

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, FINAL APPROVAL
HEARING, AND RIGHT TO APPEAR**

**If you purchased or held legal title to any Astrals Non-Fungible Tokens
(Astrals NFTs) or Galaxy Tokens (GLXY), you could be affected by a
class-action settlement.**

Please read this Class Notice carefully.

A federal court authorized this Class Notice. This is not an advertisement or a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Your rights might be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Southern District of Florida, Miami Division (the “Court”) if you (i) purchased Astrals non-fungible tokens (“Astrals NFTs”) between May 24, 2022 and January 14, 2025, or (ii) purchased Galaxy tokens (“GLXY”) before January 14, 2025.¹

NOTICE OF SETTLEMENT: The Court-appointed lead plaintiffs, Daniel Harper, Daniel Koch, Micky Scott, Shaun Divecha, Timo Walter, and/or Viraf Sam Chapgar (“Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in the answer to Question 5 below), have reached a proposed settlement of the Action for approved Claims to be paid from an \$11 million fund (the “Settlement Cap”).

PLEASE READ THIS CLASS NOTICE CAREFULLY. It explains important rights you might have, including the possible receipt of a payment from the settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Class Notice, the proposed settlement, or your eligibility to participate in it, please contact Lead Counsel or the Claims Administrator (*see* Question 22 below). DO NOT contact the Court, Shaquille O’Neal (“O’Neal”), Astrals LLC, Astrals Holding, LLC, Astrals Operations LLC (the “Astrals Entities”) (collectively, the “Settling Defendants”), or their counsel about those questions.

1. **Description of the Action and the Settlement Class:** This Class Notice concerns a proposed settlement to resolve a lawsuit alleging that Settling Defendants violated the federal securities laws by promoting, offering, and selling unregistered securities to investors in the form of Astrals NFTs or GLXY tokens (the “Astrals Financial Products”), which are forms of crypto-assets. Settling Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability, or damage. Settling Defendants have also denied, among other things, that the Astrals Financial Products are securities, that Settling Defendants can be liable for selling or promoting those products, and that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action. Settling Defendants continue to believe the claims asserted against them in the Action are without merit.

Nevertheless, Plaintiffs and Settling Defendants have now entered into an agreement (the “Settlement Agreement”) to resolve all claims in the Action. The proposed settlement, if approved by the Court, will

¹ All capitalized terms not defined in this Notice have the meanings given to them in the Settlement Agreement dated as of November 18, 2024. The Settlement Agreement is available at www.astralsnftsettlement.com.

end the lawsuit and settle all claims of Plaintiffs and the Settlement Class, as defined in the answer to Question 5 below.

2. **Statement of Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action on a “claims-made” basis, to be paid from the \$11 million Settlement Cap fund. Each eligible Settlement Class Member can recover up to 100% of the price he, she, or it paid for Astrals Financial Products if (a) the Settlement Class Member submits a timely Claim to the Claims Administrator (*see* Questions 7 and 8 below), (b) the Claim is approved by the Claims Administrator after any appeals, and (c) enough funds remain in the “Net Settlement Amount,” which means the \$11 million Settlement Cap fund *minus* (i) Court-approved Class Counsel Fees and Costs, (ii) Costs of Administration and Class Notice, and (iii) Court-approved Plaintiffs General Release Payments.

3. **Estimate of Average Recovery:** The amount of each Settlement Class Member’s recovery will depend on the amount of Astrals NFTs and/or GLXY tokens purchased, the date of those purchases, the price paid, and the sale price (if the Astrals Financial Product was sold). Specifically, to the extent the Net Settlement Amount is large enough, then (i) if the Settlement Class Member purchased and did not sell an Astrals Financial Product, the Settlement Class Member can recover 100% of the purchase price, and (ii) if the Settlement Class Member purchased and sold an Astrals Financial Product, the Settlement Class Member can recover the difference between the purchase and sale price (*see* Questions 7 and 8 below, for additional details). The prices for purchases or sales shall be dollarized as of the date of purchase or sale to the extent a cryptocurrency, such as Solana, was used to make the purchase or sale. If an Astrals Financial Product was sold for a price greater than the purchase price, the Settlement Class Member cannot recover anything for that purchase.

4. **Average Amount of Damages:** Plaintiffs and Settling Defendants do not agree on an average amount of damages that would be recoverable if Plaintiffs were to prevail at trial. Among other things, Settling Defendants do not agree that they violated the federal securities laws or that any Settlement Class Members suffered any damages from Settling Defendants’ alleged conduct.

5. **Attorneys’ Fees and Expenses Sought:** Class Counsel have been prosecuting the Action on a wholly contingent basis and have not yet received any fees for their representation of the Settlement Class.² They also have advanced money to pay expenses necessarily incurred to prosecute this Action. Plaintiffs and Class Counsel have reserved the right to petition the Court for an award of Class Counsel Fees and Costs from the Settlement Cap, but the Settlement is not contingent upon an award of any particular amount of Class Counsel Fees and Costs. Lead Counsel will ask the Court to award them Class Counsel Fees and Costs in an amount not to exceed (\$2,910,000.00). Plaintiffs will ask the Court for an award of \$90,000 in Plaintiffs General Release Payments, but the settlement is not contingent upon any particular amount of such award (if any). If approved by the Court, these amounts will be paid from the Settlement Cap fund.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Settlement Class are represented by Adam M. Moskowitz and Joseph M. Kaye of The Moskowitz Law Firm, PLLC, 3250 Mary Street, Suite 202, Miami, FL 33133, (307) 740-1423, adam@moskowitz-law.com, joseph@moskowitz-law.com, and service@moskowitz-law.com.

7. **Reasons for the Settlement:** Plaintiffs’ main reason for entering into the settlement is the substantial, certain, and prompt recovery of money for the Settlement Class without the risks and delays from further litigation, especially in complex securities actions such as this one. Moreover, the substantial recovery provided under the settlement must be considered against the significant risk that a smaller

² Class Counsel includes (i) Adam M. Moskowitz, Lead Class Counsel, and Joseph M. Kaye of The Moskowitz Law Firm, PLLC, and other attorneys from that firm and (ii) Jose M. Ferrer and Desiree Fernandez of Mark Migdal Hayden LLP.

recovery—or perhaps no recovery at all—might be obtained after contested motions, a potential trial of the Action, and the likely appeals that would follow. That process could last several years. Settling Defendants, who deny all allegations of wrongdoing, are entering into the settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
OBTAIN SETTLEMENT RELIEF	<ul style="list-style-type: none"> • Submit a claim to obtain settlement relief. • Participate in and be bound by the settlement. 	Claims must be submitted no later than April 17, 2025
ASK TO BE EXCLUDED (OPT-OUT)	<ul style="list-style-type: none"> • Exclude yourself from the Settlement Class and the settlement. • Receive no benefits from the settlement. • Keep your right to file or continue your own lawsuit concerning the legal claims in this case against Settling Defendants. 	Exclusion requests must be received no later than March 3, 2025
COMMENT ON OR OBJECT TO THE SETTLEMENT	<ul style="list-style-type: none"> • Tell the Court what you like or do not like about the settlement. • You will still be bound by the settlement, and you will still receive settlement benefits. • You may also ask to speak at the Final Approval Hearing about your comment or objection, but you don't have to do so. 	Objections and appearances must be received no later than March 3, 2025
ATTEND THE FINAL APPROVAL HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the settlement if you have filed a written objection. You or your own attorney can come to the Court at your own expense. • You and your attorney must file an Intention to Appear if you want to speak in Court. 	The hearing currently is scheduled for April 1, 2025 at 9:30 a.m. ET. Notices of appearance must be received no later than March 3, 2025
DO NOTHING	<ul style="list-style-type: none"> • Do not obtain settlement relief. You cannot obtain settlement relief unless you submit a claim. • Give up your rights to sue Settling Defendants for the legal claims in this case. • Remain in the Settlement Class and be bound by the settlement. 	

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

- If you have questions about any matter in this Class Notice, please contact the following representative of Class Counsel, who can answer questions:

Adam M. Moskowitz
The Moskowitz Law Firm, PLLC
P.O. Box 653409
Miami, FL 33175
adam@moskowitz-law.com
service@moskowitz-law.com

- This Class Notice explains your legal rights and options—and the deadlines to exercise them.
- The Court in charge of this case has not yet decided whether to approve the settlement with Settling Defendants.
- Payments to Settlement Class Members will be made only if the Court approves the settlement and after appeals, if any, are resolved, and after the Court orders that the Settlement Cap funds (as described in the answer to Question 7 below) be distributed. Please be patient. Please do not call the Court or the court clerk's office directly.
- This is not a lawsuit against you.
- This Class Notice summarizes the proposed settlement. For the full terms and conditions of the settlement, please see the Settlement Agreement available at www.astralsnftsettlement.com, contact Class Counsel at (305) 740-1423, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.flsd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

Questions? Visit www.astralsnftsettlement.com.

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BASIC INFORMATION

1. Why did I receive this Class Notice?

You received this Class Notice because you might be a Settlement Class Member in the Action.

Settlement Class Members have the right to know about the settlement of a class-action lawsuit and about their legal rights and options before the Court holds a Final Approval Hearing to decide whether to grant final approval to a proposed settlement. This Class Notice explains the lawsuit, the settlement of the Action, and your legal rights. It also explains what benefits from the settlement are available at this time, who is eligible to participate, and how to share in the settlement.

If the Court approves the settlement, and after any objections and appeals are resolved, Class Counsel will disburse the Net Settlement Amount (meaning the Settlement Cap fund minus all fees and expenses) in one or more distributions at a time to be determined by the Court. The Court has preliminarily approved the settlement. If you are a Settlement Class Member, you have legal rights and options that you may exercise before the Court considers whether to grant final approval to the proposed settlement after holding the Final Approval Hearing.

The Court will hold the Final Approval Hearing on April 1, 2025 to decide whether the proposed settlement with Settling Defendants is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for payment of attorneys' fees, general release payments, and reimbursement of litigation expenses.

If you wish to comment on (including object to) or exclude yourself from the settlement, you must follow the procedures described below. If you want to participate in the settlement and receive settlement benefits, you must file a claim by following the procedures described below. If you do nothing at all, you will not receive money from the settlement, but you will be bound by any final judgment concerning Settling Defendants.

2. What is this lawsuit about?

The lawsuit claims that Settling Defendants promoted and sold unregistered securities, namely Astrals NFTs and Galaxy Tokens. Plaintiffs claim that the Astrals Financial Products are securities under the federal securities laws and that Settling Defendants violated those laws. Settling Defendants deny that the Astrals Financial Products are securities, and they also deny that they did anything in violation of the securities laws.

Settling Defendants filed motions asking the Court to dismiss all claims against them. In August 2024, the Court dismissed some of the claims but refused to dismiss other claims (at least at that stage of the case). To obtain more information about the claims and the Court's rulings, you can view the Complaint and other court documents in this case at www.astralsnftsettlement.com.

3. Why is this a class action, and who is involved?

In a class action lawsuit, one or more people called "named plaintiffs" or "Class Representatives" sue on behalf of themselves and all other people and entities who supposedly have similar claims. Those other people and entities are the class, and each of them is a "class member." Where, as here, the lawsuit is being settled, the class is called a "Settlement Class," and the members of that class are called "Settlement Class Members." In a class action, the court resolves the issues for all class or Settlement Class Members except for those who exclude themselves from (or "opt out" of) the class or Settlement Class.

In this case, the Settlement Class generally consists of all persons and entities (i) who, from May 24, 2022 to January 14, 2025, purchased Astrals NFTs and/or (ii) who, before January 14, 2025, purchased GLXY Tokens. See Question 5 below for more details about the precise definition of the Settlement Class.

Questions? Visit www.astralsnftsettlement.com.

4. Why is there a settlement?

The Settling Parties had their own reasons for wanting to settle. At this stage, the Court has not yet found in favor of Plaintiffs or Settling Defendants, and the lawsuit is continuing. Plaintiffs and Settling Defendants therefore decided to agree to a settlement that, if approved, would end the lawsuit and allow Plaintiffs and Settling Defendants to avoid the uncertainties of continued litigation, the uncertainty of payment from the Astrals Entities due to those entities' financial insolvency issues, and the costs and delays of further litigation. In addition, Settlement Class Members will receive the benefits of the settlement.

The Settling Parties have agreed that, if Plaintiffs were to prevail on each claim alleged, the average potential amount of damages per share would be rescissory damages in the amount of the purchase price of each Astrals NFT or GLXY token, which is the maximum available payment made available to Settlement Class Members under this Settlement Agreement.

WHO HAS THE RIGHT TO PARTICIPATE IN THE SETTLEMENT AND THE CLASS-ACTION LAWSUIT?

5. Am I a Settlement Class Member who is part of the settlement?

The Settlement Class consists of all persons and entities (i) who, from May 24, 2022 to January 14, 2025, purchased Astrals NFTs and/or (ii) who, before January 14, 2025, purchased GLXY Tokens.

Excluded from the Class are (i) Settling Defendants and their officers, directors, affiliates, legal representatives, and employees, (ii) any governmental entities, any judge, justice, or judicial officer presiding over this matter, and the members of their immediate families and judicial staff, and (iii) any Person who would otherwise be a Settlement Class Member but who validly requested exclusion pursuant to the "Opt-Out" provisions of the Settlement Agreement.

The Settlement Class has been provisionally certified for purpose of settlement only.

6. What are my rights as a Settlement Class Member?

You have several rights and options as a Settlement Class Member:

- You may stay in the Settlement Class, file a claim, and receive benefits from the settlement at a time to be determined by the Court.
- You also may stay in the Settlement Class, file a claim, get the benefits of the proposed settlement, and comment on or object to the settlement and/or the request for attorneys' fees and costs and Plaintiffs General Release Payments. In addition, you may attend the Court's Final Approval Hearing to speak in support of or against final approval of the proposed settlement and the request for fees, litigation expenses, and Plaintiffs General Release Payments.
- You may exclude yourself from the settlement and not receive any settlement benefits, but preserve your chance to pursue your own claims against Settling Defendants.
- If you do nothing at all, you will remain a member of the Settlement Class, but you will not receive any settlement benefits, which requires filing a claim.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

Settling Defendants have agreed to provide a Settlement Cap fund of \$11,000,000, which will be used to pay Settlement Class Members who submit valid and approved claims and to pay Plaintiffs' attorneys' fees and expenses and Plaintiffs General Release Payments.

Questions? Visit www.astralsnftsettlement.com.

In exchange, Settlement Class Members will give up, or “release,” claims against Settling Defendants. This release includes any claims that were or could have been made arising from the facts alleged in this lawsuit.

The release provides: Save and except only those obligations expressly owed by Settling Parties, the Settlement Class, and their counsel under this Settlement Agreement, Plaintiffs and the Settlement Class, including each and every Settlement Class Member and their current and former officers, directors, employees, agents, affiliates, representatives, attorneys (including Class Counsel), advisors, family members, estates, successors, heirs, and assigns (collectively, the “Releasers”) hereby now and forever fully, conclusively, irrevocably, and finally release, relinquish, remise, acquit, satisfy, discharge, and agree not to sue Settling Defendants, as well as all their agents, affiliates, predecessors, successors, assigns, spouses, family members, heirs, employees, legal representatives, attorneys, trustees, insurers, and related entities (including specifically ABG-Shaq, LLC and Authentic Brands Group, LLC) (collectively, the “Released Parties”), from or concerning any and all claims, causes of action (whether claims, counter-claims, cross-claims, third-party claims, or otherwise), contributions, indemnities, apportionments, duties, debts, sums, suits, omissions, covenants, contracts, controversies, agreements, promises, commitments, compensation, damages, expenses, fees, and costs whatsoever, in law or equity, whether arising under state (including Nevada), federal, foreign, common, or administrative law or otherwise, whether direct, derivative, representative, or in any other capacity, whether known or unknown, accrued or unaccrued, contingent or absolute, asserted or unasserted, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured (“Potential Claims”), that concern or in any way relate to or arise out of the subject matter addressed in the Action and/or the Amended Complaint, including but not limited to all transactions relating to Astrals, Astrals NFTs, GLXY tokens, and/or the defense or settlement of the Action, the provision of notice in connection with the Settlement, and the resolution of any Claims submitted in connection with the Settlement (the “Released Claims”). Plaintiffs and Settlement Class represent and warrant, by signing or agreeing to this Settlement and this Settlement Agreement, that they have no surviving claim or cause of action against any of Settling Defendants or the other Released Parties with respect to any Released Claims.

All of the specific terms of the settlement and the releases are described in more detail in the Settlement Agreement. You can view or download copies of the Settlement Agreement at www.astralsnftsettlement.com.

8. Claims Process and Proposed Plan of Allocation

Claims Process

To be eligible for payment from the \$11 million Settlement Cap, Settlement Class Members must submit a Claim on the Settlement Website, www.astralsnftsettlement.com, by **11:59 p.m. ET on April 17, 2025**.

This is a “claims-made” settlement, meaning that, apart from fees and costs, Settling Defendants will pay money within the Settlement Cap only for eligible claims filed. **Settlement Class Members cannot recover unless they make a Claim pursuant to the process described in this paragraph. Settlement Class Members who do nothing will not recover anything.**

Because of the nature of the relief agreed to between Settling Defendants and the Settlement Class, the amount of payment will be determined individually by the Claims Administrator based on your individual submission of a Claim and based on various factors as described below.

Claims must be submitted on the Settlement Website, www.astralsnftsettlement.com, and must provide:

- proof of the claimant’s identity, including name, address, phone number, email address, and a copy of a national ID, such as a passport or driver’s license; and
- details for **each purchase** of Astrals NFTs purchased from May 24, 2022 to January 14, 2025 and/or **each purchase** of GLXY tokens purchased before January 14, 2025:
 - 1) the date of purchase of each Astrals Financial Product(s) purchased;

Questions? Visit www.astralsnftsettlement.com.

- 2) for Astrals NFTs, the identifying number for the Astrals NFT;
- 3) the amount and currency used to purchase the Astrals Financial Product(s);
- 4) the transaction hash of each purchasing transaction;
- 5) the public wallet address used to purchase the Astrals NFT or GLXY Token;
- 6) the public wallet address that currently holds the Astrals NFT or GLXY Token, if this address differs from the purchasing address;
- 7) the amount of GLXY Tokens purchased, if applicable; and
- 8) a copy of the SAFT Agreement pursuant to which the GLXY Tokens were purchased, if applicable.

Further, claimants must sign a transaction with their Solana wallet holding Astrals NFTs and/or GLXY tokens to prove ownership of the assets in question.

If all of this information is not provided via a properly submitted Claim by **11:59 p.m. ET on April 17, 2025**, the Settlement Class Member **will not recover anything**.

The Claims Administrator is responsible for reviewing, verifying, and approving all Claims. Settlement Class Members and Settling Defendants will have the right to object to the Claims Administrator's decision to pay or reject a claim. The Claims Administrator shall advise the Settlement Class Member and Settling Defendants in writing about its determination of each claim. If the Settlement Class Member or Settling Defendants wish to object to that determination, they must, within twenty (20) days after receiving notice of the determination, submit to the Claims Administrator a notice and statement of reasons explaining their grounds for contesting the determination, along with any supporting documentation.

If a dispute concerning a claim cannot otherwise be resolved with the Claims Administrator, the Settlement Class Member or Settling Defendants, as applicable, shall present the dispute to the Court within thirty (30) days after the Claims Administrator's final decision approving or denying a Claim. The appealing party's submission to the Court may not exceed ten (10) pages. The non-appealing party may submit a ten (10)-page opposition brief within fourteen (14) days after the filing of the appeal. The appealing party may then submit a five (5)-page reply brief within seven (7) days after the filing of the opposition.

Plan of Allocation

Claims will be paid based on the size of the Net Settlement Amount.

The Plan of Allocation is intended to distribute the Net Settlement Amount equitably to those Settlement Class Members who suffered economic losses from the alleged violations of the securities laws. Calculations under the Plan of Allocation are not intended to be estimates or indicators of the amounts that Settlement Class Members might have been able to recover without a settlement and after a trial. Nor are those calculations intended to be estimates of the amounts that will be paid to Settlement Class Members whose Claims are approved under the Settlement. Computations under the Plan of Allocation are only a method to weigh the Claims against one another for the purpose of making *pro rata* allocations of the Net Settlement Amount.

If (i) the Claims Administrator approves a Claim, and (ii) the claimant is still entitled to the Claim after resolution of any disputes about it, the Settlement Class Member will be entitled to a cash recovery. The amount of each Settlement Class Member's recovery will depend on the amount of Astrals NFTs and/or GLXY tokens purchased, the date of those purchases, the price paid, and the sale price (if the Astrals Financial Product was sold), and the extent to which the Net Settlement Amount can pay all valid claims. If the Net Settlement Amount is not sufficient to pay all valid Claims, payments will be prorated among those Claims. The prices for purchases or sales shall be dollarized as of the date of purchase or sale to the extent a cryptocurrency, such as Solana, was used to make the purchase or sale. Specifically, to the extent the Net Settlement Amount suffices to pay all valid Claims:

Questions? Visit www.astralsnftsettlement.com.

- 1) if the Settlement Class Member purchased and did not sell an Astrals Financial Product, the Settlement Class Member can recover 100% of the purchase price; and
- 2) if the Settlement Class Member purchased and sold an Astrals Financial Product, the Settlement Class Member can recover the difference between the purchase and sale price. However, if the Settlement Class Member sold an Astrals Financial Product for a profit (*i.e.*, the sales price exceeded the purchase price), the Settlement Class Member is not entitled to any recovery for that purchase.

For example (NOTE – AMOUNTS IN THE EXAMPLE ARE MERELY ILLUSTRATIVE):

- If a Settlement Class Member purchased three Astrals NFTs – (i) one for 2 SOL (or \$100.00 USD) on May 10, 2022, (ii) another for 2 SOL (or \$66.00 USD) on June 10, 2022, and (iii) a third for 2 SOL (or \$72.00 USD) on July 10, 2022 – and if that person also purchased 1,000 GLXY tokens for \$0.02 USD per token on May 10, 2022, and if the person did not sell any of these Astrals Financial Products, then:
 - If the Settlement Class Member’s Claim is timely filed and approved by the Claims Administrator through a final decision, and if the Net Settlement Amount is sufficient to pay all valid Claims (*i.e.*, if proration is not necessary), the Settlement Class Member is entitled to (i) \$0 for the May 10, 2022 Astrals NFT purchase, as it was made before May 24, 2022 and is thus not part of the Settlement Class; (ii) \$66.00 USD for the June 10, 2022 Astrals NFT purchase; (iii) \$72.00 USD for the July 10, 2022 Astrals NFT purchase, and (iv) \$20.00 USD for the 1,000 GLXY token purchases.
- If a Settlement Class Member purchased three Astrals NFTs – (i) one for 2 SOL (or \$100.00 USD) on May 10, 2022, (ii) another for 2 SOL (or \$66.00 USD) on June 10, 2022, and (iii) a third for 2 SOL (or \$72.00 USD) on July 10, 2022 – and if that person also purchased 1,000 GLXY tokens for \$0.02 USD per token on May 10, 2022, and if the person sold all Astrals NFTs on July 11, 2023, for 2 SOL (or \$44.00 USD) each and the 1,000 GLXY tokens for \$0.01 USD per token, then:
 - If the Settlement Class Member’s Claim is timely filed and approved by the Claims Administrator through a final decision, and if the Net Settlement Amount is sufficient to pay all valid Claims (*i.e.*, if proration is not necessary), the Settlement Class Member is entitled to (i) \$0 for the May 10, 2022 Astrals NFT purchase, as it was made before May 24, 2022 and is thus not part of the Settlement Class; (ii) \$22.00 USD for the June 10, 2022 Astrals NFT purchase; (iii) \$28.00 USD for the July 10, 2022 Astrals NFT purchase, and (iv) \$10.00 USD for the 1,000 GLXY token purchases.

9. When will I get my payment(s)?

Any settlement payments to Settlement Class Members will be distributed after the Settlement is approved, and after any appeals are resolved in the Settlement Class’s favor, and after Claims have been processed and resolved as described above. All of these steps take time.

As noted above, the Court is currently scheduled to hold a Final Approval Hearing on April 1, 2025 to decide whether to approve the proposed settlement and the request for the payment of attorneys’ fees, general release payments to the Class Representatives, and the reimbursement of litigation expenses. The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Class Notice. Please check www.astralsnftsettlement.com or the Court’s PACER site at <https://ecf.flsd.uscourts.gov> to confirm that the date has not changed, or for news of any such changes.

Class Counsel, through the Claims Administrator, will pay the funds to eligible Settlement Class Members in one or more distributions once all the steps described above have been completed. Updates regarding the settlement and when any payments may be made will be posted at www.astralsnftsettlement.com.

Questions? Visit www.astralsnftsettlement.com.

10. What am I giving up under the settlement?

If you are a Settlement Class Member, and if you do not exclude yourself from the settlement with Settling Defendants, you will remain in the Settlement Class, and you will not be able to sue, continue to sue, or be part of any other lawsuit against Settling Defendants about the legal claims in this case. If you are a Settlement Class Member, all of the Court's orders will apply to you and legally bind you, and you will be considered to have agreed to the "Releases of Claims" in the Settlement Agreement with Settling Defendants, described above in paragraph 7 and available at www.astralsnftsettlement.com. The released claims include, but are not limited to, any and all claims that were asserted or could have been asserted in this lawsuit.

In exchange for releasing those claims, you will be eligible for the benefits provided by the settlement.

To view the legally binding terms about the scope of the Released Claims, please refer to the proposed Settlement Agreement, which is available at www.astralsnftsettlement.com.

THE LAWYERS REPRESENTING YOU

11. Who represents me in this case?

The Court appointed the following law firm as Lead Class Counsel ("Lead Class Counsel") to represent the Class:

Adam M. Moskowitz
The Moskowitz Law Firm, PLLC
P.O. Box 653409
Miami, FL 33175

12. Should I get my own lawyer?

You do not need to hire your own lawyer, because Class Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

13. How will the lawyers be paid?

At the Final Approval Hearing, Class Counsel will seek reimbursement from the Settlement Cap fund for any and all legal fees and expenses up to \$2,910,000, for the work they have done in this case.

If the Court awards these payments, they will be made from the Settlement Cap fund along with administrative fees and expenses related to the provision of notice to the Settlement Class Members, administering the settlement payments, and distributing settlement benefits to the Settlement Class Members. Settling Defendants have separately agreed to provide each of the Class Representatives an individual settlement amount of \$15,000 each ("Plaintiffs General Release Payments") in exchange for individual general releases of all claims they may each individually have against Settling Defendants, over and above the claims settled in this Settlement Agreement. You personally do not have to pay any of Class Counsel's fees, costs, or expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I opt out of the settlement?

If you fall within the Settlement Class Member definition (*see* Question 5) but wish to keep the right to sue or continue to sue one or more of Settling Defendants (at your own expense) about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself from, or opting out of, the settlement.

Questions? Visit www.astralsnftsettlement.com.

To exclude yourself from (or opt out of) the settlement, you must mail an Opt-Out Request Letter to the Claims Administrator at the address below. A written request for exclusion must include: (a) a caption or title that identifies it as “Request for Exclusion in *Astrals* Settlement”; (b) the Settlement Class Member’s name, mailing and email addresses, and contact telephone number; (c) the transaction hash of the purchasing transaction; (d) the public wallet address used to purchase the Astrals NFT or GLXY Token; (e) the public wallet address that currently holds the Astral NFT or GLXY Token, if this address differs from the purchasing address; (f) a statement that the Settling Class Member wants to be “excluded from the Settlement Class”; and (g) the personal signature of the Settlement Class Member.

If you request to be excluded from the settlement with Settling Defendants, you will not be legally bound by the settlement. You will be able to sue (or continue to sue) Settling Defendants in the future about the legal claims in this case.

However, if you ask to be excluded from the Settlement you will not get any payment from the Settlement, and you cannot object to that settlement.

Exclusion/Opt-Out Request Mailing Information:

To exclude yourself from the settlement with Settling Defendants, you must submit your Opt-Out Request Letter to the Claims Administrator so that is **received** no later than **March 3, 2025**. Send your Opt-Out Request Letter to the following address:

Claims Administrator
Astrals Settlement
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
P.O. Box 230
Media, PA 19063

You cannot exclude yourself (opt out) by telephone, and you must provide all the information specified above.

15. If I do not exclude myself, can I sue Settling Defendants for the same thing later?

No. If you are a Settlement Class Member and you do not exclude yourself from the settlement, you give up the right to sue all Settling Defendants for the claims that the settlement resolves, as more fully described in the answer to Question 7 above.

If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that lawsuit immediately, because you might need to exclude yourself from the Settlement Class to continue your own lawsuit. The process for excluding yourself from the settlement is described in the preceding section.

16. If I exclude myself, can I get money from this case?

No. If you exclude yourself from the settlement with Settling Defendants, you will not receive money under that settlement.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I like or do not like the proposed settlement, and may I speak at the hearing?

You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement that the Settling Parties have presented to it.

If the Court denies approval, no settlement payments will take place, and the lawsuit will continue. If that is what you want to happen, you must object.

Questions? Visit www.astralsnftsettlement.com.

However, if your objection relates only to Class Counsel's request for attorneys' fees and expenses, to the Class Representatives' request for General Release Payments, or to the Plan of Allocation (as set forth in the answer to Question 8, above), the Court will not necessarily reject the settlement if it agrees with your objection. The settlement itself does not depend on the Court's ruling as to those three issues.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required, to appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number *Daniel Harper, et al. v. Shaquille O'Neal, et al.*, Case No.: 1:23-cv-21912-FAM (S.D. Fla.); (b) be submitted to the Court either by mail to the Clerk of Court, United States District Court for the Southern District of Florida, Miami Division, 400 North Miami Avenue, 8th Floor, Miami, FL 33128, or by filing them in person at any location of the United States District Court for the Southern District of Florida; and (c) be served on the lawyers for the Settling Parties at the addresses given below.

Lead Class Counsel:

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Joseph M. Kaye

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Astrals' Counsel

Christopher E. Knight

FOWLER WHITE BURNETT, P.A.

Brickell Arch, Fourteenth Floor

1395 Brickell Avenue

Miami, Florida 33131

cknight@fowler-white.com

All objections must also be emailed to adam@moskowitz-law.com, joseph@moskowitz-law.com, service@moskowitz-law.com, rwolkinson@brownrudnick.com, sbest@brownrudnick.com, and cknight@fowler-white.com.

Objections must be **received** by the Court and the Settling Parties' lawyers by no later than **March 3, 2025**.

Be sure to:

- object in writing;
- include your full name, current address, current telephone number, email address, and signature;

Questions? Visit www.astralsnftsettlement.com.

- include documentation or attestation sufficient to establish your membership in the Settlement Class;
- have the objection signed by the person filing the objection, or his attorney;
- state, in detail, the factual and legal grounds for the objection;
- state any other objections filed by the objector in the last seven years (case name, name of court, and result of objection);
- attach any document the Court should review in considering the objection and ruling on the Final Approval Motion;
- provide available dates for Lead Class Counsel to take the objecting Settlement Class Member's deposition; and
- include a request to appear at the Final Approval Hearing, if the objector intends to appear at the Final Approval Hearing.

You do not need to attend or speak at the Final Approval Hearing (described in the answer to Question 18 below) for your comments or objections to be considered. If you would like to speak at the Final Approval Hearing about your comments or objections to the settlement, you must add to your objection a statement that you intend to appear and speak at the hearing (for example, by stating "This is my Notice of Intention to Appear in *Daniel Harper, et al. v. Shaquille O'Neal, et al.*, Case No.: 1:23-cv-21912-FAM (S.D. Fla.)").

You will not have a right to speak at the Final Approval Hearing if you exclude yourself from the settlement, because the settlement no longer affects you if you opt out of it.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Final Approval Hearing is scheduled to be held on April 1, 2025, at 9:30 a.m., in Courtroom 12-2, on the 12th Floor of the United States District Court located at 400 North Miami Avenue, Miami, FL 33128. The Court will determine whether to hold the hearing in person or by videoconference or telephonic conference, and the Court's decision could change.

At the Final Approval Hearing, the Court will consider the proposed settlement with Settling Defendants and determine whether it is fair, reasonable, and adequate. The Court will also consider the requests for attorneys' fees and litigation expenses, for payment of other administrative expenses, and for payment of the General Release Payments. If there are written comments or objections, the Court will consider them. The Court will decide whether to allow people who have raised objections or comments to speak at the hearing. After the Final Approval Hearing, the Court will separately decide whether to approve the settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Class Notice without further notice to the Settlement Class. Please check www.astralsnftsettlement.com for news of any such changes.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will be present at the Final Approval Hearing to answer any questions the Court might have. You are welcome to come at your own expense. If you send comments or objections to the proposed settlement, you do not have to come to Court to talk about them. If you filed and served your written comments or objections on time, the Court will consider them. You may also pay your own lawyer to attend, but such attendance is not necessary. If you have not submitted written objections as described above, you will not be entitled to speak at the Final Approval Hearing.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive the benefits of the settlement because you will not have filed a claim for those benefits. However, any claims you might have against Settling Defendants for the allegations in this case relating to Astrals Financial Products will be released. This means that if you do nothing at all, you will not be able to collect settlement relief and you will not be able to pursue any other claims for any damages from Settling Defendants for the issues alleged in this lawsuit and covered by the release.

GETTING MORE INFORMATION

21. Are more details about the settlement and the lawsuit available?

Yes. This Class Notice only summarizes the proposed settlement with Settling Defendants. More details about the settlement are available in the proposed Settlement Agreement itself. You can see or print copies of the Settlement Agreement at www.astralsnftsettlement.com.

22. How do I get more information?

The website www.astralsnftsettlement.com provides answers to common questions about the lawsuit, the settlement, and other information to help you determine whether you are a Settlement Class Member, whether you are eligible for a payment, and when the Settlement Cap fund will be distributed. The website <https://ecf.flsd.uscourts.gov> provides instructions on how to access the case docket by using the Court's electronic filing system (PACER) or by going in person to any of the Court's locations.

Written or oral inquiries regarding the Settlement may be directed to:

Adam M. Moskowitz
The Moskowitz Law Firm, PLLC
P.O. Box 653409
Miami, FL 33175
adam@moskowitz-law.com
service@moskowitz-law.com

**PLEASE DO NOT CONTACT THE COURT WITH
QUESTIONS. YOU SHOULD DIRECT ANY
QUESTIONS ABOUT THIS NOTICE OR THE
SETTLEMENT TO THE CLAIMS ADMINISTRATOR
OR TO CLASS COUNSEL.**

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

Questions? Visit www.astralsnftsettlement.com.