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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

DIRECT LENDING INVESTMENTS
LLC,

Defendant.

Case No.: 2:19-cv-02188-DSF-MRW

**NOTICE TO DIRECT LENDING
INCOME FUND INVESTORS OF
SETTLEMENT AND RIGHT OF
EXCLUSION FROM
SETTLEMENT**

1 PLEASE TAKE NOTICE THAT you are receiving this Notice as an
2 investor in Direct Lending Income Fund, L.P. A federal court authorized
3 this Notice. This is not a solicitation from a lawyer.

4 The purpose of this Notice is to inform you that a proposed settlement
5 has been reached with certain directors and officers identified in the
6 Settlement Agreement (collectively, the “D&Os”) and to inform you of your
7 right to exclude yourself from participation in the Settlement (“Settlement”
8 described below) pursuant to procedures explained in this Notice. If you
9 exclude yourself (*i.e.*, opt-out of) the Settlement, you will not be entitled to
10 receive any of the Settlement Amount (“Settlement Amount” defined below).
11 Additionally, if too many Direct Lending Income Fund, L.P. (“DLIF”)
12 and/or Direct Lending Income Feeder Fund, Ltd. (in Official Liquidation)
13 (“DLIFF”) investors decide to take action and opt-out, the D&Os may
14 withdraw from the Settlement. If you do nothing, you may be entitled to
15 receive a distribution from the Settlement Amount. This Notice describes
16 important rights you may have and the steps you must take if you wish to be
17 excluded from the Settlement. Please read this entire Notice carefully.

18 **PLEASE TAKE FURTHER NOTICE THAT while you are entitled to**
19 **opt-out from the terms of the Settlement, opting-out may risk the D&Os**
20 **withdrawing from, and in effect, terminating the Settlement. This Notice**
21 **explains the Settlement and the consequences of opting-out. You should**
22 **consider consulting with your attorney regarding the Settlement, your**
23 **choices, and this Notice.**

24 **The Settlement:** The following parties have reached an agreement (the
25 “Settlement Agreement”) among and between, on the one hand, (a) Bradley D.
26 Sharp, in his capacity as the Court-appointed Receiver (the “Receiver”) for the
27 estate of DLIF, DLIFF, DLI Capital, Inc., DLI Lending Agent, LLC, DLI Assets
28 Bravo LLC (in Receivership) (collectively, the “Receivership Entities”); (b)

1 Bradley D. Sharp and Christopher D. Johnson, in their capacities as Joint Official
2 Liquidators (“JOLs”) of DLIFF (DLIFF, together with the Receivership Entities,
3 the “DLI Entities”); (c) investors in the DLI Entities (“Investors”) that
4 participated in the mediation and identified in Exhibit A to the Settlement
5 Agreement (“Party Investors”) (specifically, those Investors represented by
6 Levine Kellogg Lehman Schneider + Grossman LLP, The Meade Firm P.C., and
7 Reiser Law P.C.; those Investors represented by Nystrom Beckman & Paris LLP;
8 those Investors represented by Bragar Eigel & Squire, P.C.; and Michael Mendle,
9 Whitney Whitacre, and the Investors that are named plaintiffs in the action
10 represented by Ahdoot and Wolfson PC and Milberg Coleman Bryson Phillips
11 Grossman LLC); and, on the other hand, (d) certain directors and officers
12 identified in the Settlement Agreement (the “D&Os”). The Receiver, JOLs, the
13 DLI Entities, the Party Investors, and the D&Os are referred to as the “Parties.”

14 Under the terms of the Settlement Agreement, Endurance Risk Solutions
15 Assurance Co., Allianz Global Risk US Insurance Company, Arch Insurance
16 Company, Argonaut Insurance Company, and Markel American Insurance
17 Company (collectively, the “D&O Policy Insurers”) agree to pay, on behalf of
18 the D&Os, from the proceeds of applicable insurance policies, the total sum of
19 eighteen million U.S. dollars (\$18,000,000) (the “Settlement Amount”) to be
20 deposited into escrow account(s) for DLIF Investors, DLIFF, and Party Investors,
21 from which will be paid: a reserve of \$1,200,000 for the sole benefit of the Ross
22 Parties¹; a reserve of \$500,000 for sole the benefit of the D&Os other than Ross
23 (together with the Ross reserves, the “Reserves”); \$2,000,000 to the Receiver for
24 the DLIF Investors and DLIFF and distributed to DLIFF Investors and creditors
25 by the JOLs pursuant to Cayman Islands law (the “\$2 Million Payment”); Court
26 approved attorneys’ fees which have been requested by counsel for the Receiver

27
28 ¹ “Ross Parties” means Ross, Jill Jasen f/k/a Jill Ross, S.R.1 and S.R.2.

1 and Party Investors of up to 30% or \$5,400,000; and \$8.9 million (the “Net
2 Settlement Amounts”) to be disbursed to DLIF Investors, to DLIFF and
3 distributed to DLIFF Investors and creditors by the JOLs pursuant to Cayman
4 Islands law, and to the Party Investors.

5 As described in more detail below, a portion of the Net Settlement Amount
6 will be distributed on a pro rata basis to persons or entities that invested, through
7 the purchase of limited partnership interests or otherwise, in DLIF (“DLIF
8 Investors”) that do not exclude themselves from the Settlement (“Participating
9 DLIF Investors”) pursuant to the procedures described herein. In addition, a
10 separate portion of the Net Settlement Amount and the \$2 Million Payment will
11 be disbursed to DLIFF and subsequently distributed by the JOLs in accordance
12 with Cayman Islands law to creditors and persons or entities that invested,
13 through the purchase of shares, in DLIFF (the “DLIFF Investors”).² The
14 Settlement will resolve all claims and potential claims by the Receiver, the JOLs,
15 and all DLIF Investors who do not opt-out.

16 As set forth above, the Settlement Amount of \$18,000,000 is to be reduced
17 by the allowed amount of Court approved attorneys’ fees, which total amount
18 shall not exceed \$5,400,000, and the amount of the Reserves of \$1,700,000. Of
19 the remaining \$10.9 million, \$2 million will be allocated to the Receiver for the
20 benefit of the DLIF Investors and DLIFF, leaving \$8.9 million available for
21 distribution, to be allocated as follows: fifty percent (50%) to the Party Investors
22 (\$4.45 million) and fifty percent (50%) to the Receiver (\$4.45 million). The
23 Receiver’s share of \$4,450,000 is then to be split between DLIF and DLIFF in
24 accordance with the prior Court-approved Claims Allowance Stipulation
25 (“Claims Allowance Stipulation”) as revised by the Motion. [Dkt. No. 318-2, Ex.

26
27 ² Participating DLIF Investors and DLIFF Investors who do not opt out
28 (“Participating DLIF Investors”) together are referred to as “Participating
Investors”.

1 1], available at <http://case.stretto.com/dli>. DLIFF's separate portion of the
2 Settlement Amount will subsequently be distributed by the JOLs in accordance
3 with Cayman Islands law. The portion of the Settlement Amount to DLIF will be
4 subject to a reserve for potential taxes with the remainder to be distributed to the
5 Participating DLIF Investors.

6 In return for the Settlement Amount, (a) the Receiver, the JOLs, the DLI
7 Entities, the Party Investors,³ and Participating DLIF Investors will release all
8 claims against the Released Parties⁴ arising out of, relating to, or in connection
9 with the professional services provided by the D&Os to the DLI Entities among
10 other Released Claims;⁵ (b) the Claimants and Participating Investors shall

11 ³ The Receiver, the JOLs, the DLI Entities, and the Party Investors are
12 collectively referred to as the "Claimants."

13 ⁴ "Released Parties" means: (a) the D&Os and any and all of DLI Entities' other
14 former employees, officers, or directors, and (b) each Defendant and proposed
15 Defendant in any of the Underlying Litigations, including Jill Jasen f/k/a Jill
16 Ross, S.R.1 and S.R.2, and each of the foregoing's current or former respective
17 advisors, agents, servants, attorneys, auditors, accountants, consultants, officers,
18 officials, directors and employees, employers, owners, partners, partnerships, law
19 firms, corporations (limited liability or otherwise), limited liability companies,
20 partnerships, trusts, co-shareholders, parents, subsidiaries, affiliates, joint
21 venturers, contractors, subcontractors, insurers, stockholders, investors, heirs,
22 trustees, executors, fiduciaries, administrators, predecessors, successors,
23 custodians, representatives, subrogees, transferees, nominees, assignors, and
24 assigns, including any entity, limited liability company, trust, partnership or
25 corporation such person was affiliated with or employed by, as set forth in more
26 detail in the Agreement.

27 ⁵ "Released Claims" means, to the fullest extent that the law permits their release,
28 all past, present, and future claims of any nature whatsoever, including, without
limitation, all claims, suits, actions, allegations, damages (including, without
limitation, contributory, compensatory, punitive, exemplary, rescissory, direct,
consequential or special damages, restitution, and disgorgement), liabilities,
causes of action, complaints, lawsuits, responsibilities, demands, rights, debts,
penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or
consulting fees, prejudgment interest, indemnities, duties, losses, and obligations
of any kind, known or unknown, foreseen or unforeseen, whether or not
concealed or hidden, asserted or unasserted, existing or contingent, direct or
indirect, anticipated or unanticipated, asserted or that could have been asserted
by, or on behalf of, for the benefit of, or in the name of, any or all of, the
Claimants or Participating DLIF Investors, whether legal, contractual, rescissory,
statutory, or equitable in nature, whether arising under federal, state, common or
foreign law, that now exist, have ever existed, or might ever exist, from the
beginning of time in perpetuity, that arise out of or relate in any way, directly or
indirectly to: any of the DLI Receivership Entities, DLIFF, the Receivership, the
Receiver, the JOLs, any investors' investment in the DLI Entities or a Released

1 forever be barred and enjoined by judgment of the Court in the SEC Action
2 (defined below) from commencing, prosecuting, or seeking monetary or any
3 other relief in any court, arbitration proceeding, or other forum in the United
4 States against any of the Released Parties with respect to the Released Claims;
5 and (c) any final verdict or judgment obtained by or on behalf of any Claimant or
6 Participating DLIF Investor against any Third Party⁶ shall be reduced by the
7 proportionate fault of the Released Parties, unless governing law requires
8 otherwise.

9 The Receiver has filed in *Securities and Exchange Commission v. Direct*
10 *Lending Investments, LLC*, Case No. 19-cv-2188 (C.D. Cal.) (the “SEC Action”) the
11 Motion for Order: (i) Preliminarily Approving Settlement with D&Os (ii)
12 Setting the Schedule for Objections and Final Approval Hearing; (iii) Approving
13 the Form of Order Finally Approving the Settlement with the D&Os; and (iv)
14 Approving the Form and/or Limitation of Notice Under Local Rule 66-7 (the
15 “Motion”). The Parties to the Settlement Agreement seek approval of the Court
16 in the SEC Action of the terms of the Settlement Agreement and entry of a final
17 order approving the Settlement (the “Final Approval Order”).

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21 Party’s performance of his/her/its/their duties as a director, officer, employee,
22 agent, owner, member, manager, attorney or service provider of or to any of the
23 DLI Entities, or the events, transactions, occurrences and/or allegations (i) set
24 forth or described in, (ii) which were or could have been brought in, or (iii) which
25 arise out of or relate in any way to the institution, prosecution, or settlement of
26 any of the matters: the following actions and proposed actions: (i) *SEC v. Direct*
Lending Invs., LLC, Case No. 2:19-cv-02188 (C.D. Cal. Mar. 22, 2019); (ii) *SEC*
v. Ross, Case No. 2:20-cv-07202 (C.D. Cal. Aug. 8, 2020); (iii) *Marcia Kosstrin*
Trust v. Direct Lending Invs., LLC, Case No. 2:19-cv-02452 (C.D. Cal. Apr. 1,
2019); (iv) *United States v. Ross*, Case No. 2:20-cr-327 (C.D. Cal. July 30, 2020);
27 (v) *Sharp v. The Strawberry Peak Trust*, Case No. 2:22-cv-789 (C.D. Cal. Feb.
28 4, 2022); and (vi) any draft complaints disclosed in connection with the mediation
among the parties.

⁶ “Third Party” means a nonparty to the Settlement Agreement that has been or
may be sued by any of the Claimants or Participating DLIF Investors for claims
arising out of, relating to, or in connection with the DLI Entities.

1 **Attorneys’ Fees:** Counsel for the Receiver and the Party Investors have
2 asked the Court in the SEC Action for a fee award of \$5.4 million (“Attorneys’
3 Fees”).

IMPORTANT DATES	
Deadline to Request Exclusion from the Settlement:	March 31, 2025
Deadline to Submit an Objection:	March 24, 2025
Final Approval Hearing:	April 14, 2025 at 1:30 p.m.

10
11 **Your legal rights are affected whether you act or do not act. Read this**
12 **Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you agree to the Settlement and wish to participate in a distribution of proceeds from the Settlement, you do not need to do anything. If you do nothing and the Court approves the Settlement, you will release all claims against the D&Os related in any way to the professional services provided by the D&Os to the DLI Entities. You will also be barred by court order from pursuing your own lawsuit against the D&Os in the United States related in any way to the professional services provided by the D&Os to the DLI Entities.
“OPT-OUT” TO EXCLUDE YOURSELF	If you opt-out from the Settlement, you will get no payment. This is the only option that allows

<p>1 FROM THE 2 SETTLEMENT TERMS</p>	<p>you to pursue your own lawsuit against the D&Os related in any way to the professional services provided by the D&Os to the DLI Entities. If you opt-out, you can still object to the Settlement Agreement.</p>
<p>6 SUBMIT AN 7 OBJECTION</p>	<p>You may object to the Settlement, the terms of the Settlement Agreement, or the Final Approval Order, and request that the Court not approve the Settlement. If you object to the Settlement, you must also elect whether to opt-out. If you object to the Settlement and you do not exclude yourself, and your objection is overruled by the Court, you will participate in a distribution of proceeds from the Settlement and release and be barred from pursuing your own lawsuit against the D&Os related in any way to the professional services provided by the D&Os to the DLI Entities.</p>

20 The Court in the SEC Action must decide whether to approve the
21 Settlement. The Court will consider whether the Settlement Agreement is
22 adequate, fair, and reasonable. Distributions will only be made if the Court
23 approves the Settlement and after objections or appeals, if any, are resolved.

24 **THE SETTLEMENT BENEFITS – WHAT CAN YOU GET**

25 **1. What does the Settlement provide?**

26 The D&O Policy Insurers have agreed to pay \$18,000,000 to be deposited
27 into escrow account(s) to be identified by the Receiver. The Settlement Amount
28

1 less any Attorneys' Fees and expenses awarded by the Court in the SEC Action,
2 less the D&O Reserves, and less the \$2 million payment to the Receiver for the
3 DLIF Investors and DLIFF, shall constitute the Net Settlement Amount.

4 **2. How will the Settlement be allocated?**

5 The Settlement Amount of \$18,000,000 will be allocated as follows: a
6 reserve of \$1,200,000 for the sole benefit of the Ross Parties, a reserve of
7 \$500,000 for sole the benefit of the D&Os other than Ross, \$2,000,000 to the
8 Receiver for the DLIF Investors and DLIFF, and Court approved attorneys' fees
9 which have been requested by counsel for the Receiver and Party Investors of up
10 to 30% or \$5,400,000. The remaining \$8,900,000, the Net Settlement Amount, is
11 to be split between the Receivership Estate, on the one hand, and the Party
12 Investors, on the other hand. The Receivership Estate's fifty percent (50%) share
13 of the Net Settlement Amount of \$4,450,000 is then to be split between DLIF and
14 DLIFF in accordance with the prior Court-approved Claims Allowance
15 Stipulation as revised by the Motion.

16 The portion of the Net Settlement Amount to be received by DLIF will be
17 distributed by the Receiver on a pro rata basis to Participating DLIF Investors.
18 This pro rata distribution will be based on each DLIF Investor's Net Investment
19 (total investment less pre-receivership returns). The separate portion of the Net
20 Settlement Amount to be received by DLIFF will be distributed by the JOLs in
21 accordance with Cayman Islands law.

22 The amount of the distribution from the Net Settlement Amount that you
23 may receive cannot be determined at this time with accuracy because the
24 distribution depends on whether other Investors exclude themselves from the
25 Settlement and on the amount of Attorneys' Fees awarded by the Court.

26 **3. What am I giving up to potentially get a payment?**

27 Unless you exclude yourself from the Settlement pursuant to the
28 procedures described in this Notice, you will be barred and enjoined from

1 prosecuting any Released Claims against the D&Os, and you will have released
2 all Released Claims against the D&Os.

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4 Released Claims means, to the fullest extent that the law permits their
5 release, all past, present, and future claims of any nature whatsoever,
6 including, without limitation, all claims, suits, actions, allegations,
7 damages (including, without limitation, contributory, compensatory,
8 punitive, exemplary, rescissory, direct, consequential or special damages,
9 restitution, and disgorgement), liabilities, causes of action, complaints,
10 lawsuits, responsibilities, demands, rights, debts, penalties, costs,
11 expenses, fees, injunctive relief, attorneys' fees, expert or consulting fees,
12 prejudgment interest, indemnities, duties, losses, and obligations of any
13 kind, known or unknown, foreseen or unforeseen, whether or not
14 concealed or hidden, asserted or unasserted, existing or contingent, direct
15 or indirect, anticipated or unanticipated, asserted or that could have been
16 asserted by, or on behalf of, for the benefit of, or in the name of, any or all
17 of, the Claimants or Participating Investors, whether legal, contractual,
18 rescissory, statutory, or equitable in nature, whether arising under federal,
19 state, common or foreign law, that now exist, have ever existed, or might
20 ever exist, from the beginning of time in perpetuity, that arise out of or
21 relate in any way, directly or indirectly to: any of the DLI Receivership
22 Entities, DLIFF, the Receivership, the Receiver, the JOLs, any investors'
23 investment in the DLI Entities or a Released Party's performance of
24 his/her/its/their duties as a director, officer, employee, agent, owner,
25 member, manager, attorney or service provider of or to any of the DLI
26 Entities, or the events, transactions, occurrences and/or allegations (i) set
27 forth or described in, (ii) which were or could have been brought in, or
28 (iii) which arise out of or relate in any way to the institution, prosecution,
or settlement of any of the matters: the following actions and proposed
actions: (i) *SEC v. Direct Lending Invs., LLC*, Case No. 2:19-cv-02188
(C.D. Cal. Mar. 22, 2019); (ii) *SEC v. Ross*, Case No. 2:20-cv-07202 (C.D.
Cal. Aug. 8, 2020); (iii) *Marcia Kosstrin Trust v. Direct Lending Invs.,
LLC*, Case No. 2:19-cv-02452 (C.D. Cal. Apr. 1, 2019); (iv) *United States
v. Ross*, Case No. 2:20-cr-327 (C.D. Cal. July 30, 2020); (v) *Sharp v. The
Strawberry Peak Trust*, Case No. 2:22-cv-789 (C.D. Cal. Feb. 4, 2022);
and (vi) any draft complaints disclosed in connection with the mediation
among the parties.

1 Put simply, you will not be able to able to pursue any lawsuit or any claim
2 against the D&Os that in any way is related to the professional services provided
3 by the D&Os to the DLI Entities.

4 Additionally, if you do not exclude yourself from the Settlement pursuant
5 to the procedures described in this Notice, you are agreeing to, and by order of
6 the Court in the SEC Action will be required to, reduce the amount of any final
7 verdict or judgment you obtain against any Third Party by an amount that
8 corresponds to the percentage of responsibility of the Released Parties for
9 common damages. However, where the law governing such final verdict or
10 judgment (“Other Governing Law”) requires a reduction in a different amount,
11 the final verdict or judgment shall be reduced by an amount as provided by Other
12 Governing Law.

13 14 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

15 If you do not want a payment from the Settlement, but you want to keep
16 any right to bring a claim, sue, or continue to sue the D&Os on your own for any
17 Released Claims, then you must take the following steps. This is called
18 “excluding yourself” and is sometimes referred to as “opting-out.”

19 In the event that Investors that opt-out of the Settlement exceed a certain
20 threshold agreed upon by the Parties to the Settlement Agreement, the D&Os
21 have the sole and exclusive right to withdraw from and terminate the Settlement.
22 The Receiver and the JOLs believe that the Settlement Agreement is beneficial
23 for all investors and creditors of the DLI Entities.

24 **4. How do I opt-out?**

25 To exclude yourself from the Settlement, you must send a signed letter by
26 e-mail stating that you want to be excluded from the Settlement in *Securities and*
27 *Exchange Commission v. Direct Lending Investments, LLC*, Case No. 19-cv-2188
28 (C.D. Cal.). You must include your name, address, telephone number, and e-mail

1 address on the letter. You must sign the letter and e-mail it so that it is received
2 no later than March 31, 2025 to:

3 TeamDLI@stretto.com

4 You cannot exclude yourself on the phone. You must submit the written
5 exclusion request via e-mail as noted above.

6 If you ask to be excluded, you are not eligible to receive any Settlement
7 payment. By opting-out, you will not receive any benefit from the Settlement.

8 **5. If I do not opt-out, can I sue the D&Os for the same claim later?**

9 No. Unless you exclude yourself, you give up the right to sue the D&Os
10 for the Released Claims. If you have a pending lawsuit against any D&O, speak
11 to your lawyer in that case immediately. Remember, the exclusion date is March
12 31, 2025.

13 **6. If I opt-out, can I get money from the Settlement?**

14 No. If you exclude yourself, you will not be entitled to any distribution
15 under the Settlement described here. But you may sue, continue to sue, or be part
16 of a different lawsuit against the D&Os asserting a Released Claim.

17 **OBJECTING TO THE SETTLEMENT**

18 You can tell the Court in the SEC Action that you do not agree with the
19 Settlement, the Settlement Agreement, or the Final Approval Order.

20 **7. How do I object?**

21 If you wish to object to the terms of the Settlement Agreement or the Final
22 Approval Order, or you wish to appear at the Final Approval Hearing (the “Final
23 Approval Hearing” described below), you must submit a written objection via e-
24 mail to TeamDLI@stretto.com, no later than March 24, 2025. All objections
25 must:

- 26 a. contain the name, address, telephone number, and an e-mail
27 address of the Person filing the objection;

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- b. contain the name, address, telephone number, and e-mail address of any attorney representing the Person filing the objection;
- c. be signed by the Person filing the objection, or his or her attorney;
- d. state, in detail, the basis for any objection;
- e. attach any document the Court should consider in ruling on the Settlement Agreement and the Final Approval Order; and
- f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

Please note that if you do not submit an objection by the time and in the manner provided above, you will be deemed to have waived the right to object (including any right to appeal) and shall be forever barred from raising such objections in the SEC Action or any other action or proceeding. The Court may decline to permit anyone who fails to submit a written objection and request to appear at the Final Approval Hearing from appearing at the Final Approval Hearing. The Court will exercise discretion as to whether it wishes to hear from any person or entity who fails to make a timely written objection and request to appear.

If you do not opt-out and you object to the Settlement, and your objection is overruled by the Court, you will release and be barred from pursuing your own lawsuit against the D&Os related in any way to the professional services provided by the D&Os to the DLI Entities.

You do not need to appear at the Final Approval Hearing or take any other action to indicate your approval.

FINAL APPROVAL HEARING

The Court in the SEC Action will hold a hearing to decide whether to approve the Settlement Agreement and enter the Final Approval Order.

1 **8. When and where will the Court decide whether to approve the**
2 **Settlement?**

3 The Court will hold the Final Approval Hearing on the Settlement at 1:30
4 p.m. on April 14, 2025, in Courtroom 7D of the United States District Court for
5 the Central District of California, First Street Courthouse, 350 West 1st Street,
6 Los Angeles, California 90012. The purposes of the Final Approval Hearing will
7 be to: (i) determine whether the terms of the Settlement Agreement should be
8 finally approved by the Court; (ii) determine whether the Final Approval Order
9 should be entered by the Court; (iii) rule upon any objections to the Settlement
10 Agreement or the Final Approval Order; and (iv) rule upon such other matters as
11 the Court may deem appropriate. At the hearing, the Court will consider whether
12 the Settlement Agreement is adequate, fair, and reasonable.

13 **9. Do I need to come to the Final Approval Hearing?**

14 No. If you submit an objection, you do not have to come to the Court to
15 talk about it. As long as your written objection is received on time, the Court will
16 consider it. If you wish to make an appearance at the Final Approval Hearing,
17 you must make a request to do so in your objection.

18 **IF YOU DO NOTHING**

19 **10. What happens if I do nothing at all?**

20 You do not have to do anything to participate in the Settlement. If the Court
21 in the SEC Action grants final approval of the Settlement and enters the Final
22 Approval Order, if you are a DLIF Investor you will be bound by the Settlement
23 (including the releases) and, you will receive payment on a pro rata basis as
24 discussed above in Paragraph 2.

25 **IF YOU WANT MORE INFORMATION**

26 **11. How do I get more details on the Settlement?**

27 PLEASE DO NOT CONTACT THE COURT DIRECTLY. This Notice
28 does not provide all the details of the Settlement and the Settlement Agreement.

1 For further details, you can obtain copies of the Settlement Agreement, the
2 proposed Final Approval Order, the Notice of Settlement, the Motion, and other
3 supporting papers from the Receiver’s website (<http://case.stretto.com/dli>).
4 Copies of these documents may also be requested by e-mail, by sending the
5 request to TeamDLI@stretto.com; or by telephone, by calling the Stretto
6 Administrator at 855-885-1564.

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DATED: February 10, 2025 RAINES FELDMAN LITRELL LLP

By: /s/ Kathy Bazoian Phelps
Kathy Bazoian Phelps
Counsel for Bradley D. Sharp
Permanent Receiver