

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”), made subject to approval by the Court, is by and between Jeremiah T. Gross (“Class Representative”) individually and as the representative of the Settlement Class, as defined herein, and Nicholas Financial, Inc. (“NFI”). The Class Representative, NFI, and the Settlement Class are also sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Class Representative is the named defendant/counterclaim plaintiff in the civil action pending before the Clay County Missouri Circuit Court (the “Court”), styled *Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02 (the “Litigation”); and

WHEREAS, Class Representative is asserting claims against NFI for alleged violations of Missouri’s Uniform Commercial Code, and seeks statutory damages and other relief for himself and a class of persons similarly situated who obtained a secured collateralized loan or financing from NFI and the collateral was repossessed; and

WHEREAS, the Parties stipulate to a Settlement Class, pending preliminary and final approval by the Court, comprising and defined as “All persons who NFI mailed a presale notice or post-sale explanation between April 1, 2016 and December 1, 2022”; and

WHEREAS, Class Representative’s counsel (“Class Counsel”) and NFI’s counsel have thoroughly investigated the facts relating to the claims alleged 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 NFI; and

WHEREAS, the Parties have agreed, subject to Court approval, to resolve the Litigation as between Class Representative, the Settlement Class, and NFI under the terms of this Agreement; and

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

WHEREAS, the Class Representative and Class Counsel have concluded a settlement with NFI under the terms of this Agreement will be fair, just, equitable, reasonable, adequate, and in the best interests of Class Representative and 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 NFI through trial, the delays and the risks and costs of further prosecution against NFI, the uncertainties of complex litigation, and the benefits to be received under this Agreement; and

WHEREAS, NFI disputes the claims but desires to settle the claims being asserted against NFI on the terms and conditions in this Agreement 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 NFI in the Litigation; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a compromise in settlement of the claims and causes of action that have been or could be raised by the Class Representative and the Settlement Class (or members thereof) against NFI and/or the other Released Parties as to any collateralized loan or financing from NFI and/or the claims asserted or that could have been asserted in the Litigation.

NOW THEREFORE, the undersigned Parties, each intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings in this Agreement, agree, subject to approval of this Agreement by the Court, that the Litigation and the Released Claims (as defined in Paragraph 1.18) against the Released Parties (as defined in Paragraph 1.17) are

finally and fully compromised and settled:

1. Definitions

As used in this Agreement, these terms are defined:

- 1.1. **Cash Fund.** “Cash Fund” means the amount to be paid under Paragraph 3.
- 1.2. **Class Counsel.** “Class Counsel” means Class Representative’s counsel, Martin L. Daesch, Jesse B. Rochman, Craig W. Richards, of OnderLaw, LLC, 110 East Lockwood, St. Louis, Missouri, 63119.
- 1.3. **Class Mail Notice.** “Class Mail Notice” (or “Short-Form Notice”) means a notice in a form substantially the same as that attached as **Exhibit A**.
- 1.4. **NFI’s Counsel.** “NFI’s Counsel” means Amy T. Ryan, Jonathan R. Shulan, and Daniel R. O’Brien of the law firm Armstrong Teasdale LLP, 7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105.
- 1.5. **Court.** “Court” means the Clay County Circuit Court, State of Missouri.
- 1.6. **Deficiency Write-Off.** “Deficiency Write-Off” means all deficiency account balances in NFI’s records as of the Effective Date that NFI will write off for the benefit of the Class as provided under Paragraph 3.
- 1.7. **Effective Date.** The “Effective Date” of this Agreement means the date when all the conditions in Paragraph 11 have occurred.
- 1.8. **Final Approval Order.** “Final Approval Order” means an Order consistent with Paragraph 9, finally approving this Agreement and the “Settlement” under Missouri Supreme Court Rule 52.08.
- 1.9. **Final Hearing Date.** “Final Hearing Date” means the date set by the Court for the hearing on final approval of the “Settlement.”

1.10. **Gross Deficiency Write-Off Amount.** “Gross Deficiency Write-Off Amount” is the aggregate of deficiency balances as reflected as outstanding in NFI’s records on the accounts of the Settlement Class Members as of the Effective Date. The deficiency balance amount of each Class Member is what NFI believes to be the unpaid balance of each member’s account regardless whether NFI has “written off” the unpaid amount on any portion thereof.

1.11. **Judgment.** “Judgment” means a Judgment of the Court consistent with Paragraph 9.

1.12. **Long-Form Notice.** “Long-Form Notice” means a notice in a form substantially the same as that attached hereto as **Exhibit B**.

1.13. **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 or for ancillary matters; (c) any award of attorneys’ fees to Class Counsel; and (d) any and all costs of notice and settlement administration.

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

1.15. **Preliminary Approval Order.** “Preliminary Approval Order” means an Order consistent with Paragraph 7, preliminarily approving the Settlement, conditionally or preliminarily certifying a class for settlement, directing the issuance of class notice, and scheduling a settlement hearing under Missouri Supreme Court Rule 52.08.

1.16. **Release.** “Release” means the full and final release and discharge of the Released Claims and Released Parties by the Releasers as provided for in this Agreement.

1.17. **Released Parties.** “Released Parties” means NFI and its officers, directors, agents, attorneys, affiliates, parent, vendors, shareholders, employees, independent contractors, and Gemini Insurance Company and its officers, directors, employees, attorneys, and adjusters, (“Gemini”), in Gemini’s capacity as NFI’s liability insurer.

1.18. **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:

- (a) the repossession and disposition of personal property collateral in connection with any of NFI’s loans encompassed by the Settlement Class;
- (b) any claim (but not affirmative defenses) relating to the inadequacy or insufficiency of any notice or disclosure regarding repossession or a deficiency balance that NFI provided (or failed to provide) to any Settlement Class Member;
- (c) NFI’s alleged violation of the Uniform Commercial Code with respect to repossession of collateral and notices required before or after repossession of collateral;
- (d) NFI’s alleged violation of the Uniform Commercial Code with respect to sales of collateral and notices required before or after sales of collateral;
- (e) loans made to any Settlement Class Member;
- (f) credit reporting for any loan made to any Settlement Class Member;
- (g) any judgment NFI obtained against any Settlement Class Member; or
- (h) any claim or cause of action asserted in this Litigation or which could have been asserted in this Litigation based on the facts alleged in the pleadings in this Litigation;

whether arising from federal, state, or local law or regulation which any of the Settlement Class Members have or may have had, or now have, from the beginning of time up through and including

the Effective Date, against the Released Parties. “Released Claims” shall not include any defense or affirmative defense a Settlement Class Member may assert against NFI in defense of any claim unrelated to deficiency balances made by NFI against a Settlement Class Member.

1.19. **Releasers.** “Releasers” means the Class Representative and all Settlement 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. Releasers does not include: (a) any members of the Settlement Class who opt out of the Settlement under Paragraph 8; or (b) any person(s) not defined herein as a member of the Settlement Class.

1.20. **Settlement.** Settlement means the compromise in settlement memorialized in this Agreement.

1.21. **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.

1.22. **Settlement Class.** “Settlement Class” has the meaning defined in Paragraph 2.

1.23. **Settlement Class Member.** “Settlement Class Member” means any member of the Settlement Class who does not timely opt out of the Settlement under Paragraph 8. If a Settlement Class Member has died, then the person’s estate, heirs, representatives, successors, or assigns is deemed a Settlement Class Member.

1.24. **Settlement Class Member Payment.** “Settlement Class Member Payment” means the portion of the Net Distributable Settlement Fund to be paid to the respective Settlement 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 Settlement Class Member by the issuance of a check by the Settlement Administrator. The amount of the Settlement check issued to Settlement

Class Members will be determined by multiplying the Net Distributable Settlement Fund by the Settlement Class Member's prorated percentage. The Settlement Class Member's prorated percentage is equal to a numerator consisting of 10% of the "Amount Financed" on the Settlement Class Member's loan plus the "Finance Charge" on the Settlement Class Member's loan and a denominator consisting of 10% of the aggregate "Amount Financed" for the Settlement Class plus the aggregate "Finance Charge" for the Settlement Class.

1.25. **Settlement Hearing.** "Settlement Hearing" means the hearing on final approval of the class action settlement embodied in this Agreement.

1.26. **Total Class Benefit.** "Total Class Benefit" means the quantifiable benefits conferred upon the Settlement Class, including the Cash Fund of no less than \$750,000.00 (Seven Hundred Fifty Thousand and NO/100 Dollars); the Gross Deficiency Write-Off Amount, which NFI currently estimates as in excess of \$86,100,000 (Eighty-Six Million One Hundred Thousand Dollars); and benefits conferred by the deletion of tradelines on Settlement Class Members' credit reports provided by paragraph 3.12.

2. **Certification of the Settlement Class**

Class Counsel and NFI's Counsel will request the Court to approve a settlement for a class of persons (referred to and defined as the "Settlement Class"). The Settlement Class comprises: All persons who NFI mailed a presale notice or post-sale explanation between April 1, 2016 and December 1, 2022, except for those persons: (a) against whom NFI has obtained a final deficiency judgment; (b) who filed for bankruptcy after the date on which NFI sold their collateral and whose bankruptcy ended in discharge rather than dismissal; and (c) whose loans were sold, conveyed, assigned, or otherwise transferred by NFI prior to the date on which the Court issues its Preliminary Approval Order.

Class Counsel and NFI's Counsel will request Court approval of this Agreement and the Settlement set forth herein regardless of whether any person opposes or objects to the Settlement.

2.1. **Class List.** The Parties will ask the Court to direct NFI, acting in good faith and using its best efforts, to provide a list to Class Counsel of all persons it has identified as in the Settlement Class within eighteen (18) business days after the Court issues its Preliminary Approval Order. The list provided to Class Counsel, if ordered by the Court in the Preliminary Approval Order or otherwise, must contain for each Settlement Class Member: (a) their name, Social Security Number, and last known address; and (b) date of purchase, loan number or other loan identifier, the co-borrower or co-buyer, if applicable, the "Amount Financed" and "Finance Charge" from the truth-in-lending information in the agreement, the approximate deficiency balance remaining on the loan as of the Effective Date (regardless of whether the amount was written-off or charged-off), and any other reasonable information that Class Counsel and NFI's Counsel mutually agree is necessary for administration of the Settlement. To protect the privacy and the names, addresses, and other personal information of the Settlement Class Members, the list of Settlement Class Members 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 to request the list to be filed under seal with the Court to protect the privacy and the names and addresses of the members of the Settlement Class.

2.2. **Failure of Condition.** If this Agreement is not approved by the Court under the proposed Final Approval Order and Final Judgment, this Agreement, the conditional settlement class certification provided, 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 this Agreement. In addition, neither this Agreement, the stipulated Settlement 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 in any further proceedings in the Litigation or any related action, including but not limited to class certification. In such case, or if this Agreement terminates or the settlement embodied does not become effective for any reason, this 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 this Agreement, and evidence relating to this Agreement, and all negotiations, may not be discoverable or admissible.

2.3. **No Admission of Liability.** The Parties are entering into this Agreement to resolve vigorously disputed claims that have arisen between them and avoid the burden, expense, and risk of further litigation. By entering into settlement negotiations and ultimately this Agreement, NFI is not making any agreement, admission, or concession regarding any claims or defenses alleged or asserted, nor is Gemini admitting that the claims asserted in the Lawsuit are covered by any of its insurance policies issued to NFI. Neither this 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 NFI or any of the Parties of anything, including but not limited to the claims and defenses asserted in the Litigation. The Parties agree that if the Settlement is not approved or anything prevents it from becoming final, nothing contained in this Agreement or the negotiations thereof will be admissible in any way, and no Party will seek to admit any such matter.

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

3.1 **Funding.** Within fourteen (14) business days after the Effective Date and the

receipt of an IRS Form W-9 from Class Representative and Class Counsel, NFI shall cause Gemini to deliver no less than \$750,000.00 (Seven Hundred Fifty Thousand and NO/100 Dollars) into a qualified settlement fund established by the Settlement Administrator, subject to Paragraph 14, by check or some other mutually agreeable form of payment (the “**Cash Fund**”). The account will be labeled “Gross Class Action Qualified Settlement Fund.”

3.2 **Inviolable Cap.** All costs, fees, or other payments agreed to by the Parties in this Agreement and approved by the Court in its Preliminary Approval Order and Final Approval Order, including but not necessarily limited to the costs of class notice and administration, attorney’s fees, litigation expenses and costs, and class representative compensation, shall be paid exclusively out of the Cash Fund.

3.3 **Conditions for Return.** The Cash Fund must be returned to Gemini if the Settlement is rescinded, terminated, vacated, voided, or the Effective Date does not arrive for any other reason.

3.4 **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 collection of the Cash Fund into the Gross Class Action Qualified Settlement Fund and distribution of the Net Distributable Settlement Fund under the terms of this Agreement.

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

3.6 **Settlement Class Member Payments.** The Settlement Administrator and/or Class Counsel shall calculate the Total Class Benefit and Net Distributable Settlement Fund, and the Settlement Administrator shall distribute the Net Distributable Settlement Fund to the Settlement Class Members in the pro rata amounts set forth in Paragraph 1.23, or as the Court may otherwise determine and approve. Such distributions to the Settlement Class Members are referred to and defined as the “Settlement Class Member Payments.” The Settlement Administrator shall distribute the Settlement Class Member Payments within thirty (30) days after the Effective Date by checks mailed to the Settlement 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 Settlement Class Member.

3.7 **Check Expiration.** Following the expiration of 90 days after the Effective Date, all checks first issued to the Settlement Class Members as a Settlement 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 Settlement Class Members as a Settlement 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 revert and be paid to Legal Aid of Western Missouri.

3.8 **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

Settlement Class Members who are joint or co-obligors or co-borrowers shall be issued and shall be mailed to the last known address(es). Any Settlement Class Member who receives a payment under the Settlement shall be solely responsible for distributing or allocating such payment between or among all co-borrowers on his, her, or their loan, regardless of whether a payment check has been made payable to all or only some of the Settlement Class Members' co-borrowers. Each Settlement Class Member represents and warrants that he or she is entitled to receipt of the Settlement Class Member Payment and has not assigned by operation of law or otherwise the right to receipt of the Settlement Class Member Payment. The Settlement Class Members shall, upon receipt of any Settlement Class Member Payment, remit the Settlement Class Member Payment to any persons having received by assignment or operation of law any right, title, or interest to or in the Settlement Class Member Payment.

3.9 **No Responsibility.** The Released Parties 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 Cash Fund, the Gross Class Action Qualified Settlement Fund, the Net Distributable Settlement Fund, or the implementation of this Settlement.

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

3.11 **Write-Off of Settlement Class Members' Account Balances or NFI's Deficiency Claims.** The original amount and enforceability of the alleged deficiency balances outstanding on each Settlement Class Member's account is disputed in good faith. Notwithstanding

this good-faith dispute, NFI shall write off all deficiency balances on the loans associated with the allegedly defective post-sale notices for the Settlement Class Members. The write-off of deficiencies shall operate to reduce the alleged obligations of the Settlement Class Members to zero. The Settlement Class shall be specifically informed by way of notice to the class (“Class Mail Notice”) of the potential tax consequences of the proposed Settlement.

Promptly upon the Effective Date of this Agreement, NFI will, regarding all Settlement Class Members, close all accounts that are the subject of the Litigation and write off any remaining deficiency balances then owed or claimed remaining as of the Effective Date on the Settlement Class Members’ collateralized loans, and will cease all collections and attempts to collect monies regarding said closed accounts and written-off balances. Upon Preliminary Approval being granted, NFI shall not accept payments on Settlement Class Members’ deficiency balances and will return any payment received 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 NFI. NFI estimates the Deficiency Write-Off and all account balances and deficiency claims written off under the terms of this Agreement exceeds \$86,100,000.00 and shall be included as part of the Total Class Benefit.

3.12 **Credit Reporting by NFI.** After the Effective Date, NFI will cease reporting to the national credit reporting agencies (Experian, Equifax, TransUnion, and Innovis) (the “Credit Bureaus”) that there is any amount due or owing from the Settlement Class Members on the loans that are the subject of this Settlement. Within 30 days after the Effective Date, NFI will submit to the Credit Bureaus, through an electronic file, a request to delete the tradeline for each loan that is the subject of this Settlement.

The Parties acknowledge that the Credit Bureaus are separate and distinct entities from

NFI. The Parties acknowledge that NFI 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 Settlement Class Members' accounts concerning their loans or financing from NFI for any loan by NFI. Provided NFI has undertaken its obligations in this Paragraph 3, Class Representative and the Settlement 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, attorney's fees, and/or costs) against Released Parties that may arise subsequent to this Agreement or which arise out of or relate to actions required to be taken by NFI under this provision. If an item fails to get deleted or the reporting reoccurs on any account involved in this Litigation after NFI's initial request, the only remedy of the Class Members as to Released Parties for the failure of any of the Credit Bureaus to amend the consumer or credit report is to request in writing that NFI again request that its tradeline be deleted as to the relevant finance agreement. It shall solely be the obligation of the individual Settlement Class Members to review their respective credit reports with the Credit Bureaus to ensure that the Credit Bureaus have complied with NFI's request to delete the tradeline.

3.13 **Taxes.** Jeremiah T. Gross and his attorneys acknowledge and agree that the Settlement Class Members are solely responsible for the payment 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.

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

3.15 **Judgment.** NFI agrees to enter into a consent/unopposed judgment in an amount to be determined by the Court (“Judgment”), and assignment agreement pursuant to which NFI shall assign its claims and rights against (a) certain insurers (“Insurers”) under certain insurance policies (“Policies”), defined as those identified on Exhibit C hereto and any other insurance policies in effect between April 1, 2016 and December 1, 2022 (“Effective Dates”), that may cover the Class Members’ claims, specifically excluding the insurance policy bearing policy number VNPL009475, in effect from April 1, 2022 to April 1, 2023, issued by Gemini to NFI and any other policy of insurance issued by Gemini to NFI, and (b) the insurance agents/brokers who procured the Policies (“Insurance Agents”), to seek payment of the Judgment, including without limitation, any claims of bad faith failure to settle, breach of the duty to defend, breach of the duty to indemnify, and failure to procure adequate insurance.¹

For the Judgment, Gross will seek damages the Settlement Class suffered from the Released Claims, including damages for wrongful repossession, libel/slander/defamation, invasion of privacy, and other uncertain or hard to quantify damages, plus prejudgment interest and post-judgment interest. Other than the \$750,000 to be paid on behalf of NFI, the Judgment shall indicate that nothing may be satisfied from NFI’s assets for its obligations required under this Agreement, and any remaining amount may only be satisfied from NFI’s Insurers and Insurance Agents other

¹ Gemini was not involved in, nor did Gemini participate in negotiating, NFI’s assignment of rights against the Insurers to Gross. By agreeing to this settlement, Gemini makes no admission or concession regarding coverage under its policy or the policies issued by the other Insurers and their coverage positions. Gemini acted independently in evaluating coverage under the Gemini policy, the claim submitted by NFI, and this settlement. Gemini’s agreement to fund this settlement shall not be used to establish or support coverage under the policies of the other Insurers or for future claims.

than Gemini. The Judgment may not be satisfied from attaching or otherwise acquiring other assets of NFI or NFI's officers, directors, or shareholders. NFI will cooperate with Gross's reasonable requests for assistance in obtaining the Judgment and pursuing the assigned claims and rights, including providing witnesses and documents necessary to support the Judgment and assigned claims and rights, provided that all costs and expenses incurred in relation to said requests are paid by Class Counsel. Regarding the Judgment, NFI waives its rights to: (1) a jury trial; (ii) present evidence; (iii) object to evidence; (iv) question witnesses called by Gross; (v) make argument to the Court in opposition to Gross's arguments; and (vi) appeal any decision or judgment of the Court. NFI agrees to make all necessary disclosures and send proper notices to its Insurers listed on Exhibit C pursuant to RSMO § 537.065 and related statutes. NFI acknowledges that as part of its assignment, it is assigning to Gross NFI's right to: (i) a jury trial; (ii) present evidence; (iii) object to evidence; (iv) question witnesses called by Gross; (v) make argument to the Court in opposition to Gross's arguments; and (vi) appeal any decision or judgment of the Court in connection with Gross's lawsuits against the Insurers and Insurance Agents.

Gross agrees not to record the Judgment and to defer execution of the Judgment as to NFI beyond the amount to be paid by NFI (through its insurer, Gemini) and further agrees that Gross shall look solely to the Insurers and Insurance Agents other than Gemini for collection of the Judgment and will not seek to collect on the Judgment in any manner from or against NFI or its insurer Gemini, beyond the Cash Fund to be paid by NFI/Gemini. Gross shall not assign or transfer the Judgment to any other person or entity other than the Settlement Class or substitute representative of the Settlement Class. Following the conclusion of any action against NFI's Insurers and/or Insurance Agents, including any appeals, Gross shall promptly file a complete satisfaction of judgment.

The Settlement Class Members shall receive the funds remaining from any recovery from the Insurers or Insurance Agents after any Court-approved attorney's fees and costs are deducted.

4. Incentive Award, Attorney's Fees and Costs, and No Publicity

4.1. **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 \$10,000 for Jeremiah T. Gross in recognition of services rendered for the benefit of the Settlement Class throughout the three years of Litigation. Any such incentive award shall be in addition to the amount to be paid on his 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 Settlement Class Member Payment. NFI will not object to the Class Representative applying to the Court for and/or receiving an incentive award up to the above-stated amount. The Class Representative shall provide a form W-9 to the Settlement Administrator prior to having the Settlement Administrator issue the award.

4.2. **Cost Award.** Class Counsel and/or Class Representative may petition the Court for an award of litigation costs and expenses including costs of administration. Any such costs and expenses will be paid (reimbursed) from the Cash Fund upon application by Class Counsel/Class Representative as they are incurred, from time to time.

4.3. **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 5 days after funds have been deposited with the Class Administrator pursuant to paragraph 3.1. NFI will not object to Class Counsel or Class Representative applying to the Court for, and receiving an award of, attorney's fees not to exceed 35% of the Total Class Benefit. For the sake

of clarity, neither NFI, Gemini, nor any of the Released Parties shall be responsible for paying or satisfying any fee award that exceeds the Cash Fund.

4.4. **No Allocation Liability.** NFI and its insurers 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 Settlement 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 NFI, its insurers, and the Released Parties related to or arising out of in any way the attorney's fees and expenses or the incentive award.

4.5. **Satisfaction for Payment of Fees and Expenses.** The payment of the attorney's fees and expenses as described in this Agreement shall constitute full satisfaction of NFI's, Gemini's, and the Released Parties' alleged obligation to pay any person, attorney, or law firm, for attorney's fees, costs, and/or expenses incurred on behalf of Class Representative and the Settlement Class Members, and shall relieve NFI and the Released Parties from any other claims or liability to pay any other attorney or law firm or person for any attorney's fees, expenses, and/or costs to which any person may claim to be entitled related to the Released Claims.

4.6. **No Publicity.** Class Counsel agrees, as part of the consideration for this Settlement, that it will not in any way publicize this Settlement other than providing the class notices as specifically set forth herein or by Court Order. As such, Class Counsel shall not publicize the Settlement, nor will they issue any press releases or speak to the press about the Litigation and/or Settlement other than to direct them to the class notice provided for herein.

5. Releases

5.1. **Final Release.** Upon NFI's compliance with its obligations under this Agreement, Releasors, by operation of this Agreement and the Judgment in the Final 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 Parties of all Released Claims; and (ii) 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. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member takes actions inconsistent with this Release, and that the Released Parties may seek an injunction on such action without further showing of irreparable harm. That notwithstanding, this provision shall not apply to any defenses or affirmative defenses a Settlement Class Member may assert against NFI as a defense in any action or litigation with NFI.

5.2. **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 this Agreement, fully, finally, and forever settle and release each and every of the Released Parties 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.

5.3. **Binding.** Subject to Court approval, each Settlement Class Member shall be bound by this 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 Mail Notice

or otherwise. The Release and agreements in this paragraph shall apply to and bind all Settlement Class Members, including those Settlement Class Members whose Class Mail Notices are returned as undeliverable, and those for whom no current address can be found.

5.4. **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 Settlement Class Members as set forth in the Counterclaim, and/or any claims under the financing agreement(s) which are the subject matter of the instant proceeding, shall forever be barred with respect to NFI, Gemini, and the Released Parties. There shall be no release in effect as to any NFI insurers, insurance agents, or insurance brokers, other than Gemini. The doctrines of *res judicata* and collateral estoppel shall apply to all Settlement Class Members with respect to all issues of law and fact and matters of relief within the scope of all filed complaints in this action, the Released Claims, and this Agreement as to NFI, Gemini, and the Released Parties, but not with respect to NFI's Insurers or Insurance Agents.

6. **Representations and Stipulations**

6.1. **NFI's Representations.** NFI represents, warrants, and declares under oath that:

6.1.1. it has acted in good faith and has used its best efforts in identifying the members of the Settlement Class; and

6.1.2. to the best of its actual knowledge, there are no members of the Settlement Class other than those identified.

6.1.3. it will not sell, convey, assign, or otherwise transfer any of the loans encompassed in the Settlement Class.

6.2. **Class Counsel's Representations.** Except for their clients in the Litigation, Class

Counsel represents and warrants to NFI and its insurers that Class Counsel has not been retained by any client to commence a new lawsuit or pursue any claims or right of relief against NFI regarding any of the Released Claims.

7. **Preliminary Approval Order**

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

7.1. Preliminarily approves the proposed Settlement Class under Missouri Supreme Court Rule 52.08 for settlement purposes only;

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

7.3. Approves the appointment of Class Representative as representative of the Settlement Class;

7.4. Approves the appointment of Class Counsel as counsel for the Settlement Class;

7.5. Stays all proceedings in the Litigation, enjoins the prosecution by Settlement 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 Released Claims;

7.6. Approves a form of mailed notice substantially like the Class Mail Notice attached hereto as **Exhibit A** to be sent to the Settlement Class Members by first-class mail or email at the best updated address available to NFI or any better subsequent address determined by the Settlement Administrator;

7.7. Approves a Long-Form Notice (substantially like the form attached hereto as **Exhibit B**) that contains more extensive information than the Class Mail Notice and that will be provided to the Settlement Class Members by request and on a website;

7.8. Directs the Settlement Administrator to mail the Class Mail Notice promptly after

entry by the Court of the Preliminary Approval Order to the Settlement Class Members by first-class mail or email to the last known address of such persons and to provide the Long-Form Notice to the Settlement Class Members on a website or otherwise if Settlement Class Members request it;

7.9. Appoints American Legal Claims Services, LLC as Settlement Administrator;

7.10. Schedules a hearing for final approval of this Agreement;

7.11. Establishes a procedure for the Settlement Class Members to opt out and setting a date, approximately 30 days after the mailing of the Class Mail Notice or earlier as the Court directs, after which no Settlement Class Member shall be allowed to opt out of the Settlement Class;

7.12. Establishes a procedure for the Settlement Class Members to appear and/or object to the Settlement and setting a date, approximately 30 days after the mailing of the Class Mail Notice or earlier as the Court directs, after which no Settlement Class Member shall be allowed to object; and

7.13. Contains such other provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable.

8. Opt-Outs and Objections by Settlement Class Members

8.1. **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, and last four digits of the Social Security Number of the Settlement Class Member seeking to opt out, and a statement that the Settlement Class Member and all other borrowers named on the Settlement Class Member's Retail Installment Contract and Security Agreement or governing loan agreement are seeking exclusion. Any opt-out

request must be signed by each person who was a party to the Retail Installment Contract and Security Agreement or governing loan agreement that is the subject of this Litigation, unless such person is deceased. If a party to the Retail Installment Contract and Security Agreement or governing loan 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 “*Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02” and be mailed to the Settlement Administrator. Class Counsel will cause the Settlement Administrator to send all opt-out requests to Class Counsel and NFI’s Counsel via email within five days after receiving said requests. To be timely and effective, any opt-out request must be postmarked by the date established by the Court in the Preliminary Approval Order. No Settlement Class Member 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 Settlement Class Member. No opt-out request may be made on behalf of a group of Settlement Class Members. Each Settlement Class Member not submitting an opt-out request that substantially complies with Paragraph 8 shall be included in the Settlement Class and deemed a Settlement Class Member. The Settlement Administrator shall provide to the Court, by the date of the Final Approval 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 Settlement.

8.2. **Opt-Out Limit.** If ten percent (10%) or more of the class opts out of the Settlement, then the Parties will have 10 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 this Agreement or the settlement negotiations shall be discoverable or admissible in Court. If

the option to rescind is exercised then NFI 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 NFI elects to rescind this Agreement under this Paragraph 8.2, NFI will reimburse Class Counsel for the documented expenses and costs (not to include attorney's fees) actually incurred in connection with seeking approval of this Agreement before NFI exercised its unilateral rescission right.

8.3. **Procedure for Objections to Settlement.** Any Settlement Class Member who wishes to object to the Settlement or to any incentive award or award of expenses, costs, and/or attorney's 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 sent to the following counsel of record and 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 Hearing Date:

Martin L Daesch, Esq.
Jesse B. Rochman, Esq.
Onder Law, LLC
110 E. Lockwood Avenue
St. Louis, Missouri 63119

(on behalf of the Settlement Class)

and

Amy T. Ryan, Esq.
Jonathan R. Shulan, Esq.
Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105

(on behalf of NFI)

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 Settlement Class Member filing the objection;
- (ii) A statement of each objection asserted;
- (iii) A detailed description of the facts underlying each objection;
- (iv) Any loan 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 (if available) of the counsel, and a detailed description of the legal authorities supporting each objection;
- (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 the documents to the objection, and the objector must provide any other evidence that the objector intends to present;
- (viii) A statement of whether the objector intends to appear at the hearing;
- (ix) A copy of any exhibits which the objector may offer during the hearing;
- (x) A reference to "*Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02"; 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 hearing by an objector is optional. Any Settlement Class Member who does not make his or her objection in the manner provided 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 proposed Settlement or any other provision of this Agreement. The agreed-upon procedures and requirements for filing objections should ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to this Agreement, in accordance with such Settlement Class Members' due process rights. The Preliminary Approval Order and Long-Form Notice shall require all Settlement Class Members who have any objections to serve by mail or hand delivery such objection(s) upon Class Counsel and NFI's Counsel at the addresses in the Long-Form Notice no later than the objection date set by the Court. If the objecting Settlement Class Member opts to serve the objection upon Class Counsel and NFI's Counsel by mail, the objection must be postmarked no later than the objection date set by the Court. The Preliminary Approval Order shall further 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 NFI, Class Counsel, the Class Representative, or the Released Parties be responsible for paying 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 Judgment

9.1. **Final Approval Order.** Class Representative, Class Counsel, and NFI agree that they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order certifying the Settlement Class and finding that this Agreement is fair, reasonable, and adequate and in the best interest of the Settlement Class, and ordering the Parties to carry out this Agreement.

9.2. **Judgment.** Class Representative, Class Counsel, and NFI agree that they will request the Court to enter a Judgment consistent with Paragraph 3.15 and noting the Court's decision to reserve continuing jurisdiction over the enforcement of this Agreement, the Settlement Administrator, and the distribution of the Cash Fund, the Gross Class Action Qualified Settlement Fund, the Net Distributable Settlement Fund, and any other funds that might be recovered under the Judgment.

9.3. **Final Accounting.** The Settlement Administrator, with the assistance of Class Counsel, shall file a final accounting with the Court within 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, shall 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 10 business days after such request or within the timeframe ordered by the Court.

10. **Certifications to the Court**

10.1. **Affidavit about Initial Notice Mailing.** By the Final Hearing Date, the Settlement Administrator shall file with the Court an affidavit verifying that the Court-approved Class Mail Notices have been sent by first-class mail and the Long-Form Notice has been provided to the Settlement Class Members on a website or otherwise upon the request of Settlement Class Members.

10.2. **Affidavit about Undeliverable Notices.** By the Final Hearing Date, the Settlement Administrator shall file with the Court an affidavit verifying that it has complied with the procedures described in Paragraph 13 regarding all Class Mail Notices returned as undeliverable.

11. **Effectiveness of Settlement Agreement**

The “Effective Date” of this Agreement shall be the date when each and all of the following conditions have occurred:

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

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

11.3. The Final Approval Order and the Final Judgment entered 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) if review of the Final Approval Order, or any portion thereof, is sought by any person, 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.

11.4. If any material portion of this 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 this Agreement has failed to become effective and in such circumstances this Agreement shall cease to be of any force and effect as provided in Paragraph 12.

12. Failure of Condition

If this Agreement fails to become effective, the orders, judgment, and dismissal to be entered under this Agreement shall be null and void or otherwise vacated, and the Parties will be returned to the status quo as if this Agreement had never been entered into. In addition, this Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of all Parties, and evidence relating to this Agreement and all negotiations shall not be admissible or discoverable.

13. Class Mail Notice Forms

13.1. **Address Update.** Before mailing the Class Mail Notices, the Settlement

Administrator will update the Settlement Class Members' last known addresses by the United States Postal Service's National Change of Address database or another address database service (e.g., Accurant, 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 Settlement Class Members. The portion of the Net Distributable Settlement Fund attributable to where the Settlement Administrator is unable to obtain a current address shall remain a part of the Net Distributable Settlement Fund and will be reallocated to the Settlement Class Members with valid current addresses *pro rata*. The Class Mail Notices shall be mailed within the later of twenty (20) business days after the Preliminary Approval Order or ten (10) business days after NFI provides Class Counsel with the Class List as directed by the Court. Also, within twenty (20) business days after the Preliminary Approval Order, the Settlement Administrator will provide the Court-approved Long-Form Notice on a website the Settlement Class Members can access. If requested by any Settlement Class Member, the Settlement Administrator shall also mail a copy of the Long-Form Notice to the requesting member by first-class mail.

13.2. **Release Regardless of Receipt of Notice.** Subject to Court approval, all Settlement Class Members shall be bound by this Agreement and the Released Claims shall be released even if a Settlement 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. **Qualified Settlement Fund**

14.1. **Treasury Regulations.** The Cash Fund shall constitute a “qualified settlement fund” (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1 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).

14.2. **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).

14.3. **Relation-Back Election.** If requested by NFI or the Settlement Administrator, the Settlement Administrator and NFI shall fully cooperate in filing a relation-back election under Treasury Regulation §1.468B-1(j)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

14.4. **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)(1) and Treasury Regulation §1.468B-2(1)(2)(ii).

15. **General Provisions**

15.1. **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.

15.2. **Entire Agreement.** This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement of and between the Class Representative and the Settlement Class Members and NFI regarding the Settlement and the Released Claims against the

Released Parties. This Agreement supersedes all prior oral or written understandings, agreements, and arrangements between the Parties regarding the Settlement and the Released Claims against the Released Parties. Except for those set forth expressly in this Agreement, there are no agreements, covenants, promises, representations, or arrangements between the Parties regarding the Settlement and/or the Released Claims against the Released Parties.

15.3. **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. This Agreement may not be amended, altered, modified, or waived, in whole or in part, orally.

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

15.5. **Duplicate Originals/Execution in Counterparts.** All Parties, Class Counsel, and NFI's Counsel shall sign two copies of this Agreement, and each such copy shall be an original. This Agreement may be signed in one or more counterparts. All executed copies of this 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.

15.6. **No Reliance.** Each Party to this Agreement warrants that 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 this Agreement.

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

shall be enforced in the Clay County, Missouri Circuit Court. Class Representative and the Settlement 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 Clay County, Missouri Circuit Court 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.

15.8. **Reservation of Jurisdiction.** The Parties agree that the Court should retain jurisdiction to enforce the terms of this Agreement.

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

15.10. **Mutual Preparation.** This Agreement shall not be construed more strictly against one Party than another merely because it may have been 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 this Agreement.

15.11. **Gender Neutrality.** All personal pronouns used in this 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.

15.12. **Taxes.** All Settlement Class Members are responsible for any tax consequences and federal, state, and local income taxes that may be due on any payments made to them or any credits to their accounts provided by this Agreement.

15.13. **Authority.** Each of the Parties to this Agreement represents, covenants, and warrants that (a) they have the full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery,

and performance of this Agreement, and (b) the person executing this Agreement has the full right, power, and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this 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 this Agreement.

15.14. **Exhibits.** The exhibits attached to this Agreement are incorporated as though fully set forth in this Agreement.

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


15.16. **Miscellaneous.** The terms and amount of the Cash Fund, the Gross Class Action Qualified Settlement Fund, the Net Distributable Settlement Fund, and any other funds that might be recovered under the Judgment shall not be disclosed or advertised by any Party or their attorneys to the general public, and any disclosure shall be limited to the Court only as necessary to obtain Court approval or as otherwise required by the Court, and to the Settlement Class Members only in the class notice as approved by all Parties and the Court. Neither this Agreement nor this paragraph nor any court order entered pursuant to this Settlement, including but not limited to the Preliminary Approval Order and the Final Approval Order, may be cited by Gross as authority or precedent involving NFI and shall not stand as support of a motion for class certification in any other case against NFI where certification is contested.

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IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed as of the 20th day of February, 2024.

Jeremiah T. Gross

Dated: February 20, 2024


Jeremiah T. Gross (Feb 20, 2024 16:25 CST)
Jeremiah T. Gross, for himself and the Settlement Class Members

Nicholas Financial, Inc.

Dated: February _____, 2024

By: _____
Name: _____
Title: _____

Class Counsel

Dated: February 20, 2024

By: 

NFI's Counsel

Dated: February _____, 2024

By: _____

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed as of the 20th day of February, 2024.

Jeremiah T. Gross

Dated: February _____, 2024

Jeremiah T. Gross, for himself and the Settlement Class Members

Nicholas Financial, Inc.

Dated: February 20, 2024

By: *M Rost*

Name: Michael Rost

Title: CEO

Class Counsel

Dated: February _____, 2024

By: _____

NFI's Counsel

Dated: February 20, 2024

By: *Jim R.A.*
#65426

EXHIBITS AND SCHEDULES

Exhibit A – Class Mail Notice

Exhibit B – Long Form Mail Notice

Exhibit C – Insurance Policies