

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 8th day of July, 2024 (“Execution Date”) by Steven Labriola (“Labriola ”), on the one hand, and Eraldo Aguiar, Alvaro Barros, Anthony Cellucci, Maria Garcia, Veronica Martinez, Jesus Alberto Matienzo, and Francisco Olivares (together, the “TelexFree Class Plaintiffs”), on the other hand (Labriola and the TelexFree Plaintiffs are collectively referred to as “Parties” or, individually, each a “Party”).

PREAMBLE

WHEREAS, each paragraph in the Preamble is a material term;

WHEREAS, the TelexFree Class Plaintiffs are currently prosecuting the above-entitled actions (herein, “MDL 2566 Action(s),” “Action(s)” or “TelexFree Litigation”) individually and as putative class representatives on behalf a class of victims of the TelexFree pyramid scheme (the “Pyramid Scheme”) against, among others, Steven Labriola;

WHEREAS, the TelexFree Class Plaintiffs allege that they suffered ascertainable economic injury as a result of Labriola’s assistance and participation in the unlawful TelexFree Pyramid Scheme and including its related money laundering in violation of statutory and common law, as referenced in TelexFree Class Plaintiffs’ MDL 2566 Consolidated Amended Class Action Complaints (the “Complaints”) and the attachments to this Settlement Agreement;

WHEREAS, Steven Labriola served as TelexFree’s international marketing manager from the fall of 2012 until mid-April 2014;

WHEREAS, Steven Labriola facilitated communication between TelexFree agents and TelexFree corporate;

WHEREAS, the Labriola's full, truthful, complete, and ongoing cooperation, as described below, until the last TelexFree related Final Judgement with no further appeal has been entered is a material term;

WHEREAS, the Parties wish to settle and should Labriola not provide full, truthful, complete, and ongoing cooperation until the last TelexFree related Final Judgement with no further appeal has been entered, this agreement shall be null and void nunc pro tunc;

WHEREAS, Plaintiffs obtained Labriola's computer hard drive from his counsel via Plaintiffs' vendor, Iron Oak Discovery during the fall of 2023 and (a) 185.74 gigabytes of data from Labriola's computer were retrieved; (b) Plaintiffs' counsel engaged data project managers and e-discovery specialists to properly extract and process the information obtained from Labriola's computer; and (c) Plaintiffs' counsels next further refined the data through the use of analytics and artificial intelligence to narrow the scope of data for Plaintiffs' counsel to review.

WHEREAS, the laptop that was eventually returned to Mr. Labriola by the Department of Justice removed Mr. Labriola's access to his email and other programs and materials previously available on the laptop, and at the request of Plaintiff's Counsel, Mr. Labriola undertook efforts to retrieve any data available and eventually did and as of the date of this Settlement Agreement Plaintiffs' counsel has thus far been able to review 3/4 of the documents Labriola was able to retrieve from his computer and has therefore been unable to completely question Labriola as to the evidence and facts referenced.

WHEREAS, Steven Labriola has now produced all electronic files he possesses relating to TelexFree's operational systems, has produced his laptop and has no cell phones used during the term of his employment at Telexfree in his possession, custody or control;

WHEREAS, Labriola agrees to provide the ongoing cooperation to Plaintiffs' counsels as reasonably necessary until the last TelexFree related Final Judgement with no further appeal has been entered including, but not limited to, providing answers and facts as are referenced with the documents from his electronic devices/cloud storage, otherwise provide answers to questions and facts posed to him by Plaintiffs' counsels; and provide assistance with authenticating documents or admitting them into evidence;

WHEREAS, Steven Labriola has unequivocally represented that, other than fees for services performed from 2012 through 2014, he directly and indirectly has not received, has not secreted, is not entitled to and has no claim to funds, benefit or value that is attributable to TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Steven Labriola, individually and on behalf of all entities and persons with whom he shares a beneficial interest, has unequivocally represented that he and they have not secreted any funds derived from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Steven Labriola individually and on behalf of all entities and persons with whom he shares a beneficial interest, has unequivocally represented that he and they have no knowledge whatsoever of the location of funds derived from TelexFree's unlawful pyramid scheme or related business operations that were secreted by others – other than that which has been seized by governmental authorities or the TelexFree Bankruptcy Trustee and if his or their memories are refreshed he will immediately notify Plaintiffs' Lead

Counsel Robert J. Bonsignore;

WHEREAS, each representation by Steven Labriola and on behalf of all persons and entities with whom he shares a beneficial interest, are material terms of this Settlement;

WHEREAS, Steven Labriola, individually and on behalf of all persons and entities with whom he shares a beneficial interest, has unequivocally represented that he and they have no insurance available to cover the TelexFree Class Plaintiffs' claims and that neither he or they individually, through umbrella or other insurance of any type have insurance policies. This representation is a material term of the Settlement between the parties.

WHEREAS, if Labriola individually and on behalf of all persons and entities with whom he shares a beneficial interest, is found at some future date to have told an untruth or to otherwise have directly or indirectly received or be entitled to non-disclosed substantial income or benefit from TelexFree's unlawful pyramid scheme or related business operations, this agreement shall be null and void nunc pro tunc. If an insurance policy is later discovered to cover the claims released, Labriola shall make claim and assign his rights to that policy to the MDL 2566 Plaintiffs.

WHEREAS, Steven Labriola individually and on behalf of all persons and entities with whom he shares a beneficial interest, will provide TelexFree Class Plaintiffs with a full and complete disclosure of his assets and financials together with an affirmation under oath that they are true, accurate and complete as represented prior to the Preliminary Approval Hearing;

WHEREAS, the parties agree that the list of assets and financials provided by Steven Labriola individually, and on behalf of all persons and entities with whom he shares a beneficial interest, will be relied upon as truthful and complete representations and, that

the truthfulness and the completeness of the financials remain material to this Settlement Agreement;

WHEREAS, Steven Labriola is released on the condition that if he does not cooperate as defined herein, or if he is found to have directly or indirectly secreted assets in his name or in the name of another, this release shall be subject to revocation and the action against him shall be reinstated nunc pro tunc;

WHEREAS, the failure of Steven Labriola or a Labriola affiliated person or entity to provide Full Cooperation as provided herein at all times shall be grounds for the Plaintiffs to seek to terminate the Settlement Agreement pursuant to the protocol described in Paragraph 13;

WHEREAS, Labriola swears to always tell the truth and to cooperate as provided herein and that both are terms material to this release;

WHEREAS, arm's-length settlement negotiations have taken place between Class Settlement Counsel (as defined below) and counsel for Labriola over an extended period of time and this Agreement has been reached as a result of those negotiations;

WHEREAS, TelexFree Class Plaintiffs have requested all information and documents related to the subject matter of the MDL 2566 Litigation and Labriola has provided, prior to the execution of this agreement, all related information he possess or has control over relating to the conduct referred to in MDL 2566 through cooperative interviews and truthful testimony and will also provide documents, to the extent they have not already been produced, without any hold back or claim of privilege, and will continue to cooperate on an ongoing basis as required by the needs of the litigation ("Full Cooperation" is also defined below);

WHEREAS, TelexFree Class Plaintiffs have concluded that resolving the claims against Labriola according to the terms set forth herein is in the best interests of putative class of TelexFree Plaintiffs and that this agreement supersedes and subsumes all prior agreements;

WHEREAS, TelexFree Class Plaintiffs have investigated the facts and the law regarding the conduct alleged in the Actions and have concluded that resolving the claims against Labriola is in the best interests of TelexFree Plaintiffs Settlement Class because the value of the Full Cooperation (“Full Cooperation”) that Labriola has agreed to provide pursuant to this Agreement exceeds the risk of further litigation and is otherwise fair, adequate, and serves the best interests of the Putative Class;

WHEREAS, TelexFree Class Plaintiffs have requested all information and documents related to the subject matter of the MDL 2566 Litigation and Labriola has provided, prior to the execution of this agreement, all related information he possesses or has control over relating to the conduct referred to in MDL 2566 through cooperative interviews and truthful testimony and will also provide documents, to the extent they have not already been produced, without any hold back or claim of privilege, and will continue to cooperate on an ongoing basis as required by the reasonable needs of the litigation (“Full Cooperation” is also defined below);

WHEREAS, Labriola, specifically and without admitting any liability, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Labriola and Releases him with respect to the TelexFree

Pyramid Scheme based on the allegations in the Actions, as more particularly set out below;

WHEREAS, the Full Cooperation that Labriola has agreed to provide to TelexFree Class Plaintiffs, if allowed by the Court, will aid the TelexFree Class Plaintiffs, by reducing the substantial burden and expense and aid in the ongoing prosecution of the Actions; and

WHEREAS, because of potential joint and several liability, the Action will continue against Defendants that are not Releasees (as defined below) and this Agreement with Labriola will not impair TelexFree Class Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Actions.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Actions be settled, compromised, and dismissed with prejudice as to the Releasees, and except as hereinafter provided, without costs as to the TelexFree Class Plaintiffs, the Settlement Class, or Labriola, subject to the approval of the Court, on the following terms and conditions:

AGREEMENT

A. Definitions.

1. "Cooperation" and "Full Cooperation" refer to the provisions set forth in Paragraphs 11-31 and to the material representations made relating to Labriola's financials.

2. "Defendant(s)," for purposes of this Settlement Agreement, includes, but is not limited to, all Defendants named in each Consolidated Amended Complaint; all those entities and persons connected or related to TelexFree's unlawful Pyramid Scheme as

identified in good faith by Labriola or contained in his business records or personnel files; and the persons and entities identified in Attachments A and B.

3. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include all foreign and English translations in Labriola’s custody, possession or control as well as those appearing in another language.

4. “Releasees” shall refer jointly and severally, individually and collectively to Labriola, all persons and entities with whom he shares a beneficial interest, insurers, and reinsurers. The term Releasees does not include any Defendant in the MDL 2566 related Actions other than Labriola.

5. “Releasers” shall refer jointly and severally, individually, and collectively to the TelexFree Class Plaintiffs and the Members of the Settlement Class, as well as their past, present, and future employees, officers, directors, corporators, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, fiduciaries, partners, partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, members, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, consultants, brokers, dealers, lenders, attorneys, representatives, accountants, insurers, co-insurers, reinsurers, associates, and their related parties.

6. “Settlement Class” is defined as “all persons worldwide who submit to the

jurisdiction of this Court who purchased TelexFree AdCentral or AdCentral Family packages and suffered a Net Loss during the period from January 1, 2012 to April 16, 2014. A “Net Loss” is defined as placing more funds into TelexFree than the total funds withdrawn from TelexFree.

7. “Settlement Class Counsel” shall refer to Interim Lead Counsel, Plaintiffs’ Counsel, and members of Plaintiffs’ Interim Executive Committee, and the following Class Counsel:

Robert J. Bonsignore, Esq. Melanie Porter, Esq.
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Interim MDL 2566 Lead Counsel

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Telephone: 617-666-2600
Email: rdardeno@dardeno.com

8. “Member” means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

9. “TelexFree” for purposes of this Settlement Agreement includes all TelexFree entities, agents, and affiliated entities and persons, including, but not limited to, James Merrill; Carlos Wanzeler; Katia Wanzeler; Livia Wanzeler; Ana Poala, Andrea Moriera, Danielle Goes, Above & Beyond the Limit, LLC; Above and Beyond the Limit, LLC; Acceris Realty Estate, LLC; Botafogo de Futebol e Regatas; Brazilian Help, Inc.; Bright Lite Future, LLC; Cleaner Image USA, LLC; Common Cents Communications Inc.; CNW Realty State, LLC; TelexFree, Inc.; Eagleview Realty Estate, LLC; Forever Diamond Realty, LLC; Graham Bell Tele, LLC; K&C Cleaning, Inc.; JC Real Estate Investment Company, LLC; JC Real Estate Management Company, LLC; KC Realty State, LLC; Sun Wind Energy Group, LLLP; Sunwind Energy Solutions, LLLP; TelexFree Canada; TelexFree Dominican Republic; TelexFree Dominicana SRL; TelexFree Financial, Inc.; TelexFree, LLC; TelexElectric, LLLP; TelexFree Jamaica International, Inc.; TelexFree International, LLC; TelexFree, Ltd.; TelexMobile Holdings,

Inc.; P.L.I. TelexFree Rwanda, Ltd.; TelexFree LLC DBA TelexFree of Miami; TelexFree UK; Ympactus Comercial Ltda and those otherwise as identified in good faith by you as contained in your business records. and those otherwise as identified in good faith by the TelexFree Plaintiffs or Labriola or as contained in Labriola's business records or personnel files.

B. Agreement to Cooperate.

11. As promptly as possible the TelexFree Class Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement. The Motion shall include the proposed form of an order preliminarily approving this Agreement, and proposed form of the electronic notice. Absent waiver, no less than five (5) business days before filing, TelexFree Class Plaintiffs will provide a draft of the Motion to Labriola for approval consistent with the terms of this Settlement Agreement, which shall not be unreasonably withheld.

12. "Cooperation Materials" means:

(a) to provide: (i) any and all information relating to TelexFree and the conduct referred to in or related to MDL 2566 as reasonably necessary including that referenced in the introduction to the Settlement Agreement; (ii) sworn affidavit(s) relating to TelexFree and the conduct referred to in or related to MDL 2566; (iii) such follow up granular affidavits as reasonably necessary as the litigation progresses that will address the remaining, dismissed or targeted new defendants or issues including TelexFree's unlawful pyramid scheme or related business including businesses and persons that did business with them; (iv)

ongoing interviews and cooperation as required by the reasonable needs of the litigation; (v) an authorization to retrieve phone or electronic storage data; (vi) all relevant Telexfree documents or other material or information possessed by or under the control of Labriola without a claim of privilege; and to (vii) work with Plaintiffs' counsel as reasonably necessary to authenticate one or more documents for admission at trial, settlement or otherwise in pursuit of the best interests of the TelexFree victims; (viii) otherwise work with Plaintiffs' counsel as reasonably necessary including but not limited to appearing and testifying at trial, provided that any such appearance shall be coordinated in a manner to avoid unnecessary duplication, burden and expense;

(b) The full cooperation of Labriola must be provided as reasonably needed during the litigation and a failure by Steven Labriola to fully cooperate shall constitute a material breach of the terms of this settlement agreement as to Steven Labriola and trigger the provisions of Paragraph 13; and

(c) After the Settlement Agreement is approved by the court, Plaintiffs will assume responsibility for all reasonable travel costs associated with Labriola's cooperation; and

(d) If third parties file claims against Labriola, Plaintiffs will allow Labriola access to material provided by that party during discovery within ninety (90) days of such claims being filed.

13. The prompt, timely and full provision of Full Cooperation and the Cooperation Materials are material terms to this Agreement. If the Plaintiffs take the position that Labriola is not cooperating as required under the terms of this Agreement

(including but not limited to the withholding of any non-privileged materials, witnesses or information that is required to be provided by Labriola under this Agreement), the Plaintiffs shall provide Labriola with notice of the non-cooperation and a reasonable period to cure of no less than fifteen (15) days. If Labriola fails to cure within fifteen (15) days, or to commit that the cure will be complete within thirty (30) days from the date of the notice of non-cooperation notice, the Plaintiffs shall be entitled to request that the Court make a determination whether or not that Labriola has failed to adhere to the terms of this Agreement. Upon a finding by the Court that Labriola has failed to adhere to a material term of the Settlement Agreement after the aforementioned proper notice and an opportunity to cure, the Plaintiffs shall have the right to request that the Court terminate this Settlement Agreement as to Labriola and authorize Plaintiffs to proceed to pursue the full extent of damages against Labriola nunc pro tunc.

14. Full Cooperation is used in accordance with its common meaning and usage and includes, but is not limited to, complying with each obligation described herein in its entirety and providing all records, documents and information and known facts, written or otherwise, that are required to be provided by Labriola under this Agreement.

15. The timely provision of full, complete, accurate and truthful information, evidence, and responses are material terms and conditions.

16. Full Cooperation includes the prompt, timely and full production of relevant documents.

17. Relevant Documents shall include all English translations, to the extent they exist. To the extent that electronic documents exist, Labriola shall cooperate with Plaintiffs' efforts to extract the data including metadata from his electronic devices. The

Plaintiffs' shall carry the related costs of extracting the data. Labriola has made an electronic device containing Relevant Documents available to Plaintiffs and their Vendor, who have extracted the data, and has no other electronic devices in his possession containing Relevant Documents.

18. Labriola has agreed to complete, and has represented that he has completed, document dumps of all files related to Labriola's relationship with TelexFree from inception to date and continuing that are required to be provided by them under this Agreement. These transmittals shall not waive Labriola's attorney-client privilege with regard to counsel in the MDL 2566 Action(s).

19. Labriola shall provide Full Cooperation with TelexFree Class Plaintiffs in discovery in the TelexFree Litigation as follows:

(a) Except as already provided to TelexFree Class Plaintiffs or Plaintiffs' counsel, Labriola will produce within ten (10) days of the execution of this Settlement Agreement all Documents as set forth herein in his possession, custody or control that were created or that otherwise came into his possession as of the date of inception relating to the allegations and claims in the TelexFree Litigation which include documents relating to the persons and entities identified in Attachments A and B.

(b) The Documents shall include, but not be limited to, all such Documents that Labriola has produced to the Chapter 11 Trustee for TelexFree or in response to any subpoena issued by any governmental or investigatory agency related to TelexFree's unlawful pyramid Scheme or related business including

businesses that did business with them, provided such documents are in his possession, custody or control. Additionally, except as already provided to TelexFree Class Plaintiffs or Plaintiffs' counsel, Labriola will produce within ten (10) days of the execution of this Settlement Agreement all Documents as set forth herein in his respective possession, custody or control that were created or that otherwise came into his possession as of January 1, 2010 through to this date, all exchanges with any and all Defendants including their counsel or persons not named but otherwise involved in TelexFree's unlawful pyramid scheme or related business including businesses that did business with them but not named. To the extent that the formal discovery may involve confidential information concerning customers of Labriola, Labriola may move for an appropriate protective order before providing the formal discovery. The formal discovery will be scheduled for a mutually agreeable time and location, prior to preliminary court approval.

(c) Labriola submits as part of this Settlement Agreement that the documents he produced, were business records and (i) each record was made and kept in the course of regularly conducted business activity; (ii) each record is one that is routinely made and kept in the course of business, in the business's usual practice; (iii) each record was made at or near the time of the event that it records; and (iv) each record was made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

(d) Labriola's Cooperation obligations shall include, but are not limited

to, the following:

(e) Steven Labriola will make himself available for formal or informal interviews;

(f) Labriola will also provide, upon request, a comprehensive affidavit(s) to TelexFree Class Plaintiffs' counsel, concerning his knowledge, if any, regarding the interaction of persons and entities as relates to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them including but not limited to the persons and entities identified in Attachments A, B and C.

(g) Failure to cooperate hereunder prior to the hearing on Final Approval of the Settlement Agreement will constitute the basis for Plaintiffs to request that the Court terminate this Settlement Agreement against Labriola.

(h) The discovery of untruthfulness by Labriola will constitute a valid basis upon which counsel for Plaintiffs shall have a right to request that the Court terminate this Settlement Agreement against Labriola nunc pro tunc.

(i) In the event that the Court enters an Order terminating the Settlement Agreement as to Labriola prior to Preliminary Approval, this Settlement Agreement shall be deemed null and void as to Labriola nunc pro tunc.

(j) Following execution of the Settlement Agreement and court approval of the Protective Order, Labriola will continue to provide informal discovery concerning any involvement of any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations and claims referenced in the

TelexFree Litigation to counsel for the Plaintiffs and Labriola agrees as a material term to this Settlement Agreement to provide the ongoing cooperation to Plaintiffs' counsels as reasonably necessary until the last TelexFree related Final Judgement with no further appeal has been entered including, but not limited to, providing answers and facts as are referenced with the documents from his electronic devices/cloud storage, otherwise provide answers to questions and facts posed to him by Plaintiffs' counsels; provide assistance with authenticating documents or admitting them into evidence .

(k) To the extent that the informal discovery may involve confidential information concerning customers of Labriola, all such information may be sealed or coded to protect the interests of those customers.

20. Cooperation interviews may be conducted by ZOOM meeting or some other such provider at the convenience of Mr. Labriola and Plaintiffs' counsel.

21. TelexFree Class Plaintiffs' Counsel and Labriola agree to amend the terms of the MDL 2566 Protective Order found at Docket #855 as follows

(a) Prior to disclosure to the Court, other parties in the TelexFree Litigation, or anyone else other than Plaintiffs' attorneys or experts employed by TelexFree Class Plaintiffs' Counsel or Labriola, Plaintiffs' counsel shall identify to Labriola all documents produced or provided by Labriola that they intend to file in Court or to disclose to anyone other than the persons allowed access by the Protective Order.

(b) Labriola shall then have a reasonable period of five (5) business days

to identify protected personal, confidential and/or privileged information that must be redacted or removed by TelexFree Class Plaintiffs from the documents before the contents of the documents can be used in any way in the TelexFree Litigation or in any other way or that may be filed but only under seal. This requirement shall not relieve Plaintiffs of their own obligation to redact SSNs, protected personal information and full credit card numbers before producing or filing the same.

(c) Pursuant to the above procedure, in the event that the relevant Parties are unable to reach agreement on a document or witness related matter, Labriola shall file a Motion for a Protective Order within ten (10) business days of Plaintiffs' notifying that Labriola wishes to make use of a document or witness to which Labriola objects. The parties shall simultaneously request that the Court refer this dispute to a Magistrate Judge or JAMS for resolution that will certainly be resolved within twenty (20) days of the filing of the Motion for Protective Order.

(d) TelexFree Class Plaintiffs shall comply with the terms of such a Protective Order in filing any documents received from Labriola in the ongoing TelexFree Litigation and in discovery therein.

(e) Any documents previously produced by Labriola to Plaintiffs in connection with this Settlement Agreement or the negotiation of the settlement described herein shall be treated as "Confidential" pursuant to such a Protective Order.

22. At the request of TelexFree Class Plaintiffs' Counsel, Labriola will provide and sign affidavits, upon personal knowledge, regarding Cooperation Materials and other informal or formal discovery responses, in connection with motion practice by Plaintiffs'

counsel. It is understood that he will testify as to his best current recollection.

23. As Plaintiffs' counsel deems it necessary to have Labriola authenticate one or more documents for admission at trial, they shall identify those documents to Labriola or his counsel if he has one, and Labriola shall support the admission of the identified documents. It is understood that he testify as to his best current recollection.

24. Labriola agrees to appear at trial. It is understood that he will testify as to his best current recollection.

25. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication, burden and expense is avoided. Labriola has not entered into any Joint Defense Agreement in this matter. All exchanges relating to the execution of this Settlement Agreement including proffers and meetings between counsel for the Parties were expressly carried out as such and are entitled to the protections of FRE 408. Neither party shall disclose the contents of those discussions, proffers, and exchanges of documents with any person or entity for any reason ever. The Settlement Class Counsel will be provided with correspondence from and to all non-Labriola Defendants relating to the TelexFree Litigation, excepting therefrom any such correspondence subject to a joint defense privilege, and be invited to participate in any and all communications of whatever nature including informal attorney proffers, witness interviews, and depositions provided by Labriola to any non-Labriola Defendant as related to the subject matter of the Litigation and TelexFree's Pyramid Scheme and money laundering. Should an impromptu communication take place it is the affirmative obligation of Labriola to immediately terminate it and provide a full disclosure to Plaintiffs' Counsel. Failure of any term within the Agreement shall be considered a material breach.

26. From and after the date of this Settlement Agreement, Labriola will provide notice to, and a copy of, any correspondence, interview notice, deposition notice, or subpoena issued by another Defendant and all formal or informal written communication(s) relating to the TelexFree Litigation they receive from another Defendant, provided such communication has not already been served on Plaintiffs' counsel. The notice and such copies shall be promptly provided upon receipt (to the extent Labriola is aware of such deposition notice or subpoena upon receipt of same). Labriola will provide notice to Plaintiffs' Lead counsel, or his designee, of any oral communication together with a summary of same within 48 hours.

27. Any statements made by Labriola or his counsel in connection with and/or as part of this settlement shall be governed by Federal Rule of Evidence 408.

28. The obligation of Labriola to provide Cooperation includes providing ongoing assistance as described above, to the extent known by Labriola, to TelexFree Class Plaintiffs to understand the contents of his lap top and such other testimony, statements, evidence, documents or things that may arise that involve any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations and claims referenced in the TelexFree Litigation to TelexFree Class Plaintiffs by Labriola during the interviews conducted pursuant to this Agreement, and this assistance shall not be affected by the terms of the Release set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Labriola's obligations to provide Full Cooperation and Cooperation Materials under this Agreement shall continue as reasonably necessary to understand any transactional sales and cost data or until otherwise ordered by

the Court, or the date that final judgment has been entered in the Action against the last Defendant. This obligation is subject to the time and scope limitations set forth in the Agreement.

29. Other than to enforce the terms of this Agreement, neither Labriola nor TelexFree Class Plaintiffs shall file motions against the other in this Action during the pendency of the Agreement.

30. Notwithstanding the Parties' agreement to inform the Court of the fact of this Settlement, Labriola and TelexFree Class Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until it is submitted to the Court.

31. Labriola shall use all best efforts to cooperate under the terms of this Agreement. If Labriola fails to cooperate under the terms of this Agreement, and that failure continues after specific notice and a reasonable opportunity to cure of no less than fifteen (15) but no more than thirty (30) days, Settlement Class Counsel shall move for termination under Paragraph 13 of this Settlement Agreement or move for an Order from the Court compelling such cooperation. The non-cooperating witness shall bear all related costs and expenses including attorney fees and costs approved by the Court.

C. Release, Discharge, and Covenant Not to Sue.

32. Except as specified in Paragraphs 13, 19(g), and 31 above and in addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 42 of this Agreement, and in consideration of Labriola's Cooperation, as specified in Paragraphs 11 -31, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature

that Releasors, or each of them, ever had, now have, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating to TelexFree, including without limitation (a) any conduct alleged in the Complaints, (b) any act or omission of the Releasees (or any of them) alleged in the Complaints concerning the conduct of Labriola as it relates to the TelexFree Pyramid Scheme, or (c) any conduct alleged and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Actions (the “Released Claims”).

33. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless (i) the Agreement is, for any reason, not finally approved or is rescinded or otherwise fails to become effective or (ii) if Labriola is found by the MDL 2566 Court to have withheld Cooperation or to have not fully cooperated or to have materially breached the terms of this Settlement Agreement, including being untruthful.

34. In exchange for the release, Labriola shall provide Full Cooperation to the TelexFree Class Plaintiffs as set forth herein, which is considered a material term.

35. In addition to the provisions of Paragraphs 32 and 33 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims and upon this Agreement becoming final, all provisions, rights, and benefits, conferred by §1542 of the California Civil Code, which states:

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.

Releasors further expressly waive and release, with respect to the Released Claims and upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to §1542 of the California Civil Code.

D. Approval of this Agreement and Dismissal of Claims against Labriola.

36. TelexFree Class Plaintiffs and Labriola shall use their best efforts to effectuate this Agreement, including cooperatively seeking the Court's approval for the establishment of procedures including the giving of class notice under Federal Rules of Civil Procedure 23(e) electronically to secure the complete and final dismissal with prejudice of the Actions as to the Releasees only. Class Notice for this Labriola Settlement will be combined with another future settlement. The Settlement class shall not be required to pay for a separate Class Notice.

37. As soon as practicable after the execution of this Agreement, TelexFree Class Plaintiffs and Labriola shall inform the Court that TelexFree Class Plaintiffs and Labriola have finalized an agreement to settle the Actions and that all actions pertaining to Labriola should be stayed.

38. As promptly as possible the TelexFree Class Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement. The Motion shall include the proposed form of an order preliminarily approving this Agreement, and proposed form of the electronic notice. Absent waiver, no less than five (5) business days before filing, TelexFree Class Plaintiffs have submitted a draft of the Motion to Labriola for approval

consistent with the terms of this Settlement Agreement, which shall not be unreasonably withheld.

39. Following receipt of the approval order of a future settlement that funds class notice, TelexFree Class Plaintiffs shall electronically disseminate notice of the proposed settlement to the Settlement Class (the “Notice Motion”) within that class notice.

40. TelexFree Class Plaintiffs shall seek, and Labriola will not object unreasonably, the entry of an order and final judgment, the text of which TelexFree Class Plaintiffs and Labriola shall mutually agree.

41. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions:

(a) Certification of the Settlement Class described in Paragraph 6 of this Agreement, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement;

(b) As to the Actions, final approval of this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and direction of its consummation according to its terms;

(c) As to Class Notice, approval of electronic notice as satisfying the requirements of Rule 23 because it is the “best notice that is practicable under the circumstances.” The sole use of Electronic Notice, without publication in printed materials, is a material term of this Agreement. The parties have taken into account TelexFree was an e-based operation;

(d) That Massachusetts law, including the provisions of M.G.L.A.

231B, §4 which bars contribution actions against joint tortfeasors who settle in good faith, without regard to the principles of conflicts of law, shall govern the enforcement and interpretation of the final judgment and any other claims arising under or in any way related to the TelexFree Pyramid Scheme;

(e) As to Labriola, a directive that the Actions be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(f) Reservation of exclusive jurisdiction to the United States District Court for the District of Massachusetts over the settlement and this Agreement, including the administration and consummation of this settlement, as well as over Labriola for the duration of Cooperation pursuant to this Agreement;

(g) Determination under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and a directive that the judgment of dismissal as to Labriola shall be final; and

(h) The terms of this Agreement shall remain binding on the parties following dismissal and that this Court shall retain continuing jurisdiction.

42. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a separate and final judgment dismissing Labriola from the above-captioned Actions with prejudice as to all Settlement Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a separate and final judgment as to Labriola described in (i) hereof has expired or, if appealed, approval of this Agreement and the final

judgment as to Labriola has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

43. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be considered in determining the above-stated times. On the date that TelexFree Class Plaintiffs and Labriola have executed this Agreement, TelexFree Class Plaintiffs and Labriola shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 13 or 49-51 of this Agreement.

E. Exclusions.

44. Within fifteen (15) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel shall cause copies of requests for exclusion from the Settlement Class to be provided to counsel for Labriola and placed on file. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Labriola reserves all his legal rights and defenses.

F. Electronic Notice to The Class.

45. It is agreed to by the Parties that electronic notice is the best possible method of notice to this unique class. The use of electronic notice only, rather than mail or publication is a material term to this Settlement Agreement, and should the Court not approve this term the parties have the right to terminate the agreement subject to Paragraph 48 below which provides a period during which they shall be afforded the option of presenting the Court with an alternative form of Notice.

46. Labriola shall not be liable for any of the Plaintiffs' costs or expenses of the litigation of the Actions, including attorneys' fees, fees and expenses of expert

witnesses and consultants, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs.

47. Publication of Notice of this Settlement shall be made in conjunction with another Settlement that Class Counsel enters into on behalf of a class of TelexFree Class Plaintiffs in the MDL 2566 Litigation after the Execution Date, and Settlement Class Counsel shall use reasonable efforts to provide a single notice to prospective Settlement Class members of all such settlements.

48. If the Court does not approve electronic notice as the sole notice to the class, the Parties shall have the option of formulating and agreeing to propose to the Court a mutually agreeable alternative notice program within fourteen (14) days.

G. Rescission If this Agreement Is Not Approved or Final Judgment Is Not Entered.

49. If the Court refuses to approve this Agreement or any material term herein or if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraphs 41 and 42 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Labriola and TelexFree Class Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety except as to the discovery obligations of Labriola.

50. Written notice of the exercise of the exercise of any such right to rescind shall be made according to the terms of Paragraph 13. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees or costs and expenses awarded by the

Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

51. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraphs 13, 45 or 48, then this Agreement shall be of no force or effect. Labriola expressly reserves all his rights and defenses if this Agreement does not become final.

H. Miscellaneous.

52. Nothing in this Agreement shall prevent the TelexFree Class Plaintiffs from using Cooperation Materials produced pursuant to this Agreement against any other Defendant for any purpose in the MDL 2566 Litigation as long as the advance notice provisions in this Settlement Agreement and the Protective Order are complied with.

53. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for Cooperation by Labriola.

54. TelexFree Plaintiffs' Counsel shall determine in good faith all materials reasonably required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1715 ("CAFA"). Labriola will provide all such materials reasonably requested by Plaintiffs' counsel and Plaintiffs' counsel will prepare all notices required under CAFA. Plaintiffs' counsel shall mail the CAFA notices. No part of this clause shall violate the express terms of CAFA or its interpretive cases.

55. This Agreement does not settle or compromise any claim by TelexFree Class Plaintiffs, or any other Settlement Class Member asserted in the Complaints or, if

amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by TelexFree Class Plaintiffs and the Settlement Class.

56. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees for their involvement with TelexFree and others' alleged illegal conduct, are specifically reserved by TelexFree Class Plaintiffs and Settlement Class Members.

57. Labriola's alleged involvement with TelexFree and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Actions as a potential basis for liability and damage claims against non-Labriola Defendants and shall be part of any joint and several liability claims against other current or future Defendants in the Actions or other persons or entities other than the Releasees.

58. The United States District Court for the District of Massachusetts shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by TelexFree Class Plaintiffs and Labriola.

59. Nothing shall prohibit the parties from mutually agreeing to have disputes arising under this Agreement submitted to binding arbitration.

60. All persons and entities making claims under this Settlement Agreement shall be deemed to submit to the jurisdiction of the MDL 2655 Court.

61. This Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of laws principles. With the exception of the limitations set forth in Paragraphs 19, 24, 25 and 31 of this Agreement, Labriola will not object to complying with any of the other provisions set forth in this Agreement on the basis of jurisdiction.

62. This Agreement constitutes the entire, complete and integrated agreement among TelexFree Class Plaintiffs and Labriola pertaining to the settlement of the Actions against Labriola, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between TelexFree Class Plaintiffs and Labriola in connection herewith. This Agreement may not be modified or amended except in writing executed by TelexFree Class Plaintiffs and Labriola and approved by the Court.

63. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of TelexFree Class Plaintiffs and Labriola. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by TelexFree Class Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members, Releasors and Releasees. The Releasees (other than Labriola which are parties hereto) are third-party beneficiaries of this Agreement who are bound by this Agreement and are otherwise authorized to enforce its terms applicable to them.

64. This Agreement may be executed in counterparts by TelexFree Class Plaintiffs and Labriola, and a facsimile or imaged signature shall be deemed an original signature for purposes of executing this Agreement.

65. Neither TelexFree Class Plaintiffs nor Labriola shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

66. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that no notice of rejection or non-delivery of email is received), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

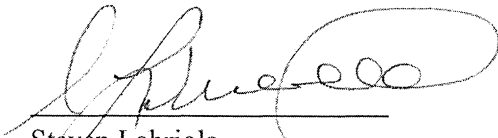
67. Each of the undersigned attorneys represents that he or she is fully authorized to enter the terms and conditions of, and to execute, this Agreement.

Dated July 8, 2024

THE REPRESENTATIVE PARTIES AGREE TO THE ABOVE

TERMS AND CONDITIONS.

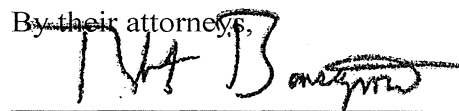
STEVEN LABRIOLA



Steven Labriola

TELEXFREE CLASS PLAINTIFFS,

By their attorneys,



Robert J. Bonsignore, Esq.
MDL 2566 Interim Lead Counsel
Melanie Porter, Esq.
Bonsignore Trial Lawyers, PLLC
23 Forest Street
Medford, MA 02155
Office: 781-350-0000
Cell Phone: 781-354-1800
Email: rbonsignore@class-actions.us
Interim MDL 2566 Lead Counsel

ATTACHMENT A

TARGETED IDENTIFIED U.S. NET WINNERS

Net Winners

Maria Teresa Milagres Neves	Celso Roberto Silva Filho	LLC
Benjamin Argueta	Team Global Adverting LLC	Andres Bolivar Estevez
Alexandro Rocha Marcos	LWC Marketing, Inc.	Walace Augusto Da Silva
Lana	Bartolo Castllo	Fabiana Acacia Da Cruz Dos
Luiz Antonio Da Silva	Gaspar Jesus	Santos
Jose Neto	Laureano Arellano	Eddie Alberto Duverge
Eduardo N. Silva Julio C. Paz	Aaron Ataide	Global Marketing Strategies
Bruno Graziani	Luisa E. Lopez	Carlos Vanterpool
Michel Cristiano Santolin De	Marcio Souza Nery	Devendra Shah
Arruda	Debora C. Brasil	Pat Jackson
Francisdalva Siqueira	Joelito Souza Caldas Junior	Silverio Reyes
Alexander N. Aurio	Rosane Cruz	Jose Lopez
Amilcar Lopez Renato	United Group USA	Dwayne Jones
Sacramento	Jean 2004 Enterprise Corp	Gerald Agnew
Euzebio Sudre Neto	Rudmar Gentil	Joseph Pietropaolo
Julio Silva	New Generation Med Supply	Jamilson Marcos Conceicao
Davidson R. Teixeira	Inc.	Sonya Crosby
Jose Carlos Maciel	Daneng Xiong	Wesley Nascimento Alves
Jesus Osuna	Omar Quinonez	Antonio Oliveira
Chai Hock Ng	Carlos C. Dejesus	Ronei Barreto
Hugo Alvarado	Carlos Alfaro	Ana Rosa Lopez
Ana R. Ramos	Lusette Balan	Milagros Adames
Edilene Storck Navarro	Technovia Inc.	Lm Davar Inc.
Helio Barbosa	Faith Sloan	Frantz Balan
Gelalin-3377, LLC	Mariza S Marinelli	Parrot Bay Homes, Inc.
Linda Suzanne Hackett	Nubia R Goulart	Edgar Borelli
Soraya Ferreira	Roberto Nunez	Ricardo Fabin
Ruddy Abreau	Gilson Nassar	Daniel Chavez
Edson F Souza	Bingjian Pan	Faustino Torres
Vaming Services	Chen, Vue	Randy Crosby
Jorge Antonio Mejia Sequeira	Rodrigo R Breda	Marcelo Dasilv
Rodrigo Castro	Paulo Giuliano Diogenes De	
Marco Almeida	Bessa Rosado	
David Reis	Jose Miguel Filho	
Rodrigo Montemor	Bilkish Sunesara	
Ana Santos	Lan Lan Ji	
Wesley Dias	Ezau Soares Ferreira	
Timex Research Consulting	Venerando Contreras	
Inc.	Jap International Network	

ATTACHMENT B

LIST OF DEFENDANTS

1. TelexElectric LLLP;
2. Telex Mobile, Holdings, Inc.;
3. James M. Merrill;
4. Carlos N. Wanzeler;
5. Katia Wanzeler a/k/a Katia Barbosa a/k/a Katia Barbosa Wanzeler;
6. Steven M. Labriola;
7. Carlos Roberto Costa;
8. Ana Paula Oliveira;
9. Andreia B. Moreira;
10. Ann Genet;
11. Opt3 Solutions, Inc.;
12. Jason A. Borromei;
13. Joseph H. Craft a/k/a Joe H. Craft;
14. Craft Financial Solutions, LLC;
15. Gerald P. Nehra, Esq.;
16. Gerald P. Nehra, Attorney at Law, PLLC;
17. Richard W. Waak;
18. Richard W. Waak, Attorney at Law, PLLC;
19. PricewaterhouseCoopers, LLP;
20. Telecom Logic, LLC;
21. Ryan James Mitchell

22. Bank of America Corporation;
23. Bank of America, N.A.;
24. Kevin Staten;
25. TD Bank, N.A.;
26. Citizens Financial Group, Inc.;
27. Citizens Bank of Massachusetts;
28. RBS Citizens, N.A.;
29. Fidelity Co-Operative Bank d/b/a Fidelity Bank;
30. John F. Merrill;
31. Middlesex Savings Bank;
32. Wells Fargo & Company;
33. Wells Fargo Bank, N.A.;
34. Wells Fargo Advisors, LLC;
35. Mauricio Cardenas;
36. Synovus Financial Corporation;
37. Synovus Bank;
38. PNC Bank, N.A.;
39. FMR, LLC, also known as Fidelity Investments;
40. Waddell & Reed Financial, Inc.;
41. Waddell & Reed, Inc.;
42. Global Payroll Gateway, Inc.
43. International Payout Systems, Inc.;
44. Edwin Gonzalez;

45. Natalia Yenatska;
46. Propay, Inc. d/b/a Propay.com;
47. Base Commerce, LLC d/b/a Phoenix Payments;
48. John Hughes;
49. Alexander Sidel;
50. Jason Doolittle;
51. John Kirchhefer;
52. Brian Bonfiglio;
53. Vantage Payments, LLC;
54. Dustin Sparman;
55. Allied Wallet, Ltd.;
56. Allied Wallet, Inc.;
57. Ahmad Khawaja;
58. Mohammad Diab
59. Amy Rountree
60. Garvey Schubert Barer, P.C.;
61. Robert Weaver;
62. Samuel C. Kauffman;
63. Gary P. Tober;
64. Sara P. Sandford;
65. Jeffrey A. Babener;
66. The Estate of Jeffrey A. Babener;
67. The Sheffield Group, Inc.;

68. Bank Card Consultants, Inc.;

69. John Yurick;

70. Priority Payout, Corp.;

71. Thomas A. Wells;

72. Deutsche Bank.

ATTACHMENT C

**EXEMPLAR TELEXFREE ENTITIES -
COLLECTIVELY REFERENCED AS "TELEXFREE"**

"TelexFree" for purposes of this Settlement Agreement includes all TelexFree entities, agents, and affiliated entities and persons, including, but not limited to:

1. James Merrill;
2. Carlos Wanzeler;
3. Katia Wanzeler a/k/a Katia Barbosa a/k/a Katia Barbosa Wanzeler;
4. Lyvia Mara Campista Wanzeler;
5. Nicholas Wanzeler;
6. Nicolas Wanzeler, Trustee of the Faith Nominee Realty Trust;
7. Carlos Costa;
8. Febe Wanzeler a/k/a Febe Vanzeler de Almeida Souza;
9. Above and Beyond the Limit, LLC;
10. Above & Beyond the Limit, LLC;
11. Acceris Realty Estate, LLC;
12. Botafogo de Futebol e Regatas;
13. Brazilian Help, Inc.;
14. Bright Lite Future, LLC;
15. Cleaner Image USA, LLC;
16. CNW Realty State, LLC;
17. Common Cents Communications Inc.;
18. Eagleview Realty Estate, LLC;

19. Forever Diamond Realty, LLC;
20. Graham Bell Tele, LLC;
21. JC Realty Co.'s;
22. JC Real Estate Management Company, LLC;
23. JC Real Estate Investment Company, LLC;
24. KC Realty State, LLC;
25. K&C Cleaning, Inc.;
26. Sun Wind Energy Group, LLP;
27. Sunwind Energy Solutions LLLP;
28. TelexElectric, LLLP;
29. TelexFree Canada;
30. TelexFree Dominican Republic;
31. TelexFree Financial, Inc.;
32. TelexFree, Inc.;
33. TelexFree International, LLC;
34. TelexFree, LLC;
35. TelexFree LLC DBA TelexFree of Miami;
36. Telex Mobile Holdings, Inc.;
37. TelexFree, Ltd.;
38. TelexFree Jamaca;
39. TelexFree Nevis;
40. TelexFree UK;
41. Ympactus Comercial Ltda;

42. P.L.I. TelexFree Rwanda, Ltd.; and

43. those otherwise as identified in good faith by the TelexFree Plaintiffs or Nehra
or as contained in Nehra's business records or personnel files.