

# **EXHIBIT 2**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into this 14<sup>th</sup> day of May, 2024 (“Execution Date”) by Nehra Law Office, Gerald Nehra (individually), and Gerald P. Nehra, Attorney at Law, PLLC, (referred to herein for ease of reference as “Nehra ”), 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 (Nehra and the TelexFree Plaintiffs are collectively referred to as “Parties” or, individually, each a “Party”).

### PREAMBLE

**WHEREAS**, each paragraph in this Settlement Agreement, including, but not limited to 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, Nehra;

**WHEREAS**, the TelexFree Class Plaintiffs allege that TelexFree was a Pyramid Scheme and Nehra admits that ultimately proved to be true, at legal proceedings, including the Merrill criminal trial, and will offer related testimony at trial;

**WHEREAS**, the TelexFree Class Plaintiffs allege that they suffered ascertainable economic injury as a result of Nehra’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**, Nehra served as TelexFree's United States outside legal counsel;

**WHEREAS**, Nehra communicated and facilitated communication between TelexFree and other Defendants, participants, domestic governmental entities and others;

**WHEREAS**, Nehra consulted with TelexFree, other Defendants, participants, domestic governmental entities, and others;

**WHEREAS**, Nehra performed other random tasks with TelexFree, other Defendants, participants, domestic governmental entities and others including activities related to the Commonwealth of Massachusetts Secretary of the Commonwealth investigations into TelexFree and TelexFree's pursuit of assurance letters for ProPay and its merchant banks;

**WHEREAS**, Nehra will immediately produce the backup copy of his laptop under strict conditions and protocols designed to safeguard against the inadvertent disclosure of files unrelated to TelexFree or TelexFree related matters;

**WHEREAS**, Nehra's full, truthful, complete, unrestricted and ongoing cooperation until Final Judgment as to all Defendants with no further appeal has been reached, including, but not limited to appeals of the Garvey Schubert, Bank of America, PNC Bank, PWC, Sheffield and the other Defendants that have previously been dismissed from this Action;

**WHEREAS**, the Parties wish to settle and should Nehra not provide full, truthful, complete, and ongoing cooperation until Final Judgment as to all Defendants with no further appeal has been reached, this agreement shall be null and void nunc pro tunc;

**WHEREAS**, Plaintiffs will obtain Nehra's back up computer hard drive used at the

time through Plaintiffs' vendor, Iron Oak Discovery, after the close of fact discovery; (b) Plaintiffs' counsel will at their own expense engage data project managers and e-discovery specialists to properly extract and process the information obtained from Nehra's computer at their own expense;

**WHEREAS**, as of the date of this Settlement Agreement, Plaintiffs' counsel does not yet possess Nehra's computer and is therefore unable to completely question Nehra as to the evidence and facts referenced;

**WHEREAS** Nehra has represented that they have otherwise produced all electronic and hard copy files they possess relating to TelexFree and Plaintiffs have relied on this representation, and should Nehra newly discover other electronic and hard copy documents it will be promptly produced to Plaintiffs' Lead Counsel;

**WHEREAS**, Nehra agrees to provide the ongoing cooperation deemed necessary by Plaintiffs' counsel until Final Judgment as to all Defendants with no further appeal has been reached including, but not limited to, providing answers and facts as are referenced with the documents from Nehra's electronic devices, otherwise provide answers to questions and facts posed to Nehra by Plaintiffs' counsel; provide assistance with authenticating documents or admitting them into evidence and offering evidence against current and past Defendants to the full extent Nehra is able and will testify at trial how and why TelexFree was an unlawful business model, that Nehra advised them to make changes, that they did not make the changes, that Nehra was initially charged to lead the defense before the Commonwealth of Massachusetts Secretary of the Commonwealth and was moved out by Robert Weaver of Garvey Schubert who then lead those defense efforts including the selection and management of local counsel;

**WHEREAS**, Nehra has unequivocally represented that, other than the disclosed fees for services performed from 2012 through 2014 on **Attachment A**, Nehra 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**, Nehra, individually and on behalf of all entities and persons with whom he shares a beneficial interest, has unequivocally represented that Nehra has not secreted any funds derived from TelexFree's unlawful pyramid scheme or related business operations other than that disclosed on Attachment A;

**WHEREAS**, Nehra individually and on behalf of all entities and persons with whom he shares a beneficial interest, has unequivocally represented that Nehra has no knowledge 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 Nehra's memories are refreshed, Nehra will immediately notify Plaintiffs' Lead Counsel, Robert J. Bonsignore;

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

**WHEREAS**, Gerald Nehra, individually and on behalf of all persons and entities with whom Nehra shares a beneficial interest, have unequivocally represented that they have no insurance available to cover the TelexFree Class Plaintiffs' claims and they individually or otherwise, through umbrella or other insurance of any type, do not have any insurance policies;

**WHEREAS**, if Nehra 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. Additionally, if an insurance policy is later discovered to cover the claims released, Nehra shall make claim and assign any rights to that policy to the TelexFree Class Plaintiffs;

**WHEREAS**, Nehra 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 Nehra's 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 that Nehra individually, and on behalf of all persons and entities with whom he shares a beneficial interest, provide 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**, Nehra is released on the condition that if Nehra does not cooperate as defined herein, or if Nehra is found to have directly or indirectly secreted assets in Nehra's name or in the name of another, this release shall be subject to revocation and the action against Nehra shall be reinstated nunc pro tunc;

**WHEREAS**, the failure of Nehra or a Nehra-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**, Nehra swears and deposes to always tell the truth and to cooperate as provided herein and that both are terms material to this release;

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

**WHEREAS**, TelexFree Class Plaintiffs have requested all information and documents related to the subject matter of the MDL 2566 Action(s) and Nehra has agreed to provide, within seven (7) days of the execution of this agreement, all related information he possess or has control over relating to the conduct referred to in the 2566 MDL Action(s) 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" also defined below);

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

**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 Nehra is in the best interests of TelexFree Plaintiffs and the Settlement Class because the value of the Full Cooperation that Nehra 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**, Nehra, 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 Nehra and Releasees 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 Nehra 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 Nehra 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 Nehra, 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 11-39 and to each material Nehra representation.

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 Nehra or contained in Nehra’s business records or personnel files; and the persons and entities identified in Attachments B and C.

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, and cloud-based 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 Nehra’s custody, possession, or control as well as those appearing in another language.

4. “Releasees” shall refer jointly and severally, individually, and collectively to Nehra, and Nehra’s disclosed parents, subsidiaries, affiliates, divisions, predecessors and successors, their respective past and present officers, directors and employees, insurers, and reinsurers. The term Releasees does not include any other Defendant in the MDL 2566 Action other than Nehra.

5. “Releasers” shall refer jointly and severally, individually, and collectively to the TelexFree Plaintiffs and the Members of the Settlement Class, as well as their past, present, and future employees, officers, directors, incorporators, heirs, trusts, trustees,

executors, estates, administrators, beneficiaries, distributes, 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.  
BONSIGNORE TRIAL LAWYERS, PLLC  
23 Forest Street  
Medford, MA 02155  
Telephone: 781- 350-0000  
Cell Phone: 781-354-1800  
Email: [rbonsignore@classactions.us](mailto:rbonsignore@classactions.us)  
Interim MDL 2566 Lead Counsel

Hon. Steven W. Rhodes (Ret.), Esq.  
1610 Arborview Blvd.  
Ann Arbor, MI 48103  
Email: [rhodessw@comcast.net](mailto:rhodessw@comcast.net)

James Wagstaffe, Esq.  
ADAMSKI MOROSKI MADDEN CUMBERLAND  
& GREEN LLP  
6633 Bay Laurel Place  
Avila Beach, CA 93424  
Telephone: 805-543-0990  
Facsimile: 805-543-0980  
Email: [wagstaffe@ammcglaw.com](mailto:wagstaffe@ammcglaw.com)

Geoff Rushing, Esq.  
SAVERI & SAVERI, INC.  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: 415-217-6810  
Email: [geoff@saveri.com](mailto:geoff@saveri.com)

D. Michael Noonan, Esq.  
SHAHEEN & GORDON, P.A.  
353 Central Avenue, Suite 200  
Dover, NH 03820  
Telephone: 603-749-5000  
Email: [mnoonan@shaheengordon.com](mailto:mnoonan@shaheengordon.com)

Ronald A. Dardeno, Esq.  
LAW OFFICES OF FRANK N. DARDENO LLP  
424 Broadway  
Somerville, MA 02145  
Telephone: 617-666-2600  
Email: [rdardeno@dardeno.com](mailto: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. “Settlement Fund” refers to the funds paid by Nehra and other Defendants into the Escrow Account in connection with the Settlement Agreement.

10. “TelexFree” for purposes of this Settlement Agreement includes all TelexFree entities, agents, and affiliated entities and persons, including, but not limited to, John Merrill; Carlos Wanzeler; Katia Wanzeler; Lydia Wanzeler, Above and Beyond the Limit, LLC; Above & Beyond the Limit, LLC; Acceris Realty Estate, LLC; Botafogo de

Futebol e Regatas; Brazilian Help, Inc.; Bright Lite Future, LLC; Cleaner Image USA, LLC; CNW Realty State, LLC; Common Cents Communications Inc.; Eagleview Realty Estate, LLC; Forever Diamond Realty, LLC; Graham Bell Tele, LLC; JC Realty Co.'s; JC Real Estate Management Company, LLC; JC Real Estate Investment Company, LLC; KC Realty State, LLC; K&C Cleaning, Inc.; Sun Wind Energy Group, LLP; Sunwind Energy Solutions LLLP; TelexElectric, LLLP; TelexFree Canada; TelexFree Dominican Republic; TelexFree Financial, Inc.; TelexFree, Inc.; TelexFree International, LLC; TelexFree, LLC; TelexFree LLC DBA TelexFree of Miami; Telex Mobile Holdings, Inc.; TelexFree, Ltd.; TelexFree Jamaca; TelexFree Nevis; TelexFree UK; Ympactus Comercial Ltda; P.L.I. TelexFree Rwanda, Ltd.; and those otherwise as identified in good faith by the TelexFree Plaintiffs or Nehra or as contained in Nehra's business records or personnel files.

**B. Agreement to Cooperate.**

11. Nehra agrees to promptly, timely and fully provide Full Cooperation to TelexFree Class Plaintiffs as set forth below at Nehra's own expense except as specifically articulated within this Settlement Agreement.

12. "Cooperation" means:

(a) to provide: (i) all information relating to TelexFree and the conduct referred to in or related to the MDL 2566 Action, including all past and present Defendants as reasonably necessary including that referenced in the preamble to the Settlement Agreement; (ii) sworn affidavit(s) relating to TelexFree and the conduct referred to in or related to the MDL 2566 action, including all past and present Defendants, as reasonably necessary including that referenced in the preamble to the Settlement Agreement ; (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 documents or other material or information possessed by or under the control of Nehra 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 Nehra must be provided as reasonably needed during the litigation and a failure by Nehra to fully cooperate shall constitute a material breach of the terms of this settlement agreement as to Nehra and trigger the termination provisions of Paragraph 13;

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

(d) If third parties file claims against Nehra, Plaintiffs will allow Nehra

access to material provided by that party during discovery within 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 Nehra 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 Nehra under this Agreement), the Plaintiffs shall provide Nehra with notice of the non-cooperation and a reasonable period to cure of no less than fourteen (14) days. If Nehra fails to cure within fourteen (14) 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 Nehra has failed to adhere to the terms of this Agreement. Upon a finding by the Court that Nehra 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 Nehra and authorize Plaintiffs to proceed to pursue the full extent of damages against Nehra 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 Nehra 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 and things.

17. Relevant Documents shall include all English translations, to the extent they exist.

18. To the extent that electronic documents exist on Nehra's back-up computer hard drive used at the time referred to above, Nehra shall cooperate with Plaintiffs' efforts to extract the data including metadata from that electronic device. The Plaintiffs shall pay the related costs of extracting the data. Nehra shall make that electronic device available to Plaintiffs and their Vendor on or prior to the day this Settlement Agreement is executed.

19. Nehra has agreed to complete, and has represented that such completion has taken place, document dumps of all files other than those on laptops and phones that are relevant to TelexFree from inception to date and continuing that are required to be provided under this Agreement on or prior to the day this Settlement Agreement is executed. These transmittals shall not waive Nehra's attorney-client privilege.

20. Nehra 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, Nehra will produce on or prior to the day this Settlement Agreement is executed all Documents as set forth herein in their respective possession, custody or control that were created or that otherwise came into Nehra's 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 C

and D.

(b) The Documents shall include, but not be limited to, all such Documents that Nehra has produced to the DOJ, the SEC, the COMSOC, the Chapter 11 Trustee for TelexFree, each past and present MDL 2566 Defendant, 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.

(c) Additionally, Nehra will produce on or prior to the day this Settlement Agreement is executed all Documents as set forth herein in their respective possession, custody or control that were created or that otherwise came into their possession as of January 1, 2010 through to this date, all exchanges with each past and present Defendant 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 are not named.

(d) To the extent that the formal discovery may involve confidential information concerning customers of Nehra may move for an appropriate protective order.

(e) Nehra submits as part of this Settlement Agreement that the documents 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.

(f) Nehra's Cooperation obligations shall include, but are not limited to, the following:

- (1) Nehra will personally make himself available for formal or informal interviews;
- (2) Nehra will also provide, upon request, a more comprehensive affidavit(s) to TelexFree Class Plaintiffs' counsel;
- (3) Nehra will authenticate documents;
- (4) Nehra will testify at hearings and trial.

(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 Nehra nunc pro tunc

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

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

(j) Following execution of the Settlement Agreement and court approval of the Protective Order, Nehra 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 Nehra agrees as a material term to this Settlement Agreement to provide the ongoing cooperation deemed necessary by Plaintiffs' counsels until Final Judgement against all Defendants with no further appeal has been entered including, but not limited to, providing answers and facts as are referenced with the documents from Nehra's electronic devices/cloud storage, otherwise provide answers to questions and facts posed to Nehra by Plaintiffs' counsel; 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 Nehra, all such information may be sealed or coded to protect the interests of those customers.

21. Cooperation interviews may be conducted by Zoom meeting or some other such provider at the convenience of Nehra and Plaintiffs' counsel.

22. TelexFree Class Plaintiffs' Counsel and Nehra agree the following terms will govern the use of documents produced.

(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 shall identify to Nehra all documents produced or provided by Nehra that they intend to publicly file in Court or disclose to anyone other than the persons allowed access by the Protective Order in MDL 2566 and found at Docket #855. This Agreement supersedes Docket #855 only as to the TelexFree Class Plaintiffs' Counsel and Nehra in that it shortens time frames.

(b) Nehra shall then have a reasonable period of five (5) business days after notice is sent 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.

(c) 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 same.

(d) Pursuant to the above procedure, if the Parties are unable to reach agreement on whether a document is not privileged or confidential and thus able to be filed on the public docket or otherwise shared, Nehra shall file a Motion for a Protective Order within ten (10) business days of Plaintiffs' notifying Nehra that they wish to make use of a document or witness to which Nehra objects.

(e) The parties shall simultaneously request that the Court refer this dispute to a Magistrate Judge or JAMS for resolution within fourteen (14) days of the filing of the Motion for Protective Order.

(f) Prior to that time, nothing shall prevent the Plaintiffs from filing the documents in dispute under seal.

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

(h) Any documents previously produced by Nehra to Plaintiffs in connection with this Settlement Agreement or the negotiation of the settlement described herein shall be treated in accordance with such a Protective Order.

23. At the request of TelexFree Class Plaintiffs' Counsel, Nehra will provide and sign declarations/affidavits under oath, upon personal knowledge, regarding Cooperation Materials and other informal or formal discovery responses, in connection with motion practice or trial as needs are deemed necessary or reasonable by Plaintiffs' counsel. It is understood that Nehra will testify as to Nehra's best current recollection.

24. As Plaintiffs' counsel deems it necessary to have Nehra authenticate one or more documents for admission at trial, they shall identify those documents to Nehra and Nehra shall support the admission of the identified documents. It is understood that Nehra will testify as to Nehra's best current recollection.

25. Nehra agrees to appear and testify at trial if deemed necessary or reasonable according to Plaintiffs' counsel. It is understood that Nehra will testify as to Nehra's best current recollection.

26. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication, burden, and expense is avoided.

27. Nehra has not entered into any Joint Defense Agreement in this matter.

28. Nehra will immediately notify Plaintiff if any party, person, or entity contacts Nehra related to TelexFree and Plaintiffs' counsel shall be copied on all related communications and be present for all Zoom or in person communications, and calls setting up same.

29. 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.

30. The Settlement Class Counsel will be provided with correspondence from and to all non-Nehra 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 Nehra to any non-Nehra Defendant as related to the subject matter of the Litigation and TelexFree's Pyramid Scheme and money laundering.

31. Should an impromptu communication take place it is the affirmative obligation of Nehra to immediately terminate it and provide a full disclosure to Plaintiffs' Counsel.

32. Failure of any term within this Settlement Agreement, including the Preamble shall be considered a material breach.

33. From and after the date of this Settlement Agreement, Nehra 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 he receives from another Defendant, person, or entity, provided such communication has not already been served on Plaintiffs' counsel. The notice and such copies shall be promptly provided upon receipt.

34. Nehra will provide notice to Plaintiffs' Lead counsel, or his designee, of any oral communication related to TelexFree or this litigation together with a summary of same within 48 hours.

35. Any statements made by Nehra in connection with and/or as part of this

settlement shall be governed by Federal Rule of Evidence 408.

36. The obligation of Nehra to provide Cooperation includes providing ongoing assistance as described above, to the extent known by him, to TelexFree Class Plaintiffs to understand the contents of Nehra's 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 Nehra during the interviews conducted pursuant to this Agreement. 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, Nehra's obligations to provide Full Cooperation and Cooperation Materials under this Agreement shall continue as reasonably necessary to understand any point, evidence, data and all else until otherwise ordered by the Court, or the date that Final Judgment has been entered in the Action with no further appeal against the last Defendant.

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

38. Notwithstanding the Parties' agreement to inform the Court of the fact of this Settlement, Nehra 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.

39. Nehra shall use all best efforts to cooperate under the terms of this

Agreement. If Nehra fails to cooperate under the terms of this Agreement, and that failure continues after specific notice and a reasonable opportunity to cure as set forth above, 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.**

40. Except as specified in Paragraphs 13, 20, and 29 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 50 of this Agreement, and in consideration of Nehra's Cooperation, as specified in Paragraphs 11-39, 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 Nehra 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").

41. 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 Nehra 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.

42. In exchange for the release, Nehra shall provide Full Cooperation and \$500 to the TelexFree Class Plaintiffs as set forth herein, which is considered a material term.

43. In addition to the provisions of Paragraphs 40 and 41 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 Nehra**

44. TelexFree Class Plaintiffs and Nehra 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 Nehra Settlement will be combined with another future settlement. The Settlement class shall not be required to pay for a separate Class Notice.

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

46. 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. No less than five (5) business days before filing, TelexFree Class Plaintiffs will submit a draft of the Motion to Nehra for approval consistent with the terms of this Settlement Agreement, which shall not be unreasonably withheld.

47. 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.

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

49. 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 Nehra 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 Nehra for the duration of their provision 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 Nehra 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.

50. 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 Nehra from the MDL 2566 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 Nehra described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Nehra 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.

51. 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 Nehra have executed this Agreement, TelexFree Class Plaintiffs and Nehra shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 13, 36 or 41 of this Agreement.

**E. Exclusions.**

52. Within three (3) 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 Nehra and placed on file. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Nehra reserves all their legal rights and defenses.

**F. Electronic Notice to The Class.**

53. 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 56 below which provides a period during which they shall be afforded the option of presenting the Court with an alternative form of Notice.

54. Nehra shall not be otherwise 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.

55. Publication of Notice of this Settlement shall be made in conjunction with another Settlement that Class Counsel enters 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.

56. 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 or to withdraw from the settlement.

**G. The Settlement Fund.**

57. Releasers shall look solely to Full Cooperation for satisfaction against the Releasees of all Released Claims and shall have no other recovery against Nehra.

58. After this Agreement becomes final within the meaning of Paragraph 50, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, except for the provisions set forth in Paragraphs 12(c), 33, and 39 of this Agreement.

**H. Terms of Final Approval Order and Final Judgement.**

59. The terms of that order and final judgement (Final Judgement) must 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. 231 B, §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 Nehra 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 Nehra for the duration of their provision 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 judgement of dismissal as to Nehra 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.

(i)

**I. Settlement Class Counsel’s Attorneys’ Fees, Payment of Costs and Expenses, and Incentive Awards for Class Representatives.**

60. Subject to Court approval, TelexFree Class Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees after this Agreement becomes final within the meaning of Paragraph 43. Incentive awards to any of the TelexFree Class Plaintiffs named above, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund. If a dispute arises relating to the allocation of attorney fees or costs, each such dispute will be submitted to binding arbitration before JAMS.

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

61. 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 49 and 50 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 Nehra 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 Nehra.

62. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraphs 13, 36 or 41. 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.

63. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraphs 13, 36 or 41, then this Agreement shall be of no force or effect. Nehra expressly reserves all their rights and defenses if this Agreement does not become final.

**K. Miscellaneous.**

64. 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.

65. 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 Nehra.

66. Nehra 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”). Nehra will provide all such materials reasonably required under CAFA. Defendants shall mail the CAFA notices. No part of this paragraph shall violate the express terms of CAFA or its interpretive cases.

67. 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.

68. 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 other's alleged illegal conduct, are specifically reserved by TelexFree Class Plaintiffs and Settlement Class Members.

69. Nehra'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-Nehra 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.

70. Unless otherwise specified, as is the case with disputes of the allocation of attorney fees or lawyer advanced case expenses, 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 Nehra.

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

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

73. 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 20, 26, and 28 of this Agreement, Nehra will not object to complying with any of the other provisions set forth in this Agreement on the basis of jurisdiction.

74. This Agreement constitutes the entire, complete and integrated agreement among TelexFree Class Plaintiffs, their counsels, and Nehra pertaining to the settlement of the Actions against Nehra, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between TelexFree Class Plaintiffs and Nehra in connection herewith.

75. This Agreement may not be modified or amended except in writing executed by TelexFree Class Plaintiffs and Nehra and approved by the Court.

76. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of TelexFree Class Plaintiffs and Nehra. 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, Counsel, Releasors and Releasees. The Releasees (other than Nehra who is a party hereto) are third-party beneficiaries of this Agreement are bound by this Agreement and the Parties are otherwise authorized to enforce its terms applicable to them.

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

78. Neither TelexFree Class Plaintiffs nor Nehra shall 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.

79. 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.

80. 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.

81. 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 49 and 50 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 Nehra 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 Nehra.

82. 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' counsels and/or Nehra, except as otherwise provided.

83. Nothing shall prohibit the parties from being obligated to first seek or to agree otherwise mutually to have disputes arising under this Agreement submitted to binding arbitration.

84. This Agreement constitutes the entire, complete, and integrated agreement among TelexFree Class Plaintiffs and Nehra pertaining to the settlement of the Actions against Nehra, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between TelexFree Class Plaintiffs and Nehra in connection herewith.

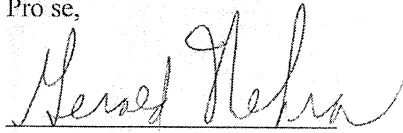
85. This Agreement may not be modified or amended except in writing executed by TelexFree Class Plaintiffs' Lead Counsel and Nehra and approved by the Court.

Dated: May 14, 2024

Dated: May 14, 2024

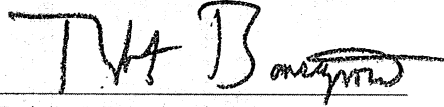
**THE REPRESENTATIVE PARTIES AGREE TO THE ABOVE  
TERMS AND CONDITIONS.**

GERALD NEHRA,  
Pro se,



Gerald Nehra  
Pro se  
Email: [gnehra@comcast.net](mailto:gnehra@comcast.net)

TELEXFREE CLASS PLAINTIFFS  
By their attorneys,



Robert J. Bonsignore, Esq.  
Melanie Porter  
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@classactions.us](mailto:rbonsignore@classactions.us)  
[melanie@classactions.us](mailto:melanie@classactions.us)  
*Interim MDL 2566 Lead Counsel*

Hon. Steven W. Rhodes (Ret.), Esq.  
1610 Arborview Blvd.  
Ann Arbor, MI 48103  
Email: [rhodessw@comcast.net](mailto:rhodessw@comcast.net)

James Wagstaffe, Esq.  
ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN LLP  
6633 Bay Laurel Place  
Avila Beach, CA 93424  
Telephone: 805-543-0990  
Facsimile: 805-543-0980  
Email: [wagstaffe@ammcglaw.com](mailto:wagstaffe@ammcglaw.com)



**NEHRA TELEXFREE RELATED FEES**

**ATTACHMENT B - TARGETED IDENTIFIED U.S. NET WINNERS****Net Winners**

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



**ATTACHMENT C – LIST OF DEFENDANTS**

The First through Fifth CAC are incorporated herein by reference.

**ATTACHMENT D**

**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. John Merrill;
2. Carlos Wanzeler;
3. Katia Wanzeler;
4. Lyvia Wanzeler
5. Above and Beyond the Limit, LLC;
6. Above & Beyond the Limit, LLC;
7. Acceris Realty Estate, LLC;
8. Botafogo de Futebol e Regatas;
9. Brazilian Help, Inc.;
10. Bright Lite Future, LLC;
11. Cleaner Image USA, LLC;
12. CNW Realty State, LLC;
13. Common Cents Communications Inc.;
14. Eagleview Realty Estate, LLC;
15. Forever Diamond Realty, LLC;
16. Graham Bell Tele, LLC;
17. JC Realty Co.'s;
18. JC Real Estate Management Company, LLC;
19. JC Real Estate Investment Company, LLC;

21. K&C Cleaning, Inc.;
22. Sun Wind Energy Group, LLP;
23. Sunwind Energy Solutions LLLP;
24. TelexElectric, LLLP;
25. TelexFree Canada;
26. TelexFree Dominican Republic;
27. TelexFree Financial, Inc.;
28. TelexFree, Inc.;
29. TelexFree International, LLC;
30. TelexFree, LLC;
31. TelexFree LLC DBA TelexFree of Miami;
32. Telex Mobile Holdings, Inc.;
33. TelexFree, Ltd.;
34. TelexFree Jamaca;
35. TelexFree Nevis;
36. TelexFree UK;
37. Ympactus Comercial Ltda;
38. P.L.I. TelexFree Rwanda, Ltd.; and
39. those otherwise as identified in good faith by the TelexFree Plaintiffs or Nehra or as contained in Nehra's business records or personnel files.