

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on the Date of Execution between Keon Jackson (“Class Representative”) on behalf of himself and two classes of similarly-situated persons (each identified and defined below as the “IDNC Class” and the “FTSA Class,” respectively, and the IDNC Class and the FTSA Class together, the “Settlement Classes”), and Athena Bitcoin, Inc. (“Defendant”). Class Representative, the Settlement Classes, and Defendant are collectively referred to as the “Parties.”

WHEREAS, on behalf of himself and two classes of similarly-situated persons, Class Representative filed a civil action against Defendant that is pending in the United States District Court for the Northern District of Florida, captioned *Jackson v. Athena Bitcoin, Inc.*, Case No. 4:24cv331-MW/MJF (the “Lawsuit”); and,

WHEREAS, Class Representative’s Amended Class Action Complaint alleges that Defendant violated the Telephone Consumer Protection Act (the “TCPA”) by initiating, or causing to be initiated, text messages without instituting procedures for maintaining a list of persons who request not to receive telemarketing text messages, and that Defendant violated the Florida Telephone Solicitation Act (the “FTSA”) by initiating text messages after recipients had communicated to Defendant that they no longer wished to receive text messages; and,

WHEREAS, Defendant has agreed to settle all claims under the TCPA and the FTSA, demands and liabilities between Defendant, Class Representative, and the Settlement Classes which were made in the Lawsuit; and,

WHEREAS, the Parties have agreed on a compromise and settlement that is in the best interests of all Parties, including Class Representative and all members of the Settlement Classes; and,

WHEREAS, on June 18, 2025, the Court certified two Classes for litigation purposes defined as:

The Internal Do Not Call Class (“IDNC Class”), which includes all persons in the United States, (1) to whom Athena delivered, or caused to be delivered, more than one text message promoting goods or services within any 12-month period, (2) more than 30 days after receiving a message consisting solely of the word ‘STOP’, (3) between August 20, 2020, to August 20, 2024, (4) excluding business numbers; and,

The FTSA Stop Class (“FTSA Class”), which includes all Florida residents (1) with telephone numbers having a Florida area code, (2) to whom Athena delivered, or caused to be delivered, one or more text messages promoting goods or services, (3) more than 15 days after receiving a message consisting solely of the word ‘STOP’, (4) between July 1, 2021 to August 20, 2024; and

WHEREAS, the IDNC Class includes approximately 1,833 persons and the FTSA Class includes approximately 639 persons; and

WHEREAS, Defendant has agreed to pay \$4,500,000.00 (the “Settlement Fund”) to settle this Lawsuit and all claims under the TCPA and the FTSA asserted therein, with the Settlement Fund being used to pay members of the Settlement Classes who timely submit approved claims, to pay the Class Representative’s service award, to pay attorney’s fees and reasonable out-of-pocket expenses to Class Counsel, to pay the costs of notifying the Settlement Classes and administering the settlement through a third party administrator; and,

WHEREAS, The HQ Firm, P.C. (“Class Counsel”) has concluded that the terms and conditions of the Agreement provided herein are fair, reasonable, and adequate and in the best interests of the Settlement Classes as a means of resolving all disputes between and among the Parties; and,

WHEREAS, this Agreement has been negotiated among the Parties in good faith and at arm’s length.

NOW, WHEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties stipulate and agree that the claims of the Settlement Classes under the TCPA and the FTSA should be and are hereby compromised and settled, subject to the Court’s approval, upon the following terms and conditions:

1. **Definitions.** The following terms, as used in this Agreement, have the following meanings:
 - a. “Actions” mean the Lawsuit captioned *Jackson v. Athena Bitcoin, Inc.*, Case No. 4:24cv331-MW/MJF (N.D. Fla.), as well as any other action pending at the time of Final Approval of the Agreement that allege Released Claims on behalf of all or part of the Settlement Class against Defendant.
 - b. “Class Action Administrator” means the neutral third-party settlement administrator approved by the Court and appointed to implement, administer, and oversee the notice, claims administration, and distribution processes in accordance with this Agreement, the Court-approved Plan of Allocation, and any orders of the Court.
 - c. “Court” means the United States District Court for the Northern District of Florida.
 - d. “Date of Execution” means the date on which the final party executes this Agreement, as reflected by the latest date appearing on any signature page hereto, notwithstanding that the Parties may execute this Agreement in counterparts, on different dates, and/or by electronic means.
 - e. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.
 - f. “Effective Date” means the date when: (i) the Court has entered a Preliminary Approval Order approving the Class Settlement and Notice Plan; (ii) the Court has

entered an order granting Final Approval of the Settlement set forth in this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure; (iii) the Court has entered a Final Judgment and Order of Dismissal with Prejudice; (iv) the time to appeal the Final Judgment and Order of Dismissal has expired without any appeal having been filed, or, if any appeal is filed, after the appeal has been finally resolved and the Final Judgment and Order of Dismissal has become final and non-appealable; (v) any and all objections to the Class Settlement have been fully adjudicated; and (vi) no stay of the Final Judgment and Order of Dismissal remains in effect. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

- g. “Opt-Out Members” means members of the Settlement Class who have timely exercised their rights to be excluded from the Settlement Class or have otherwise obtained Court approval to exercise such rights.
- h. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, affiliates and assignees.
- i. “Class Period” means (1) the time period between August 20, 2020, to August 20, 2024 for the IDNC Class; and (2) the time period between July 1, 2021 to August 20, 2024 for the FTSA Class.
- j. “Released Claims” means any and all claims or causes of action arising under the TCPA, the FTSA, and/or under any comparable statute in effect in any other state where Class Members reside, which have been, could have been, or in the future might be asserted against the Released Parties, and that arise out of and/or relate to the claims asserted in this Action.
- k. “Released Parties” means Defendant, its officers, directors, employees, agents, predecessors, successors, subsidiaries, affiliates, assigns, insurers, and attorneys.
- l. “Releasing Parties” means the Class Representative and any Settlement Class Members (including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present, or future officers, directors, insurers, general or limited partners, members, managers, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors, and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Class Representative or Settlement Class Members).
- m. “Settlement” means the settlement of the Actions contemplated by this Agreement.

- n. "Settlement Class Member" means a member of one or both of the Settlement Classes who does not file a valid request for exclusion from the Settlement Classes.
- o. "Settling Parties" means the Class Representative and Defendant.

2. **Recitals.** The above-described recitals are incorporated herein and made a part hereof.
3. **For Settlement Purposes Only.** This Agreement is entered into for purposes of resolving the disputes between Defendant, Class Representative, and the Settlement Classes. Assertions, statements, and representations herein are for settlement purposes only. If the Court does not preliminarily approve this Agreement, or a modified version thereof that is acceptable to all Parties, then the Parties expressly agree that this Agreement is null and void and may not be used by any party for any reason.
4. **Certification of the Settlement Classes.** The Parties hereby stipulate that the "Settlement Classes" comprise the IDNC Class and the FTSA Class, as defined above.

Excluded from the Settlement Classes are Defendant, including any of its parents, subsidiaries, affiliates or controlled persons, as well as its officers, directors, agents, servants, and employees, and the immediate family members of such persons, and the judges and staff of the United States District Court for the Northern District of Florida.

5. **Representation of the Settlement Classes.** In entering into this Agreement, the Settlement Classes are represented by Keon Jackson as Class Representative and Reid Hudson, Alexander Hood, and Michael Hartmere of The HQ Firm, P.C. as Class Counsel.
6. **Preliminary Approval.** Class Counsel shall move, with Defendant's consent, for the entry of an order from the Court preliminarily approving this Settlement. To the extent the Court denies preliminary approval of the Settlement, the Settling Parties will negotiate in good faith to modify the Agreement and will endeavor to resolve any issues to the satisfaction of the Court to permit its preliminary approval of the Settlement.
7. **Releases.** Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from, any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of final approval of the Settlement arising from or related to the Released Claims. The Released

Claims include but are not limited to TCPA and FTSA claims brought in the Actions. For the avoidance of doubt, this includes claims arising from the same factual predicate that could be brought under similar state and federal statutes. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties: (i) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of final approval of the Settlement; and (ii) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law. The Settlement Classes will not release claims regarding violations of the TCPA or the FTSA made after the Date of Execution of this Agreement. Each of the releases in this Paragraph may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted or prosecuted with respect to any of the Released Claims. The Parties fully agree that this Agreement may be pleaded as necessary for the purpose of enforcing this Agreement in any court of competent jurisdiction.

8. **Total Payment to the Class.** Defendant agrees to pay \$4,500,000.00 (the “Settlement Fund”) to settle the Released Claims with the Settlement Classes and obtain a Release of the Released Claims in favor of the Released Parties. The Settlement Fund will be used to pay, among other things, approved class member claims. Class Members will be eligible for a cash payment, the amount of which is dependent upon the number of approved claims. The Settlement Fund will also be used to pay attorneys’ fees and reasonable out-of-pocket litigation expenses to Class Counsel, to pay for the service award to the Class Representative, and to pay for the costs and expenses associated with class notice and claims administration through the Class Action Administrator, all as further detailed in Paragraph 15 and subject to approval by the Court (the “Settlement Costs”). Such out-of-pocket expenses may include expenditures made in litigating the action and are not limited to items recoverable as “costs.” Defendant need not segregate funds it pays into the Settlement Fund. The Class Action Administrator shall open a special interest-bearing escrow account or accounts, established for the that purposed as a qualified settlement fund as defined in Section 1.468B-1(a) of the U.S. Treasury Regulations (the “Escrow Account.”). In no event will Defendant’s payment obligations exceed the Settlement Fund.
9. **Timing of Payment of Settlement Fund.** The Settlement Fund shall be funded exclusively by Defendant, in installments, subject to the timing provisions set forth below.
 - a. Defendant shall deposit One Million Dollars (\$1,000,000.00) into the Escrow Account by the later of (a) January 22, 2026, or (b) within twenty-four (24) hours after the Court’s entry of the Preliminary Approval Order approving the Class Settlement and Notice Plan.

- b. Defendant shall deposit an additional One Million Dollars (\$1,000,000.00) into the Escrow Account by the later of (a) June 30, 2026, or (b) thirty (30) days after the Last Date for Opt-Outs and Objectors.
- c. Defendant shall deposit the remaining Two Million Five Hundred Thousand Dollars (\$2,500,000.00) into the Escrow Account by the later of (a) December 31, 2026, or (b) thirty (30) days after the Court's entry of the Final Approval Order.

Defendant shall make all Settlement Fund payments in accordance with the schedule set forth above, subject to the contingencies detailed in Paragraph 17.

In the event Defendant fails to timely make any payment required by this Paragraph, Defendant shall have a ten (10) business-day cure period following written notice from Class Counsel. Any payment made after the applicable due date shall accrue interest from the original due date until paid in full at a rate equal to the greater of (i) eight percent (8%) per annum, or (ii) the maximum rate permitted by law. In addition, Defendant shall be responsible for any reasonable, documented administrative costs incurred as a result of such late payment. Upon full payment of the overdue amount together with accrued interest and applicable costs within the cure period, the payment shall be deemed timely for purposes of this Agreement. All amounts deposited pursuant to this Paragraph shall be held, administered, and distributed in accordance with the terms of this Agreement and subject to Court approval.

10. **Settlement Fund.** The Settlement Fund and any interest earned thereon shall be held in the Escrow Account and constitute the "Settlement Fund." The Settlement Fund will be invested in United States Government Treasury Obligations or United States money market funds. Defendant will not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, use or administration except as expressly otherwise provided in this Agreement. There will be no reduction of the Settlement Fund based on Opt-Out Members. The Settlement will be non-reversionary except as set forth below in Paragraphs 17 and 28. After the Effective Date, no proceeds from the Settlement will revert to Defendant regardless of the claims that are made.

The Releasing Parties will look solely to the Settlement Fund for settlement and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Defendant or the Released Parties.

11. **Amount Paid Per Class Member.** Each Class Member shall receive their share of the Settlement Fund based on the number of messages they received in violation of the TCPA

and/or the FTSA, after deducting the Settlement Costs from the Settlement Fund as described in Paragraph 15.

12. **Taxes.** All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Defendant has no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the Settlement does not become Effective and the Settlement Fund is returned to Defendant. In the event the Settlement does not become Effective and any funds including interest or other income are returned to Defendant, Defendant will be responsible for the payment of all taxes (including any interest or penalties), if any, on said interest or other income in connection with the Settlement Fund. Defendant makes no representations regarding, and will not be responsible for, the tax consequences of any payments made pursuant to this Agreement to Class Counsel or to any Settlement Class Member.
13. **Notice.** The Parties will request that the Court approve “long form” Notices of Proposed Class Action Settlements substantially in the forms attached hereto as Exhibits 1 & 2 (the “Long-Form Notices”), “short form” Notices of Proposed Class Action Settlements substantially in the forms attached hereto as Exhibits 3 & 4 (the “Short-Form Notices”), and “SMS” Notices of Proposed Class Action Settlements substantially in the forms attached hereto as Exhibits 5 & 6 (the “SMS Notices”) along with the Proposed Claim Forms attached hereto as Exhibits 7 & 8 (the “Claim Forms”). Within twenty-one (21) calendar days of the entry of the Court’s Preliminary Approval Order, the Class Action Administrator will cause the SMS Notices to be sent via text message to the telephone numbers listed on the class data provided to the Class Action Administrator by Defendant, and will cause the Short-Form Notices and Claim Forms to be sent via U.S. Mail to the physical addresses listed on the class data provided to the Class Action Administrator by Class Counsel and Defendant.

The Class Action Administrator shall establish and oversee a settlement website (the “Settlement Website”), made available to the Settlement Classes on the date on which it sends the SMS Notices and Short-Form Notices. The Settlement Website shall include, among other things, copies of the Long-Form Notices and Claim Forms, and shall be accessible by members of the Settlement Classes for purposes of submitting claims. The Settlement Website will be accessible for a period of one (1) year after it is first established. All costs of the Settlement Website will be deducted from the Settlement Fund as costs for administering the settlement.

Within thirty (30) days after the filing with the Court of this Agreement and the accompanying motion papers seeking its preliminary approval, the Class Action Administrator will cause notice of the Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

14. **Claim Forms.** Members of the Settlement Classes must submit a fully completed, valid and executed claim form(s) to receive their shares of the Settlement Fund. Claim Forms will be due within ninety (90) days after the Notices are sent to the Settlement Classes (the “Claims Due Date”). The claim form(s) submitted by each member of the Settlement Classes must be signed under oath and affirm that the telephone number(s) identified was the class member’s same telephone number(s) during the Class Period. The Parties shall have the opportunity to review the claim forms and a timeframe in which to make objections. The Class Action Administrator shall provide the Parties with copies of all preliminarily approved claims at least fourteen (14) days before the final approval Hearing. The decision of the Class Action Administrator regarding the validity of claims, following any objection, shall be final and binding.

Each class member who submits an approved claim form shall receive a share of the Settlement Fund, less the amounts to be paid pursuant to Paragraph 15. Any member of the Settlement Classes who does not submit a Claim Form by the Claims Due Date, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund.

15. **The Settlement Costs and Fees.** Subject to the Court’s approval, and payable from the Settlement Fund, Defendant will pay Class Counsel’s attorneys’ fees in an amount equal to 33% of the Settlement Fund before any other deduction, plus reasonable out-of-pocket expenses as set forth in one or more invoices to be provided by Class Counsel. Defendant has also agreed to pay, from the Settlement Fund, the Class Action Administrator’s reasonable fees and expenses for notice and administration of the Settlement, as reflected in invoices submitted in the ordinary course of settlement administration. Further, the Settlement Fund will be used to reimburse the Class Action Administrator for reasonable fees and expenses incurred for notice of class certification, as disseminated by the Class Action Administrator on November 7, 2025. These notice and settlement expenses will be paid from the Settlement Fund as they become due during class notice and settlement administration. In addition, the Class Representative will seek a service award in the amount of \$9,000.00, for services rendered on behalf of the Settlement Classes, to be paid from the Settlement Fund. Defendant will not object to or oppose any of these payments. The awards will be set forth in the Final Approval Order and paid exclusively from the Settlement Fund as provided herein.

16. **Final Approval.** Class Counsel will request a date for a hearing on the fairness, reasonableness and adequacy of this Agreement, no less than one-hundred and twenty-one (121) days from entry the Preliminary Approval Order (the “Final Approval Hearing”). At the Final Approval Hearing, the Class Representative and Class Counsel shall request that the Court enter an order finally approving the settlement.
17. **Rescission.** If the Court does not approve this Agreement in all material respects, or if such approval is modified in or set aside on appeal in any material respects, or if the number of Opt-Out Members equals or exceeds one percent (1%) of the total number of Settlement Class Members, or if the Court does not enter final approval, or if any judgment approving this Agreement is materially modified or set aside on appeal, or if all of the conditions for the Effective Date do not occur, then this Agreement may be rescinded by Defendant or by Class Representative on behalf of the Settlement Class by written notice to the Court and to counsel for the other Settling Party filed and served within ten (10) business days of the entry of an order not granting court approval or having the effect of disapproving or materially modifying the terms of this Agreement. A modification or reversal on appeal of any amount of the Settlement Fund that the Court authorizes to be used to pay Class Representative’s fees or litigation expenses shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such final judgment order.

If the Settlement or Agreement is rescinded for any of the above reasons, then the balance of the Settlement Fund will be promptly returned to Defendant, and the Settling Parties will be restored to their respective positions in the Actions as of the Date of Execution. If the Settlement or Agreement is rescinded after any portion of the Settlement Fund has been disbursed to Settlement Class Members, that amount shall be credited against any future judgment or award obtained against Defendant in this Action.

In the event of rescission, the Actions will proceed as if this Agreement had never been executed and this Agreement, and representations or agreements made in conjunction with this Agreement, may not be used in the Actions or otherwise for any purpose, except that any payments made pursuant to the Settlement may be considered solely for purposes of restitution, credit, or equitable adjustment and shall not constitute an admission of liability, wrongdoing, or damages by Defendant. Defendant and Class Representative expressly reserve all rights if the Agreement does not become Effective or if it is rescinded by either Defendant or Class Representative, including, but not limited to, any defenses. The Settling Parties agree that pending deadlines shall be tolled for the period from December 22, 2025, until the date this Settlement or Agreement is rescinded.

Defendant warrants and represents that it is not “insolvent” within the meaning of applicable bankruptcy laws as of the time this Agreement is executed, and, will be deemed

to warrant and represent, that it is not “insolvent” within the meaning of applicable bankruptcy laws at the time that payments of the Settlement Fund are actually transferred or made to the Escrow Account. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the actual transfer of the Settlement Fund, or any portion thereof, by or on behalf of Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the U.S. Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Defendant, then, at the election of Class Counsel, the settlement may be terminated and the releases given and the judgment entered pursuant to the Settlement shall be null and void.

The Settling Parties’ rights to terminate this Agreement and withdraw from this Agreement are a material term of this Agreement.

Defendant reserves all of its legal rights and defenses with respect to any claims brought by potential Opt-Out Members.

18. **Effective Date.** This Agreement will become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.
19. **No Admission.** This Agreement and any actions taken to carry out the Settlement are not intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or point of fact or law on the part of any party. Neither this Agreement, nor the fact of Settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendant, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.
20. **Confidential.** The Settling Parties reached the Agreement after considering the risks and costs of litigation. The Settling Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. The terms of the settlement continue to be subject to FRE 408 and must be kept strictly confidential until a motion for preliminary approval is filed—except as agreed in writing by the Settling Parties or as necessary or advisable for Defendant to meet any financial reporting obligations and its obligations to any lender or creditor in the reasonable discretion of its legal counsel, including, but not limited to, any press release that the Companies may issue disclosing the existence of the Settlement and the Settlement Fund.
21. **Future Compliance.** Defendant agrees it will implement and maintain policies, procedures, systems, and training specifically designed to ensure ongoing compliance with

the TCPA (and all FCC regulations promulgated thereunder) and the FTSA. These measures include:

- a. The use of calling and texting systems that comply with applicable federal and state requirements;
- b. Record-keeping processes sufficient to document compliance, consent, STOP requests, opt-out processing, and maintenance of an internal do-not-call list;
- c. Employee training programs that address the requirements of the TCPA, FTSA, and Defendant's internal compliance protocols;
- d. Mechanisms to ensure timely and reliable processing of opt-out requests; and,
- e. Oversight of agents involved in any call or text outreach.

22. **Class Action Settlement and Claims Administrator.** Kroll, LLC shall serve as the Class Action Administrator and will issue the class notices, maintain the settlement website, maintain a toll-free telephone number dedicated to this case, receive the claim forms, assist class members in completing and submitting forms, provide a list of accepted and rejected claims to counsel for the Parties, and issue payment to all members of the Settlement Classes who submit timely, valid and approved claim forms. The Class Action Administrator shall report on the number of class member claim forms submitted within ten (10) days after the deadline for submission of claim forms. Upon written request to the Class Action Administrator, the Parties will have the opportunity to review the list of claims and claim forms. Should there be any objection to a claim form, the Parties agree to attempt to resolve, in good faith, any issue about the effectiveness or validity of those claims, including through negotiating a process to permit claimants to resolve contested issues as to the completeness of claim forms. If a dispute cannot be resolved between them, the Parties agree to submit the matter to the Class Action Administrator. The decision of the Class Action Administrator regarding the validity of claims, following any objection, shall be final and binding.

23. **Payment of Fees, Costs, and Expenses.** Upon the Court's entry of the Final Approval Order, the Class Action Administrator shall pay from the Settlement Fund the amount of the attorneys' fees, costs, and expenses, and the service award approved by the Court in the Final Approval Order. Payment of the attorneys' fees, costs, and expenses shall be made by wire transfer to "The HQ Firm, P.C." pursuant to the instructions to be provided to the Class Action Administrator. Additionally, the Class Action Administrator shall pay from the Settlement Fund the costs and expenses associated with class notice and claims administration approved by the Court in the Final Approval Order.

24. **Classes Enjoined.** Upon entry of the Final Approval Order, all members of the Settlement Classes who did not exclude themselves as required by the Long-Form Notices (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee,

predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurer) will be barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Released Parties about or regarding in any way the Released Claims.

25. **Cooperation.** Class Representative, Class Counsel, and Defendant agree to cooperate fully with one another to effect the consummation of this Agreement and to achieve the settlement provided for herein.

26. **Agreement Contingent Upon Entry of Final Approval Order.** If the Court refuses to grant final approval of the terms of the settlement set forth herein, or if the Court's Final Approval Order is reversed or substantially modified on appeal in a manner which is not acceptable to all Parties, then this Agreement shall be null and void and no stipulation, representation, or assertion of fact made in this Agreement may be used against any Party. No Party to this Agreement, absent any substantive change by the Court, shall appeal the approval of this Settlement Agreement by the Court.

27. **Exclusions and Objections.**

a. Requests for exclusion to the Agreement or settlement shall be sent, no later than 45 days after the dissemination of the notices detailed in Paragraph 13, to:

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c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of any Settlement Class members or multiple Settlement Class members where the request for exclusion has not been signed by each and every individual Settlement Class Member will not be allowed.

b. Objectors cannot exclude themselves from the Classes and must file objection(s) with the Court no later than forty-five (45) days after the dissemination of the notices detailed in Paragraph 13 of this Agreement, with copies sent to Class Counsel and Defendant's counsel postmarked by that same date.

28. **Court Submission.** Class Counsel and Defendant's counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval. If the Court does not preliminarily approve this

Settlement, or if the Court does not approve this Agreement in all material respects, or if such approval is modified in or set aside on appeal in any material respects, or if the Court does not enter final approval, or if any judgment approving this Agreement is materially modified or set aside on appeal, then this Agreement will terminate upon the Court's entry of an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

If the Settlement or Agreement is terminated in accordance with the Paragraph above, then the balance of the Settlement Fund will be promptly returned to Defendant. If the Settlement or Agreement is terminated before payment of claims to Settlement Class Members, then the Settling Parties will be restored to their respective positions in the Actions as of the Date of Execution. If the Settlement or Agreement is rescinded after any portion of the Settlement Fund has been disbursed to Settlement Class Members, that amount shall be credited against any future judgment or award obtained against Defendant in this Action.

29. **Integration Clause.** This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by adequate consideration as confirmed in writing.
30. **Headings.** Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.
31. **Warranties.** The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have had the opportunity to receive independent legal counsel with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party(ies) for which he or she is signing.
32. **Governing Law.** The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Florida, without regard to its conflict of laws or choice of laws provisions.
33. **Mutual Interpretation.** The Parties agree and stipulate that this Settlement was negotiated on an "arm's-length" basis between Parties of equal bargaining power. This Agreement is

not one of adhesion, is mutually created and no ambiguity shall be construed in favor of or against any of the Parties.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures transmitted by email are acceptable for the execution of this Agreement and shall be treated as if original signatures.
35. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect—by written stipulation to be filed with the Court within twenty (20) days—to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.
36. **Jurisdiction.** The Parties agree that the Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys' fees and costs pursuant hereto, and to supervise the administration of and the distribution of money funded pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth underneath their respective signatures

DATED: 1/28/2026

ATHENA BITCOIN INC.

By: Matias Goldenhorn

Matias Goldenhorn

Its: CEO

DATED: _____

KEON JACKSON

DATED: _____

CLASS COUNSEL

By: _____

The HQ Firm, P.C

Michael Hartmere

Reid Hudson

Alexander Hood

DATED: 1/28/2026 | 09:29:26 PST

COUNSEL FOR ATHENA BITCOIN, INC.

By: ^{Signed by:} Houston S. Park III
70BCAUC0243B2479...

Houston Park

Krystina Machado

Ayesa Conger

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth underneath their respective signatures

DATED: _____

ATHENA BITCOIN INC.

By: _____

Its: _____

DATED: 1/26/2026

KEON JACKSON

Keon Jackson

DATED: 1/26/2026

CLASS COUNSEL

By: *Michael Hartmere*

The HQ Firm, P.C

Michael Hartmere

Reid Hudson

Alexander Hood

DATED: _____

COUNSEL FOR ATHENA BITCOIN, INC.

By: _____

Houston Park

Krystina Machado

Ayesa Conger

Exhibit 1:
IDNC Long-Form Notice

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

If, between August 20, 2020 and August 20, 2024, you received text messages from Athena Bitcoin, Inc. after sending a “stop” request, you may be able to receive a cash payment from a class action settlement.

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been reached in a class action lawsuit against Athena Bitcoin, Inc. (“Athena”). Class Representative Keon Jackson alleged in a class action lawsuit that Athena sent, or caused to be sent, telemarketing text messages to people who requested that those messages stop.
- You are an “IDNC Settlement Class Member” if you were a residential telephone subscriber between August 20, 2020 and August 20, 2024, and during that time sent the message “stop” to Athena but received at least two text messages from Athena more than 30 days after.
- If you are an IDNC Settlement Class Member, you may submit a timely and valid Claim Form to receive a cash payment or proceed with one of the options outlined below:

This Notice may affect your rights. Please read it carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM FORM	Submit a timely and valid Claim Form, as instructed below. Submitting a Claim Form allows you to receive your share of the Settlement Fund.	Submitted or Postmarked by MONTH DD, 20YY
ASK TO BE EXCLUDED	Submit a written request to be excluded, as instructed below. Receive nothing from the Settlement but maintain your right to file a separate lawsuit regarding the legal claims at issue.	Postmarked by MONTH DD, 20YY
OBJECT TO THE SETTLEMENT	File a timely objection to the Court, Class Counsel, and Defendant’s Counsel, as instructed below. Stay a Settlement Member but tell the Court which parts of the Settlement you object to.	Filed by MONTH DD, 20YY
DO NOTHING	Get no Settlement benefits, while still being bound by the Settlement. By doing nothing, you lose the opportunity to submit a Claim Form for potential payment but will still be considered a part of the IDNC Settlement Class who have resolved their claims against Athena.	

Your rights and options, and the deadlines to exercise them, are explained in this Notice.

The court presiding over this class action must decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to IDNC Settlement Class Members unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

The Court authorized this Notice because you have a right to know about the Settlement of this class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. District Judge Mark E. Walker of the United States District Court for the Northern District of Florida is overseeing this lawsuit. The lawsuit is titled *Jackson v. Athena Bitcoin, Inc.*, Civil Action No. 4:24-cv-331-MW/MJF.

2. What is this lawsuit about?

This class action lawsuit alleges that Class Representative Keon Jackson, and other persons nationwide, received two or more text messages from Athena, selling goods or services, more than 30 days after the text recipient sent a message to Athena saying “stop.” The lawsuit alleges that Athena violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), because that law prohibits sending telemarketing text messages to people after they have requested that those messages stop.

3. What is a class action and who is involved?

In a class action, a person called the “Class Representative,” (in this case, Keon Jackson), sues on behalf of a group (or groups) of people who have similar legal claims. The people collectively are called a “Class,” and each person is called a “Class Member.” The individual who sues—and all of the Class Members—are called the “Plaintiffs.” The entity or company they sue, (in this case, Athena Bitcoin, Inc.), is called the “Defendant.” In a class action lawsuit like this one, the Court resolves the issues and legal claims in the lawsuit for all Class Members, **except** for those who exclude themselves from the Class.

Once a settlement is reached, the Class Members become the “IDNC Settlement Class Members” and the Settlement structures the detail of the case resolution and the “IDNC Settlement Class”, pending approval by the Court.

Additional information about the Court’s reasons for allowing this lawsuit to proceed as a class action is set forth in the Court’s Order, dated June 18, 2025, which is available at www.athenabitcoinTCPAlitigation.com in the Documents section.

THE LEGAL CLAIMS IN THE LAWSUIT

4. What are the Plaintiff's legal claims in this lawsuit?

The legal claims that are made by Class Representative in this lawsuit are described above in Question 2. For additional information, you may read a copy of Plaintiff's Class Action Complaint, available at www.athenabitcoinTCPAlitigation.com in the Documents section.

5. What does Athena say about the Plaintiff's legal claims?

Athena denies that it did anything wrong or violated any law. Specifically, it alleges that it did not violate federal law when sending the text messages because (1) it did not use prohibited dialing equipment to send the messages; and (2) it made a good-faith effort to comply with the law. You can read a copy of Athena's Answer to Plaintiff's Amended Class Action Complaint, available at www.athenabitcoinTCPAlitigation.com in the Documents section.

6. Did the Court decide who is right?

The Court has not decided whether Class Representative or Athena is correct or who is the winning party. Instead, Class Representative and Athena have reached a settlement after considering the risk, cost, and time of continuing the lawsuit through trial and potential appeals.

7. Why is there a Settlement?

As discussed in paragraph 6, the Court has not yet decided in favor of either Party. Accordingly, Class Representative and Athena have both considered the risks and uncertainty that comes with continuing the lawsuit along with the additional time litigation would necessitate and agreed to a Settlement that is in the best interest of the IDNC Settlement Class Members.

WHO IS INCLUDED IN THE IDNC SETTLEMENT CLASS

8. Am I part of the IDNC Settlement Class?

You are an IDNC Settlement Class member if you are a residential telephone subscriber that falls within the IDNC Settlement Class. The IDNC Settlement Class, as defined by the Court, includes:

All persons in the United States (1) to whom Athena delivered, or caused to be delivered, more than one text message promoting goods or services within any 12-month period, (2) more than 30 days after receiving a message consisting solely of the word ‘STOP’, (3) between August 20, 2020, to August 20, 2024, (4) excluding business numbers.

If you have (or had) a telephone number that appeared in Athena’s text message records, you may have received a text message and/or a postcard identifying you as a potential class member and notifying you of this lawsuit prior to this Notice.

If you did not receive a text message or a postcard, you may still be part of the IDNC Settlement Class if your telephone number appears in Athena’s records. You may be able to obtain your telephone bill and/or records from your telephone carrier, but you do not need to submit that information at this time. If you have any questions about how to obtain this information, or if you are still not sure if you are included in the IDNC Settlement Class, you may go to www.athenabitcoinTCPAlitigation.com, or call the Class Action Administrator toll-free at XXX-XXX-XXXX. You may also receive free help by calling Class Counsel, the lawyers in this lawsuit, at the telephone number in Question 28.

9. Who is initially excluded from the Settlement?

Excluded from the IDNC Settlement Class are Athena, including any of its parents, subsidiaries, affiliates, or controlled persons, as well as their officers, directors, agents, servants, and employees, and the immediate family members of such persons and the judges and staff of the United States District Court for the Northern District of Florida.

SETTLEMENT BENEFITS: WHAT YOU QUALIFY FOR

10. What does the Settlement provide?

Athen has agreed to create a Settlement Fund of \$4,500,000.00.

If you are an IDNC Settlement Class Member and you submit a timely and valid Claim form, you may be eligible to receive a cash payment of the Settlement Fund after the following items are deducted from the Settlement Fund: attorneys’ fees and expenses awarded by the Court, Class Representative service award determined by the Court, and costs and expenses associated with class notice and administration of the Settlement.

The actual amount paid to each IDNC Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. The actual amount each participating member of the IDNC Settlement Class will receive may be more or less depending on the number of Settlement Class Members who submit timely, valid claims. Cash payments will not be provided to IDNC Settlement Class Members unless and until the Court approves the Settlement and it becomes final.

11. What am I giving up by staying in the IDNC Settlement Class to receive a cash payment?

By remaining in the IDNC Settlement Class, all Court orders and any judgments will apply to you and legally bind you upon final approval of the Settlement. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims." Unless you exclude yourself, as explained below, you will remain in the IDNC Settlement Class.

12. What are the Released Claims?

Section 6 of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read those sections carefully.

The Settlement Agreement is available at www.athenabitcoinTCPAlitigation.com in the Documents section. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Questions 23 and 28 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I make a claim for a cash payment?

Your Claim Form must be submitted online at www.athenabitcoinTCPAlitigation.com by **MONTH DD, 20YY**, or mailed to the Class Action Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available by **calling 1-XXX-XXX-XXXX** or by writing to:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Class Action Administrator of your updated information. You may notify the Class Action Administrator of any changes by writing to:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

15. What happens if my contact information changes after I submit a Claim Form?

If you file a timely and valid Claim Form, cash payments will be provided by the Class Action Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.athenabitcoinTCPAlitigation.com for updates. The Settlement Website is your best source of up to date information.

YOUR RIGHTS AND OPTIONS

You have a choice to make now about whether to stay in the IDNC Settlement Class or pursue one of your other options.

16. What happens if I do nothing?

If you are an IDNC Settlement Class Member, by doing nothing you will remain in the IDNC Settlement Class but you will not receive a cash payment. Despite not

receiving payment out of the Settlement Fund, you will still Release Claims as described in paragraph 12 above. This means by doing nothing, you will not receive any payment but will not be able to file your own lawsuit or continue to sue Athena for any of the legal claims subject to this class action. This means that if you do nothing, you may not be able to sue Athena for the TCPA violations related to the text messages you may have received between August 20, 2020 and August 20, 2024. You will also be legally bound by all of the Orders the Court issues and any judgments the Court may make in this class action.

17. Why would I ask to be excluded?

If you already have filed, or want to file, your own lawsuit against Athena for the same types of text messages it sent during the same time period, and want to continue pursuing your individual lawsuit, you need to ask to be excluded from the IDNC Settlement Class. If you exclude yourself from the IDNC Settlement Class—sometimes referred to as “opting-out” of the Class—you will not get any money or benefits from this class action as a result of the settlement between the Plaintiff/Class Representative and Athena. However, you will be able to continue to pursue your own lawsuit, or separately file your own lawsuit, against Athena for the text messages that are at issue in this class action. If you exclude yourself from the IDNC Settlement Class, you will not be legally bound by the Court’s judgments in this class action. If you start your own lawsuit against Athena after excluding yourself from this Class, you will need to hire and pay your own lawyer for your lawsuit (if needed), and you will need to prove your individual legal claim(s).

18. How do I ask to be excluded from the IDNC Settlement Class?

To exclude yourself from the Class, you must mail a written request for exclusion stating that you want to be excluded from *Jackson v. Athena Bitcoin, Inc.*, Civil Action No. 4:24-cv-331-MW/MJF.

Your request for exclusion must include:

- 1) your name and address,
- 2) the telephone number that received the text messages at issue in this lawsuit, and
- 3) your signature.

Your exclusion request must be **mailed** to the Class Action Administrator at the following address **postmarked** by **MONTH DD, 20YY**:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You cannot opt out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of IDNC Settlement Class members or multiple IDNC Settlement Class members where the request for exclusion hasn't been signed by each and every individual IDNC Settlement Class Member will not be allowed.

19. If I exclude myself from the IDNC Settlement Class, can I get anything from the Settlement?

No. If you exclude yourself, you will not be able to receive a cash payment, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get a cash payment if you remain in the IDNC Settlement Class and submit a timely and valid Claim Form.

20. If I do not exclude myself from the IDNC Settlement Class, can I sue Athena for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves, and you remain bound by the Releases relating to the lawsuit. If you have a separate pending lawsuit against Athena, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are an IDNC Settlement Class member, you can tell the Court you do not agree with all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **MONTH DD, 20YY**, with copies sent to Class Counsel and Defendant's Counsel postmarked by **MONTH DD, 20YY**, stating you object to the Settlement in *Jackson v. Athena Bitcoin, Inc.*, Case No. 4:24-cv-331-MW/MJF.

To file an objection, you cannot exclude yourself from the IDNC Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number(s), and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection (if any);
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel and/or lawyer's law firm have objected to a class action settlement within the preceding (5) years;
- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- 7) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court by **MONTH DD, 20YY**.

Court	Class Counsel	Defendant's Counsel
U.S. District Court for the Northern District of Florida. Joseph Woodrow Hatchett United States Courthouse and Federal Building. Attn: District Judge Mark E. Walker. <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 111 N. Adams Street, Tallahassee, FL 32301-7730	The HQ Firm, P.C. Attn: Reid Hudson, Alexander Hood, and Michael Hartmere <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 7533 S Center View Ct #4424 West Jordan, UT 84084	Freeman Mathis & Gary, LLP Attn: Houston S. Park III, Krystina N. Machado, and Ayesa N. Conger. <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 9130 S. Dadeland Blvd. Suite 2000 Miami, FL 33156

If you fail to comply with the requirements for objecting as detailed above, you will waive and forfeit any rights you may have to appear separately and/or to object to the Settlement, and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments entered in the lawsuit.

22. What is the difference between objecting and asking to be excluded (or opting out)?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the IDNC Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement, also known as asking to be excluded from the Settlement, is telling the Court you do not want to be part of the IDNC Settlement Class or the Settlement. If you opt out, you cannot also object to the Settlement.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this lawsuit?

The Court has appointed a team of lawyers from the law firm The HQ Firm, P.C. to represent the IDNC Settlement Class. They are called “Class Counsel.” They are experienced in handling similar class action lawsuits and legal claims.

24. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf in this lawsuit and was appointed by the Court to do so. If you want someone else to represent you in this lawsuit, you may hire your own lawyer at your own expense.

25. How will Class Counsel be paid?

You will not personally pay Class Counsel. Class Counsel will file a motion asking the Court to award attorneys' fees in an amount equal to 33% of the Settlement Fund. Class Counsel will also ask the Court to award the costs it has incurred litigating this case, a service award for the Class Representative, and the costs of administering the Settlement. If awarded by the Court, the attorneys' fees and costs will be paid from the Settlement Fund. The Court may also award less than the amounts Class Counsel asks for.

Class Counsel's application for the attorneys' fees and costs will be made available on the Settlement Website at www.athenabitcoinTCPAlitigation.com.

THE FINAL APPROVING HEARING

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY**, at **XX:XX** a.m./p.m. before the Honorable Mark E. Walker at the United States District Court for the Northern District of Florida, Joseph Woodrow Hatchett United States Courthouse and Federal Building, 111 N. Adams Street, Tallahassee, FL 32301-7730. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement and Class Counsel’s application for attorneys’ fees, Class Representative incentive award, and costs.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the IDNC Settlement Class. The Court may also decide to hold the

hearing via video conference or by telephone. You should check the Settlement Website www.athenabitcoinTCPAlitigation.com for updates and to confirm the date, time, and format of the Final Approval Hearing has not changed.

27. Do I need to attend the Final Approval Hearing?

You do not need to attend the Final Approval Hearing. Class Counsel will represent you there and will answer any questions the Court may have. You are welcome to attend at your own expense.

GETTING MORE INFORMATION

28. Where can I get more information?

This Notice summarizes the proposed Settlement. Complete details about the Settlement, the class action, and relevant Court Orders can be found at the website www.athenabitcoinTCPAlitigation.com. The website will be updated with the most current information about the lawsuit as it becomes available.

You may also get additional information by calling toll-free at XXX-XXX-XXXX, or by writing to:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You may also call Class Counsel at XXX-XXX-XXXX if you have further questions.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S
CLERK OFFICE REGARDING THIS NOTICE. THEY CANNOT ANSWER
QUESTIONS ABOUT THIS LAWSUIT.**

Exhibit 2:
FTSA Long-Form Notice

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

If you were a Florida resident between July 1, 2021 and August 20, 2024, and during that time you received a text message from Athena Bitcoin, Inc. after sending a “stop” request, you may be able to receive a cash payment from a class action settlement.

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been reached in a class action lawsuit against Athena Bitcoin, Inc. (“Athena”). Class Representative Keon Jackson alleged in a class action lawsuit that Athena sent, or caused to be sent, telemarketing text messages to people who requested that those messages stop.
- You are an “FTSA Settlement Class Member” if you were a Florida resident between July 1, 2021 and August 20, 2024, and during that time sent the message “stop” to Athena but received at least one text message from Athena more than 15 days after.
- If you are an FTSA Settlement Class Member, you may submit a timely and valid Claim Form to receive a cash payment or proceed with one of the options outlined below:

This Notice may affect your rights. Please read it carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM FORM	Submit a timely and valid Claim Form, as instructed below. Submitting a Claim Form allows you to receive your share of the Settlement Fund.	Submitted or Postmarked by MONTH DD, 20YY
ASK TO BE EXCLUDED	Submit a written request to be excluded, as instructed below. Receive nothing from the Settlement but maintain your right to file a separate lawsuit regarding the legal claims at issue.	Postmarked by MONTH DD, 20YY
OBJECT TO THE SETTLEMENT	File a timely objection to the Court, Class Counsel, and Defendant’s Counsel, as instructed below. Remain an FTSA Settlement Class Member but tell the Court which parts of the Settlement you object to.	Filed by MONTH DD, 20YY
DO NOTHING	Get no Settlement benefits, while still being bound by the Settlement. By doing nothing, you lose the opportunity to submit a Claim Form for potential payment but will still be considered a part of the FTSA Settlement Class who have resolved their claims against Athena.	

Your rights and options, and the deadlines to exercise them, are explained in this Notice.

The court presiding over this class action must decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to FTSA Settlement Class Members unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

The Court authorized this Notice because you have a right to know about the Settlement of this class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. District Judge Mark E. Walker of the United States District Court for the Northern District of Florida is overseeing this lawsuit. The lawsuit is titled *Jackson v. Athena Bitcoin, Inc.*, Civil Action No. 4:24-cv-331-MW/MJF.

2. What is this lawsuit about?

This class action lawsuit alleges that Plaintiff Keon Jackson, and other Florida residents or persons in Florida, received one or more text messages from Athena, selling goods or services, more than 15 days after the text recipient sent a message to Athena saying “stop.” This class action alleges that Athena violated the Florida Telephone Solicitation Act, Fla. Stat. § 501.059(5)(a) (“FTSA”), because that law prohibits sending telemarketing text messages to people after they have requested that those messages stop.

3. What is a class action and who is involved?

In a class action, a person called the “Class Representative,” (in this case, Keon Jackson), sues on behalf of a group (or groups) of people who have similar legal claims. The people collectively are called a “Class,” and each person is called a “Class Member.” The individual who sues—and all of the Class Members—are called the “Plaintiffs.” The entity or company they sue, (in this case, Athena Bitcoin, Inc.), is called the “Defendant.” In a class action lawsuit like this one, the Court resolves the issues and legal claims in the lawsuit for all Class Members, **except** for those who exclude themselves from the Class.

Once a proposed settlement is reached, the Class Members become the “FTSA Settlement Class Members” and the Settlement structures a case resolution to be approved by the Court.

Additional information about the Court’s reasons for allowing this lawsuit to proceed as a class action is set forth in the Court’s Order granting class certification, dated

June 18, 2025, which is available at www.athenabitcoinTCPAlitigation.com in the Documents section.

THE LEGAL CLAIMS IN THE LAWSUIT

4. What are the Class Representative's legal claims in this lawsuit?

The legal claims that are made by Class Representative in this lawsuit are described above in Question 2. For additional information, you may read a copy of Plaintiff's Amended Class Action Complaint, available at www.athenabitcoinTCPAlitigation.com in the Documents section.

5. What does Athena say about the Class Representative's legal claims?

Athena denies that it did anything wrong or violated any law. You can read a copy of Athena's Answer to Plaintiff's Amended Class Action Complaint, available at www.athenabitcoinTCPAlitigation.com in the Documents section.

6. Did the Court decide who is right?

The Court has decided that the messages Athena sent violate the FTSA and that Athena is liable for those violations. However, the Court has not ruled on how much money/damages Athena owes. As such, Class Representative and Athena have reached a settlement after considering the risk, cost, and time of continuing the lawsuit through trial and potential appeals.

7. Why is there a settlement?

Class Representative and Athena have both considered the risks and uncertainty that comes with continuing the lawsuit along with the additional time litigation would require and agreed to a settlement that is in the best interest of the FTSA Settlement Class Members.

WHO IS INCLUDED IN THE FTSA SETTLEMENT CLASS

8. Am I part of the FTSA Settlement Class?

You are an FTSA Settlement Class Member if you were a Florida resident between July 1, 2021 and August 20, 2024, and during that time you received one or more text messages from Athena, promoting its goods or services, more than 15 days after you sent a text message saying "stop" to Athena.

The FTSA Settlement Class, as defined by the Court, includes:

All Florida residents (1) with telephone numbers having a Florida area code, (2) to whom Athena delivered, or caused to be delivered, one or more text messages promoting goods or services, (3) more than 15 days after receiving a message consisting solely of the word ‘STOP’, (4) between July 1, 2021, to August 20, 2024.

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SETTLEMENT BENEFITS: WHAT YOU QUALIFY FOR

10. What does the Settlement provide?

Athena has agreed to create a “Settlement Fund” of \$4,500,000.00.

If you are an FTSA Settlement Class Member and you submit a timely and valid Claim form, you may be eligible to receive a cash payment of the Settlement Fund after the following items are deducted from the Settlement Fund: attorneys’ fees and

expenses awarded by the Court, Class Representative service award determined by the Court, and costs and expenses associated with class notice and administration of the Settlement.

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It may take time for the Settlement to be approved and become final. Please be patient and check www.athenabitcoinTCPAlitigation.com for updates. The Settlement Website is your best source for up to date information.

15. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Class Action Administrator of your updated information. You may notify the Class Action Administrator of any changes by writing to:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

YOUR RIGHTS AND OPTIONS

You have a choice to make now about whether to stay in the FTSA Settlement Class or pursue one of your other options.

16. What happens if I do nothing?

If you are an FTSA Settlement Class Member, by doing nothing you will remain in the FTSA Settlement Class but you will not receive a cash payment. Despite not receiving payment out of the Settlement Fund, you will still be bound by the Releases and Released Claims as described in paragraph 12 above. This means by doing nothing, you will not receive any payment but will not be able to file your own lawsuit or continue to sue Athena for any of the legal claims subject to this class action. Thus, if you do nothing, you may not be able to sue Athena for the FTSA violations related to the text messages you may have received between July 1, 2021 and August 20, 2024. You will also be legally bound by all of the Orders the Court issues and any judgments the Court may make in this class action.

17. Why would I ask to be excluded?

If you already have filed, or want to file, your own lawsuit against Athena for the same types of text messages it sent during the same time period, and want to continue pursuing your individual lawsuit, you need to ask to be excluded from the FTSA Settlement Class. If you exclude yourself from the FTSA Settlement Class—sometimes referred to as “opting-out” of the Class—you will not get any money or benefits from this class action as a result of the settlement between the Plaintiff/Class Representative and Athena. However, you will be able to continue to pursue your own lawsuit, or separately file your own lawsuit, against Athena for the text messages that are at issue in this class action. If you exclude yourself from the FTSA Settlement Class, you will not be legally bound by the Court’s judgments in this class action. If you start your own lawsuit against Athena after excluding yourself from this FTSA Settlement Class, you will need to hire and pay your own lawyer for your lawsuit (if needed), and you will need to prove your individual legal claim(s).

18. How do I ask to be excluded from the FTSA Settlement Class?

To exclude yourself from the Class, you must mail a written request for exclusion stating that you want to be excluded from *Jackson v. Athena Bitcoin, Inc.*, Civil Action No. 4:24-cv-331-MW/MJF.

Your request for exclusion must include:

- 1) your name and address,
- 2) the telephone number that received the text messages at issue in this lawsuit, and
- 3) your signature.

Your exclusion request must be **mailed** to the Class Action Administrator at the following address **postmarked** by **MONTH DD, 20YY**:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You cannot opt out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of FTSA Settlement Class members or multiple FTSA Settlement Class members where the request for exclusion hasn't been signed by each and every individual FTSA Settlement Class Member will not be allowed.

19. If I exclude myself from the FTSA Settlement Class, can I get anything from the Settlement?

No. If you exclude yourself, you will not be able to receive a cash payment, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get a cash payment if you remain in the FTSA Settlement Class and submit a timely and valid Claim Form.

20. If I do not exclude myself from the FTSA Settlement Class, can I sue Athena for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves, and you remain bound by the Releases relating to the lawsuit. If you have a separate pending lawsuit against Athena, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are an FTSA Settlement Class member, you can tell the Court you do not agree with all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **MONTH DD, 20YY**, with copies sent to Class Counsel and Defendant's Counsel postmarked by **MONTH DD, 20YY**, stating you object to the Settlement in *Jackson v. Athena Bitcoin, Inc.*, Case No. 4:24-cv-331-MW/MJF.

To file an objection, you cannot exclude yourself from the FTSA Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number(s), and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection (if any);
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the

lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel and/or lawyer's law firm have objected to a class action settlement within the preceding (5) years;

6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and

7) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court by **MONTH DD, 20YY.**

Court	Class Counsel	Defendant's Counsel
U.S. District Court for the Northern District of Florida. Joseph Woodrow Hatchett United States Courthouse and Federal Building. Attn: District Judge Mark E. Walker. <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 111 N. Adams Street, Tallahassee, FL 32301-7730	The HQ Firm, P.C. Attn: Reid Hudson, Alexander Hood, and Michael Hartmere <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 7533 S Center View Ct #4424 West Jordan, UT 84084	Freeman Mathis & Gary, LLP Attn: Houston S. Park III, Krystina N. Machado, and Ayesa N. Conger. <i>Re: Objection in Jackson v. Athena Bitcoin Inc.</i> 9130 S. Dadeland Blvd. Suite 2000 Miami, FL 33156

If you fail to comply with the requirements for objecting as detailed above, you will waive and forfeit any rights you may have to appear separately and/or to object to the Settlement, and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments entered in the lawsuit.

22. What is the difference between objecting and asking to be excluded (or opting out)?

Objecting is simply telling the Court you do not like something about the Settlement, the Class Representative incentive award, or the requested attorneys' fees and costs. You can object only if you remain in the FTSA Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement, also known as asking to

be excluded from the Settlement, is telling the Court you do not want to be part of the FTSA Settlement Class or the Settlement. If you opt out, you cannot also object to the Settlement.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this lawsuit?

The Court has appointed a team of lawyers from the law firm The HQ Firm, P.C. to represent the FTSA Settlement Class. They are called “Class Counsel.” They are experienced in handling similar class action lawsuits and legal claims.

24. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf in this lawsuit and was appointed by the Court to do so. If you want someone else to represent you in this lawsuit, you may hire your own lawyer at your own expense.

25. How will Class Counsel be paid?

You will not personally pay Class Counsel. Class Counsel will file a motion asking the Court to award attorneys' fees in an amount equal to 33% of the Settlement Fund. Class Counsel will also ask the Court to award the costs it has incurred litigating this case, a service award for the Class Representative, and the costs of administering the Settlement. If awarded by the Court, the attorneys' fees and costs will be paid from the Settlement Fund. The Court may also award less than the amounts Class Counsel asks for.

Class Counsel's application for the attorneys' fees, Class Representative incentive award, and costs will be made available on the Settlement Website at www.athenabitcoinTCPAlitigation.com.

THE FINAL APPROVING HEARING

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY**, at **XX:XX** a.m./p.m. before the Honorable Mark E. Walker at the United States District Court for the Northern District of Florida, Joseph Woodrow Hatchett United States

Courthouse and Federal Building, 111 N. Adams Street, Tallahassee, FL 32301-7730. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement and Class Counsel's application for attorneys' fees, Class Representative incentive award, and costs.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the FTSA Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.athenabitcoinTCPAlitigation.com for updates and to confirm the date, time, and format of the Final Approval Hearing has not changed.

27. Do I need to attend the Final Approval Hearing?

You do not need to attend the Final Approval Hearing. Class Counsel will represent you there and will answer any questions the Court may have. You are welcome to attend at your own expense.

GETTING MORE INFORMATION

28. Where can I get more information?

This Notice summarizes the proposed Settlement. Complete details about the Settlement, the class action, and certain Court orders can be found at the website www.athenabitcoinTCPAlitigation.com. The website will be updated with the most current information about the lawsuit as it becomes available.

You may also get additional information by calling toll-free at **XXX-XXX-XXXX**, or by writing to:

Jackson v. Athena Bitcoin, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You may also call Class Counsel at **XXX-XXX-XXXX** if you have further questions.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S
CLERK OFFICE REGARDING THIS NOTICE. THEY CANNOT ANSWER
QUESTIONS ABOUT THIS LAWSUIT.**

Exhibit 3:
IDNC Short-Form Notice

Court-Ordered Legal Notice

This Notice may affect your legal rights. Please read it carefully.

Important Legal Notice authorized by the United States District Court for the Northern District of Florida about a Settlement in a Class Action Case Lawsuit.

If, between August 20, 2020 and August 20, 2024, you received text messages from Athena Bitcoin, Inc. after sending a “stop” request, a settlement in a class action lawsuit may affect your rights.

A federal court authorized this notice, this is not a solicitation from a lawyer.

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-331-MW/MJF.

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-331-MW/MJF, United States District Court, Northern District of Florida,

THIS POSTCARD ONLY PROVIDES LIMITED INFORMATION ABOUT THE LAWSUIT AND YOUR RIGHTS AS A CLASS MEMBER.

PLEASE VISIT WWW.ATHENABITCOINTCPALITIGATION.COM OR CALL 1-XXX-XXX-XXXX FOR MORE INFORMATION.

<<UniqueID>>

A Settlement has been reached in a class action lawsuit against Athena Bitcoin, Inc. alleging the claims outlined below.

What is this lawsuit about? This lawsuit alleges that Plaintiff Keon Jackson, and other persons nationwide, received two or more text messages from Athena, offering goods or services, more than 30 days after they sent a message to Athena saying “stop.” The lawsuit alleges that Athena violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, because that law prohibits sending telemarketing text messages to people after they have requested that those messages stop.

Who is included? You are an “IDNC Settlement Class Member” if you were a residential telephone subscriber between August 20, 2020 and August 20, 2024, and during that time sent the message “stop” to Athena but received at least two text messages from Athena more than 30 days after.

The IDNC Settlement Class, as defined by the Court, includes:

All persons in the United States (1) to whom Athena delivered, or caused to be delivered, more than one text message promoting goods or services within any 12-month period, (2) more than 30 days after receiving a message consisting solely of the word ‘STOP’, (3) between August 20, 2020, to August 20, 2024, (4) excluding business numbers.

What does the Settlement provide? If you are an IDNC Settlement Class Member, you may submit a timely and valid Claim Form online at www.athenabitcoinTCPAlitigation.com or by mail postmarked by **Month DD, 20YY** to receive a cash payment from a \$4,500,000.00 Settlement Fund after the following are deducted: (1) attorneys’ fees in an amount equal to 33% of the Settlement Fund (before any other deduction), (2) Class Counsel’s costs, (3) a service award to Mr. Jackson, and (4) settlement administration cost and expenses.

Your other options. If you do not want to be legally bound by the Settlement, you must exclude yourself from the IDNC Settlement Class postmarked by **MONTH DD, 20YY**. If you do not exclude yourself, you will give up the right to sue and will release the Released Parties from the legal claims in this lawsuit and you will be bound by the Settlement and any judgments or orders.

If you do not exclude yourself you may object to the Settlement if filed with the Court by *MONTH DD, 20YY*. Instructions on how to exclude yourself or object are in the Long Form Notice on the Settlement Website. If you do nothing, you will not get a cash payment. The Court will hold a Final Approval Hearing on **MONTH DD, 20YY** to consider whether to approve the Settlement. The Court has appointed The HQ Firm, P.C. as Class Counsel to represent you and other Class members in this lawsuit. If you want someone else to represent you in this lawsuit, you may hire your own lawyer at your own expense.

This postcard provides limited information about the lawsuit and your rights as a Class member. Do not contact the Court, Athena Bitcoin, Inc., or Athena Bitcoin's lawyers with questions. They cannot provide information or answer potential questions. For more information visit www.athenabitcoinTCPAlitigation.com.

Exhibit 4:
FTSA Short-Form Notice

Court-Ordered Legal Notice

This Notice may affect your legal rights. Please read it carefully.

Important Legal Notice authorized by the United States District Court for the Northern District of Florida about a Settlement in a Class Action Lawsuit.

If you were a Florida resident between July 1, 2021 and August 20, 2024, and during that time you received a text message from Athena Bitcoin, Inc. after sending a “stop” request, a settlement in a class action lawsuit may affect your rights.

A federal court authorized this notice, this is not a solicitation from a lawyer.

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-331-MW/MJF.

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-331-MW/MJF, United States District Court, Northern District of Florida,

THIS POSTCARD ONLY PROVIDES LIMITED INFORMATION ABOUT THE LAWSUIT AND YOUR RIGHTS AS A CLASS MEMBER.

PLEASE VISIT WWW.ATHENABITCOINTCPALITIGATION.COM OR CALL 1-XXX-XXX-XXXX FOR MORE INFORMATION.

<<UniqueID>>

A Settlement has been reached in a class action lawsuit against Athena Bitcoin, Inc. alleging the claims outlined below.

What is this lawsuit about? This lawsuit alleges that Plaintiff Keon Jackson, and other persons in Florida, received one or more text messages selling goods or services from Athena more than 15 days after they sent a message to Athena saying “stop.” The lawsuit alleges that Athena violated the Florida Telephone Solicitation Act, Fla. Stat. § 501.059(5)(a) (“FTSA”), because that law prohibits sending telemarketing text messages to people after they have requested that those messages stop.

Who is included? You are an “FTSA Settlement Class Member” if you were a Florida resident between July 1, 2021 and August 20, 2024, and during that time sent the message “stop” to Athena but received at least one text message from Athena more than 15 days after.

The FTSA Settlement Class, as defined by the Court, includes:

All Florida residents (1) with telephone numbers having a Florida area code, (2) to whom Athena delivered, or caused to be delivered, one or more text messages promoting goods or services, (3) more than 15 days after receiving a message consisting solely of the word ‘STOP’, (4) between July 1, 2021, to August 20, 2024.

What does the Settlement provide? If you are an FTSA Settlement Class Member, you may submit a timely and valid Claim Form online at www.athenabitcoinTCPAlitigation.com or by mail postmarked by **Month DD, 20YY** to receive a cash payment from a \$4,500,000.00 Settlement Fund after the following are deducted: (1) attorneys’ fees in an amount equal to 33% of the Settlement Fund (before any other deduction), (2) Class Counsel’s costs, (3) a service award to Mr. Jackson, and (4) settlement administration cost and expenses.

Your other options. If you do not want to be legally bound by the Settlement, you must exclude yourself from the FTSA Settlement Class postmarked by **MONTH DD, 20YY**. If you do not exclude yourself, you will give up the right to sue and will release the Released Parties from the

legal claims in this lawsuit and you will be bound by the Settlement and any judgments or orders. If you do not exclude yourself you may object to the Settlement if filed with the Court by *MONTH DD, 20YY*. Instructions on how to exclude yourself or object are in the Long Form Notice on the Settlement Website. If you do nothing, you will not get a cash payment. The Court will hold a Final Approval Hearing on **MONTH DD, 20YY** to consider whether to approve the Settlement. The Court has appointed The HQ Firm, P.C. as Class Counsel to represent you and other Class members in this lawsuit. If you want someone else to represent you in this lawsuit, you may hire your own lawyer at your own expense.

This postcard provides limited information about the lawsuit and your rights as a Class member. Do not contact the Court, Athena Bitcoin, Inc., or Athena Bitcoin's lawyers with questions. They cannot provide information or answer potential questions. For more information visit www.athenabitcoinTCPAlitigation.com.

Exhibit 5:
IDNC SMS Notice

Court-Authorized Notice: If you received text messages from Athena Bitcoin, Inc. after replying “stop,” a settlement in a class action lawsuit may affect your rights. Jackson v. Athena Bitcoin, Inc., No. 4:24-cv-331-MW/MJF

Issued by Kroll Settlement Administration. This is not a solicitation. Visit www.athenabitcoinTCPAlitigation.com or call XXX-XXX-XXXX for more info.

Exhibit 6:
FTSA SMS Notice

Court-Authorized Notice: If you were a Florida resident and received a text from Athena Bitcoin, Inc. after replying “stop,” a class action settlement may affect your rights. Jackson v. Athena Bitcoin, Inc., No. 4:24-cv-331-MW/MJF
Issued by Kroll Settlement Administration. This is not a solicitation. Visit www.athenabitcoinTCPAlitigation.com or call XXX-XXX-XXXX for more info.

Exhibit 7:
IDNC Settlement Claims Form

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-00331-MW-MJF (N.D. Fla.)

Return this Claim Form to: Jackson v. Athena Bitcoin, Inc., c/o Kroll Settlement Administration LLC,
P.O. Box 225391, New York, NY 10150-5391

Questions? Visit www.athenabitcoinTCPAlitigation.com.

DEADLINE: THIS CLAIM FORM MUST BE POSTMARKED BY MONTH XX, 20XX, AND BE FULLY COMPLETED AND SIGNED UNDER OATH.

You Must Complete All FOUR Steps to Claim a Share of the Settlement Fund.

Please note that the Settlement Class Member Verification section below requires you to state, under penalty of perjury, that all information contained therein is true and correct. This Claim Form may be subject to verification by the Class Action Administrator

I. Contact Information

Name: _____
(First) (Middle) (Last)

Current Address: _____
(City) (State) (ZIP Code)

Please list your Telephone Number(s) between August 20, 2020 and August 20, 2024:

() _____ - _____
() _____ - _____
() _____ - _____
() _____ - _____

[List all your phone numbers. If necessary, you may attach a separate sheet.]

Email address: _____

II. Settlement Class Member Verification

Pursuant to 28 U.S.C. Section 1746(2), I declare under penalties of perjury that the telephone number(s) identified above or attached to this Claim Form was/were mine between August 20, 2020, and August 20, 2024.

Between August 20, 2020 to August 20, 2024, I received at least two telemarketing text messages from Athena Bitcoin, Inc., more than 30 days after I sent a text message to Athena saying "stop."

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Print Name: _____

III. You Must Return this Claim Form by [90 days] _____, 2026

(a) Mail this Claim Form to: *Jackson v. Athena Bitcoin, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391

(b) Submit this claim form electronically at www.athenabitcoinTCPAlitigation.com.

Exhibit 8:
FTSA Settlement Claims Form

Jackson v. Athena Bitcoin, Inc., Civil Action No. 4:24-cv-00331-MW-MJF (N.D. Fla.)

Return this Claim Form to: Jackson v. Athena Bitcoin, Inc., c/o Kroll Settlement Administration LLC,
P.O. Box 225391, New York, NY 10150-5391

Questions? Visit www.athenabitcoinTCPAlitigation.com.

DEADLINE: THIS CLAIM FORM MUST BE POSTMARKED BY MONTH XX, 20XX, AND BE FULLY COMPLETED AND SIGNED UNDER OATH.

You Must Complete All FOUR Steps to Claim a Share of the Settlement Fund.

Please note that the Settlement Class Member Verification section below requires you to state, under penalty of perjury, that all information contained therein is true and correct. This Claim Form may be subject to verification by the Class Action Administrator.

I. Contact Information

Name: _____
(First) (Middle) (Last)

Current Address: _____
(City) (State) (ZIP Code)

Please list your Telephone Number(s) between July 1, 2021 and August 20, 2024:

() _____ - _____
() _____ - _____
() _____ - _____
() _____ - _____

[List all your phone numbers. If necessary, you may attach a separate sheet.]

Email address: _____

II. Settlement Class Member Verification

Pursuant to 28 U.S.C. Section 1746(2), I declare under penalties of perjury that the telephone number(s) identified above or attached to this Claim Form was/were mine between July 1, 2021, and August 20, 2024.

I was a Florida resident between July 1, 2021 and August 20, 2024, and I received at least one telemarketing text message during that time, from Athena Bitcoin, Inc., more than 15 days after I sent a text message to Athena saying "stop."

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Print Name: _____

III. You Must Return this Claim Form by [90 days] _____, 2026

- (a) Mail this Claim Form to: *Jackson v. Athena Bitcoin, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391
- (b) Submit this claim form electronically at www.athenabitcoinTCPAlitigation.com.

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