

IF YOU PURCHASED ATONOMI (ATMI) TOKENS IN 2018, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A court authorized this Notice. This is not a solicitation from a lawyer.

The Settlement affects individuals who either (i) purchased ATMI tokens via a Series 1 or Series 2 Simple Agreement for Future Tokens (SAFT) with Atonomi in 2018; or (ii) purchased ATMI tokens through a “public sale” by Atonomi on or about June 6, 2018. A copy of the Settlement Agreement is available [HERE](#).

The Settlement seeks to partially resolve a lawsuit related to Atonomi LLC’s 2018 sale of ATMI tokens alleging that the sale failed to comply with the registration requirements of the Washington State Securities Act. The Settlement is with defendants LaunchCapital, LLC, Woody Benson, and David Fragale, who have agreed to collectively create a Settlement Fund of \$6,037,500 that will pay Claims to investors after deduction of fees, costs, taxes, and other items as ordered by the Court. The lawsuit will continue against the remaining Non-Settling Defendants except for M37 Ventures, Inc. The parties, agree to the dismissal of the class claims, against M37 Ventures, Inc with prejudice, with each of the parties to bear their own attorneys’ fees and litigation costs.

Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	If you purchased ATMI directly from Atonomi in 2018, then you can submit a Proof of Claim by February 20, 2023 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no part of the Settlement Fund, but retain your rights to sue. You must exclude yourself by February 20, 2023 , following the instructions below.
OBJECT	Write to the Court about why you do not like the Settlement by February 20, 2023 , following the instructions below.
GO TO A HEARING	Ask to speak to the Court about the fairness of the Settlement. The Final Approval Hearing, to determine whether the Settlement should be approved, will take place on March 22, 2023 at 2:00 p.m.
DO NOTHING	Give up rights to sue, but get no part of the Settlement Fund. If you fail to submit a request for exclusion, you will be barred from suing the Settling Defendants about any aspect of the 2018 sale of ATMI tokens, and will be bound by the orders of the Court in the Action.

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still must decide whether to approve the Settlement. Settlement benefits will be available if the Court approves the Settlement and after any potential appeals are resolved. Please be patient and check back to this website to find out any updates.

BASIC INFORMATION

WHY DID I GET THIS NOTICE?

You received this Notice because records show you are *an individual who either, (i) purchased ATMI tokens via a Series 1 or Series 2 Simple Agreement for Future Tokens (SAFT) with Atonomi in 2018; or (ii) purchased ATMI tokens through a “public sale” by Atonomi on or about June 6, 2018.* These are the “Class Members” who were sent this Notice of the proposed Settlement. “Settlement Class Members” excludes Defendants and their affiliates, Court staff, and people who exclude themselves.

The Court sent you this Notice because you have a right to know about the proposed Settlement and all your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections and appeals are resolved, the Net Settlement Fund will be disbursed to Settlement Class Members *who submit a valid Proof of Claim.* You will be informed of the progress of the Settlement on this website.

This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Western District of Washington, and the case is known as *Chris Hunichen, v. Atonomi, LLC, et al*, Case No. 2:19-cv-00615-RAJ-SKV. The person who sued is called Plaintiff and the entities and individuals he sued, Atonomi LLC, CENTRI Technology, Inc., LaunchCapital, LLC, M37 Ventures Inc., Vaughan Emery, David Fragale, Rob Strickland, Don Deloach, Wayne Wisheart, Woody Benson, Michael Mackey, and James Salter, are called the Defendants.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that Atonomi’s 2018 sale of ATMI tokens failed to comply with the registration requirements of the Washington State Securities Act (“WSSA”). The Plaintiff claims this entitles persons who purchased ATMI tokens directly from Atonomi the right to get back the funds they invested, plus interest, or damages if they sold at a loss. The Plaintiff claims that under the WSSA, Atonomi and other entities and individuals involved in the token sale are liable to initial purchasers of ATMI. The Defendants deny any wrongdoing, and the Court has not found that any Defendant has committed wrongdoing.

More details about the lawsuit and the claims alleged against the Defendants can be found in the Plaintiff’s Second Amended Complaint, available [HERE](#).

WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In this class action lawsuit, the “Class Representative” (in this case, Chris Hunichen) sued on behalf of himself and other people who have similar claims because they purchased ATMI tokens from Atonomi in 2018. Together they are called Class Members. One Court resolves the issues for all Class Members except those who exclude themselves from the class and the Settlement. U.S. District Court Judge Richard A Jones presides over this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide that the Plaintiff is entitled to any recovery from Defendants. Instead, Plaintiff and some of the Defendants, LaunchCapital, LLC, Woody Benson, and David Fragale, have agreed to settle the Class Members’ lawsuit against these “Settling Defendants.” Plaintiff continues the lawsuit against the remaining Defendants who have elected not to settle.

By settling, these Settling Parties avoid the costs and delay of further legal proceedings and the people affected will get the benefits of this Settlement. The Class Representative and his attorneys think the Settlement is best for all Class Members.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

To see if your rights are affected by the Settlement, you must determine whether you are a Class Member.

You are a Class Member if you either: (i) *purchased ATMI tokens via a Series 1 or Series 2 Simple Agreement for Future Tokens (SAFT) with Atonomi in 2018; or (ii) purchased ATMI tokens through a “public sale” by Atonomi on or about June 6, 2018.*

You are excluded from the Settlement if you are a Defendant in the lawsuit, or an affiliate of any Defendant, or if you are part of the judicial staff overseeing the lawsuit, or if you decide to exclude yourself from the Settlement.

If you are affected by the Settlement, **you still need to submit a Proof of Claim form to get any money.** The Proof of Claim is available [HERE](#).

I’M STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are included, you can ask for free help. You can call 1 (833) 636-2117 for more information, or review all the settlement documents at this website.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

WHAT DOES THE SETTLEMENT PROVIDE?

In exchange for a release of all claims against, and rights to sue the Settling Defendants and their related persons or entities (except of course those Defendants who chose not to settle), the Settling Defendants have agreed to create a Settlement Fund of \$6,037,500. This Settlement Fund will be used to pay Claims, Settlement Administration Costs, taxes, attorneys fees and costs for Class Counsel, and a potential service award to the Plaintiff as approved by the Court.

The “Net Settlement Fund”, which is the amount left over after fees, expenses, taxes and a service award, will be divided *pro rata* to all Class Members who timely file a valid Proof of Claim and do not exclude themselves from the Settlement.

Your claim is calculated based on a simple formula provided for by the Washington State Securities Act. That Act provides that purchasers of unregistered securities are entitled to receive the value they paid for the unregistered securities, minus any value received from selling them.

For SAFT Investors, the value of their claim is the \$USD value of the “Purchase Amount” “for purposes of Section 3” as stated in the introductory paragraph of their SAFT, less the \$USD value of any consideration received for any ATMI tokens purchased through the SAFT, as of the date such consideration was received.

For Public Sale Investors, the value of their claim is the number of ETH (Ethereum) invested multiplied by \$607.12, which is the closing price for ETH on June 6, 2018, as reported by coinmarketcap.com, less the \$USD value of any consideration received for any ATMI tokens purchased through the Public Sale, as of the date such consideration was received.

If an Investor has purchased ATMI tokens through both a SAFT agreement and through a Public Sale all purchases/acquisitions and sales will be matched on a “First In First Out” (FIFO) basis. The purchases/acquisitions of the SAFT Investors will be matched prior to the Public Sale Investors if these both occurred on the same day at the same time.

The Net Settlement Fund will be reduced, dollar for dollar, for each Claim paid. In the event the value of Claims does not exhaust the Net Settlement Fund, each valid Claim will be multiplied *pro rata* to exhaust the Net Settlement Fund. In the event that the value of Claims exceeds the amount of money in the Net Settlement Fund, each Claim will be reduced *pro rata*. Whether up or down, the *pro rata* share of all claimants will be adjusted so that all of the Net Settlement Fund is paid out. If the prorated payment for any Claim is less than \$10.00, it will not be included in the calculation and no distribution will be made for that Claim.

After the initial distribution of the Net Settlement Fund, the Administrator will make reasonable efforts to have Settlement Class Members cash their distribution checks. To the extent any monies remain in the Net Settlement Fund a reasonable time after the initial distribution, and if the Administrator determines that it is cost-effective to do so, the Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Settlement Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Settlement Class Members who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if the Administrator determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Class Counsel and approved by the Court.

Payments from the Net Settlement Fund, under any plan of allocation as may be approved by the Court, will be conclusive against all Settlement Class Members. No person shall have any claim against Class Counsel, Plaintiff, the Escrow Agent, Administrator or other agent arising from distributions made substantially in accordance with the Agreement, the plan of allocation approved by the Court, or further Orders of the Court. Among other things, the Settling Defendants, and their respective counsel shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, calculation, or payment of any claim or nonperformance of the Administrator; the payment or withholding of taxes; or any losses incurred in connection therewith.

The Settlement Agreement, which is available [HERE](#), describes all the details about the proposed Settlement.

HOW DO I ASK FOR MONEY FROM THE SETTLEMENT

To qualify for a payment from the Net Settlement Fund, **you must submit a Proof of Claim, and supporting documentation, which can be submitted online [HERE](#)**. You can also print out a paper copy of the Proof of Claim, and mail it to the Administrator at P.O. Box 91408, Seattle WA 98111. Your Proof of Claim must be submitted online or postmarked no later than **February 20, 2023**. Late or unsupported Claims may be rejected so follow the instructions carefully.

You will have to provide documentation demonstrating that you are indeed a Settlement Class Member, and supporting your losses. The Proof of Claim describes the documents and information you need, and how to submit a Claim. If you have any unanswered questions or require assistance in submitting a Proof of Claim, you can contact the Administrator at 1 (833) 636-2117.

YOUR PROOF OF CLAIM MUST BE SUBMITTED ON THIS WEBSITE NO LATER THAN FEBRUARY 20, 2023, OR IF BY MAIL, MUST BE POSTMARKED NO LATER THAN FEBRUARY 20, 2023.

WHEN WOULD I RECEIVE MY SHARE OF THE NET SETTLEMENT FUND?

Judge Jones will hold a Final Approval Hearing on **March 22, 2023 at 2:00 p.m.**, to decide whether to approve the Settlement. If Judge Jones approves the Settlement and there are no appeals, Claims will be paid shortly after the Judge's approval of the Settlement. However, it is possible there may be appeals related to the final approval, any attorneys' fees or costs awarded, or any incentive award to the Plaintiff. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. This website will be updated with current settlement information including if final approval is entered and approximate dates that any Claims expect to be paid. Please be patient.

AM I GIVING UP ANY LEGAL RIGHTS BY STAYING A SETTLEMENT CLASS MEMBER?

Yes. Unless you exclude yourself, you will be bound to a "Release" of claims as described in the Settlement Agreement. You will not be able to sue the Settling Defendants or their Released Parties for anything related to your purchase of ATMI tokens from Atonomi as described in the lawsuit.

This means that you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants or their Released Parties about the legal issues in this case. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the legal claims you will give up if you remain in the Settlement [HERE](#).

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves this Settlement, you will be included in the Settlement and be bound by the Release of claims as described above. However, if you do not timely submit Proof of Claim as explained above, you will not receive any portion of the Net Settlement Fund. To be paid your Claim, you must timely submit a Proof of Claim with sufficient supporting documents and information as explained in the Proof of Claim.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE CASE?

The Plaintiff and the Settlement Class Members are represented by Class Counsel who are Joel B. Ard, of ARD LAW GROUP PLLC, Angus F. Ni of AFN LAW PLLC, and William R. Restis of THE RESTIS LAW FIRM, P.C.

You will not be directly charged for their work on the case except as approved by the Court from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Class Counsel as follows:

Joel B. Ard
ARD LAW GROUP PLLC
P.O. Box 11633
Bainbridge Island, WA 98110
206.701.9243
joel@ard.law

Angus F. Ni
AFN LAW PLLC
506 2nd Ave, Suite 1400
Seattle, WA 98104
646.453.7294
Angus@afnlegal.com

William R. Restis
THE RESTIS LAW FIRM, P.C.
501 West Broadway, Suite 1520
San Diego, CA 92101
619-270-8383
support@restislaw.com

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve payment of a maximum of one third of the Settlement Fund (\$1,992,375) for attorneys' fees and litigation expenses to be paid from the Settlement Fund.

Class Counsel will also ask the Court to approve a payment of a maximum of \$10,000 to the Plaintiff for his assistance in prosecuting the lawsuit on behalf of the Class. The Court may award less than these amounts.

Class Counsel have a deadline of **December 13, 2022**, to file these requests with the Court. Class Counsel will explain the basis for their requests, which will be available [HERE](#) no later than **December 22, 2022**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the Settlement Agreement to apply to you, and do not want a portion of the Net Settlement Fund, but want to keep the right to sue or continue to sue the Settling Defendants or their Released Parties on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from the Settlement (also referred to as “opting out”).

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send a written statement, either by mail, or email, to the Administrator saying that you want to be excluded from the *Hunichen, v. Atonomi, LLC* Settlement. You cannot exclude yourself by phone.

This written request must include your name and address so the Court’s records will know who is not included. To be valid, your request for exclusion **must be submitted or postmarked (if by mail) by February 20, 2023**:

Atonomi Securities Settlement
Exclusions
c/o JND Legal Administration
P.O. Box 91408
Seattle, WA 98111
info@AtonomiSecuritiesSettlement.com

If you ask to be excluded, you will not receive any payments from the Net Settlement Fund and cannot object to the settlement. If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in this lawsuit, even if the Court finally approves the Settlement. Group opt-outs, including “mass” or “class” opt-outs, are prohibited.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it. You can also object to the Fee and Expense Award submitted by Class Counsel, or any Service Award requested by the Plaintiff. This is called objecting to the Settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

If you’re a Class Member and have not excluded yourself, you can object to the Settlement or the Settlement Agreement if you do not like any part of it. You can give reasons why you do not think the Court should approve it. You can also object to any award of attorneys’ fees and costs requested by Class Counsel or any service award requested by the Plaintiff. You can give reasons for the objection and why you think the Court should not approve the Settlement, or any request for an award of attorneys’ fees and costs, or any request for a service award. The Court will consider your views.

To object, you must state in writing that you object to the settlement of the lawsuit entitled *Chris Hunichen, v. Atonomi, LLC, et al*, Case No. 2:19-cv-00615-RAJ-SKV. Please note that it is not sufficient to simply state that you object. Rather, in your written objection, you must include your full name, and current address, and evidence demonstrating that you are a Class Member impacted by the Settlement.

To assist the Court in considering your objection, you should include the factual and legal grounds for your objections, and copies of any documents supporting your positions.

To be considered, any written statement of objection **must be submitted or postmarked (if mailed) by February 20, 2023:**

Atonomi Securities Settlement
c/o JND Legal Administration
P.O. Box 91408
Seattle, WA 98111
info@AtonomiSecuritiesSettlement.com

If you fail to properly submit a written objection prior to February 20, 2023, your objection may not be heard during the Final Approval Hearing, and your objection(s) may be waived, or the Court will not consider them.

If you submit a written objection, you will still be entitled to receive a share of the Net Settlement Fund if you submit a timely and valid Proof of Claim. Whether you submit a Proof of Claim or not, you will still be bound by all terms of the Settlement and related orders if approved by the Court.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlement, any award of attorneys' fees and costs requested by Class Counsel or any service award requested by the Plaintiff.

You can object only if you stay in as a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the class and you will not receive any of the benefits under the Settlement Agreement. If you exclude yourself, you have no basis to object to the Settlement, any award of attorneys' fees and costs requested by Class Counsel, or any service award requested by any Class Representative because the case no longer affects you.

MAY I SPEAK AT THE FINAL APPROVAL HEARING?

As explained above, Judge Jones will hold a Final Approval Hearing on **March 22, 2023 at 2:00 p.m.** to decide whether the Settlement is fair, reasonable, and adequate and whether the settlement and Settlement Agreement may be finally approved. At the Final Approval Hearing, Judge Jones will also decide whether to award any attorneys' fees and costs to Class Counsel and whether to award a service payment to the Plaintiff. If there are objections, the Court will consider them then. Judge Jones will listen to people who have asked to speak at the hearing and will decide how much to pay Class Counsel. You may attend and ask to speak at the Final Approval Hearing, but you do not have to.

At the Final Approval Hearing, Class Counsel will answer any questions that Judge Jones may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time as explained above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

After the hearing, Judge Jones will decide whether to approve the Settlement, whether to award any attorneys' fees and costs to Class Counsel, and whether to award an incentive payment to any of the Class Representatives. We do not know how long these decisions will take.

If you intend to speak at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear before **March 22, 2023**. You must include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to the Court in connection with the Final Approval Hearing. Your Notice of Intention to Appear must be served on all counsel:

CLASS COUNSEL	SETTLING DEFENDANTS' COUNSEL
Angus Ni 506 2nd Ave, Suite 1400 Seattle, WA 98104	Derek Foran Morrison & Foerster LLP 425 Market St. San Francisco, CA 94105

If you fail to submit a proper Notice of Intention to Appear before **March 22, 2023**, along with copies of any papers, exhibits, or other evidence that you or your counsel intend to present to the Court in connection with the Final Approval Hearing, you may not be heard during the Final Approval Hearing, although any timely objection you submitted will be considered by Judge Jones.