If You Obtained a Loan from L.D.F. Business Development Corporation, LDF Holdings, LLC, Lendgreen, LendUMo, Zfunds, Makwa Financial, Brightstar Cash, National Small Loan, Bear Claw Lending and Stone Lake Lending, Sky Trail Cash, Loan at Last, Nine Torches, Bridge Lending Solutions, Lakeshore Loans, UbiCash, Cash Aisle, MitigCapital, Avail Blue, Evergreen Services, Blue River Lending, Quick Help Loans (Greenline), or Radiant Cash,

You Could Get a Cash Payment from a Settlement.

A federal court ordered this notice. This is not a solicitation from a lawyer.

- Read this Notice. It summarizes your rights and provides you with information regarding a proposed nationwide Class Action settlement ("Settlement") against a number of individuals and entities alleged to have been involved in the making and collecting of online loans originated by the lending entities listed above associated with the Lac de Flambeau Band of Lake Superior Chippewa Indians (the "Tribe"), which are referred to here as the LDF Lending Companies. The settling defendants listed below are known here as the Settling Defendants.
- In December 2024, the U.S. District Court for the Western District of Virginia in the case *Fitzgerald, et al. v. Wildcat, et al.*, No. 3:20-cv-00044-NKM-JCH (W.D. Va.) approved a class settlement to resolve claims brought on behalf of all individuals who obtained a loan from any of the LDF Lending Companies, between July 24, 2016, and October 1, 2023 (the "Settlement Class"), against certain entities and individuals alleged to be involved in the LDF Lending Companies' operations. The previous settlement in the *Fitzgerald* case is referred to in this Notice as the "First LDF Settlement." Following the First LDF Settlement, an additional lawsuit was brought in the U.S. District Court for the Eastern District of Virginia against certain additional entities and individuals alleged to have also been involved in the LDF Lending Companies' operations, but who were not party to the First LDF Settlement. The Lawsuit claimed that the defendants participated in an enterprise to offer loans through the LDF Lending Companies at annual interest rates greater than what is permitted by state law. The Settling Defendants have denied and continue to deny all allegations or claims of wrongdoing made against them.
- The Settling Defendants have agreed to the terms of the proposed Settlement that is the subject of this Notice. As part of the proposed Settlement, the Settling Defendants will refrain from knowingly providing any services relating to the origination or collection of any consumer loans issued by any of the LDF Lending Companies and will also contribute $16,500,000 to a settlement fund to be distributed to the Settlement Class in accordance with the terms of the proposed Settlement and based on applicable state laws and the amounts paid on their class-period loans. The complete terms of the proposed Settlement are available at the Settlement website, **www.consumerloansettlement2.com**. You may also obtain further information about the Settlement at the following telephone number 1-(800)-681-3736, or by contacting Class Counsel.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a Settlement Class Member and may be eligible for a cash payment. You will give up rights to ever sue the Released Parties identified in the Settlement for legal claims relating to your LDF Lending Company consumer loan(s).
EXCLUDE YOURSELF	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights to bring, or to become part of, another lawsuit against any of the Released Parties for the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, you may write to the Court in the Lawsuit about why you don't like the proposed Settlement or why the Court should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed nationwide Settlement that will be considered by the United States District Court for the Eastern District of Virginia in Richmond, Virginia (the "Court"). The Settlement must be approved by the Court.

The Plaintiffs' claims are being settled in the United States District Court for the Eastern District of Virginia in the Lawsuit styled, *Jeffrey Bradby, et al. v. Vivus Servicing, Ltd., et al.*, Case No. 3:26-cv-00633 (RCY-MRC) (E.D. Va.).

2. WHAT IS THIS LAWSUIT ABOUT?

The claims involved in the Settlement arise out of loans made in the name of the LDF Lending Companies. The Settling Defendants who have agreed to resolve the claims under the proposed Settlement are individuals and entities alleged to have been affiliated with the lending operations of Radiant Cash or Lendgreen.

Plaintiffs allege the Settling Defendants worked with the LDF Lending Companies, the Tribe's officials, and other non-tribal participants, and violated federal and various state laws by making and collecting loans with annual interest rates in excess of the amount allowed by state laws. Plaintiffs sought to prevent the Settling Defendants from providing these services to the LDF Lending Companies and monetary damages.

The Settling Defendants vigorously deny any wrongdoing or liability. Among other defenses, they assert that they did not make these loans, that the loans are legal because the rates and terms were authorized under the laws of the Tribe, that the Tribe owns and operates the LDF Lending Companies, and because the borrowers each explicitly agreed that tribal law governed their loan(s).

Important case documents may be accessed at the Settlement website, **www.consumerloansettlement2.com.**

3. WHY IS THIS A CLASS ACTION?

In a class action case or proceeding, one or more people, called class representatives, bring an action on behalf of other people who have similar claims. All of the people who have claims similar to the class representatives are a class or class members, except for those who exclude themselves from the class. Here, the Plaintiffs have filed a lawsuit and negotiated the proposed Settlement on behalf of the members of the Settlement Class and against the Settling Defendants who were alleged to have been involved with the lending operations of the LDF Lending Companies.

4. HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class and would be affected by the Settlement if you obtained a loan from any of the LDF Lending Companies between July 24, 2016, and October 1, 2023.

If you received this Notice, you have been identified as a member of the Settlement Class and will be a Settlement Class Member unless you exclude yourself.

5. WHAT DOES THE SETTLEMENT PROVIDE?

The Settling Defendants have agreed to provide the following benefits and others more fully described in the underlying Stipulation and Agreement of Settlement (referred to herein as the "Settlement Agreement"), which is available for you to review at the Settlement website, **www.consumerloansettlement2.com**.

Monetary Consideration: A $16,500,000.00 ($16.5 million) fund will be created from contributions by the Settling Defendants to provide cash payments to the Settlement Class after paying any service awards to the named Plaintiffs, attorneys' fees, and the costs of providing notice and administering the Settlement. If the Court approves the Settlement, and if you are entitled to any monetary compensation from the Settlement, then one or more payments for your portion (a "Cash Award") will be automatically issued to you, provided you cashed your check from the First LDF Settlement. **If you were entitled to payment pursuant to the First LDF Settlement, but did not cash your check in the *Fitzgerald* case, then you will not be issued a cash payment for this Settlement unless you affirmatively submit a request for payment to the Settlement Administrator**. You can make this request online at the Settlement website, **www.consumerloansettlement2.com**, by emailing the Settlement Administrator at info@consumerloansettlement2.com with "Request for Payment" in the subject line

or by mail to Bradby v Vivus (894), c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL 32241-3698. Please provide your name, Notice ID, current mailing address, and email address or telephone number with your request.

If you received payment in the Fitzgerald v Wildcat settlement and you are eligible for payment in this settlement, you will receive your payment using the same payment method unless you choose another method or update your payment instructions at **www.consumerloansettlement2.com**.

If you are entitled to a payment, then the amount of your Cash Award will depend on what you paid in principal and/or what you paid in interest above your state's legal limits, as well as the amount of money available in the Settlement Fund. The list of the rates by state used in the Settlement is available at the Settlement website, **www.consumerloansettlement2.com.** The amount of each Cash Award will only represent a proportionate share of the recovery (because the total in settlement funds available will not be enough to pay everyone for the full amount paid on their loan). You may visit the Settlement website to determine if you would receive a payment, and you can contact the Administrator, using the contact information below, to get an estimate of the amount you likely would receive if the Settlement is approved. The payments made as part of this Settlement are in addition to the payment(s), if any, that you may have previously received as part of the First LDF Settlement.

The Settlement Administrator will mail all checks to the same address as this Notice, so please update your address if you move.

Payments are based on the laws of your state of residence at the time you took out the covered loan. You will **not** receive a cash payment, but will receive the other benefits of the Settlement, if you:

- Did not make any payments on your loan with the LDF Lending Companies; or
- Lived in Arizona, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, South Dakota, Vermont, and Virginia, and did not make payments above the principal of your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Washington, Washington D.C., or Wyoming and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada, which have no interest rate restrictions.

Other Benefits: In addition to their monetary contributions, the Settling Defendants will also agree not to knowingly provide any capital, services, or other affirmative assistance to any of the LDF Lending Companies, as well as any of their known successors-in-interest, for a period of three (3) years, and will not knowingly assist in the collection of any loans made by any of the LDF Lending Companies within the class period, including any attempted collections by third parties of loans made by any of the LDF Lending Companies within the class period, regardless of whether you have made any payments on those loans.

Future Recoveries: It is possible that you will also receive additional cash payments and/or benefits from claims being pursued against certain non-settling defendants in connection with this matter or other related lawsuits.

6. WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?

Nothing, provided that you cashed your check as part of the First LDF Settlement. ***If you are entitled to a cash payment and cashed your check from the First LDF Settlement***, then the Settlement Administrator will issue you a payment automatically approximately 90 days after the Court grants final approval to the Settlement and any appeals are resolved. **If you were entitled to payment pursuant to the First LDF Settlement, but did not cash your check in the *Fitzgerald* case, then you will not be issued a cash payment for this Settlement unless you affirmatively submit a request for payment to the Settlement Administrator**. You can make this request online at the Settlement website, **www.consumerloansettlement2.com**, by emailing the Settlement Administrator at info@consumerloansettlement2.com with "Request for Payment" in the subject line or by mail to Bradby v Vivus (894), c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL 32241-3698. Please provide your name, Notice ID, current mailing address, and email address or telephone number with your request.

The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move.
You can contact the Settlement Administrator using the contact information listed below if your address has changed.

For information about whether you will qualify for a cash payment, go to **www.consumerloansettlement2.com** or call 1-

(800)-681-3736.

7. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or any of the other Released Parties described in the Settlement Agreement concerning the Released Claims. This means that you will not be able to pursue or recover any additional money from the Released Parties described in § 2.17 and § 2.21 of the Settlement Agreement beyond the benefits of this Settlement. The Settling Defendants include defendants Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, Mark Bettiol, MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia.

Staying in the Settlement Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you. The complete Release and definition of Released Parties can be found in the Settlement Agreement, which is available on the Settlement website at **www.consumerloansettlement2.com**.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from this Settlement, you must send an "Exclusion Request" to the Administrator by mail. You may download a form to use from the Settlement website or you may send your own opt-out letter to the Administrator, which must include:

- The name of this Lawsuit: "*Jeffrey Bradby, et al. v. Vivus Servicing Ltd., et al.*, No. 3:26-cv-00633 (RCY-MRC) (E.D. Va.)"
- Your full name, address, and telephone number,
- The last four digits of your social security number, or the name of the relevant LDF Lending Company with which you had a loan and your corresponding loan or account number,
- A clear statement that you want to be excluded: "I request to be excluded from the class settlement in this case," and
- Your Signature.

Your Exclusion Request must be **postmarked** by no later than January 4, 2027, and mailed to: Bradby v Vivus (894), c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL 32241-3698.

You may not make an Exclusion Request for or on behalf of any person or member of the Settlement Class other than yourself.

9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than excluding yourself from the Settlement.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Court. The Court and Class Counsel will consider your views carefully.

To object, you must send a letter stating your views to each of the parties listed below:

Court	Clerk of Court, United States District Court, Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219
Class Counsel	Kristi C. Kelly, Andrew J. Guzzo, Casey Nash, J. Patrick McNichol, and Matthew G. Rosendahl, Kelly Guzzo, PLC, 3925 Chain Bridge Road, Suite 202, Fairfax, VA 22030
Defense Counsel	John Michael Erbach, Whiteford, Taylor & Preston, LLP, Two James Center, 1021 East Cary Street, Suite 2001, Richmond, VA 23219
	Michael Stinson, Dorsey & Whitney, LLP (MN-NA), 50 S Sixth St, Suite 1500, Minneapolis, MN 55402
	Charles Kalman Seyfarth, Elizabeth Scott Turner, O'Hagan Meyer, PLLC (Richmond), 411 East Franklin St, Suite 500, Richmond, VA 23219
	David Michael Gettings, Troutman Pepper Locke LLP, 222 Central Park Avenue, Ste 2000, Virginia Beach, VA 23462
	Erin E. Edwards, Troutman Pepper Hamilton Sanders LLP, 227 W Monroe Street, Suite 3900, Chicago, IL 60606

You should include the docket number on the envelope and letter you file with the Court: "EDVA USDC Case No. 3:26-cv-00633 (RCY-MRC))".

All objections must comply with the requirements in the Court's Preliminary Approval Order and include:

- Your name, address, telephone number and e-mail address,
- Your loan or account number (if you know it) with the relevant LDF Lending Company,
- A sentence confirming that you are a Settlement Class Member,
- The factual basis and legal grounds for the objection to the Settlement, and
- A list of all prior cases in which you and your counsel (if represented) have objected to a class settlement. Counsel representing an objecting Settlement Class Member must enter an appearance in the Lawsuit. If you want to appear personally at the hearings, you must state that in your Objection.

Objections must be filed with the above Court in the Lawsuit by no later than January 4, 2027, and served on Class Counsel and all other counsel of record for the Settling Defendants so that they are postmarked by no later than January 4, 2027.

10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the Settlement.

The Eastern District of Virginia will hold a final hearing on the fairness of the Settlement on February 18, 2027, at 11:00 a.m. in the courtroom of Judge Roderick C. Young of the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Court will consider them at that time. The hearing may be rescheduled without additional direct notice. Please check **www.consumerloansettlement2.com** to stay informed about the date and time of the hearing.

11. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. If you mailed your completed written objection on time, the Court will consider it. You may also retain a separate lawyer other than Class Counsel to appear on your behalf at your own expense.

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the following law firm and its affiliated attorneys listed below as Class Counsel to represent you and all other members of the Settlement Class:

Kristi C. Kelly, Andrew J. Guzzo, Casey Nash, J. Patrick McNichol, and Matthew G. Rosendahl
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel are permitted to ask the Court for an award of attorneys' fees not to exceed one third of the monetary consideration under the Settlement, which will not exceed $5.5 million. The amounts awarded by the Court for attorneys' fees and costs, and/or for Plaintiff service awards will reduce the amount of the Fund available for distribution to Settlement Class Members.

Class Counsel will ask the Court to approve a $10,000 service award payment to each of the twenty-four individual Plaintiffs in the Lawsuit. The Plaintiffs made substantial contributions in the prosecution of the Lawsuit for the benefit of the Class. The Court will ultimately decide how much the individual Plaintiffs will be paid.

14. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting **www.consumerloansettlement2.com**, by contacting the Settlement Administrator at 1-800-681-3736 or info@consumerloansettlement2.com, or by contacting Class Counsel at 804-415-8848 or questions@kellyguzzo.com.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGES, THE DEFENDANTS OR THE DEFENDANTS' COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.