (c) **Additional Representations by Settlement Class Counsel.** Settlement Class Counsel certify that, as of the date of the execution of this Agreement, they (i) do not currently represent any client besides the Settlement Class Representatives with claims against the Settling Defendants or Released Parties related to the Released Claims; (ii) are not aware of any other individual or entity with active claims against or intending to assert against the Settling Defendants or Released Parties related to the Released Claims; (iii) are not presently soliciting any client to assert any claims against the Settling Defendants or Released Parties related to the Released Claims; and (iv) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement.
- (d) **Additional Representations by the Receiver.** Upon execution of the Agreement, the Receiver agrees to promptly seek court approval in *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.), of the Receiver's participation in the Settlement.
- (e) **Waiver of Rights.** The Settlement Class Representatives, each Settlement Class Member, and the Receiver fully understand that, except as otherwise set forth herein, the facts upon which this Agreement are executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, the Receiver, the Receiver's Counsel, the Settling Defendants, and the Settling Defendants' Counsel to be true, and

expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

- (f) As to the Released Claims only, upon entry of the Final Approval Order and accompanying Bar Order and Final Judgment, the Settlement Class Representatives, each Settlement Class Member, and the Receiver expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any provisions similar to that provision, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY,” as well as any and all provisions, rights, and benefits of any similar, comparable, or equivalent state, federal, foreign, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or it knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representatives, each Settlement Class Member, and the Receiver hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or noncontingent Released Claims as of the date of distribution of Notice, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement

Class Representatives and the Receiver acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order, the Bar Order, and the Final Judgment to have acknowledged that the waivers in this Paragraph 10 were separately bargained for and are a material element of this Agreement.

- (g) The scope of the Releases and Waivers in this Paragraph 10 is a material term of this Settlement and Agreement.

IV. CLASS SETTLEMENT PROCEDURES

11. **Preliminary Approval.** By July 25, 2025, or within seven days of the execution of this Agreement, whichever is later, Settlement Class Representatives and Settlement Class Counsel shall file with the Court a motion asking the Court to find that the Court will likely be able to approve this Agreement as fair, reasonable, and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certify the Settlement Class for purposes of the Settlement; provisionally appoint the Settlement Class Representatives as the representative for the Settlement Class; provisionally appoint Settlement Class Counsel as counsel for the Settlement Class; stay further proceedings between the Parties in the Action and any litigation of the Released Claims by any member of the Settlement Class; set the date and time of the Final Approval Hearing; and enter the Preliminary Approval Order. The motion for Preliminary Approval Order must refer to the Bar Order as one of the Settlement terms. For purposes of Settlement only, Settling Defendants will not oppose the certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(2), 23(b)(3), or 23(e) or entry of the Preliminary Approval Order. Entry of the Preliminary Approval Order is a material term of this Agreement.

12. **Settlement Class Notice.** Subject to Court approval, the Parties agree that as soon as practicable the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

- (a) Establishing a Settlement Website, which shall contain (i) a Notice in both downloadable PDF format and HTML format; (ii) a Contact Information page that includes the address and contact information for the Settlement Administrator, and addresses and telephone numbers for Settlement Class Counsel; (iii) a copy of the Agreement; and (iv) the signed Preliminary Approval Order, Settlement Class Counsel's motion for attorney fees, costs, and service award (after it is filed, if any), and other appropriate documents and/or information about the Settlement as agreed to by the Parties or as ordered by the Court. The Settlement Website shall not include any advertising, and shall not bear or include Settling Defendants' or Released Parties' logos or trademarks. The Settlement Website shall be operational by no later than the day before the first day the Settlement Administrator sends Notice to any Settlement Class Member, and the Settlement Administrator shall maintain the Settlement Website until one year after the Effective Date or such later date as agreed to by the Parties.
- (b) No later than ten (10) days following the Court's entry of a Preliminary Approval Order, sending the Email Notice in substantially the same form to any Settlement Class Member for which the Settlement Administrator possesses that Settlement Class Member's email address and sending a printed copy of the Email Notice to those Settlement Class Members for whom email addresses are not available.
- (c) Establishing and maintaining a process through which Settlement Class Members may request a printed copy of the Notice, which the Settlement Administrator shall provide by first class mail.
- (d) Providing notice as may be required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715.

- (e) Court approval of the Notice program substantially as set forth in this Paragraph 12 is a material term of this Agreement. Approximately fifteen (15) days before the Final Approval Hearing, Settlement Class Counsel shall file a declaration confirming that Notice has been implemented in accordance with this Agreement (including the CAFA notice) and providing a final list of persons who submitted timely and valid Requests for Exclusion.

13. **Requests for Exclusion.** The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Exclusion/Objection Deadline, i.e. approximately sixty (60) days after the Settlement Administrator first disseminates Notice, as set by the Court. To be effective, the Request for Exclusion must include (a) the Settlement Class Member's full name and contact information (telephone number, email, and/or mailing address); (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) an unequivocal reference by name of the Action, i.e. "*Fatnani, et al. v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid Request for Exclusion, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. Any person in the Settlement Class who submits a timely and valid Request for Exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel's motion for attorney fees, costs, and service award. If a Settlement Class Member submits both a timely and valid Request for Exclusion and an objection, the

Settlement Class Member shall be treated as if he, she, or it had only submitted a Request for Exclusion. The Settlement Administrator shall provide copies of all timely and valid Requests for Exclusion to Settlement Class Counsel and Settling Defendants' Counsel. A list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Paragraph 13 shall be attached to the Final Approval Order or otherwise recorded by the Court.

14. **Challenging Requests for Exclusion.** The Settling Defendants or Settlement Class Counsel may dispute any Request for Exclusion, including any attempt to request exclusion for a group or class, within thirty (30) days of the postmarking of the Request for Exclusion, or by the date of the Final Approval Hearing, whichever occurs later. Unless and until the dispute is overruled by the Court or withdrawn, disputed Requests for Exclusion shall not be considered validly executed.

15. **Right to Terminate or Withdraw Based on Opt-Outs**

- (a) The Settling Defendants shall each have the option to withdraw from the Settlement, or, should all Settling Defendants decide to withdraw, to terminate the Settlement in the event valid exclusions from the Settlement Class exceed a specified threshold at its or their own discretion (which shall not be subject to any challenge by Settlement Class Counsel, the Settlement Class Representatives, or any other Settlement Class Member). The specified threshold and the details of these options are contained in the Confidential Supplemental Agreement between and among the Parties, which shall not be filed with the District Court unless the District Court so orders, and which shall not be disclosed to Settlement Class Members other than the Plaintiffs. The contents of the Confidential Supplemental Agreement may be disclosed to the District Court if so requested by the District Court or if a dispute arises among the Parties concerning the Confidential Supplemental Agreement's interpretation or application. The

Parties will keep the terms of the Confidential Supplemental Agreement confidential, subject to any exceptions set out therein and unless compelled to disclose them by the District Court.

- (b) In the event valid exclusions from the Settlement Class exceed the specific threshold, not later than fourteen (14) days after receipt of the complete and final list of all known Settlement Class Members that have excluded themselves from the Settlement Class, each Settling Defendant shall notify Settlement Class Counsel whether the Settling Defendant elects to withdraw from the Settlement (“Settling Defendants’ Notice of Withdrawal”).
- (c) In the event that fewer than all of the Settling Defendants withdraw from the Settlement Agreement, the Parties agree that the Settlement Agreement will not be terminated, but instead will be amended within fourteen (14) calendar days of the Settling Defendants’ Notice of Withdrawal as provided herein. In that circumstance, Plaintiffs and the Remaining Settling Defendants shall proceed with the Settlement pursuant to an Amended Settlement Agreement that (1) eliminates the Withdrawing Defendants as parties to the Settlement Agreement, (2) adjusts the Settlement Amount to reduce it by the amount apportioned to the Withdrawing Defendants, and (3) further amends the Settlement Agreement to remove from its terms any rights or obligations of the Withdrawing Defendants thereunder, including any releases or claims bars in favor of the Withdrawing Defendants or dismissal of claims against the Withdrawing Defendants, while (4) in all other material respects maintaining the provisions and the intent of the original Settlement Agreement as between the Plaintiffs and the Remaining Settling Defendants.

- (d) In such event, within five (5) calendar days after executing the Amended Settlement Agreement, Plaintiffs shall file an Amended Motion for Preliminary Approval with the District Court, along with appropriate amended supporting papers, such as an amended Notice to the Settlement Class. Each Settling Defendant agrees that it will not object to the District Court's approval of any Amended Settlement Agreement that complies with the terms of this provision in the event that it withdraws from the Settlement Agreement.

16. **Objections.** The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement and/or to Settlement Class Counsel's motion for attorney fees, costs, or service awards, only by complying with the objection provisions set forth in this Paragraph 16 of this Agreement. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall have voluntarily waived their right to pursue any independent remedy against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, i.e. approximately sixty (60) days after the Notice is first mailed, as set by the Court. To be effective, an objection must (a) include an unequivocal reference to the case name and number of the Action, i.e. "*Fatnani v. JPMorgan Chase & Co., et al.*, Case No. 3:23-cv-00712"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature or the signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented or counseled in any degree by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing,

either personally or through counsel. To the extent any Settlement Class Member objects to the proposed Settlement and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Bar Order and Final Judgment. Any Settlement Class Member who does not timely submit an objection in accordance with this Paragraph shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to Settlement Class Counsel's motion for attorney fees, costs, and service award.

17. Distribution of Cash Payments.

- (a) Within forty-five (45) days after the Effective Date, the Settlement Administrator or the Receiver shall deduct from the Settlement Fund any notice and settlement administration costs and pay any fee or service awards ordered by the Court and then, from the funds remaining in the Settlement Fund, make Cash Payments to Settlement Class Members who have not submitted timely and valid Requests for Exclusion as follows:
 - (1) Each Settlement Class Member who has not submitted a timely and valid Request for Exclusion shall receive their respective share of the remaining Settlement Fund in accordance with the distribution plan approved by the federal district court overseeing the Rose City Fund Receivership Estate, *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.).
 - (2) By default, Cash Payments shall be paid by check.
 - (3) Checks mailed to Settlement Class Members who have not submitted timely and valid Requests for Exclusion shall be valid for one hundred eighty (180) days after issuance.
 - (4) The Receiver, directly or through its administrator, will make reasonable efforts to make contact with and/or locate the proper address for any intended recipient of a Cash Payment whose check

is returned by the Postal Service as undeliverable, and will re-mail it to the updated address so long as the updated address is obtained before the expiration of the 180-day period. If a settlement check is not cashed within the 180-day period, the Settlement Class Member shall not be entitled to any further payment under the Settlement. The amount of any settlement checks that are not cashed during this 180-day period shall be reported by the Receiver, directly or through its administrator, as unclaimed property. In no event shall any uncashed amounts after distribution revert to the Settling Defendants.

- (5) No deductions for taxes will be taken from any Cash Payment at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Cash Payments. Under no circumstance shall the Settling Defendants, Receiver, or Released Parties be held liable for any tax payments with respect to the Cash Payments. All Cash Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor the Settling Defendants' Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.
- (6) No party shall have the right to terminate this Agreement based solely upon what method of distribution, as discussed in this Paragraph, is or is not ultimately approved by the Court.

18. **Finality.** The Settlement shall become final and effective on the Effective Date.

V. FINAL JUDGMENT AND RELEASES

19. **Actions to Obtain Approval of this Agreement.** The Parties agree to use their best efforts to obtain approval of the Settlement and entry of the Orders contemplated herein, including without limitation certification of the Settlement Class and the entry of the Preliminary and Final Approval Orders and the Bar Order, and shall do nothing inconsistent therewith.

20. **Final Approval Order, Bar Order, and Final Judgment.** The Settlement is expressly conditioned on entry of a Final Approval Order approving the terms and conditions of this Agreement, Bar Order, and Final Judgment thereon. Approximately thirty (30) days after the Settlement Administrator first distributes Notice to the Settlement Class, or as otherwise provided by the Court in the Preliminary Approval Order, Plaintiffs and Settlement Class Counsel shall submit to the Court a motion for entry of a Final Approval Order. Together with or as part of the Motion for Final Approval, Settlement Class Counsel and the Settling Defendants will file a joint motion for a Bar Order that enjoins all future claims, including Contribution Claims, against any of the Settling Defendants and Released Parties arising out of or related to the claims or allegations asserted by Plaintiffs or any other type of claim for which the injury claimed is the actual or threatened liability to Plaintiffs and/or the Settlement Class, in the form set forth in Exhibit B to this Agreement. The Settlement is expressly conditioned upon the Court entering a Bar Order that is acceptable to the Settling Defendants. If the Court does not approve an injunction (in a form acceptable to the Settling Defendants) barring Contribution Claims against the Settling Defendants and Released Parties, including by any other defendant in the Action, then this Agreement will become voidable at the sole option of, and in the sole discretion of, the Settling Defendants or any of them, without liability to any Party. No party shall have the right to terminate this Agreement based solely upon what contribution credit or method of contribution credit should be allowed to any enjoined or barred party as determined by the Court. In any proceeding to determine the credit to be provided to any enjoined or barred party, Plaintiffs will not ever contend that the Settling Defendants are not solvent. Plaintiffs will not

argue for any particular contribution credit or method of contribution credit based on the Settling Defendants' ability to pay or financial condition or make any other argument based on the Settling Defendants' ability to pay or financial condition. In any event, the Settling Defendants shall not be obligated or required to produce financial information under any circumstances.

21. **Effect of Agreement if Settlement Is Not Approved.** This Agreement is entered into only for the purpose of Settlement. In the event that certification of the Settlement Class, preliminary or final approval of the Settlement, the Bar Order, or any other order necessary to effectuate this Settlement is denied, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in Paragraph 10 herein, or to impose greater or lesser financial or other burdens on the Settling Defendants or Released Parties than those contemplated in this Settlement, then this Settlement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this Settlement and any settlement communications as evidence in the Action and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately before the execution of this Agreement, and the Action will resume without prejudice to any party. In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of any settlement class will not be urged or considered as a factor in any subsequent litigation over the certification of a litigation class or classes, and that no Claims have been released.

22. **Dismissal.** Upon entry of the Final Approval Order and accompanying Bar Order and Final Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all claims by the Settlement Class Representatives and Settlement Class Members against the Settling Defendants or Released Parties in the Complaint and Amended Complaints shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

VI. ADDITIONAL PROVISIONS

23. **No Admission of Liability or Wrongdoing.** This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including the Settling Defendants or Released Parties, and shall not be offered or received in evidence or requested in discovery in this Action or any other litigation or proceeding as evidence of an admission or concession. The Settling Defendants have denied and continue to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Action. The Settling Defendants have asserted and continue to assert defenses thereto, and the Settling Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Complaint and Amended Complaints.

24. **Termination.** This Settlement may be terminated by either Plaintiffs or the Settling Defendants by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) days (or such longer time as may be agreed between Settlement Class Counsel and the Settling Defendants) after any of the following occurrences: (i) the Court rejects, materially modifies, or materially amends or changes the Settlement; (ii) the Court declines to enter without material change the material terms in the proposed Preliminary Approval Order, the Final Approval Order, Bar Order, and/or Final Judgment; (iii) an appellate court reverses the Final Approval Order, Bar Order, and/or Final Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or (iv) the Effective Date does not occur.

25. **No Press Releases or Publicity.** The Parties and Settlement Class Counsel agree not to make any statements, written or oral, that defame, disparage, or in any way criticize the personal or business reputation or conduct of the other Party, including affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control

with any of them, concerning this lawsuit or the claims released herein. Neither Plaintiffs nor Settlement Class Counsel shall issue media releases, hold media conference(s), and/or otherwise communicate with the media regarding the fact or terms of this settlement.

26. **Confidentiality.** Plaintiffs and Settlement Class Counsel will keep the terms of this Agreement confidential to the fullest extent possible consistent with the need for judicial approval of the settlement and notice to the class. The Settling Defendants will be permitted to make any disclosures that they deem appropriate, including but not limited to attorneys, auditors, financial advisors, employees, board members, accountants, tax advisors, insurers, regulators, and public securities regulators. For the avoidance of doubt, the Parties may disclose to the Court the existence of the agreement set forth herein, and nothing in this Agreement shall prohibit any Party from providing accurate information to any court or governmental entity, to any person or organization in response to legal process, or as otherwise required by law. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement.

27. **Settlement Not Conditioned on Other Settlements.** The Settlement shall not be conditioned on Plaintiffs' and/or the Settlement Class's settlement with other defendants in the Action or on Court approval of any settlement between Plaintiffs and/or the Settlement Class and other defendants in the Action. If the Court denies any motion for preliminary or final approval of any settlement between Plaintiffs and/or the Settlement Class and other defendants in the Action, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties provided they are approved by the Court.

28. **Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Parties' claims and defenses in the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

29. **Stay and Bar of Other Proceedings.** Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or

defenses against each other otherwise available to them in the Action. No Settlement Class Member, either directly, on a representative basis, or in any other capacity, may commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

30. **Authorization.** Each person executing this Agreement on behalf of any Party hereto represents and warrants that such person has the authority to do so. Any person executing this Agreement on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties that such person is duly authorized by such corporation to execute this Agreement.

31. **Real Parties in Interest.** In executing this Agreement, Plaintiffs, on behalf of themselves and the Settlement Class, represent and warrant that, as far as they are aware, Settlement Class Members are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, they are unaware of said claims or any part thereof having been assigned, granted, or transferred in any way to any other person, firm, or entity.

32. **Voluntary Agreement.** This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

33. **Binding On Successors.** This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

34. **Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

35. **Construction and Interpretation.** The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

36. **Continuing Jurisdiction.** The Parties to this Agreement stipulate that the Court shall retain continuing and exclusive jurisdiction over the implementation and enforcement of this Agreement.

37. **Merger and Integration.** This Agreement (including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement) constitutes the exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements between the Parties. This Agreement is entered without reliance on any promise or representation, written or oral, between or among the Parties or their counsel other than those expressly contained herein.

38. **Modifications and Amendments.** This Agreement may not be amended except by a writing signed by the Parties or a duly authorized representative of each of the Parties hereto and, where required, approval of the Court.

39. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with federal law and the laws of the state of Oregon without regard to any conflicts of laws principles.

40. **Headings.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

41. **Exhibits.** Exhibits to this Agreement constitute material and integral parts of this Agreement and are incorporated by reference herein.

42. **Effect of Weekends and Holidays.** If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

43. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things

reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

44. **Execution Date.** This Agreement shall be deemed executed on the last date of execution by all of the undersigned.


45. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

DATED this 24th day of July, 2025.

IN WITNESS WHEREOF, each of the signatories below has read and understood this Agreement, has executed it, and represents that he, she, or it is authorized to execute the Agreement on behalf of any Party or Parties he, she, or it represents, that Party or Parties having agreed to be bound by the terms and enter into this Agreement.

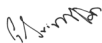
Agreed to by:

PLAINTIFF



Amit Fatnani
For himself and as Settlement Class Representative

PLAINTIFF




Srinivas Guruzu
For himself and as Settlement Class Representative

CLASS COUNSEL



Dan Centner

CLASS COUNSEL



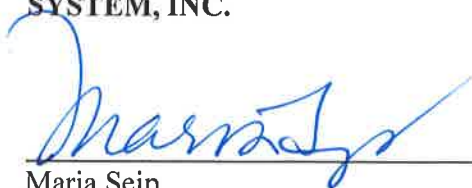
Scott L. Silver

CLASS COUNSEL



Michael Fuller

**DEFENDANT COLUMBIA BANKING
SYSTEM, INC.**



Maria Seip
*Capacity: Senior Vice President and Deputy
General Counsel*

**COUNSEL FOR COLUMBIA BANKING
SYSTEM, INC.**



Keith Ketterling

**DEFENDANT INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

**DEFENDANT INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

Venkataraghavan Srinivasan
Capacity: Authorised Signatory

Jayaram Ea
Capacity: Authorised Signatory

**COUNSEL FOR INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

Michael Rinaldi

**DEFENDANT JPMORGAN CHASE
BANK, N.A.**

**COUNSEL FOR JPMORGAN CHASE
BANK, N.A.**

[Name]
Capacity:

Paul Ferak

**DEFENDANT COLUMBIA BANKING
SYSTEM, INC.**

**COUNSEL FOR COLUMBIA BANKING
SYSTEM, INC.**

Maria Seip
*Capacity: Senior Vice President and Deputy
General Counsel*

Keith Ketterling

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CORPORATE AND FUND SERVICES
LLC**

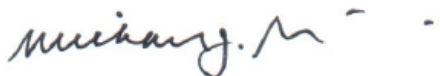
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**COUNSEL FOR JPMORGAN CHASE
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**COUNSEL FOR JPMORGAN CHASE
BANK, N.A.**



David T. Ballard
Capacity: Executive Director

Paul Ferak

**DEFENDANT COLUMBIA BANKING
SYSTEM, INC.**

**COUNSEL FOR COLUMBIA BANKING
SYSTEM, INC.**

Maria Seip
*Capacity: Senior Vice President and Deputy
General Counsel*

Keith Ketterling

**DEFENDANT INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

**DEFENDANT INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

Venkataraghavan Srinivasan
Capacity: Authorised Signatory

Jayaram Ea
Capacity: Authorised Signatory

**COUNSEL FOR INTERTRUST
CORPORATE AND FUND SERVICES
LLC**

Michael Rinaldi

**DEFENDANT JPMORGAN CHASE
BANK, N.A.**

**COUNSEL FOR JPMORGAN CHASE
BANK, N.A.**

David T. Ballard
Capacity: Executive Director



Paul Ferak

**DEFENDANT KEYBANK NATIONAL
ASSOCIATION**



Kevin J. Sloan

Capacity: Executive Vice President

**COUNSEL FOR KEYBANK NATIONAL
ASSOCIATION**



Brian Lamb

**RECEIVER FOR THE ROSE CITY
FUND RECEIVERSHIP ESTATE**

James Kopecky

**DEFENDANT KEYBANK NATIONAL
ASSOCIATION**

**COUNSEL FOR KEYBANK NATIONAL
ASSOCIATION**

Kevin J. Sloan

Capacity: Executive Vice President

Brian Lamb

**RECEIVER FOR THE ROSE CITY
FUND RECEIVERSHIP ESTATE**



Jim Kopecky

James Kopecky

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

AMIT FATNANI and SRINIVAS GURUZU,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A;
KEYBANK NATIONAL
ASSOCIATION; COLUMBIA
BANKING SYSTEM, INC. AS
SUCCESSOR TO UMPQUA
HOLDINGS CORPORATION;
INTERTRUST CORPORATE AND
FUND SERVICES LLC; EVOLVE
BANK AND TRUST; and MERCURY
TECHNOLOGIES INC.,

Defendants.

Case No. 3:23-cv-00712-SI

**[PROPOSED] FINAL JUDGMENT OF
DISMISSAL OF KEYBANK
NATIONAL ASSOCIATION,
COLUMBIA BANKING SYSTEM, INC.
AS SUCCESSOR TO UMPQUA
HOLDINGS CORPORATION,
JPMORGAN CHASE BANK, N.A., AND
INTERTRUST CORPORATE AND
FUND SERVICES LLC**

THIS MATTER came before the Court on a series of motions to determine, among other things, that this action against Defendants KeyBank National Association (“KeyBank”), Columbia Banking System, Inc. as Successor to Umpqua Holdings Corporation (“Umpqua”), JPMorgan Chase Bank, N.A. (“Chase”), and Intertrust Corporate and Fund Services LLC (“Intertrust”) (collectively, the “Settling Defendants”)¹ should be maintained as a settlement class action and to seek final Court approval of the settlement of the Class’s claims against KeyBank, Umpqua, Chase, and Intertrust, and for entry of a judgment of dismissal of KeyBank, Umpqua, Chase, and Intertrust.

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Settlement Agreement.

The settlement resulted from mediation with the Settling Defendants. On ___, 2025, Plaintiffs filed motions to approve notice of the proposed settlement, notice of the hearing on the final approval of the proposed settlement, and notice of the Class proposed to be certified for purposes of settlement, to appoint Class Counsel, and to appoint the claims administrator. The Court allowed the motions by orders dated ___, 2025. On ___, 2025, Plaintiffs filed motions to determine that the action should be certified for purposes of settlement, to approve the proposed settlement, and to approve the plan of distribution. The Court allowed the motions by an order dated ___, 2025.

On ___, 2025, the parties filed a Motion for a Claims Bar Order and Injunction regarding future contribution and indemnity claims. The Court allowed the motion and, on ___, 2025, entered the Claims Bar Order and Injunction.

On ___, 2025, Class Counsel filed a statement of attorney fees seeking an award of attorney fees and nontaxable costs in the amount of \$___. ___ objections were filed to any of these motions or statements. The Court awarded attorney fees and nontaxable costs by an order dated ___, 2025.

The Court being apprised of the premises, it is

ADJUDGED as follows:

1. Jurisdiction. This Court has jurisdiction to enter this Final Judgment. The Court has subject matter jurisdiction of this action against KeyBank, Umpqua, Chase, and Intertrust, and other defendants, as determined in the Court's Order dated ___, and personal jurisdiction over plaintiffs, members of the Class, KeyBank, Umpqua, Chase, and, for purposes of settlement approval and entry of this Final Judgment and Claims Bar Order and Injunction, Intertrust.

2. No Just Reason for Delay. This Final Judgment of Dismissal decides all requests for relief regarding KeyBank, Umpqua, Chase, and Intertrust. The Court expressly determines that there is no just reason for delay in entering this Final Judgment and directs the

Page 2 – **[PROPOSED] FINAL JUDGMENT OF DISMISSAL OF KEYBANK NATIONAL ASSOCIATION, COLUMBIA BANKING SYSTEM, , INC. AS SUCCESSOR TO UMPQUA HOLDINGS CORPORATION, JPMORGAN CHASE BANK, N.A., AND INTERTRUST CORPORATE AND FUND SERVICES LLC**

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.
209 S.W. OAK STREET, SUITE 500
PORTLAND, OREGON 97204
TEL (503) 227-1600 FAX (503) 227-6840

Exhibit A
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Clerk of the Court to enter this Final Judgment pursuant to Fed. R. Civ. P. 54(b).

3. Class Definition. In addition to binding Plaintiffs, this Final Judgment binds all members of the Class, which, for purposes of this Final Judgment, the Court has defined as follows: all individuals and entities that invested in the Alleged Ponzi Scheme and/or contributed funds to any Alleged Ponzi Scheme Individuals/Entities. Excluded from the Class are Defendants, any entities in which Defendants have a controlling interest, Sam Ikkurty, Ravi Avadhanam, and any Judge to whom this action is assigned and any member of such Judge's staff and immediate family.

4. [No] Exclusions from Class Following Notice. After the Court determined by order to approve notice of the proposed settlement and notice of the Class proposed to be certified for purposes of settlement, the Court ordered the notice required by Fed. R. Civ. P. 23(c)(2)(B) and (e)(1) and particularly apprising putative Class members of their opportunity to request and their right to be excluded from the Class pursuant to Fed. R. Civ. P. 23(c)(2)(B)(v). Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. [No putative member of the Class requested to be excluded from the Class.] [The following persons requested to be excluded from the Class: ____]

5. Hearing Prior to Order Approving Settlement. On ____, 2025, the Court held a hearing on the Order Approving Settlement. A notice of this hearing substantially in the form approved by the Court was mailed to all persons and entities reasonably identifiable who are members of the Class as defined in Paragraph 1(gg) of the Settlement Agreement, except to those persons and entities excluded from the definition of the Class in Paragraph 1(gg) of the Settlement Agreement. A full and fair opportunity was accorded to Plaintiffs and all other

members of the Class to be heard with respect to the settlement, including this Final Judgment. It is therefore hereby adjudged that Plaintiffs, all members of the Class, KeyBank, Umpqua, Intertrust, and Chase are bound by this Final Judgment.

6. Order Approving Settlement. On ___, 2025, the Court entered the Order Approving Settlement which approved the Settlement Agreement reached between plaintiffs and the Settling Defendants. In that Order, the Court, after a hearing, found that the settlement is fair, reasonable, and adequate after considering each of the factors listed in Fed. R. Civ. P. 23(e)(2). This Final Judgment incorporates the Order Approving Settlement.

7. Order Approving Plan of Distribution. On ___, 2025, the Court entered the Order Approving the Plan of Distribution. This Final Judgment incorporates this Order Approving the Plan of Distribution.

8. Order of Award of Attorney Fees and Other Expenses. On ___, 2025, the Court entered an Award of Attorney Fees and Nontaxable Costs to Class Counsel. Based upon the common fund doctrine, Class Counsel are awarded attorney fees of \$___ and other expenses in the amount of \$___, all to be paid first out of the Settlement Fund as provided in the plan of distribution ordered by the Court. This attorney fee award from the Settlement Fund is not intended to be a money award against a party. This Final Judgment incorporates the award of Attorney Fees and Nontaxable Costs.

9. Performance of Terms of the Settlement Agreement. To the extent they have not already done so, the Settling Defendants, Plaintiffs, and members of the Class are hereby directed to perform the terms of the Settlement Agreement. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

10. Dismissal with Prejudice of Claims and Other Relief. All the claims and other requested relief in this action against KeyBank, Umpqua, Chase, and Intertrust are hereby

dismissed on the merits and with prejudice as to the Plaintiffs and members of the Class, and without an award of costs or attorney fees, except as provided in this Final Judgment. The Settling Defendants, Plaintiffs, and members of the Class are all to bear their own costs and attorney fees, except as otherwise provided in this Final Judgment. For purposes of this Final Judgment, “KeyBank,” “Umpqua,” “Chase,” and “Intertrust” broadly include their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, and their respective past, present, and future officers, directors, members, employees, agents, representatives, attorneys, partners, shareholders, principals, associates, senior counsel, insurers, underwriters, and claims administrators.

11. Release of Claims.

a. Upon the Effective Date provided in the Settlement Agreement, the Plaintiffs, all Class members, the Receiver, in his capacity as the Court-appointed Receiver for the Rose City Fund Receivership Estate, and on behalf of the Rose City Fund Receivership Estate, and each of the foregoing’s agents, representatives, attorneys, heirs, administrators, executors, assigns, predecessors and successors in interest, and any other person or entity claiming by, through, on behalf of, or for the benefit of any of them releases and forever discharges KeyBank, Umpqua, Chase, and Intertrust from any and all Released Claims.

b. For purposes of this Final Judgment:

i. **“Alleged Ponzi Scheme”** means the alleged fraudulent scheme referenced in the Complaint and Amended Complaints filed in the above-caption action.

ii. **“Alleged Ponzi Scheme Individuals/Entities”** means any of the following individuals or entities: Sam Ikkurty a/k/a Sreenivas I Rao; Ravishankar Avadhanam; Jafia, LLC; Ikkurty Capital LLC; Rose City Income Fund I, LP;

Rose City Income Fund II, LP; MySivana, LLC; Merosa, LLC; Seneca Ventures, LLC; and any other individuals or entities that played a similar role in the Alleged Ponzi Scheme.

iii. **“Receiver”** means James L. Kopecky, of Kopecky Schumacher Rosenberg LLC 120 N. LaSalle St., Suite 2000, Chicago, Illinois 60602, in his capacity as the Court-appointed Receiver for the Rose City Fund Receivership Estate, as appointed in the Order Appointing Receiver dated May 11, 2022 (Dkt. 18), *CFTC v. Ikkurty et al.*, Case: 1:22-cv-02465 (N.D. Ill.).

iv. **“Released Claims”** means, to the fullest extent that the law permits their release, all past, present, and future claims of any nature whatsoever in any way relating to the above-captioned action, including without limitation all claims, suits, actions, allegations, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), liabilities, causes of action, complaints, lawsuits, responsibilities, demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorney fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, and obligations of any kind, known or unknown, foreseen or unforeseen, whether or not concealed or hidden, asserted or unasserted, existing or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by, or on behalf of, for the benefit of, or in the name of the Class members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common, or foreign law, that now exist or have ever existed from the beginning of time until the date of the Settlement Agreement that are based upon, arise out of, or are related in any way to: (1) the conduct, transactions, or

occurrences set forth in any pleading in the above-captioned action; (2) the above-captioned action; (3) the purchase, issuance, sale, or solicitation of the sale of any securities or financial instruments (including, without limitation, promissory notes, equity offerings, limited partnership interests, membership interests, and limited liability company interests) issued by any Alleged Ponzi Scheme Individuals/Entities; (4) the Settling Defendants' and the Released Parties' provision of any banking, fund administration, or other services to any Alleged Ponzi Scheme Individuals/Entities or to or for the benefit of any purchaser or holder of any securities or financial instruments issued by any Alleged Ponzi Scheme Individuals/Entities; and/or (5) the conduct of the settlement negotiations and the negotiation of the Settlement Agreement (except for representations or obligations expressly included in the Settlement Agreement), including without limitation fraud in the inducement thereof. Released Claims include, without limitation, any and all claims arising out of or relating to the Alleged Ponzi Scheme and/or Alleged Ponzi Scheme Individuals/Entities.

c. For purposes of this Release of Claims, "KeyBank," "Umpqua," "Chase," and "Intertrust" broadly includes their predecessors, successors, affiliates, parents, subsidiaries, divisions, assignors, and assigneds, each of the foregoing's past, present, and future officers, directors, board and board members, principals, officials, employees, subsidiaries, parents, affiliates, divisions, joint venturers, contractors, subcontractors, subrogees, offices, controlled entities and persons, predecessors, successors, assignors, assigns, transferees, heirs, executors, shareholders, owners, investors, accountants, auditors, advisors, trustees, fiduciaries, consultants, agents, representatives, attorneys, partners, associates, senior counsel, managers, and members; and each of the Settling Defendants' and insurers, reinsurers, excess insurers, underwriters, and claims

administrators. For the avoidance of doubt, the term “Intertrust” includes, but is not limited to, Intertrust Group B.V., a former defendant in the above-captioned action.

12. Claims Bar Order and Injunction. On ___, the Court entered the Claims Bar Order and Injunction. The Court hereby bars and enjoins all claims for contribution and indemnity (or similar claims) asserted by or against KeyBank, Umpqua, Chase, and Intertrust as provided in the Claims Bar Order and Injunction. In the Claims Bar Order and Injunction, the Court states the reasons why it issued the claims bar and injunction, states the terms of the claims bar and injunction specifically, and describes in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required. Fed. R. Civ. P. 65(d). This Final Judgment incorporates the Claims Bar Order and Injunction, and a copy is attached to this Final Judgment as Appendix A.

13. Reduction of Subsequent Claims. After the date of this Final Judgment, if a plaintiff or a Class member commences or maintains a claim against a future defendant, which, if asserted against KeyBank, Umpqua, Chase, or Intertrust, would be covered by the Release of Claims (paragraph 11, above), the plaintiff or Class member shall reduce, on a dollar-for-dollar basis, his or her claim by the amount he or she receives pursuant to the plan of distribution made from the Settlement Fund.

14. Rule 11. The Court finds that during the course of the action, the plaintiffs, Class members, KeyBank, Umpqua, Chase, and Intertrust, and their respective counsel at all times complied with the requirements of Fed. R. Civ. P. 11.

15. No Admission. The fact and terms of the Settlement Agreement, this Final Judgment, and all negotiations, discussions, drafts, and proceedings in connection with the settlement, and any act performed or other document signed in connection with the settlement:

- a. shall not be offered by anyone or received against KeyBank, Umpqua, Chase, or Intertrust as evidence of, or construed as, or deemed to be evidence of, any

presumption, concession, or admission by KeyBank, Umpqua, Chase, or Intertrust with respect to the truth of any fact alleged in the action, or the validity, or lack thereof, of any claim, or the deficiency of any defense that was or could have been asserted in this action, or in any litigation, in this or any other court, administrative agency, arbitration forum, or other tribunal, or of any liability, negligence, fault, or wrongdoing of KeyBank, Umpqua, Chase, or Intertrust;

b. shall not be offered by anyone or received against KeyBank, Umpqua, Chase, or Intertrust as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by KeyBank, Umpqua, Chase, or Intertrust, or against any of the members of the Class or KeyBank, Umpqua, Chase, or Intertrust as evidence of any infirmity in the claims or defenses that have been or could have been asserted in this action;

c. shall not be offered by anyone or received against KeyBank, Umpqua, Chase, or Intertrust as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against KeyBank, Umpqua, Chase, or Intertrust in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement; provided, however, that KeyBank, Umpqua, Chase, and Intertrust may refer to and rely on any part or aspect of the Settlement Agreement to effectuate the protection from litigation and liability granted them under the Settlement Agreement, including this Final Judgment;

d. shall not be construed against plaintiffs or the members of the Class as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

e. shall not be construed as or received in evidence as an admission, concession, or presumption against plaintiffs or any members of the Class that any of their claims are without merit or that damages recoverable under their operative complaint would not have exceeded the Settlement Amount.

16. Reliance on Final Judgment by KeyBank, Umpqua, Chase, and Intertrust.

KeyBank, Umpqua, Chase, and Intertrust may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them in order to support a claim for contempt of court for violation of injunction and/or in order to support any defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. KeyBank's, Umpqua's, Chase's, and Intertrust's Limited Role.

KeyBank, Umpqua, Chase, and Intertrust did not have a role in providing notice to the Class or have responsibility for administering the settlement or a role in or responsibility for reviewing or challenging the claims submitted, and KeyBank, Umpqua, Chase, and Intertrust shall have no liability whatsoever in connection with the administration of the settlement to any person or entity including, but not limited to, plaintiffs, members of the Class, Class Counsel, the Claims Administrator, any person excluded from the Class by Paragraph 13 of the Settlement Agreement, or counsel for any such excluded person. Without limiting the foregoing, KeyBank, Umpqua, Chase, and Intertrust shall not be liable to any person with regard to any disclosure to or by the Claims Administrator of personal or potentially private account information, including without limitation the names, addresses, and account transaction data for individual members of the Class, the accuracy of such information, or the identity of members of the Class.

18. Settlement Account. All funds held in the Settlement Account shall be deemed and considered to be *in custodia legis* of the District Court and shall remain subject to the exclusive jurisdiction of the District Court, until such time as such funds shall be distributed.

19. If Settlement Not Effective. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, or in the event that the Settlement Fund, or any portion thereof, is returned to KeyBank, Umpqua, Chase, or Intertrust or to any of its insurers who paid such Settlement Amount on behalf of KeyBank, Umpqua, Chase, and Intertrust, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and shall be vacated to the extent provided by the Settlement Agreement and, in such event:

a. all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and

b. the fact of the settlement shall not be admissible in any trial of the action, or in any other proceeding, consistent with paragraph 15, above.

20. Continuing Jurisdiction. Without affecting the finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over:

a. implementation and enforcement of the settlement;

b. the allowance, disallowance, or adjustment of any plaintiff's or any Class member's claim on equitable grounds and any award or distribution of the Settlement Fund;

c. any award of attorney fees and costs out of the Settlement Fund to the Claims Administrator, and if appropriate, to the attorneys;

d. disposition of the Settlement Fund;

e. enforcing and administering this Final Judgment, including the injunctions

contained in it;

f. enforcing and administering the Settlement Agreement, including any releases and bar orders executed in connection with it; and

g. other matters related or ancillary to the foregoing.

DATED this ____ day of ____, 2025.

United States District Judge

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

AMIT FATNANI and SRINIVAS GURUZU,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A.;
KEYBANK NATIONAL
ASSOCIATION; COLUMBIA
BANKING SYSTEM, INC. AS
SUCCESSOR TO UMPQUA
HOLDINGS CORPORATION;
INTERTRUST CORPORATE AND
FUND SERVICES LLC; EVOLVE
BANK AND TRUST; and MERCURY
TECHNOLOGIES INC.,

Defendants.

Case No. 3:23-cv-00712-SI

**CLAIMS BAR ORDER AND
INJUNCTION**

This matter came before the Court for a hearing on [date] on the parties' motion for a claims bar order and injunction. The Court considered the motion, supporting authorities, memoranda, declarations, and pleadings on file, and also heard arguments from counsel in support of this motion. Based on the record before the Court, the Court makes the following findings and conclusions:

1. This is an action in which Plaintiffs allege that defendants, including KeyBank National Association ("KeyBank"), Columbia Banking System, Inc. as Successor to Umpqua Holdings Corporation ("Umpqua"), JPMorgan Chase Bank, N.A. ("Chase"), and Intertrust Corporate and Fund Services LLC ("Intertrust") (collectively, the "Settling Defendants") are liable under ORS 59.115, 59.135, and 59.137 and for allegedly aiding and abetting a breach of fiduciary duty arising out of an alleged Ponzi scheme, and pursuant to Plaintiffs' allegations in

the Third Amended Complaint and Fourth Amended Complaint (attached as Appendix A and B).

2. Plaintiffs and Settling Defendants have entered into a settlement to resolve and settle all claims Plaintiffs may have against Settling Defendants in this action.

3. As part of that settlement, the parties moved for entry of a claims bar order and injunction on [date].

In light of the foregoing, the parties' motion for claims bar order and injunction is hereby GRANTED, and it is hereby ORDERED as follows:

The Court *bars and permanently enjoins* all future claims for contribution, indemnity, and any similar claims that may be asserted in any proceeding by any person or entity against KeyBank, Umpqua, Chase, and Intertrust, including their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, and their respective past, present, and future officers, directors, members, employees, agents, representatives, attorneys, partners, shareholders, principals, associates, senior counsel, insurers, underwriters, and claims administrators, where such claim arises from or relates to the conduct, transactions, or occurrences asserted in the Third Amended Complaint or Fourth Amended Complaint (Appendix A and B). This injunction applies only to claims having the essential characteristics of contribution or indemnity, i.e. the claim arises from the claimant's own liability or potential liability to plaintiffs and the claim is intended to allocate or distribute such liability or related harm.

1. Nothing in the injunction shall be construed to limit rights to indemnity created by contract or under a policy of insurance.

2. This Claims Bar Order and Injunction shall be incorporated by reference into the final judgment with respect to KeyBank, Umpqua, Chase, and Intertrust entered by the Court in this case.

DATED this ____ day of ___, 2025.

United States District Judge

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