IN THE CIRCUIT COURT OF LAFAYETTE COUNTY
STATE OF MISSOURI

| | | |
|---|---|---|
| PRESTIGE FINANCIAL SERVICES, INC., | ) | |
| | ) | No. 23LF-CV00623-01 |
| Plaintiff/Counterclaim Defendant | ) | |
| | ) | |
| -vs.- | ) | |
| | ) | |
| DONALD MANSELL and BRENDA MANSELL, | ) | |
| | ) | |
| | ) | |
| Defendants/Counterclaimants. | ) | |

**PRELIMINARY APPROVAL ORDER**

Donald Mansell ("Class Representative") is asserting claims against Prestige Financial Services, Inc. ("Prestige") for alleged statutory violations of the Uniform Commercial Code adopted by the states, and seeking statutory damages and other relief for himself and a class of persons similarly situated (the "Class"), and defined in Exhibit 1 to the Joint Motion for Preliminary Approval of Class Action Settlement.

The Parties stipulate to a Settlement Class, pending preliminary and final approval by the Circuit Court of Lafayette County, Missouri, compromised and defined as all persons who fell under the class definition (and did 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 the presale and/or post-sale notice within the limitations period for each state as set forth in the Court's June 2, 2026 order. Class Representative, as a member and representative of the Class, and Prestige entered into a settlement in principle at a mediation on August 31, 2026, and executed a more fulsome agreement (including the material terms of the August 31, 2026 settlement) in their "Class Action Settlement Agreement and Release" dated October 9, 2026 (the "Agreement"), which memorializes the

Parties' negotiated and agreed-upon settlement as between Prestige and the proposed Class, subject to the approval of the Court ("the Settlement").

Pursuant to the Settlement, the Parties have filed a *Joint Motion for Preliminary Approval of Class Action Settlement* (the "Motion") with the Court. Upon careful consideration of this Motion, and after reviewing the Agreement and making an independent judicial investigation into the allegations and defenses of the parties, and for good cause shown, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Under Missouri Supreme Court Rule 52.08, the Agreement and the Settlement are preliminarily approved as fair, reasonable and adequate to the Class, as defined in the Agreement, subject to further consideration at the Final Fairness Hearing described in Paragraph 14 of this Order.

2. The definitions in the Agreement are incorporated by reference into this Order (and the capitalized terms in this Order are consistent with the Agreement).

3. Class Representative and Prestige have executed the Agreement to settle and resolve the Litigation between them and the Class, subject to approval of the Court.

4. The Class is defined as all persons who fell under the class definition (and did 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 the 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.

5. Prestige has agreed to cease all collection efforts regarding the Class Member accounts that have a deficiency balance less than or equal to $2,000.

6. For this preliminary approval, and for all matters relating to the Settlement and the Litigation, the Court appoints Donald Mansell as the Class Representative of the Class, and

Benjamin McIntosh of SWMW Law, LLC as Class Counsel for the Class, until further order of the Court.

7. By this Order, the Court exercises subject-matter and personal jurisdiction over the Class to evaluate the final certification of the Class and the fairness and adequacy of the Settlement.

8. The Class Email Notice and the Long-Form Notice, as set forth in **Exhibits A** and **B** to the Agreement, are approved for distribution to the Class.

9. The Class Email Notice, in a form substantially the same as set forth in **Exhibit A** to the Agreement, shall be emailed by the Settlement Administrator to all members of the Class (as identified by the class list Prestige must provide pursuant to Paragraph 2.b. of the Agreement). However, the Class Email Notice provided to the Court as **Exhibit A** shall be amended to reflect that Class Members may submit objections at any time prior to fourteen (14) days before the Final Fairness Hearing. For those Class Members who do not have an email address known to Prestige, a notice with the same substantive content as the approved Class Email Notice shall be mailed to the Class Members by first-class mail, postage prepaid. Such emailing or mailing shall be made within the timeframe provided by the Agreement. The Long-Form Notice in a form substantially the same as set forth in Exhibit B to the Agreement shall be available to members of the Class on a website and shall be mailed by first-class mail, postage prepaid, to Class Members upon their request.

10. The Agreement contemplates a notice methodology that protects the interests of the Parties and the Class and provides the best notice practicable under the circumstances and is reasonably calculated to apprise the Class Members of the pendency of the Litigation and proposed Settlement, the Agreement, and their right to opt out and exclude themselves from or object to the proposed Settlement. In addition, the Court finds that the notice methodology is reasonable and

constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement and meets all requirements of law, including, but not limited to, Missouri Supreme Court Rule 52.08 and the Due Process Clauses of the Fourteenth Amendment of the United States Constitution and the Missouri Constitution.

11. Prior to the Final Fairness Hearing, Class Counsel shall cause the Settlement Administrator to serve and file a sworn statement of a person with knowledge evidencing compliance with this Order concerning the sending of the Class Email Notice.

12. Any member of the Class desiring exclusion from the Class shall mail a request to opt out ("Request to Opt Out") to the Settlement Administrator. To be valid, the Request to Opt Out must be postmarked within 45 days after mailing of the Notice to class members. Such Request to Opt Out shall include: (a) the name, address; telephone number, and last four digits of the Social Security Number of the Class Member; (b) a statement that the Class Member and all other persons named on the Class Member's finance agreement are seeking exclusion from the Class; (c) the signature of each person who was a party to the finance agreement that is the subject of this Litigation (unless any such person shall be deceased); and (d) a reference to *Prestige Financial Services, Inc. v. Donald Mansell, et al.,* Case No. 23LF-CV00623-01. Any member of the Class who does not properly and timely request exclusion or to opt out from the Class shall be included in the Class and be bound by any judgment entered with respect to the Class.

13. Within five days before the Final Fairness Hearing (defined below), Class Counsel shall cause the Settlement Administrator to file with the Court a sworn statement listing those persons who submitted timely Requests to Opt Out. The originals of all Requests to Opt Out shall be retained by the Parties.

14. A hearing (the "Final Fairness Hearing") shall be held before the undersigned at 1:30 PM on January 7, 2027, at the Fifteenth Judicial Circuit Court of Lafayette County, Missouri, 116 S. 10th St, Lexington, MO 64067. At the Fairness Hearing, the Court will consider: (a) the fairness, reasonableness, and adequacy of the Settlement; (b) the entry of any final order or judgment with respect to the Class; (c) the application for an incentive award for the services rendered by the Class Representative on behalf of the Class; (d) the application for attorney's fees and for reimbursement of expenses by Class Counsel (including expenses related to class administration); and (e) other related matters. The Final Fairness Hearing may be postponed, adjourned or continued by the Court without further notice to the Class.

15. To be considered at the Final Fairness Hearing, any person desiring to file an objection or other comment on the Settlement shall be required to file all such objections and comments and all supporting pleadings at least fourteen (14) days prior to the Final Fairness Hearing, with service upon Class Counsel and Prestige's Counsel at least fourteen (14) days prior to the hearing. Any Class Member's objection must be in writing and shall specifically include:

a. 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;

b. A statement of each objection asserted;

c. A detailed description of the facts underlying each objection, and a detailed description of the legal authorities supporting each objection;

d. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;

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

f. 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;

g. 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;

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

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

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

k. 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)".

No objection to or other comment concerning the Settlement shall be heard after the Final Fairness Hearing. Class Counsel and Prestige's Counsel shall promptly furnish each other with copies of all objections or written requests to opt out that come into their possession.

16. Any Class Member who does not make his or her objection at the Final Fairness Hearing, or prior to the Fairness Hearing, shall be deemed to have waived any such objection and shall forever be foreclosed from making any objection to the Settlement, including but not limited to, the propriety of class certification, the adequacy of any notice, or the fairness, adequacy or reasonableness of the Settlement. The procedures and requirements for filing objections to the Agreement and Settlement should ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Agreement, in accordance with such Class Members' due process rights. Objectors who fail to properly or timely file their objections with the Clerk of the Court with the required information and documentation set forth above, or fail to serve them as provided above, shall not have their objections be considered by the Court.

17. Submissions of the Parties relative to the Settlement, including memoranda to support the Settlement, applications for attorney's fees and reimbursement of costs or expenses by

Class Counsel, and any applications for the payment of services rendered by Donald Mansell as Representative of the Class, shall be filed with the Clerk of the Court at least seven (7) days prior to the Final Fairness Hearing. Any attorney hired by a Class Member at the Class Member's expense to object to the Settlement (or to any application for an incentive award or for an award of attorney's fees, costs, or expenses) shall file with the Clerk of Court and serve upon Class Counsel and Prestige's Counsel a written notice of appearance within 45 days after the mailing of class notice.

18. Any Class Member may appear at the Final Fairness Hearing in person, or by counsel if an appearance is filed and served as provided in the Long Form Notice, and such person will be heard to the extent allowed by the Court.

19. All other events contemplated under the Agreement to occur after entry of this Order and before the Final Fairness Hearing shall be governed by the Agreement, and the Class Email Notice, to the extent not inconsistent with this Order. Class Counsel and Prestige's Counsel shall take such further actions as required by the Agreement.

20. The Parties shall be authorized to make nonmaterial changes to the Class Email Notice and Long-Form Notice subject to the agreement of Class Counsel and Prestige's Counsel.

21. All claims and motions pending in the Litigation, other than those that may be necessary to carry out the terms and conditions of the Agreement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

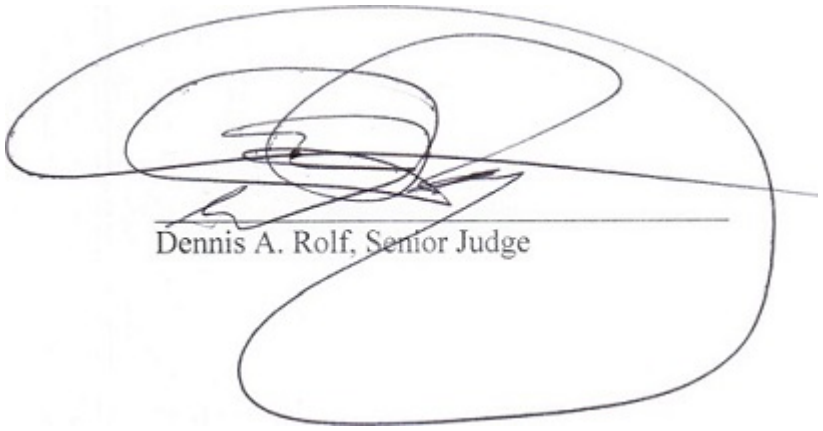
22. The "Released Claims" of the "Releasors" as against the "Released Persons," all as defined in the Agreement, other than such as may be necessary to carry out the terms and conditions of the Agreement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

23. If Final Approval of the Settlement does not occur, or if the Settlement is rescinded or terminated, the Settlement and all proceedings had in connection therewith shall be null and void and without prejudice to the rights of the Parties before the Settlement was executed and made, and all Orders issued related to the Settlement shall be vacated.

24. Entering into or carrying out the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession regarding any claims or defenses alleged or asserted, or any factual or legal assertions in the Litigation, and shall not be offered or received in evidence in any action or proceeding against any party in any court, administrative agency or other tribunal for any purpose, except in a proceeding to enforce this Order and the Agreement, or to prove or show that a compromise in settlement of the Released Claims per the Agreement was reached; provided, however, this Order and the Agreement may be filed in any action filed against or by Prestige or any Released Person to support a defense of res judicata, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim. The Parties expressly reserve all rights and defenses to all claims and causes of action and waive no such rights or defenses if the Agreement is not approved or fails to become effective for any reason.

**IT IS SO ORDERED.**

Date: 10/22/2026



Approved by parties as to form:

*/s/ Benjamin S. McIntosh*
Benjamin S. McIntosh, #68248
ben.mcintosh@swmwlaw.com
Attorneys for Defendant
701 Market Street, Suite 1000
St. Louis, MO 63101
(314) 480-5180
(314) 932-1566 – Facsimile

*/s/ Michael S. Hargens*
Michael S. Hargens MO# 51077
Jacob N. Reinig MO# 72247
Emily B. Waters MO# 73059
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
(816) 983-8000/(816) 983-8080 (FAX)
michael.hargens@huschblackwell.com
jake.reinig@huschblackwell.com
emily.waters@huschblackwell.com