IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

JEFFREY BRADBY, *et al.*, Plaintiffs,	)	
v.	)	Civil Action No. 3:26CV633 (RCY)
VIVUS SERVICING, LTD., *et al.*, Defendants.	)	

ORDER
(Granting Preliminary Approval of Class Action Settlement)

This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval," ECF No. 3). For the reasons stated from the bench on October 15, 2026, the Court GRANTS Plaintiffs' Motion for Preliminary Approval (ECF No. 3) and ORDERS as follows:

- The Court APPOINTS Kelly Guzzo PLC as class counsel;
- The Court APPOINTS American Legal Claims Services as the Settlement Administrator;
- The Court APPROVES the proposed Notice attached as Exhibit 1 to the Settlement Agreement and the proposed Notice Plan, and so ORDERS that the proposed Notice be immediately issued to the Settlement Class in accordance with the Notice Plan;
- The Final Approval hearing is SET for **February 18, 2027, at 11:00 A.M.**, and
- The Court ADOPTS and INCORPORATES into this Order the provisions set forth in the parties' proposed order, attached hereto as **Attachment A**.

Let the Clerk file this Order electronically, notifying counsel of record accordingly.

It is so ORDERED.

/s/ RCY
Roderick C. Young
United States District Judge

Date: October 16, 2026
Richmond, Virginia

Attachment A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

JEFFREY BRADBY, *et al.*, Plaintiffs, v. VIVUS SERVICING, LTD., *et al.*, Defendants.	)	Civil Action No. 3:26CV633 (RCY)

PRELIMINARY APPROVAL ORDER

Plaintiffs Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson (collectively, the "Plaintiffs"), on behalf of themselves and all others similarly situated, have moved the Court for preliminary approval of a proposed class action settlement with Defendants Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, Mark Bettiol, MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia (collectively, "Defendants"; and Defendants and Plaintiffs, together, the "Parties"). The terms and conditions of the settlement are set forth in the Stipulation and Agreement of Settlement filed with the Court on **July 15, 2026** ("Settlement Agreement") as an exhibit to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion").

Upon review and consideration of Plaintiffs' Preliminary Approval Motion, the Settlement Agreement, and the exhibits attached to the foregoing, **IT IS HEREBY ORDERED** as follows:

1. This Preliminary Approval Order incorporates the Settlement Agreement, and the capitalized terms used herein, unless stated otherwise, shall have the meanings and/or definitions

given to them in the Settlement Agreement, as if fully set forth in this Order.

2. The Settlement, on the terms and conditions stated in the Settlement Agreement, is preliminarily approved by this Court as being fair, reasonable and adequate, free of collusion or indicia of unfairness, and within the range of possible final judicial approval. In making this determination, the Court has considered the current posture of this litigation, the risks and benefits to the Parties involved in both settlement of these claims and the continuation of the litigation, and the fact that Defendants deny liability and have indicated their intent to defend the litigation vigorously. The Court further finds that the settlement between Plaintiffs and Defendants was arrived at through arm's-length negotiations and exchange of information by experienced counsel.

CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

3. For purposes of the Settlement, and conditioned upon the Settlement receiving final approval following the Final Fairness Hearing, this Court hereby conditionally certifies a Class for settlement purposes only (the "Settlement Class") pursuant to Rule 23 of the Federal Rules of Civil Procedure, defined as follows and subject to the stated exclusions below:

> All persons within the United States who executed a loan agreement with any LDF Tribal Corporation between July 24, 2016, and October 1, 2023.

4. The Court preliminarily finds that, for settlement purposes and conditioned upon the entry of this Order, the Final Approval Order, and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied. Based on the record and proceedings herein, including that the Settling Defendants have not opposed the Plaintiffs' certification Motion without waiving their right to do so in the future if the Settlement were to not be finally approved (which such rights

have been expressly preserved), the Court finds, in the sole and specific context of this Settlement and for settlement purposes only, that the following requirements are met:

(a) the number of Settlement Class Members is so numerous that joinder is impracticable;

(b) there are questions of law and fact common to the Settlement Class Members;

(c) Plaintiffs' claims are typical of the claims of the Settlement Class Members;

(d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them;

(e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and

(f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23 and is superior to alternative means of resolving the claims and disputes at issue in this Action. The Court also concludes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

5. The Court finds that the Settlement falls within the range of reasonableness because, among other reasons, it provides for meaningful remediation relative to the merits of Plaintiffs' claims and the Settling Defendants' defenses in that Settlement Class Members will obtain substantial injunctive relief in addition to substantial monetary relief that will result in cash payments to the Settlement Class Members from a common fund based on the Settlement Class Members' respective states of residence and payments made on their disputed loan(s). The Settlement also has key indicia of fairness in that significant information exchange and litigation

had been undertaken by the Parties, and settlement negotiations occurred at arm's length, including multiple rounds of settlement discussions and participation in multiple in-person settlement conferences before United States District Court Magistrate Judge Mark Colombell over the course of many months.

6. For purposes of Settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing the rights of the Settlement Class in this Action, and thus hereby appoints Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson as representatives of the conditionally certified Settlement Class ("Class Representatives").

7. For purposes of the Settlement only, the Court appoints as Class Counsel the law firm of Kelly Guzzo, PLC. The Court finds that the attorneys of Kelly Guzzo, PLC are competent and capable of exercising their responsibilities as Class Counsel and have fairly and adequately represented the interests of the Settlement Class.

CLASS NOTICE AND SETTLEMENT ADMINISTRATION

8. Since the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class under the Settlement Agreement. The Court approves, as to form and content, the Class Notice submitted with Plaintiffs' Preliminary Approval Motion, attached as Exhibit 1 to the Settlement Agreement.

9. The Court appoints American Legal Claims Services, LLC, as the Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to the Settlement Administrator. As further set forth in the

Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation:

(a) disseminating Notice to the Settlement Class;

(b) handling returned e-mail notice and mail delivered to members of the Settlement Class;

(c) fielding inquiries about the Settlement Agreement;

(d) receiving and maintaining Settlement Class member correspondence regarding requests for exclusion;

(e) establishing a Settlement website with relevant case documents to which members of the Settlement Class may refer for information about the Settlement;

(f) establishing an Escrow Account to house the monetary proceeds comprising the Settlement Fund, which shall be maintained as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1; and

(g) carrying out such other responsibilities as are provided for in the Settlement Agreement or as may otherwise be agreed to by the Parties.

10. The Court directs the Settlement Administrator, in accordance with the Settlement Agreement, to cause a copy of the Class Notice to be sent, in substantially the same form as the Notice attached to Plaintiffs' Preliminary Approval Motion as Exhibit 1, to the Settlement Class by a combination of e-mail notice to verified e-mail addresses and/or by U.S. mail, postage prepaid to each Settlement Class Member identified on the Class List. The Class Administrator shall use best practices to identify current Class Members and will act in accordance with the processes stated within the Settlement Agreement.

11. The Court further directs the Settlement Administrator to establish the Settlement Website as set forth in the Settlement Agreement, which shall be active within ten (10)

days after the Court enters this Preliminary Approval Order and shall remain active until at least thirty (30) days after administration of the Settlement has concluded.

12. At least thirty (30) days before the Final Fairness Hearing, the Settlement Administrator and/or its designee (which can be Class Counsel) shall file a declaration with this Court verifying that it has provided notice to the Settlement Class and all other entitled persons in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, and it has fulfilled the notice requirements imposed by the Class Action Fairness Act ("CAFA") at 28 U.S.C. § 1715(b). The Settlement Administrator shall be responsible for providing the information needed to prepare any notices and mailings required under CAFA to counsel for the Settling Defendants and ultimately mailing the CAFA notice on the Settling Defendants' behalf. Prior to sending the final CAFA Notices, the Administrator shall first receive the approval of counsel for the respective Settling Defendants.

13. The Court finds that the Class Notice accompanying Plaintiffs' Motion for Preliminary Approval and the notice program described above and set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the language of the proposed Class Notice is plain and easy to understand and provides neutral and objective information about the nature of the Settlement. Furthermore, the Court finds that the notice program described in the Settlement Agreement complies with Federal Rule of Civil Procedure 23(e) as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the Settlement of the pendency of this Action and their right to participate in, object to, or exclude themselves from the Settlement Class. The Court also finds that the notice program complies with Rule 23(c) as it provides for individual notice to all Settlement Class Members and is thus the best notice practicable under the circumstances. In

addition, Settlement Class Members will have access to the Settlement Website for purposes of obtaining additional information about the Settlement.

14. Class Notice and Settlement administration costs as set forth in the Settlement Agreement shall be paid from the Settlement Fund. The respective Defendants' initial installment payments (totaling $330,000) to the Settlement Fund, as described in Sections 3.3(b)(i)(1) & (2) of the Settlement Agreement, shall only be used for effectuating Class Notice and for administration costs. Aside from these initial payment amounts which may be used for the sole purpose of carrying out the notice processes required under the Settlement Agreement and this Preliminary Approval Order, the Settlement Administrator shall not use, transfer, spend, or otherwise apply any other amounts that may be paid into the Fund prior to the Effective Date, unless expressly authorized and directed to do so by a subsequent order of this Court.

REQUESTS FOR EXCLUSION

15. Settlement Class Members may elect to exclude themselves or "opt-out" from the Settlement Agreement by following the procedures set forth in the Settlement Agreement for doing so. If a Settlement Class Member wishes to be excluded from and, thus, not be bound by the Settlement Agreement, then that person must advise the Administrator of that intent by signing and mailing a written opt-out request form postmarked no later than forty-five (45) days before the Final Fairness Hearing (the "Opt-Out Deadline"). A valid written request for exclusion from the Settlement must be personally signed by the prospective Settlement Class Member and must include: (i) the name of this Action; (ii) the prospective Settlement Class Member's full name, address and telephone number, and (iii) a clear statement that he or she requests to be excluded from the Settlement Class.

16. Any request for exclusion or opt out must be postmarked on or before the Opt-Out Deadline of **January 4, 2027** [*45 days prior to the Final Fairness Hearing*]. The date of

the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Court retains jurisdiction to resolve any disputed exclusion requests, although in the event of an ambiguity as to whether a Settlement Class Member has requested to be excluded, then the Settlement Class Member shall be deemed not to have requested exclusion.

17. A Settlement Class Member who opts out of the Settlement may opt back in so long as the opt-in request is received by the Administrator prior to the Opt-Out Deadline.

18. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization. Furthermore, no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate, meaning Settlement Class Members may not opt-out as a group, and any valid request to opt-out of the Settlement must only apply to the single Settlement Class Member who is seeking to opt-out and must be transmitted to the Administrator in a package pertaining solely to that same Settlement Class Member who is requesting to opt-out.

19. Any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member, shall not be bound by the terms of the Settlement Agreement, and shall relinquish their rights to benefits with respect to the Settlement Agreement, should it be finally approved, and may not file an objection to the Settlement Agreement or to any application for reimbursement of attorneys' fees and costs or Service Awards or to otherwise attempt to intervene in the Action.

20. Any Settlement Class Member who does not submit a valid and timely request for exclusion shall be bound by all the terms and provisions of the Settlement Agreement, including, without limitation, the Release provisions set forth under Section IV therein, and shall

also be subject to, and bound by, the Final Approval Order and corresponding Final Judgment, whether or not such Settlement Class Member objected to the Settlement.

21. The Settlement Administrator shall provide copies of any requests for exclusion to the Parties as provided in the Settlement Agreement by no later than five (5) days after the Opt-Out Deadline. And at least thirty (30) days before the Final Fairness Hearing, the Settlement Administrator and/or its designee (which can be Class Counsel) shall also file with the Court a declaration that lists the names of each individual who provided a timely and valid opt-out request.

OBJECTIONS

22. Any Settlement Class Member who does not opt out of the Settlement and intends to object to any aspect of the proposed Settlement, including requests for attorneys' fees, costs, and service awards, must serve all counsel of record and file with the Court a written objection signed by the Settlement Class Member by no later than the Objection Deadline of **January 4, 2027** [*45 days prior to Final Fairness Hearing]*. For an objection to be considered by the Court, the objection must also set forth and include the following:

a. the name of this Action;

b. the objecting Settlement Class Member's name, address, email address, and telephone number;

c. a sentence confirming that he or she is a Settlement Class Member;

d. the reasons for his or her objection, including any legal or factual support for the objection;

e. the name of counsel for the objecting Settlement Class Member (if applicable) and, if represented by counsel, a sentence confirming that such counsel has either already entered an appearance in the Action or will do so by no later than the Objection Deadline in accordance with the requirements of this Preliminary Approval Order;

f. a sentence explaining whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing on his or her own behalf or through counsel; and

g. a list of all prior cases in which either the objecting Settlement Class Member or his or her counsel (if applicable) have objected to a proposed class action settlement.

23. A Settlement Class Member may not both opt out of the Settlement and object. If a Settlement Class Member submits both a request for exclusion and an objection, then the request for exclusion will control.

24. No objecting Settlement Class Member or counsel retained by such a Settlement Class Member shall be entitled to be heard at the Final Fairness Hearing unless the objecting Settlement Class Member or his or her attorneys who intend to make an appearance at the Final Fairness Hearing state their intention to appear in the objection filed with the Court in accordance with the requirements of this Preliminary Approval Order. Counsel for any objecting Settlement Class Member must enter his or her appearance with the Court by no later than the Objection Deadline.

25. The right to object to the Settlement must be exercised individually by any objecting Settlement Class Member or through such individual's attorney, and not as a member of a group, class, or subclass.

26. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or any aspect thereof, including, without limitation, the sufficiency of the benefits to the Settlement Class and its Members, any requests for attorneys' fees, costs, or service awards, or as to any other issue resolved by the Final Approval Order and corresponding Final Judgment.

FINAL FAIRNESS HEARING

27. A Final Fairness Hearing shall be held on **February 18, 2027** at **11:00 a.m.** before this Court at 701 East Broad Street Richmond, VA 23219. During the Final Fairness Hearing, the Court will consider and determine: (1) whether the Settlement Agreement should be

finally approved pursuant to Rule 23 of the Federal Rules of Civil Procedure as fair, reasonable, and adequate; (2) whether any objections to the Settlement Agreement should be overruled; (3) whether and to what extent Class Counsel's request for attorneys' fees and costs and for service awards to the Class Representatives should be approved; and (4) whether a judgment finally approving the Settlement Agreement should be entered. The date of the Final Fairness Hearing may be continued by the Court from time to time without the necessity of further direct notice to the Settlement Class.

28. Any Settlement Class Member may enter an appearance in this Action at his or her own expense, individually or through counsel. However, if a Settlement Class Member wishes to object to the Settlement at the Final Fairness Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in the Settlement Agreement and in accordance with the requirements described in this Preliminary Approval Order. All Settlement Class Members who do not enter an appearance will continue to be represented by Class Counsel.

29. Plaintiffs' motion for final approval of the Settlement Agreement and any papers the Parties wish to submit in support of final approval of the Settlement Agreement, shall be filed with the Court at least thirty (30) calendar days prior to the Final Fairness Hearing. Any written response to any objection to the Settlement Agreement shall be filed with the Court at least fourteen (14) calendar days prior to the Final Fairness Hearing.

STAY OF LITIGATION

30. Pending resolution of Plaintiffs' forthcoming final approval motion at or following the Final Fairness Hearing, all further proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Preliminary Approval Order.

OTHER PROVISIONS

31. For the benefit of the Settlement Class, this Court retains continuing jurisdiction over the Settlement proceedings relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement. The Court expressly acknowledges that the Settling Defendants' jurisdictional waiver for Settlement related purposes is limited and shall not in any way operate to later waive, prejudice, or impair any defenses or other challenges and arguments regarding jurisdiction if the Settlement does not ultimately receive final approval, which such jurisdictional defenses, challenges, and arguments shall be expressly preserved.

32. Any deadlines or other scheduling matters set forth in this Preliminary Approval Order may be extended by a subsequent order of the Court without further notice to the Settlement Class, except that notice of any such extensions shall be posted to the Settlement Website. Settlement Class Members should check the Settlement Website regularly for updates, changes, and/or further details regarding these deadlines.

33. The Parties shall carry out their obligations under the Settlement Agreement, and are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including by making, without further approval of the Court, any minor changes to the Settlement Agreement or to the form or content of the Class Notice that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

34. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection with the Settlement

Agreement shall also become null and void, shall be of no further force and effect, and the Parties' rights, arguments, and defenses, including specifically, and without limitation, any challenges to the Court's jurisdiction or the propriety of class certification under Fed. R. Civ. P. 23, shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

It is so ORDERED.