CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), made subject to approval by the Court, is by and between Donald Mansell ("Class Representative") individually and as the representative of the Class, as defined herein, and Prestige Financial Services, Inc. ("Prestige"). Class Representative, Prestige and the Settlement Class are also individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Donald Mansell is the named counterclaim plaintiff in the civil action pending before the Fifteenth Judicial Circuit Court, Lafayette County, Missouri (the "Court"), styled *Prestige Financial Services, Inc. v. Donald Mansell, et al.,* Case No. 23LF-CV00623-01 (the "Litigation"); and

WHEREAS, Donald Mansell is asserting claims against Prestige for alleged violations of the Uniform Commercial Code (as adopted by individual states), and seeks statutory damages and other relief on his own behalf and on behalf of a class of persons similarly situated because they entered into a secured, collateralized finance agreement with Prestige (or which was assigned to Prestige) and the collateral which secured such financing was either voluntarily surrendered or repossessed; and

WHEREAS, the Parties have agreed to a Settlement which establishes a Settlement Class, comprised of all persons who fall under the class definition (and do not fall under one of the exclusion categories) set forth in the Court's July 18, 2025 amended class certification order, and who were sent a presale and/or post-sale notice with the pertinent bankruptcy disclosure language within the limitations period for each state as set forth in the Court's June 2, 2026 order; and

WHEREAS, Mansell's counsel (hereinafter, "Class Counsel") and Prestige's counsel have investigated the facts relating to the claims alleged in the Litigation and the events and transactions underlying the Litigation, through formal and informal discovery, and have made a thorough study of the legal principles applicable to the claims being asserted against Prestige; and

WHEREAS, the Parties have agreed, subject to Court approval, to resolve the Litigation as between Mansell and the Class and Prestige under the terms set forth herein; and

WHEREAS, Mansell, the Class, Prestige and their respective counsel have engaged in arm's length negotiations concerning the settlement of the claims and causes of action being asserted against Prestige in the Litigation; and

WHEREAS, Mansell and Class Counsel have concluded that a settlement with Prestige as stated will be fair, just, equitable, reasonable, adequate and in the best interests of Mansell and the members of the Settlement Class based upon their investigation, study, negotiations and discovery taken, and considering the contested issues, the expense and time to prosecute the Litigation against Prestige through trial, the delays and the risks and costs of further prosecution against Prestige, the uncertainties of complex litigation, and the benefits to be received under the Agreement; and

WHEREAS, Prestige desires to settle the claims being asserted against it on the terms and conditions set forth herein to avoid the burden, expense, and uncertainty of continuing litigation, and to put to rest all controversies that have been or could be raised against Prestige in the Litigation; and

WHEREAS, the Parties acknowledge and agree the Agreement constitutes a compromise in settlement of the claims and causes of action that have been or could be raised by Mansell and the Settlement Class (or members thereof) against Prestige and/or the other "Released Persons," as defined herein, as to, or in connection with, any collateralized financing from Prestige, but shall in no way release or affect the existing or future claims, causes of action, remedies, and/or rights to relief that Mansell or members of the Settlement Class may have against any person, association or entity other than the "Released Persons" regarding their financing from Prestige.

NOW THEREFORE, the undersigned Parties, each intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth, agree, subject to approval of the Agreement by the Court, that the Litigation and the "Released Claims," as defined herein, against the "Released Persons," as defined herein, are finally and fully compromised and settled and that the claims of the Settlement Class, as defined herein, against the "Released Persons" shall be dismissed with prejudice as against the "Released Persons":

1. <u>Definitions</u>

As used in the Agreement, the following terms shall be defined as follows:

a. Prestige. "Prestige" means Prestige Financial Services, Inc., a Utah corporation.

b. Cash Fund. "Cash Fund" means the amount to be delivered by Prestige under Section 3 below.

c. Class Counsel. "Class Counsel" means Benjamin S. McIntosh of SWMW Law, LLC, 701 Market Street, St. Louis, Missouri 63101.

d. Class Email Notice. "Class Email Notice" (or "Short-Form Notice") means a notice in a form substantially the same as that attached as **Exhibit A**.

e. Class. "Class" has the meaning defined in Section 2.

f. Class Member. "Class Member" means any member of the Class who does not timely opt out of the Settlement under Section 8. If a Class Member has died, then the person's estate, heirs, representatives, successors, or assigns is deemed a Class Member.

g. Class Member Payment. "Class Member Payment" means the portion of the Net Distributable Settlement Fund to be paid to the respective Class Members under the Settlement. The Net Distributable Settlement Fund will be divided on a *pro rata* basis in the amount as provided below to each Class Member by the issuance of a check by the Settlement Administrator. The amount of the Settlement Check issued to Class Members will be determined by multiplying the Net Distributable Settlement Fund by the Class Member's prorated percentage. The Class Member's prorated percentage is equal to a numerator consisting of 10% of the "Amount Financed" on the Class Member's finance agreement plus the "Finance Charge" on the Class Member's finance agreement and a denominator consisting of 10% of the aggregate "Amount Financed" for the Class plus the aggregate "Finance Charge" for the Class.

h. Court. "Court" means the Fifteenth Judicial Circuit Court, Lafayette County, Missouri.

i. Deficiency Write-Off. "Deficiency Write-Off" means the deficiency amounts that Prestige will write off for the benefit of the Class as provided for in Section 3.

j. Effective Date. The "Effective Date" of the Agreement means the first date on which all the conditions in Section 11 will have been satisfied.

k. Final Approval Order. "Final Approval Order" means an Order consistent with Section 9 which provides final approval of the Agreement and the "Settlement" under Missouri Supreme Court Rule 52.08.

l. Final Fairness Hearing. "Final Fairness Hearing" means the hearing at which the Court will decide whether to grant final approval of the Settlement embodied in this Agreement.

m. Final Judgment. "Final Judgment" means a Judgment of the Court consistent with Section 9.

n. Gross Deficiency Write-Off Amount. "Gross Deficiency Write-Off Amount" is the aggregate of the amount that Prestige is writing off of the Class Member's accounts as part of the consideration for this Settlement.

o. Long-Form Notice. "Long-Form Notice" means a notice in a form substantially the same as that attached hereto as Exhibit B.

p. Net Distributable Settlement Fund. "Net Distributable Settlement Fund" means the "Cash Fund" plus any interest earned on the Cash Fund, while in escrow, minus the sum of (a) any incentive award approved by the Court and paid to the Class Representative; (b) any litigation expenses and/or costs approved by the Court and awarded to Class Counsel for this Litigation; (c) any award of attorneys' fees to Class Counsel; and (d) any and all costs of notice and settlement administration.

q. Person(s). Person(s) has the broadest meaning possible and includes all legal entities such as corporations, companies and the like.

r. Preliminary Approval Order. "Preliminary Approval Order" means an Order consistent with Section 7, preliminarily approving the Settlement, directing the issuance of class notice, and scheduling a Final Fairness Hearing under Missouri Supreme Court Rule 52.08.

s. Released Persons. "Released Persons" means Prestige, any of its parents, subsidiaries and/or affiliates, and Prestige's respective members, predecessors, successors and assigns, and each of their past and present officers, directors, shareholders, members, employees, its counsel, attorneys (including any consultants hired by counsel), accountants, insurers, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns. "Released Persons" may not be construed in any manner that precludes recovery by the Class Representative and the Class as contemplated by Sections 3 and 4.

t. Released Claims. "Released Claims" means all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of or in any way related to:

i. Prestige's repossession and disposition of collateral in connection with Prestige's financing agreements with the Class Members; or

ii. any claim relating to the inadequacy or insufficiency of any notice or disclosure provided by Prestige to the Class Members;

whether arising from federal, state or local law or regulation which any of the Class Members have or may have had, or now have, from the beginning of time up through and including the Effective Date, against Prestige. "Released Claims" may not be construed in any manner that precludes recovery by the Class Representative and Class as contemplated by Sections 3 and 4.

u. Releasors. "Releasors" means the Class Representative and all Class Members, and each of their respective heirs, executors, administrators, assigns, predecessors and successors, and any other person claiming jointly with or by or through any or all of them. Releasors does not include any members of the Class who opt out of the Settlement under Section 8.

v. Settlement. "Settlement" means the compromise in settlement memorialized in this Agreement.

w. Settlement Administrator. "Settlement Administrator" means American Legal Claim Services LLC, or any other independent class action settlement administrator company retained by Class Counsel and approved by the Court to administer the Settlement.

x. Total Class Benefit. "Total Class Benefit" means the quantifiable benefits conferred upon the Class, including the Cash Fund of $6,500,000.00, the Gross Deficiency Write-Off Amount, which Prestige currently estimates is approximately $43,200,000.00, and the benefits conferred by Section 3 regarding account tradeline deletion.

2. <u>Certification of the Settlement Class</u>

a. The Class. The "Class" means all persons who fall under the class definition as set forth in the Court's July 18, 2025 amended class certification order, and who did not fall under one of the exclusion categories listed in the amended class certification order, and who Prestige sent a presale and/or post-sale notice within the applicable limitations period for each state as set forth in the Court's June 2, 2026 order. The Class also excludes Prestige, including any parent, subsidiary, affiliate or controlled person of Prestige; Prestige's officers, directors, agents, employees and their immediate family members, as well as the judicial officers assigned to this Litigation and members of their staff and immediate family.

b. Class List. Prestige produced a class list on August 27, 2026 as part of discovery in the Litigation. To protect the privacy and the names, addresses, and other personal information of the members of the Class, the class list shall not be filed with the Court. If the Court requires the list containing all the information provided to Class Counsel be filed, the Parties agree the list

must be filed under seal with the Court to protect the privacy and the names and addresses of the members of the Class.

c. Failure of Condition. If the Agreement is not approved by the Court under the proposed Final Approval Order and Final Judgment, the Agreement, the Settlement (including any modifications made with the consent of the Parties), and any action(s) taken or to be taken in connection therewith, terminate and become null and void and have no further force or effect, the Preliminary Approval Order must be vacated, and the Parties will be restored to their respective positions existing prior to the execution of the Agreement. In addition, neither the Agreement, the Class, the Preliminary Approval Order, nor any other document relating to any of the foregoing, may be relied on, referred to or used for any purpose with any further proceedings in the Litigation or any related action. In such case, or if the Agreement terminates or the settlement embodied therein does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating thereto will be without prejudice to the rights of the Parties, who must be restored to their respective positions existing prior to the execution of the Agreement, and evidence relating to the Agreement, and all negotiations, may not be discoverable or admissible.

d. Denial of Liability; No Admissions. The Parties are entering into this Agreement to resolve vigorously disputed claims that have arisen between them and to avoid the burden, expense and risk of further litigation. By entering into settlement negotiations and ultimately this Agreement, Prestige and the other Released Persons are not making any agreement, admission or concession regarding any claims or defenses alleged or asserted in the Litigation, or any factual or legal assertions made formally or informally in the course of the Litigation. Neither the Agreement nor any of its terms or provisions nor any of the negotiations between the Parties or their counsel may be construed as an admission or concession of Prestige or any of the Parties of anything, including but not limited to the claims and defenses asserted in the Litigation, or any factual or legal assertions made formally or informally in the course of the Litigation. The Parties agree that if the Settlement is not approved or if anything prevents it from becoming final, nothing contained in the Agreement or the negotiations will be admissible in any way and no Party will seek to admit any such matter in any ensuing litigation.

3. Settlement Consideration and Distribution of the Settlement Fund to the Settlement Class Members

a. **Funding**. Within twelve (12) business days after the Effective Date and the receipt of an IRS Form W-9 from Class Counsel, Prestige or its representative(s) shall deliver $6,500,000.00 (Six Million, Five Hundred Thousand and 00/100 Dollars) into a qualified settlement fund established by the Settlement Administrator, subject to Section 14, by wire, check or some other mutually agreeable form of payment. The account will be labeled "Mansell Class Action Qualified Settlement Fund" (or something similar if agreed to by the Parties).

b. **Inviolable Cap.** The $6,500,000.00 Cash Fund will be the sole source for any costs, fees, or other payments, including but not limited to the costs of notice and administration, attorneys' fees, litigation, expenses and costs and class representative compensation (the "Cash Fund").

c. **Conditions for Return**. The Cash Fund must be returned to the person(s) paying it if the Settlement is rescinded, terminated, vacated, voided or the Effective Date does not arrive for any other reason.

d. **Fund Administration**. The Settlement Administrator, subject to such supervision and direction of the Court as may be necessary, shall be responsible for and shall administer and oversee the distribution of the Cash Fund and Net Distributable Settlement Fund under the terms of the Agreement.

e. **Reallocation for Opt-Outs**. Subject to the provisions in Section 8, if any members of the Class timely opt out and exclude themselves from the Settlement, the portion of the Net Distributable Settlement Fund attributable to said "opt outs" remain a part of the Net Distributable Settlement Fund and will be reallocated to the Class Members pro rata. The Parties shall submit any required revisions to the Court prior to the Final Fairness Hearing.

f. **Class Member Payments**. The Settlement Administrator and/or Class Counsel shall calculate the Net Distributable Settlement Fund and the Settlement Administrator shall distribute the Net Distributable Settlement Fund to the Class Members in the pro rata amounts set forth in Section 1.g. or as the Court may otherwise determine and approve. Such distributions to the Class Members are referred to and defined as the "Class Member Payments." The Settlement Administrator shall distribute the Class Member Payments within thirty (30) days after the Effective Date by checks mailed to the Class Members. The Settlement Administrator will re-mail any returned check to any new address disclosed. If any check is returned a second time, or if any

unreturned check is deemed void, the Settlement Administrator shall undertake reasonable efforts to locate a current address for the Class Member and resend the check.

g. Check Expiration. Following the expiration of ninety (90) days after the Effective Date, all checks first issued to the Class Members as a Class Member Payment not cashed or negotiated will be deemed void, and the Settlement Administrator shall stop payment on such checks. Following the expiration of 180 days after the Effective Date, all checks reissued to the Class Members as a Class Member Payment not cashed or negotiated will be deemed void, and the Settlement Administrator shall stop payment on such checks. All portions of the Net Distributable Settlement Fund remaining 180 days after the Effective Date, less any costs or expenses associated with stopping payment on such checks, shall be subject to a cy pres distribution to National Consumers League.

h. Allocation of Class Member Payments. For purposes of issuing Settlement Checks, payment to joint or co-obligors or co-borrowers shall be divided equally between co-borrowers and a separate check shall be sent to each co-borrower. Any Settlement Checks for Class Members who are joint or co-obligors or co-borrowers shall be issued and shall be mailed to the last known address. All Class Members represent and warrant he or she is entitled to receipt of the Class Member Payment and has not assigned by operation of law or otherwise the right to receipt of the Class Member Payment. The Class Members shall, upon receipt of any Class Member Payment, remit the Class Member Payment to any persons having received by assignment or operation of law any right, title or interest to or in the Class Member Payment.

i. No Responsibility. The Released Persons shall have no responsibility for, interest in, or liability regarding the investment, allocation or distribution of the Net Distributable Settlement Fund, the determination, administration, calculation, or payment of claims, tax liability, the payment or withholding of taxes, or any losses in connection with the Settlement Funds or the implementation of this Settlement.

j. Bankruptcy. If a Class Member has filed for bankruptcy, the Class Member shall be solely responsible for providing any required notice to the bankruptcy trustee or Bankruptcy Court of the Settlement and Class Member Payment.

k. Write-Off of Certain Deficiency Amounts. The original amount and enforceability of the alleged deficiency balances outstanding on each Class Member's account is disputed in good faith. As a result of this good-faith dispute, Prestige shall write off up to $2,000.00 from

the deficiency balance on each Class Member account associated with the allegedly non-compliant pre-sale and post-sale notices, resulting in an estimated debt waiver amount of approximately $43,200,000.00. The write-off of deficiencies shall operate to reduce the alleged obligations of the Class Members by subtracting $2,000.00 from their outstanding debt, if their total deficiency amount is $2,000.00 or greater. If a Class Member's total deficiency amount is less than $2,000.00, the entire deficiency for that Class Member will be written off. The Class shall be specifically informed by way of the Class Email Notice of the potential tax consequences of the proposed settlement. As consideration for this debt waiver, the Class Members agree not to pursue any affirmative claims for damages (including, but not limited to, class claims), but may still assert any and all defenses that may exist as to their remaining deficiency amount, except for a defense related to the inclusion of the bankruptcy disclosure language on a statutory notice sent by Prestige to the Class Members.

Promptly upon the Effective Date of the Agreement, Prestige will close all Class Member accounts which have an outstanding debt that is less than or equal to $2,000.00 and will write off the deficiency balance then owed or claimed remaining as of the Effective Date on such Class Members' accounts, and will cease all collections and attempts to collect monies regarding said closed accounts and written off balances. Upon Final Approval being granted, Prestige shall not accept payments on Class Members' accounts which have an outstanding debt that is less than or equal to $2,000.00 and will return any payment received after the Final Approval Order by returning the payment instrument to the sender. If final approval is not granted, all collections on the closed accounts and written off balances after the date of Preliminary Approval shall be retained by Prestige.

The debt write off described herein shall be included as part of the Total Class Benefit.

l. Credit Reporting by Prestige. After the Effective Date, Prestige will cease reporting to the national credit reporting agencies (Experian, Equifax, TransUnion, and Innovis) (the "Credit Bureaus") there is any amount due or owing from the Class Members on the accounts that are the subject of this Settlement and which have deficiency balances less than or equal to $2,000.00. Within sixty (60) days after the Effective Date, Prestige will submit to the Credit Bureaus, through an electronic file, a request to delete the tradeline for each Class Member's account that had a deficiency balance less than or equal to $2,000.00 which was written off pursuant to Section 3.k.

The Parties acknowledge the Credit Bureaus are separate and distinct entities from Prestige. The Parties acknowledge that Prestige can request, but cannot guarantee, warrant, or take responsibility for the Credit Bureaus regarding changing, deleting, suppressing, or making entries regarding any credit information or other information regarding the Class Members' accounts. Provided Prestige has undertaken its obligations in this Section 3.l., Class Representative and the Class Members waive all claims, whether arising in contract or tort, common law or statute, and/or federal or state law (including, but not limited to, claims for any damages, attorneys' fees and/or costs) against Released Persons that may arise subsequent to the Agreement or which arise out of or relate to actions required to be taken by Prestige under this provision. If an item fails to get deleted or the reporting reoccurs on any account involved in this Litigation after Prestige's initial request, the only remedy of the Class Members as to Released Parties for the failure of any consumer or credit reporting agencies to amend the consumer or credit report is to request in writing that Prestige again request that its tradeline be deleted as to the relevant finance agreement. It shall be solely the obligation of the individual Class Members to review their respective credit reports with the consumer or credit reporting agencies to ensure that the consumer or credit reporting agencies have complied with Prestige's request to delete the tradeline.

m. Cessation of Collection. Upon Preliminary Approval being granted, Prestige shall take no further action to collect or attempt to collect alleged deficiency balances from the Class Members whose outstanding deficiency balances were less than or equal to $2,000.00, including but not limited to the filing of a deficiency lawsuit. Conversely, Prestige retains the right to collect or attempt to collect alleged deficiency balances from the Class Members whose outstanding deficiency balances were greater than $2,000.00 as of the date of the Final Approval Order.

n. Taxes. Class Representative and Class Counsel acknowledge and agree the Class Members are solely responsible for the payment or withholding of any and all federal, state, city or local taxes which might be due and owing as a result of any term contained in this Agreement. The Parties acknowledge that no tax advice has been offered or given by either Party, their attorneys, agents, or any other representatives, in the course of these negotiations, and each Party is relying upon the advice of its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this agreement.

o. Settlement Administrator. Any costs, fees and expenses, including but not limited to class administration, shall be paid from the Cash Fund.

4. Incentive Award and Attorney's Fees and Costs

a. Incentive Award. Class Counsel and/or Class Representative may petition the Court for the payment of an incentive award in a total amount not to exceed $50,000.00 for Class Representative in recognition of services rendered for the benefit of the Class throughout the Litigation. Any such incentive award shall be in addition to the amount to be paid on Class Representative's individual claims. Any incentive award approved by the Court shall be paid from the Cash Fund and not in addition to it. Any incentive award approved by the Court shall be deducted from the Cash Fund and distributed to the Class Representative with his Class Member Payment. Prestige will not object to the Class Representative applying to the Court for and/or receiving an incentive award in an amount not to exceed $50,000.00.

b. Cost Award. Class Counsel and/or Class Representative may petition the Court for an award of litigation costs and expenses. Any such litigation costs and expenses will be paid from the Cash Fund and distributed to Class Counsel within seven (7) days after the Cash Fund is received by the Settlement Administrator or later if requested by Class Counsel. Prestige will not object to Class Counsel or Class Representative applying to the Court for and receiving an award of litigation costs and expenses from the Cash Fund not to exceed $90,000.00.

c. Fee Award. Class Counsel and/or Class Representative may also petition the Court for an award of attorney's fees based on a percentage of the Total Class Benefit. Any such fee award approved by the Court will be paid from the Cash Fund and distributed to Class Counsel within seven (7) days after entry of the Final Approval Order and the dismissal of all claims with prejudice. Prestige will not object to Class Counsel or Class Representative applying to the Court for, and receiving an award of, attorneys' fees not to exceed 15% of the Total Class Benefit.

d. No Allocation Liability. Prestige and the Released Persons shall have no liability or other responsibility for the allocation of the attorney's fees and expenses among and between Class Counsel and any other counsel for Class Representative or Class Members, or with respect to the incentive award to the Class Representative. In the event that any dispute arises relating to the allocation of the attorney's fees and expenses or the incentive award, Class Counsel and Class Representative agree that they are barred from suing or asserting any claim against Prestige and the Released Persons relating to or arising out of in any way the attorneys' fees and expenses or the Class Representative's incentive award.

5. Releases

a. Final Release. Upon Prestige's compliance with its obligations under this Agreement, Releasors, by operation of the Agreement and the Final Approval Order and Judgment, shall be deemed without further action by any person or the Court, (i) to have fully, finally and forever released, settled, compromised, relinquished, and discharged all of the Released Persons of all Released Claims; (ii) and to be forever barred and enjoined from instituting or further prosecuting in any forum including, but not limited to, any state, federal, or foreign court, or regulatory agency, the Released Claims. Settlement Class Members shall be permanently barred from participating as class representatives, class members, or beneficiaries in any future class, collective, representative, or mass action asserting Released Claims.

b. Known and Unknown Claims. The Releasors acknowledge and agree that they know they may discover material or immaterial facts besides or different from those which they now know or believe to be true regarding the subject matter of the Release, but they intend to and do, upon the Effective Date of the Agreement, fully, finally and forever settle and release each and every of the Released Persons from every Released Claim, known or unknown, suspected or unsuspected, accrued or not accrued, contingent or matured, which now exists, may exist, or may heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts.

c. Binding. Subject to Court approval, each Class Member shall be bound by the Agreement and all of their claims shall be dismissed with prejudice and released even if they never received actual, prior notice of the Litigation or the Settlement in the Class Email Notice or otherwise. The Release and agreements in this section shall apply to and bind all Class Members, including those Class Members whose Class Email Notices are undeliverable, and those for whom no current address can be found.

d. Generality of the Release. Nothing in this section is intended to limit the generality of the release and covenant not to sue set forth above. It is the purpose and intent of this Agreement that all claims, actions and causes of action by the Class Representative and Class Members as set forth in the Litigation, and/or any claims under the financing agreement(s) which are the subject matter of the instant proceeding, shall forever be barred. If a Class Member seeks, in a separate action or proceeding, relief that would be inconsistent with the terms of this Agreement, Prestige or any Released Party may by affidavit or otherwise in writing, advise the other Parties and the

court or other forum in which such action or proceeding is brought, that such relief in that action or proceeding is unwarranted. If requested by Prestige or any Released Party, the Class Representative or Class Counsel shall also advise the court or other forum in which such action or proceeding is brought, in writing, that such relief in that action or proceeding is unwarranted. Provided that, since this Agreement provides for review by the Court, any of the Parties hereto may recommend that matters raised in such separate action or proceeding should be submitted to the Court for resolution under the terms of this Agreement.

6. Representations and Stipulations

a. Prestige's Representations. Prestige represents, warrants and declares that:

i. It has acted in good faith and has used its best efforts in identifying the Class Members;

ii. It has not transferred or sold any accounts of the Class Members since the Parties reached a settlement in principle on August 31, 2026;

iii. To the best of its actual knowledge, there are no members of the Class other than those identified; and

iv. The total amount of the Class Members' deficiencies that is to be waived under this Agreement, after reducing each Class Member's outstanding debt by $2,000.00, or if the deficiency is less than $2,000.00 eliminating the entire amount of the deficiency, in Prestige's records on the date of this Agreement is approximately $43,200,000.00.

b. Class Counsel's Representations. Except for their clients in the Litigation, Class Counsel represents and warrants to Prestige that Class Counsel has not been retained by any client to commence a new lawsuit or pursue any claims or right of relief against Prestige regarding any of the Released Claims. In addition, Class Counsel agrees they will not solicit the right to legally represent any member or members of the Class who opt(s) out of the Class and Settlement regarding the Released Claims unless the Agreement terminates or does not become effective. Class Counsel also warrant they do not presently have any intention of seeking to represent any clients who have, or claim to have, any claims against any of the Released Persons.

7. Preliminary Approval Order

The Parties shall promptly move the Court for a Preliminary Approval Order that:

a. Preliminarily approves and certifies the Class under Missouri Supreme

Court Rule 52.08 for settlement purposes only;

b. Preliminarily approves the Agreement as fair, reasonable and adequate under Missouri Supreme Court Rule 52.08 subject to a final determination by the Court;

c. Approves the appointment of Class Representative as representative of the Class;

d. Approves the appointment of Class Counsel as counsel for the Class;

e. Approves the appointment of ALCS as Settlement Administrator;

f. Stays all proceedings in the Litigation, enjoins the prosecution by Class Members who do not timely and validly exclude themselves from this Settlement of any non-filed or pending individual or class claims asserting any claim(s) encompassed by the claims released above;

g. Approves a form of emailed notice substantially similar to the Class Email Notice attached hereto as **Exhibit A** to be sent to the members of the Class by email at the best updated email address available to Prestige or any better subsequent email address determined by the Settlement Administrator;

h. Approves a Long-Form Notice (substantially similar to the notice attached hereto as **Exhibit B)** that contains more extensive information than the Class Email Notice and that will be provided to members of the Class by request and on a website;

i. Directs the Settlement Administrator to email the Class Email Notice promptly after entry by the Court of the Preliminary Approval Order to the Class by email to the last known email address of such persons and to provide the Long-Form Notice to members of the Class on a website or otherwise if Class Members request it; or, if Prestige does not have an email address for any Class Member, to direct mailing of a notice containing the same contents as the Class Email Notice to the last known address of the Class Member;

j. Schedules a Final Fairness Hearing for final approval of the Settlement;

k. Establishes a procedure for members of the Class to opt out of the Settlement and setting a date, approximately 45 days after the emailing of class notice or earlier as the Court directs, after which no member of the Class shall be allowed to opt out of the Class;

l. Establishes a procedure for the members of the Class to appear and/or object to the Settlement and setting a date, approximately 45 days after the emailing of the Class Email Notices or earlier as the Court directs, after which no member of the Class shall be allowed to object; and

m. Contains such other provisions consistent with the terms and provisions of the

Agreement as the Court may deem advisable.

8. Opt Outs and Objections by Members of the Settlement Class

a. Procedure for Opt-Out Requests. The deadline for opt-out requests shall be set forth in the Preliminary Approval Order. Any request to opt out must be in writing and must include the name, address, telephone number, last four digits of the Social Security Number of the Class Member seeking to opt out, and a statement that the Class Member and all other borrowers named on the Class Member's finance agreement are seeking exclusion from the Class. Any opt-out request must be signed by each person who was a party to the finance agreement that is the subject of this Litigation, unless such person is deceased. If a party to the finance agreement is deceased, a copy of the death certificate for such person shall be submitted with the opt-out request. Any opt-out request must include a reference to "*Prestige Financial Services, Inc. v. Donald Mansell, et al.,* Case No. 23LF-CV00623-01" and be mailed to the Settlement Administrator. The Settlement Administrator shall send all opt-out requests to Class Counsel and Prestige's Counsel via email within five (5) days after receiving said requests. To be timely and effective, any opt-out request must be postmarked by the opt-out date established by the Court in the Preliminary Approval Order. No member of the Class may opt out by having a request to opt out submitted and signed by an actual or purported agent or attorney acting on behalf of the Class Member. No opt-out request may be made on behalf of a group of Class Members. Each member of the Class not submitting an opt-out request that substantially complies with this section shall be included in the Class and deemed a Class Member. The Settlement Administrator shall provide to the Court, by the date of the Final Fairness Hearing, a list of all persons, by reference to a unique identifier or the last four digits of their Social Security Number, who have timely and adequately filed a request to be excluded from the Class.

b. Opt-Out Limit. If ten percent (10%) or more of the Class opts out of the Settlement, then each Party will have twenty-one (21) days to determine whether to withdraw from the Settlement. If the option to rescind is exercised, then the Agreement is void, and the Parties shall return to the status quo as if the Parties had not entered into the Agreement, and nothing contained in the Agreement or the settlement negotiations shall be discoverable or admissible in any further proceedings. If the option to rescind is exercised, then Prestige shall have the right to contest the certification of a class, and this Agreement may not be used as evidence or otherwise be used in any court filing or proceeding. Notwithstanding anything to the contrary in this

Agreement, if Prestige elects to rescind the Agreement under this section, Prestige will reimburse Class Counsel for the documented expenses and costs actually incurred in connection with seeking preliminary approval of the Settlement before Prestige exercised its rescission right.

c. Procedure for Objections to Settlement. Any member of the Class who wishes to object to the Settlement, or to the incentive awards or the awards of expenses, costs and/or attorneys' fees, must file a written notice of objection, including supporting papers as described further below (collectively referred to as the "Notice of Objection"), with the Court on or prior to the date established by the Court in the Preliminary Approval Order. To determine timeliness, a Notice of Objection shall be deemed to have been submitted when received and filed with the Clerk of Court. Copies of the Notice of Objection must also be postmarked by the date established by the Court in the Preliminary Approval Order, which shall be no later than fourteen (14) days before the Final Fairness Hearing, and must be mailed to:

Benjamin S. McIntosh, Esq.
SWMW Law, LLC
701 Market Street, Ste. 1000
St. Louis, Missouri 63101
(on behalf of the Class)

And

Michael Hargens, Esq.
HUSCH BLACKWELL LLP
4801 Main Street
Suite 1000
Kansas City, MO 64112 2551
(on behalf of Prestige)

The Notice of Objection must be in writing and shall specifically include:

i. The name, address, telephone number, facsimile number (if available), email address (if available) and last four digits of the Social Security Number of the Class Member filing the objection;
ii. A statement of each objection asserted;
iii. A detailed description of the facts underlying each objection, and a detailed description of the legal authorities supporting each objection;
iv. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;

v. If the objector is represented by counsel, the name, address, telephone number, facsimile number (if available) and email address of the counsel;

vi. If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts that outlines each of the expert's opinions and the factual and substantive bases thereof;

vii. If the objector plans to call a witness or present other evidence at the hearing, the objector must state the identity of the witness and identify any documentary evidence by attaching all documents the objector intends to use at the hearing;

viii. A statement of whether the objector and/or his or her counsel intends to appear at the hearing;

ix. A copy of any exhibits which the objector may offer during the hearing;

x. A reference to "*Prestige Financial Services, Inc. v. Donald Mansell, et al.,* Case No. 23LF-CV00623-01"; and

xi. A certification under 28 U.S.C. § 1746 or similar state law in substantially the following form: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)".

Attendance at the Final Fairness Hearing by an objector is optional. Any Class Member who does not make his or her objection in the manner provided in this section shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement or any provision in this Agreement. The agreed-upon procedures and requirements for filing objections should ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Settlement, in accordance with such Class Members' due process rights. The Preliminary Approval Order shall provide that objectors who fail to properly or timely file their objections with the Clerk of the Court with the required information and documentation, or fail to serve them, shall not be heard during any hearings, nor shall their objections be considered by the Court.

Under no circumstances shall Prestige, Class Counsel, the Class Representative, or the Released Persons be required to pay any monies or other consideration to objectors and/or counsel for objectors under the terms of this Agreement or otherwise.

9. Final Approval Order and Final Judgment

a. Final Approval Order. Class Representative, Class Counsel, and Prestige agree they will request the Court enter, after the Final Fairness Hearing, a Final Approval Order finding that the Settlement is fair, reasonable, and adequate and in the best interest of the Class and ordering the Parties and Settlement Administrator to take the actions set forth in this Agreement.

b. Final Judgment. Class Representative, Class Counsel and Prestige agree they will request the Court enter a Final Judgment dismissing all claims and counterclaims asserted by Prestige and the Class with prejudice, declaring the Class Members are bound by the Releases in Section 5, and noting the Court's continuing jurisdiction over the enforcement of the Agreement and the administration and distribution of the Settlement Funds.

c. Final Accounting. The Settlement Administrator, with the assistance of Class Counsel, shall file a final accounting with the Court within three hundred (300) days after the Effective Date. This final accounting shall contain a summary of all the distributions of the Cash Fund. Upon receipt of the final accounting, the Court, if satisfied with such report, may file a Notice of Acceptance of Final Accounting indicating the Court's approval. If the Court requires clarification or additional information, the Parties shall furnish such information within ten (10) business days after such a request or within the timeframe ordered by the Court.

10. Certifications to the Court

a. Affidavit about Initial Notice Mailing. By the date of the Final Fairness Hearing, the Settlement Administrator shall file with the Court an affidavit verifying the Court-approved Class Email Notices have been sent by email, that notices in the same form have been sent by mail to Class Members for whom Prestige does not have a valid email address, and the Long-Form Notice has been provided to members of the Class on a website or otherwise upon the request of a Class Member.

b. Declaration about Undeliverable Notices. By the date of the Final Fairness Hearing, the Settlement Administrator shall file with the Court a declaration verifying it has complied with the procedures described in Section 13 regarding all Class Mail Notices that are undeliverable by email or, if necessary, by mail.

11. Effectiveness of Settlement Agreement

The "Effective Date" of the Agreement shall be the first date after which all of the following conditions have been satisfied

a. The Agreement has been executed by Class Representative, her counsel, Prestige and Prestige's counsel.

b. A Preliminary Approval Order has been entered by the Court, granting Preliminary Approval of the Agreement and approving the forms of the Class Email Notice and Long-Form Notice.

c. A Final Approval Order has been entered by the Court.

d. A Final Judgment has been entered by the Court.

e. The Final Approval Order and the Final Judgment have become final for purposes of appeal because of (i) the expiration of the time for appeals therefrom with no appeal having been taken or, (ii) the matter has been fully and finally resolved by the appellate court(s) and the time for seeking any higher level of appellate review has expired.

f. If any material portion of the Agreement, the Final Approval Order, or the Final Judgment is vacated, modified, or otherwise materially altered on appeal, any Party may, within seven (7) business days after such appellate ruling, declare that the Agreement has failed to become effective and in such circumstances the Agreement shall cease to be of any force and effect as provided in Section 12.

12. Failure of Condition

If the Agreement fails to become effective, the Parties will be returned to the status quo as if the Agreement had never existed. In addition, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of all Parties, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable.

13. Class Notice Forms

a. **Address Update.** As it relates solely to those Class Members to whom notice cannot be sent via email, before mailing a notice with the same information as the Class Email Notices, the Settlement Administrator will update the addresses by the United States Postal Service's National Change of Address database or another address database service (e.g., Accurint, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. If any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate a current address for the Class Member and resend the notice. If the Settlement Administrator is unable to locate a valid postal address for a Class Member, then that

Class Member's portion of the Net Distributable Settlement Fund shall be reallocated to the rest of the Class on a pro rata basis.

b. Timing of Notice. The Class Email Notices shall be emailed to the Class Members no later than twenty (20) business days after the Preliminary Approval Order. Also, within twenty (20) business days after the entry of the Preliminary Approval Order, the Settlement Administrator will provide and publish the Court-approved Long-Form Notice on a website the Class Members can access. If requested by any member of the Class, the Settlement Administrator shall also mail a copy of the Long-Form Notice to the requesting Class Member by first-class mail.

c. Release Regardless of Receipt of Notice. Subject to Court approval, all Class Members shall be bound by the Agreement and the Released Claims shall be released even if a Class Member never received actual notice of the Litigation or the Settlement. Further, the Parties expressly acknowledge and agree that a Final Judgment shall be entered by the Court barring the re-litigation of the Released Claims, regardless of whether the claims were asserted, to the fullest extent of the law, and that any judgment shall be entitled to Full Faith and Credit in any other court, tribunal, forum (including arbitration forum), or agency.

14. <u>Qualified Settlement Fund</u>

a. Treasury Regulations. The Cash Fund shall constitute a "qualified settlement fund" ("QSF") within the meaning of Treasury Regulation Section 1.468B-l promulgated under Section 468B of the Internal Revenue Code of 1986 as amended. The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation §1.468B-2(k)(3).

b. EIN. Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation §1.468B-2(k)(4).

c. Relation-Back Election. If requested by Prestige or the Settlement Administrator, the Settlement Administrator and Prestige shall fully cooperate in filing a relation-back election under Treasury Regulation §1.468B-l(i)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

d. Tax Returns and Statements. Class Counsel shall cause the Settlement Administrator to file, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements under Treasury Regulation §1.468B-2(k)(l) and Treasury Regulation §1.468B-2(1)(2)(ii).

15. General Provisions

a. Best Efforts to Effectuate Settlement. The Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the Settlement on the stated terms and conditions and to obtain Final Approval of this Agreement.

b. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement of and between the Class Representative and the Class Members and Prestige regarding the Settlement and the Released Claims against the Released Persons. The Agreement supersedes all prior oral or written understandings, agreements, and arrangements between the Parties regarding the Settlement and the Released Claims against the Released Persons. Except for those set forth expressly in the Agreement, there are no agreements, covenants, promises, representations or arrangements between the Parties regarding the Settlement and/or the Released Claims against the Released Persons.

c. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all Parties, and approved by the Court, if necessary. The Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

d. Ongoing Cooperation. The Parties hereto shall execute all documents and perform all acts necessary and proper to effectuate the Agreement. The execution of documents must take place prior to the Final Fairness Hearing.

e. Duplicate Originals/Execution in Counterparts. All Parties, Class Counsel and Prestige's Counsel shall sign two copies of the Agreement, and each such copy shall be an original. The Agreement may be signed in one or more counterparts. All executed copies of the Agreement and photocopies thereof (including facsimile copies of the signature pages) shall have the same force and effect and shall be as legally binding and enforceable as the original.

f. No Reliance. Each Party to the Agreement warrants he, she or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations made in the Agreement.

g. Governing Law. The Agreement shall be interpreted, construed, enforced, and administered under the laws of Missouri, without regard to conflict of laws rules. The Agreement

shall be enforced in the Circuit Court of Lafayette County, Missouri. Class Representative and the Class Members waive any objection that each such party has to the venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of the Circuit Court of Lafayette County, Missouri in any such suit, action or proceeding, and agree to accept and acknowledge service of all process which may be served in any such suit, action or proceeding.

h. Reservation of Jurisdiction. The Parties agree that the Court shall retain jurisdiction to enforce the terms of the Agreement.

i. Binding on Successors. Upon execution, the Agreement shall bind and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

j. Mutual Preparation. The Agreement shall not be construed more strictly against one Party than another merely because it may have been primarily prepared by counsel for one of the Parties, it being recognized that because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of the Agreement.

k. Gender Neutrality. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders, and the singular shall include the plural and vice versa.

l. Taxes. All Class Members are responsible for any tax consequences, including any federal, state and local income taxes, that may be due on any payments made to them or any waiver of certain deficiency amounts on their accounts as provided by this Agreement.

m. Authority. The Parties to the Agreement represent, covenant and warrant that (a) they have the full power and authority to enter into and consummate all transactions contemplated by the Agreement and have duly authorized the execution, delivery and performance of the Agreement and (b) the person executing the Agreement has the full right, power and authority to enter into the Agreement on behalf of the Party for whom he/she has executed the Agreement, and the full right, power and authority to execute all necessary instruments, and to fully bind such Party to the terms and obligations of the Agreement.

n. Exhibits. The exhibits attached to the Agreement are incorporated as though fully set forth in the Agreement.

o. Own Fees and Costs. Except as otherwise provided in this Agreement, each Party shall bear his or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Litigation.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused the Agreement to be executed as of the _____ day of October, 2026.

Donald Mansell

Dated: October _____, 2026

_____
Donald Mansell, for himself and the Class Members

Prestige Financial Services, Inc.

Dated: October 9th, 2026

By: _____

Name: Scott Romney

Title: Chief Legal Counsel

Class Counsel

Dated: October _____, 2026

By: _____

Prestige's Counsel

Dated: October 9, 2026

By: _____

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused the Agreement to be executed as of the 7 day of October, 2026.

Donald Mansell

Dated: October 7, 2026

Donald Mansell

Donald Mansell, for himself and the Class Members

Prestige Financial Services, Inc.

Dated: October ____, 2026

By:_____

Name:_____

Title:_____

Class Counsel

Dated: October 9, 2026

By:_____

Prestige's Counsel

Dated: October ____, 2026

By:_____

EXHIBIT A

Notice of Class Action Settlement

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

If you are party to a financing agreement held by Prestige Financial Services, Inc. ("Prestige"), under which a vehicle was pledged as collateral, and that collateral was repossessed, and you were mailed a pre-sale or post-sale notice by Prestige, you may be eligible for benefits from a class-action settlement.

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

A settlement has been reached in a class action case alleging Prestige sent non-compliant notices in connection with the repossession and/or sale of collateral securing certain finance agreements. The name of the case is *Prestige Financial Services, Inc. v. Donald Mansell, et al.*, Case No. 23LF-CV00623-01, and it is pending in The Circuit Court of Lafayette County, Missouri.

SETTLEMENT BENEFITS

- Money: A Cash Fund of $6,500,000 will be established which will be utilized to make any payments to Class Members, pay any approved attorneys' fees to Class Counsel, approved costs incurred by Class Counsel, and an approved incentive award to the Class Representative.
- Deficiency Write-Off: Prestige will reduce the amount of money it may seek to collect from Class Members by $2,000.00 as it relates to any money it claims was owed by a Class Member after the Class Member's vehicle was repossessed and sold, if a deficiency amount remained after the sale of the vehicle. For any Class Member whose deficiency balance is less than or equal to $2,000.00 Prestige has agreed to completely waive the deficiency balance for such Class Member. The value of this benefit to the entire Class is estimated to be at least $43,200,000.
- Credit Bureau Reporting: Prestige will seek the removal of deficiency balance information from the credit reports for those Class Members whose outstanding debt is less than or equal to $2,000.00. Prestige will seek such relief from the nationwide consumer reporting companies (Equifax, Experian, TransUnion and Innovis).

Do nothing if you want to receive the settlement benefits.

IMPORTANT DEADLINES AND DATES

- Exclusion Deadline: If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue Prestige, on your own, about the legal issues in this case, then you must request in writing to be excluded by **[45 days after notice email date].** You can exclude yourself from the Class by using the procedure described in the "Long Form" Notice, which can be accessed through the following link: _____. If the exclusion request is postmarked by _____ and it contains all of the requisite information, the Court will exclude you from the Class. The "Long Form" Notice also explains what you gain or give up by either participating in or excluding yourself from the settlement.
- Objection Deadline: You may object to the settlement. To object to the settlement, you must file and serve your objections by **[45 days after notice email date],** using the procedure described in the "Long Form" Notice.
- Final Approval and Fairness Hearing: The Court will hold a final approval and fairness hearing on _____ **at** ____ **AM/PM.** You don't have to attend the hearing to receive the benefits of this settlement, but you may attend if you choose. The hearing will occur at the Fifteenth Judicial Circuit, Lafayette County, Missouri, 116 S 10th St, Lexington, MO 64067. The Long Form Notice advises you on what you must do to speak at the hearing.

This notice summarizes certain aspects of the proposed settlement. More details are included in the "Long Form" Notice and in the Settlement Agreement. You can get a copy of both by calling 1-877-312-9133; writing to American Legal Claims Services, P.O. Box 23650, Jacksonville, FL 32241; or visiting www.SettlementWebsite.com.

EXHIBIT B

FIFTEENTH JUDICIAL CIRCUIT COURT FOR LAFAYETTE COUNTY, MISSOURI

If you owned a vehicle repossessed by Prestige Financial Services, Inc. you may be eligible for benefits from a class action settlement.

A court authorized this notice.

- You may be eligible to participate in a settlement with certain benefits, including a monetary payment, the write-off of certain deficiency amounts, and the deletion of certain negative credit information for certain persons who have or had a financing agreement held by Prestige Financial Services, Inc. ("Prestige") where the vehicle securing the agreement was repossessed and who were mailed a presale or post-sale notice by Prestige. The settlement resolves a lawsuit over whether Prestige sent compliant notices to you after repossessing and/or selling your vehicle. This settlement avoids the costs and risks inherent in litigation; provides benefits to Class Members like you; and releases Prestige from liability.
- The parties disagree on whether the Class could have won at trial and the amount of money they would have been entitled to had they won.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- Consult your tax adviser about any tax issues associated with this settlement. Relief provided under this settlement, including money and debt reduction, may be subject to tax.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	By doing nothing, you will receive the benefits that come from the settlement, including money. But you give up rights to separately sue Prestige about the same legal claims asserted in this lawsuit.
EXCLUDE YOURSELF	Get no money or benefits. This is the only option that allows you to ever be part of any other lawsuit against Prestige about the legal claims asserted in this lawsuit.
OBJECT	Write to the Court about why you object to the Court approving the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- These rights and options—and **the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to grant final approval to the settlement. Money and benefits will be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

EXHIBIT B

What This Notice Contains

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2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?
5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
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THE SETTLEMENT BENEFITS—WHAT YOU GET ..... **PAGE 4**

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EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 6

13. How do I get out of the settlement?
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THE LAWYERS REPRESENTING YOU ..... **PAGE 7**

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19. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING ..... **PAGE 8**

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
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GETTING MORE INFORMATION ..... **PAGE 9**

23. Are there more details about the settlement?
24. How do I get more information?

BASIC INFORMATION

1. Why did I get a notice?

You, or someone in your family, may have had a finance agreement held by Prestige that was used to purchase a vehicle which was later repossessed by Prestige.

You were sent a short form notice by email or mail because you should know about a proposed settlement of a class action lawsuit in which you may be a class member, and to explain your options, before the Court decides whether to grant final approval of the settlement. If the Court provides final approval of the settlement, and after any objections and appeals are resolved, Prestige will waive certain amounts of the Class Member's applicable outstanding debt and will request the deletion of the deficiency balance information from credit reports for those Class Members with outstanding debt less than or equal to $2,000.00. Class members will also receive a monetary payment, as described more fully in this package.

This notice explains in greater detail the claims and defenses in the lawsuit, the key terms of the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

This case in pending in the Fifteenth Judicial Circuit Court for Lafayette County, Missouri, and it is titled *Prestige Financial Services, Inc. v. Donald Mansell, et al.*, Case No. 23LF-CV00623-01.

2. What is this lawsuit about?

The lawsuit claims Prestige violated certain statutory requirements for notices sent by Prestige to Class Members after repossessing and/or selling the vehicles which secured the finance agreements between Prestige and the Class members. You can read the Class claims in more detail in the Counterclaim of Donald Mansell ("Class Representative") at www.RepoClassActionSettlement.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives sue for other people with similar claims. The class representative in this case is Donald Mansell. All individuals with similar claims to the Class Representative are "Class Members." In class actions, one court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Dennis A. Rolf, Circuit Judge for Lafayette County, Missouri, oversees this class action.

4. Why is there a settlement?

The parties disagree over who would have won this case if it moved forward, and, if the Class won, what the Class would've recovered. The Class Representative believes he could recover 10% of the Amount Financed, plus the Finance Charge listed on the finance agreement, and other relief. Prestige believes that the Class Representative and the Class are not legally entitled to anything (or may even owe Prestige money). To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get money and other benefits sooner. The Class Representative and the attorneys believe that the settlement is fair and equitable for all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you will get money and other benefits from this settlement, you first must decide if you are a Class Member.

5. How do I know if I am part of the settlement?

Judge Dennis A. Rolf decided everyone who fits this description is a Class Member:

> Individuals who were residents of the United States at the time they received pre-sale and/or post sale notices sent by Counterclaim Defendant Prestige within the applicable statute of limitations.
>
> Excluded from the Class are all persons: (1) persons whom Prestige has obtained a final deficiency judgment against; (2) persons who filed for bankruptcy after the date on their pre-sale notice and who had such consumer debt discharged in bankruptcy; (3) all persons sent pre-sale notices following the templates bates labeled PF 0003171, 3175, 3469, 3230, 3253, and 3490; and (4) persons who resided in North Dakota at the time Prestige sent such persons a pre-sale or post-sale notice.

6. Are there exceptions to being included?

You're not a Class Member if (1) Prestige has obtained a deficiency judgment against you; (2) you filed for bankruptcy after the date on your presale notice and your bankruptcy ended in discharge rather than dismissal; (3) the only pre- or post-sale notices mailed to you were mailed on dates such that the statute of limitations to bring a claim for an alleged violation of the Uniform Commercial Code would have expired by September 21, 2023; (4) you were sent a template version of the pre-sale or post-sale notice that fits the bates labeled templates described in Question 5 above; and/or (5) you resided in North Dakota at the time Prestige sent you a pre-sale or post-sale notice.

7. 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 1-800-555-5555 or visit www.RepoClassActionSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

PRESTIGE has agreed to provide the Class with settlement benefits which include:

MONEY

Prestige has agreed to create a $6,500,000.00 settlement fund to cover: (a) certain pro rata payments to Class Members; (b) the attorneys' fees and expenses that the Court awards to Class Counsel for representing the Class; and (c) any incentive award approved by the Court for Donald Mansell for his services as Class Representative. This amount is called the "Cash Fund."

DEFICIENCY WRITE-OFF

If the Court provides final approval of the settlement, Prestige will reduce the amount of money it may seek to collect from Class Members by $2,000.00 as it relates to any money it claims was owed by a Class Member after the Class Member's vehicle was repossessed and sold, if a deficiency amount remained after the sale of the vehicle. These outstanding amounts are called "Deficiency Balances," and Prestige has agreed to write down these Deficiency Balances by an amount $2,000.00. For any Class Member whose Deficiency Balance is less than or equal to $2,000.00, Prestige has agreed to completely waive the Deficiency Balance for such Class Member. The value of this benefit to the entire Class is estimated to be at least $43,200,000. This amount is called the "Deficiency Write- Off."

CREDIT BUREAU REPORTING

If the Court provides final approval of the settlement, Prestige will seek the removal of Deficiency Balance information from a Class Member's credit report if the amount of the Deficiency Balance was less than or equal to $2,000.00. Prestige will seek such relief from the nationwide consumer reporting companies (Equifax, Experian, TransUnion, and Innovis).

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any money and other benefits (including the Deficiency Write-Off) received from this settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this settlement might have tax consequences.

9. What can I get from the settlement?

Every Class Member who has a Deficiency Balance will receive the benefits of the Deficiency Write-Off. Class Members will also receive a monetary payment from the Cash Fund via a check sent by U.S. Mail.

The payment you receive depends on the Cash Price and the Amount Financed listed on your finance agreement with Prestige, and the size of the Class.

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my settlement benefits?

By doing nothing, you will receive the benefits that come from the settlement, including money.

11.When would I get my settlement benefits?

The Court will hold a Final Fairness Hearing on _____ **at** ___ **AM/PM** to decide whether to give final approval of the settlement. Even if Judge Rolf approves the settlement, there may be appellate proceedings related to the settlement. It's always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You'll receive your payment if the settlement is approved and after that approval becomes a "final judgment" (i.e., after any appeals are resolved or the time for appealing has passed).

12.What am I giving up to get settlement benefits or stay in the Settlement Class?

Unless you exclude yourself by following the procedure below, you are a part of the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Prestige about the legal issues in this case. For example, you won't be able to make any independent claim against Prestige arising from the written notices (i.e., pre-sale and post-sale notices) this lawsuit is about, nor will you be able to raise similar defenses. Staying in the Class also means all the Court's orders in this lawsuit will apply to you and legally bind you. To see exactly the legal claims and defenses you give up if you get settlement benefits, please view the Settlement Agreement at www.RepoClassActionSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue Prestige on your own about the legal issues in this case, then you must take steps to remove yourself from this case. This is called "excluding" yourself from—or "opting out" of—the Settlement Class.

13.How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *Prestige Financial Services, Inc. v. Donald Mansell, et al.*, Case No. 23LF-CV00623-01. Include your name, address, telephone number, last four digits of your Social Security Number, and the name of any other person listed on your finance agreement with Prestige, along with your signature. The exclusion request must be signed by you **and by any co-borrower on your agreement,** unless the co-borrower is deceased, in which case you must include a copy of the death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of Class Members sign the letter. You must mail your exclusion request postmarked no later than [45 days after class notice is emailed] to:

American Legal Claims Services
PO Box 23650
Jacksonville, FL 32241

If you ask to be excluded, you'll get no settlement benefits, and you cannot object to the settlement. You won't be legally bound by anything that happens in this case. You may sue (or continue to sue) Prestige about the claims asserted in this case.

14. If I don't exclude myself, can I sue Prestige for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Prestige for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **[45 days after notice email date].** Exclusion requests postmarked later than this date will not be honored.

15. If I exclude myself, can I get benefits from this settlement?

No. But you may sue, continue to sue, or be part of a different lawsuit against Prestige about the same type

of claims that were made in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Benjamin S. McIntosh of SWMW Law, LLC to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged any fees for these lawyers. They are experienced in handling similar cases against consumer lenders. More information about these lawyers and their firm is available at www.swmwlaw.com. You needn't hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit since their investigation of claims against Prestige began in 2023. Class Counsel has not been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representative and Class Members. Class Counsel will ask the Court to approve payment of attorney's fees that do not exceed 15% of the value of the settlement benefits, and reimbursement for costs and expenses in an amount not to exceed $90,000.00. Class Counsel will also request that the Court approve a payment of up to $50,000.00 to Donald Mansell for his services as Class Representative. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and paying the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the settlement or some part.

18. How do I tell the Court I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can explain why you think the Court shouldn't approve it. The Court will consider your views. To object, you must appear in court at the Final Fairness Hearing on **_____ at ____ AM/PM** or send a letter saying you object to *Prestige Financial Services, Inc. v. Donald Mansell, et al.*, Case No. 23LF-CV00623-01. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents you rely upon to support your objection and identify any witnesses you plan to call at the Final Fairness Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses to support your objection, you must provide—with your objection—an expert report for each expert outlining the expert's opinions and the facts and reasons for the expert's opinions. You must also state whether you intend to appear at the Final Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in this form: "I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature)."

You must mail the objection to the Court, to Class Counsel, and to Prestige's Counsel at the separate addresses below. Your objection must be postmarked no later than **[45 days after notice email date]** or you must appear in court at the Final Fairness Hearing.

COURT	CLASS COUNSEL	PRESTIGE'S COUNSEL
Lafayette County Circuit Clerk's Office 116 S. 10th St. PO Box 10 Lexington, MO 64067	Benjamin S. McIntosh SWMW Law, LLC 701 Market Street, Ste. 1000, St. Louis, MO 63101	Michael Hargens, Esq. HUSCH BLACKWELL 4801 Main Street Suite 1000 Kansas City, MO 64112 2551

If an attorney is submitting the objection for you, in addition to the information and materials mentioned above, the objection must include the name, address, telephone number, facsimile number (if available), and email address of your attorney and a detailed description of the legal authorities supporting each objection asserted on your behalf.

If you file an objection, Class Counsel or Prestige's Counsel may notice and take your deposition, consistent with the Missouri Supreme Court Rules, at an agreed-upon location before the Final Fairness Hearing and seek any documentary evidence or other tangible things relevant to the objection. Failure by an objector to comply with discovery requests may cause the Court to strike the objection and otherwise deny that person the opportunity to be heard further. The Court reserves the right to tax the costs of any such discovery to the objector or objector's counsel should the Court determine the objection is frivolous or is made for an improper purpose.

19. What's the difference between objecting and excluding?

Objecting is telling the Court you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Fairness Hearing on **_____ at ____ AM/PM,** at the Fifteenth Judicial Circuit of Lafayette County, Missouri, 116 S 10th St, Lexington, MO 64067. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel and the Class Representative for the services provided in pursuing this case. After the hearing, the Court will decide whether to grant final approval of the settlement. We don't know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. If you mailed your written objection on time with all the required information, the Court will consider it. You may also pay your own lawyer to attend, but that is unnecessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To request the opportunity to speak at the Final Fairness Hearing, you must send a letter saying it is your "Notice of Intention to Appear in *Prestige Financial Services, Inc. v. Donald Mansell, et al.*, Case No. 23LF-CV00623-01." Include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your "Notice of Intention to Appear" must be postmarked no later than **[45 days after notice email date],** and be sent to the Circuit Clerk's Office, Class Counsel, and Prestige's Counsel, at the three addresses provided in Question 18.

If you plan to speak at the Final Fairness Hearing to tell the Court you don't like something about the settlement, you must submit an objection as detailed in Question 18 and include with that objection a statement that you intend to appear at the Final Fairness Hearing. The identity of any witnesses or experts you plan to present at the Final Fairness Hearing, with evidence you intend to present at the hearing, must also be included with your objection. You cannot speak at the hearing if you excluded yourself from the Class or if you don't send in a request with the required information and documents.

GETTING MORE INFORMATION

23.Are there more details about the settlement?

This notice summarizes the settlement which has been preliminarily approved by the Court. More details are contained in the Settlement Agreement itself. You can get a copy of the Settlement Agreement by writing to American Legal Claims Services, PO Box 23650, Jacksonville, FL 32241, or by visiting www.RepoClassActionSettlement.com.

24. How do I get more information?

You can call 1-800-555-5555; write to American Legal Claims Services, PO Box 23650, Jacksonville, FL 32241, or visit the website www.RepoClassActionSettlement.com.