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JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

AFNI, INC.,)
)
Plaintiff,)
)
v.)
)
Thuy Martinez, et al.,)
)
Defendants.)

Case No. 23SL-AC00070-01

Division No. 2

FINAL APPROVAL ORDER

Upon careful review, consideration of the record, and having made an independent judicial investigation into the allegations and defenses of the parties, the “Class Action Settlement Agreement and Release” dated February 3, 2026 (the “Agreement”), the evidence and arguments of counsel as presented at the Fairness Hearing held on May 6, 2026, the memoranda filed with this Court, and all other filings for the parties’ settlement as memorialized in the Agreement (the “Settlement”); and for good cause shown, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Incorporation of Other Documents**. This Final Approval Order incorporates:
 - a. The Agreement, filed with this Court on February 10, 2026; and
 - b. The following exhibits to the Agreement: (i) Exhibit A (form Class Mail Notices) and (ii) Exhibit B (form Long-Form notice available to the Class).

Unless otherwise provided, all capitalized terms in this Final Approval Order have the same meaning as those terms in the Agreement.

2. **Jurisdiction**. Because adequate notice was disseminated and all potential members of the Class (as defined below) were given notice of and an opportunity to opt out of the Settlement,

the Court has personal jurisdiction over all members of the Class. Because notice was sent to all Class Members according to a methodology that protected the interests of the parties and the Class Members and that provided the best notice practicable under the circumstances in compliance with Missouri Supreme Court Rule 52.08, due-process requirements, and any other legal requirements, the Court's jurisdiction extends even to Class Members who might not have received actual notice of the Settlement. The Court also has subject-matter jurisdiction over this case (the "Litigation"), including, without limitation, jurisdiction to approve the proposed Settlement, to grant final certification of the Class, to dismiss Class Representative's and the Class Members' claims against Counterclaim Defendants, and to enter the accompanying Final Judgment.

3. **The Settlement Class.** On March 13, 2026, the Court preliminarily certified a class of consumers under Rule 52.08 defined as:

"All persons to whom Counterclaim Defendants mailed a presale notice and a post-sale explanation."

Excluded from the Class are "all persons: (1) mailed a presale notice and post-sale explanation before July 25, 2017; (2) against whom State Farm has obtained a final deficiency judgment; and (3) who filed for bankruptcy after the date on their presale notice and whose bankruptcy ended in discharge rather than dismissal."

4. **Class Notice.** Class notice was mailed to all 17,455 Class Members. Of those notices, only 1,243 notices were deemed undeliverable (7.12%). The Court finds the notice to the Class (both the Class Mail Notice and Long-Form Notice available on the website set up by Class Administrator and upon request) and its distribution to the Class as implemented under the Agreement and the Preliminary Approval Order:

- a. Constituted the best practicable notice to the members of the Class under the circumstances of this Litigation;

- b. Constituted notice reasonably calculated, under the circumstances, to apprise the members of the Class of (i) the pendency of this Litigation and the proposed Settlement, (ii) their right to exclude themselves from the Class and the proposed Settlement, (iii) their right to object to any aspect of the proposed Settlement (including, but not limited to: final certification of the Class; the fairness, reasonableness or adequacy of the Settlement as proposed; the adequacy of Class Representative's and/or Class Counsel's representation of the Class; the proposed awards of attorney's fees and expenses; and the proposed incentive award), (iv) their right to appear at the Fairness Hearing if they did not exclude themselves from the Class, and (v) the binding effect of the Orders and Judgment in the Litigation on all members of the Class who did not request exclusion;
- c. Constituted notice that was reasonable, adequate, and sufficient to all persons and entities entitled to be provided with notice; and
- d. Constituted notice that fully satisfied Rule 52.08, due process, and any other applicable law.

5. **Opt-Outs and Objections.** Out of the 17,455 individuals mailed class notice, no Class Member objected to the settlement and only 119 individuals requested to be excluded from the Class (less than 0.69%).

6. **Final Settlement Approval.** The terms and provisions of the Agreement, including all exhibits, have been entered in good faith through arm's length negotiations, and not as the result of fraud or collusion. The Agreement is fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Class Members, and in full compliance with all requirements of the laws of Missouri, the United States Constitution (including the Due

Process Clause), and any other applicable law. The Parties are directed to implement and consummate the Agreement according to its terms and provisions.

7. **Binding Effect.** The Agreement, this Final Approval Order and the accompanying Final Judgment shall be forever binding on the parties to this litigation, all the Class Members, and their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Agreement, this Order and the accompanying Final Judgment shall have *res judicata* and other preclusive effect as to the “Releasers” for the “Released Claims” as against the “Released Persons,” all as defined in the Agreement. This Order resolves a distinct judicial unit between the parties and is final for purposes of appeal for which there shall be no just reason for delay.

8. **Releases.** The Class Members (*i.e.*, those members of the Class who did not timely opt out) shall be bound by the Release provided in Paragraph 6 of the Agreement, which is incorporated in this Order, regardless of whether such persons received any compensation under the Agreement or Settlement. The Releases are effective as of the date of this Final Approval Order and the accompanying Final Judgment. The Court expressly adopts all defined terms in the Agreement.

9. **Enforcement of Settlement.** Nothing in this Final Approval Order or the accompanying Final Judgment shall preclude any action by any Party to enforce the terms of the Agreement.

10. **Class Representative Award to Class Representative.** The Court awards \$25,000 to be paid from the Cash Fund to Class Representative Thuy Martinez (“Class Representative”) as a service award for her services as class representative in this Litigation.

11. **Class Relief.** As part of the Settlement, Counterclaim Defendants have placed \$35,000,000 into the Cash Fund for monetary recoveries for class members, attorney's fees, costs, administration, and Class Representative's service award. Counterclaim Defendants have also agreed to write off an estimated \$75,000,000 in debt Counterclaim Defendants claim the class members owe. *See* Agreement ¶¶ 2.26, 4.10. Counterclaim Defendants have also agreed to submit requests to credit bureaus Experian, Equifax, TransUnion, and Innovis to delete the class members' "tradelines" associated with their accounts subject to the Settlement. *See* Agreement ¶ 4.13. Missouri courts have assigned a "conservative" value of \$10,000 per class member for getting these tradelines removed from their credit reports. *See Universal Credit Acceptance, Inc. v. Myers*, No. 15JE-AC05976-01 (Mo. Cir. Feb. 8, 2021); *see also Anheuser Busch Employees' Credit Union v. Wells*, Case No. 1522-AC09263-01 (Mo. Cir. July 10, 2018).¹

12. **Attorney's Fees and Expenses.** The Court approves and awards Class Counsel \$28,000,000 from the Cash Fund, which represents less than 10% of the Total Class Benefit after considering monetary relief, deficiency write-offs, and deletion of class members' negative credit tradelines. *See Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260 (Mo. App. E.D. 2011). Although *Bachman* approved an award of 35% of the total benefits and 81% of the monetary benefits, Class Counsel's requested fee award in this case is a lower percentage of *both*. The monetary benefits (cash plus the elimination of deficiency balances) are about \$110,000,000. The Agreement provides additional relief by requiring Counterclaim Defendants to request the deletion of negative

¹ *Myers* and *Wells* were similar class actions based on the same types of violations (UCC notices) and remedies sought (statutory damages, deletion of negative credit tradeline, deficiency waiver). A credit damages expert estimated the benefit of having the negative auto loan tradeline deleted from the class members' credit reports, using an "ultra-conservative estimate," equated to \$10,000 per class member. The courts took the estimated credit benefits of \$10,000 per class member into account when it calculated the aggregate benefits conferred to the class. *See, e.g., Myers*, No. 15JE-AC05976-01 at 9 n. 1 ("Using an estimate of \$10,000 in benefit conferred to each class member for deleting their tradeline from their credit reports, the Settlement Class also receives a benefit of approximately \$77,010,000 (\$10,000 per each of the 7,701 identified class members).").

information on credit reports, which is a properly considered component of the common fund in assessing Class Counsel's percentage fee. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) (“[C]ourts should consider the value of the injunctive relief obtained as a relevant circumstance in determining what percentage of the common fund class counsel should receive as attorneys’ fees.”). The Court finds the value of the benefit to their credit reports is substantial.

13. The Court specifically finds:

- a. The Court is acquainted with all the issues involved and the work performed by Class Counsel.
- b. The result achieved is exceptional. “One consideration in determining the amount of attorneys’ fees is the result achieved.” *Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. banc 2013). This is considered “the most critical factor[.]” *Trout v. State*, 269 S.W.3d 484, 488 (Mo. App. W.D. 2008). Class Counsel and Class Representative achieved exceptional results on behalf of the Class. It includes a total monetary benefit of approximately \$110,000,000 and additional significant benefits of approximately \$173,360,000 in estimated value for removal of class members negative tradelines from their credit reports.
- c. The fee request is within the market rates customarily charged in Missouri. Another factor this Court may consider is the “rates customarily charged by the attorneys involved in the case and by other attorneys in the community for similar services[.]” *Berry*, 397 S.W.3d at 431. This factor essentially allows the Court to mimic the market because the Supreme Court of Missouri held the Court should “ensure a market fee that compensated class counsel for taking this case in lieu of working less risky cases on an hourly basis.” *Id.* at 433. Contingency fees in the 30% to 40%

range, and even as high as 50%, are common in Missouri. *See, e.g., Hervey v. Missouri Dep't of Corr.*, 379 S.W.3d 156, 165 (Mo. banc 2012) (50% contingent-fee); *Tobin v. Jerry*, 243 S.W.3d 437, 439 (Mo. App. E.D. 2007) (33.33%–40% contingent-fee); *Dominion Home Owners Ass'n v. Martin*, 953 S.W.2d 178, 182 (Mo. App. W.D. 1997) (40% contingent fee but no abuse of discretion where trial court awarded more than 40%); *International Materials v. Sun Corp.*, 824 S.W.2d 890, 891–92 (Mo. banc 1992) (contingent-fee agreements with varying percentages of 40%, 45%, and 50%). Class Counsel's customary contingency fee agreement, and their fee agreement with the Class Representative, is in line with these examples above, the market rate in Missouri, and elsewhere. It provides for attorney's fees equal to 40% of the benefits conferred on the client, including money, elimination of deficiencies, and deletion of negative information from credit reports if secured before trial and 50% thereafter. The contingency fee agreement here is also like those used by both sophisticated and unsophisticated clients in the market. The "market fee that compensate[s] class counsel for taking this case in lieu of working less risky cases on an hourly basis," is equal to the fee requested. *Berry*, 397 S.W.3d at 433

- d. The issues involved were novel, complex, and justify the fee award. This Court may also consider the "the complexity of the issues[.]" *Bachman*, 344 S.W.3d at 267. . The factual and legal issues presented by this class action were novel and complex. This case also began in a *defensive* posture and then, effectively, turned Class Representative into a class representative plaintiff who achieved a significant settlement for herself and the Class.

- e. The “risks” to which Class Counsel were exposed is another factor this Court may consider. *Bachman*, 344 S.W.3d at 267. “In assessing this factor, courts consider the defendant’s ability to withstand an adverse judgment and the risks of establishing liability at trial.” *Cosgrove v. Citizens Auto. Fin., Inc.*, 2011 WL 3740809, *9 (E.D. Pa. 2011). Class Counsel “accepted this representation solely on a contingent fee basis,” which means they “assumed the risk of receiving no compensation for the time invested or reimbursement for expenses advanced if [the Class’s] claim did not succeed. This risk was substantial, not only because of the difficulty in prevailing on such a claim, but also because the necessary investment of time and resources likely would be substantial given [Counterclaim Defendants’] tenacious defense[.]” *Zweig v. Metropolitan St. Louis Sewer Dist.*, 412 S.W.3d 223, 250 (Mo. banc 2013). Class Counsel achieved a substantial settlement for claims that may not have succeeded at trial or on appeal. This factor weighs in favor of the requested fee award.
- f. Another factor the Court may consider is “the experience, reputation, and skill of the attorneys involved.” *Bachman*, 344 S.W.3d at 267; *Berry*, 397 S.W.3d at 431 (“the degree of professional ability required” and “the vigor of the opposition” are factors a court “may” consider). “Complex class actions require unique legal skills and abilities.” *Zubia v. Shamrock Foods Co.*, 2017 WL 10541431, at *17 (C.D. Cal. Dec. 21, 2017). Class Counsel is highly experienced, having successfully litigated other class actions and is actively involved in litigating many other consumer class actions like this one.

- g. The fee award is less than that granted in similar cases involving complex litigation or in the class-action context.
- h. The Agreement and Long-Form Notice informed the Class that Class Counsel would apply for fee awards in the amounts requested. No member of the Class has objected to such awards or the Settlement.

The Court also awards Class Counsel \$130,000 to reimburse expenses and costs, including payment to the Class Administrator.

16. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Approval Order and the accompanying Final Judgment. Without affecting the finality of this Final Approval Order and the accompanying Final Judgment, this Court expressly retains jurisdiction to determine and assess damages pursuant to Paragraphs 7 and 8 of this Order, and on all matters relating to the administration and enforcement of the Agreement and Settlement and of this Final Approval Order and the accompanying Final Judgment, and for any other necessary purpose as permitted by law, including, without limitation:

- a. enforcing the terms and conditions of the Agreement and Settlement and resolving any disputes, claims or causes of action between the parties to this litigation that, in whole or in part, are related to the administration and/or enforcement of the Agreement, Settlement, this Final Approval Order or the Final Judgment (including, without limitation, whether a person is or is not a member of the Class or a Class Member; and whether any claim or cause of action is or is not barred by this Final Approval Order and the Final Judgment);
- b. entering such additional Orders as may be necessary or appropriate to protect or effectuate the Court's Final Approval Order and the Final Judgment and/or to ensure

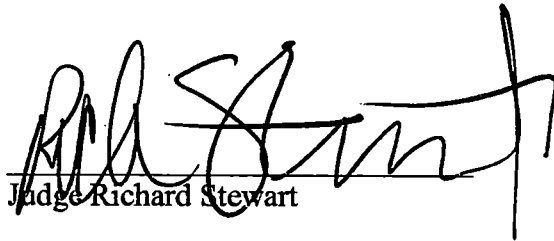
the fair and orderly administration of the Settlement and distribution of the Settlement Fund, including any claims between parties to this litigation and presiding over any garnishment actions; and

- c. entering any other necessary Orders to protect and effectuate this Court's retention of continuing jurisdiction.

17. **Separate Judgment.** The Court will separately enter the accompanying Final Judgment.

IT IS SO ORDERED.

Date: 5/6/20


Judge Richard Stewart

EXHIBITS AND SCHEDULES

Exhibit A – Class Mail Notice

Exhibit B – Long Form Mail Notice

Notice of Class Action Settlement

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

If you obtained a loan or financing agreement held by EMVLP, LLC, EMVLP II, LLC, Twenty-One Eighty-Five, LLC, State Farm Bank, F.S.B. or Afni, Inc. (collectively, "Counterclaim Defendants") under which personal property was pledged as collateral that was repossessed and you were mailed a pre-sale or post-sale notice, you may be eligible for valuable benefits from a class-action settlement.

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

A settlement has been reached in a class action alleging Counterclaim Defendants mailed improper repossession notices to you. Counterclaim Defendants deny the allegations in the lawsuit and the Court has not decided that the borrowers are entitled to any money at all. The Parties agreed to this settlement to resolve the lawsuit. The name of the case is *AFNI Inc v. Miguel Martinez et. al.*, Case No. 23SL-AC00070-01, and it's pending in St. Louis County, Missouri Circuit Court. Consult your tax adviser about the tax issues for the settlement.

SETTLEMENT BENEFITS

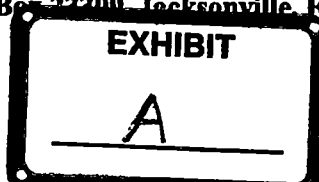
- **Money:** \$35,000,000 to pay Class Members, attorneys' fees, costs to Class Counsel, and an incentive award to the Class Representative.
- **Deficiency Write-Off:** Class Members' deficiency balances will be written down to \$0 and collection efforts on those balances will cease. The value of this benefit to the entire Class is estimated to be approximately \$75,000,000.
- **Credit Bureau Reporting:** Nationwide consumer reporting companies—Equifax, Experian, TransUnion, and Innovis—will be requested to delete credit reporting information related to your agreement with Counterclaim Defendants.

Do nothing if you want to receive the settlement benefits.

IMPORTANT DEADLINES AND DATES

- **Exclusion Deadline:** If you don't want benefits from this settlement, but you want to keep the right to sue or continue to sue Counterclaim Defendants on your own, about the legal issues in this case, then you must request to be excluded by [60 days after notice mail date]. If postmarked by this date, the Court will exclude you from the Class. You can exclude yourself from the Class by using the procedure described in the "Long Form" Notice. The "Long Form" Notice also explains what you gain or give up by either participating in or excluding yourself from the settlement.
- **Objection Deadline:** You may object to the settlement. To object to the settlement, you must file and serve objections postmarked by [60 days after notice mail date], using the procedure described in the "Long Form" Notice.
- **Final Approval and Fairness Hearing:** The Court will hold a final approval and fairness hearing on _____ at _____. You don't have to attend the hearing to receive the benefits of this settlement, but you may attend if you choose. The hearing will occur at the Twenty-First Judicial Circuit of St. Louis County, Missouri, 105 South Central Avenue, Clayton, MO 63105. The Long Form Notice advises you on what you must do to speak at the hearing.

This notice summarizes certain aspects of the proposed settlement. More details are in a "Long Form" Notice and the Settlement Agreement. You can get a copy of both by calling 1-800-351-1696 toll free; writing to Afni v Martinez c/o Class Administrator, P.O. Box 22200, Jacksonville, FL, 32241; or visiting www.sfbnoticeclass.com.



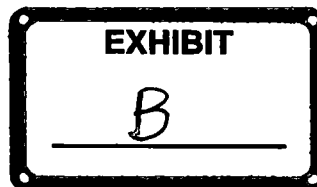
If you owned property repossessed by one of the Counterclaim Defendants listed below, you could benefit from a class action settlement.

A court authorized this notice.

- You may be eligible to participate in a settlement with benefits, including money, the write-off of alleged deficiencies, and the deletion of certain negative credit information from credit reports for all persons with a secured collateralized loan or financing agreement with EMVLP, LLC, EMVLP II, LLC, Twenty-One Eighty-Five, LLC, State Farm Bank, F.S.B. or Afni, Inc. (collectively, "Counterclaim Defendants") whose collateral was repossessed and who were mailed a presale and post-sale notice. The settlement resolves a lawsuit over whether Counterclaim Defendants sent proper notices to you in connection with attempting to collect on your loan by repossessing and selling your property. This settlement avoids costs and risks to you from the lawsuit; provides benefits to borrowers like you; and releases Counterclaim Defendants from liability.
- The parties disagree on whether the borrowers could've won and the amount of money they would've been entitled to had they won. Counterclaim Defendants deny the allegations in the lawsuit and the Court has not decided that the borrowers are entitled to any money at all. The Parties agreed to this settlement to resolve the lawsuit.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- Consult your tax adviser about the tax issues associated with this settlement. Relief provided under this settlement, including money and debt reduction, may be subject to tax.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	By doing nothing, you will receive the benefits that come from the settlement, including money. But you give up rights to separately sue Counterclaim Defendants about the same legal claims asserted.
EXCLUDE YOURSELF	Get no money or benefits. This is the only option that allows you to ever be part of any other lawsuit against Counterclaim Defendants about the legal claims.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

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



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BASIC INFORMATION

1. Why did I get a notice?

You or someone in your family may have had a consumer loan agreement directly with or that was assigned to Counterclaim Defendants for a loan used to purchase property repossessed by Counterclaim Defendants.

You were sent a short form notice by mail because you should know about a proposed settlement of a class action lawsuit in which you may be a class member, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, Counterclaim Defendants will cancel debts and try to delete deficiency balance information from credit reports related to the repossessed property. Class members will also receive payments, as described more fully in this package.

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

The Court in charge is the Twenty-First Judicial Circuit Court for St. Louis County, Missouri, and the case is *AFNI Inc v. Miguel Martinez et. al.*, Case No. 23SL-AC00070-01.

2. What is this lawsuit about?

The lawsuit claimed Counterclaim Defendants violated statutory requirements for certain repossession notices sent by Counterclaim Defendants when attempting to collect on Class Members' loans and repossessing and selling their property. You can read the claims in more detail in the Counterclaim of Thuy Martinez ("Class Representative") at www.sfbnoticeclass.com.

3. Why is this a class action?

In a class action, one or more people called class representatives sue for other people with similar claims. The class representative in this case is Thuy Martinez. All individuals with similar claims to the Class Representative are "Class Members." In class actions, one court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Richard Stewart oversees this class action.

4. Why is there a settlement?

The parties disagree over who would have won and what the Class would've recovered if they had won. Class Representative believed she could recover 10% of the principal amount of their loan plus the interest charge and other relief. Counterclaim Defendants believed Class Representative and the Class were entitled to nothing (or may even owe Counterclaim Defendants money). To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get money and other benefits sooner. The Class Representative and Class Counsel believe the settlement is fair and equitable for all Class Members.

WHO IS IN THE SETTLEMENT?

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

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

Everyone who fits the following description and who is not otherwise excluded is a Class Member:

“All persons to whom Counterclaim Defendants mailed a presale notice and a post-sale explanation.”

Excluded from the Class are “all persons: (1) mailed a presale notice and post-sale explanation before July 25, 2017; (2) against whom State Farm has obtained a final deficiency judgment; and (3) who filed for bankruptcy after the date on their presale notice and whose bankruptcy ended in discharge rather than dismissal.”

6. Are there exceptions to being included?

You're not a Class Member if (1) State Farm has obtained a deficiency judgment against you; (2) you filed for bankruptcy after the date on your presale notice and your bankruptcy ended in discharge rather than dismissal; and/or (3) the presale and post-sale notices mailed to you were mailed before July 25, 2017.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-351-1696 or visit www.sfbnoticeclass.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Counterclaim Defendants have agreed to provide the Class with settlement benefits with an estimated value exceeding \$110,000,000, which includes:

MONEY

Counterclaim Defendants have agreed to create a \$35,000,000 fund to pay: (a) Class Members; (b) the attorneys' fees and expenses for representing the Class; and (c) Thuy Martinez, for her services as Class Representative. This amount is called the “Cash Fund.”

DEFICIENCY WRITE-OFF

Outstanding amounts Counterclaim Defendants claimed you owed after they repossessed and sold your property are called “Deficiency Balances.” After the Effective Date, these Deficiency Balances will be written down to \$0 and collection efforts on the Deficiency Balances will cease. The value of this benefit to the Class and the Deficiency Balances being eliminated is estimated to be at least \$75,000,000. This amount is called the “Deficiency Write-Off.”

CREDIT BUREAU REPORTING

After the Effective Date, Nationwide consumer reporting companies—Equifax, Experian, TransUnion, and Innovis—will be requested to delete credit reporting information related to your agreement with Counterclaim Defendants. Counterclaim Defendants do not ultimately control whether each credit reporting company will comply with the request.

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any money and other benefits (including the Deficiency Write-Off) received from this settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this settlement might have tax consequences. However, Counterclaim Defendants have agreed not to issue an IRS Form 1099-C to Class Members because the Parties believe this Settlement involves the discharge of a “contested liability” or “disputed debt.”

9. What can I get from the settlement?

Every Class Member will receive the benefits of the Deficiency Write-Off. Class Members will also receive a check payment from the Cash Fund.

The payment you receive depends on the money you borrowed and the interest rate on your loan.

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my settlement benefits?

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

11. When would I get my settlement benefits?

The Court will hold a hearing on _____ 2026, at _____ to decide whether to approve the settlement. Even if Judge Richard Stewart approves the settlement, there may be appeals. It’s always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You’ll receive your payment if the settlement is approved and after that approval becomes a “final judgment” (i.e. after any appeals are resolved or the time for appealing has passed).

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

Unless you exclude yourself by following the procedure below, you are a part of the Class, and that means you can’t sue, continue to sue, or be part of any other lawsuit against Counterclaim Defendants about the legal issues in this case. For example, you won’t be able to make any independent claim against Counterclaim Defendants arising from the written notices (presale and post-sale repossession notices) this lawsuit is about. Staying in the Class also means all the Court’s orders in this lawsuit will apply to you and legally bind you. To see exactly the legal claims and defenses you give up if you get settlement benefits, please view the Settlement Agreement at www.sfbnoticeclass.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *AFNI Inc v. Miguel Martinez et. al.*, Case No. 23SL-AC00070-01. Include your name, address, telephone number, last four digits of your Social Security Number, and the name of any other person on your agreement with Counterclaim Defendants, along with your signature. The exclusion request must be signed by you and **by any co-borrower on your agreement**, unless the co-borrower is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of Class Members sign the letter. You must mail your exclusion request postmarked no later than **[60 days after class notice is mailed]**, to:

Afni v Martinez c/o Class Administrator
P.O. Box 23309
Jacksonville, FL 32241

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

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

No. Unless you exclude yourself, you give up any right to sue Counterclaim Defendants for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **[60 days after notice mail date]**. Exclusion requests postmarked later than this date will not be honored.

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

No. But you may sue, continue to sue, or be part of a different lawsuit against Counterclaim Defendants about the same type of claims that were made in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Martin L. Daesch, sole member of MLD Law Firm, LLC; Jesse B. Rochman, sole member of JBR Law Firm; Craig W. Richards of OnderLaw LLC; and OnderLaw, LLC to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. They are experienced in handling similar cases against consumer lenders. More information about these lawyers and their firm is available at www.underlaw.com. You needn't hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

QUESTIONS? CALL 1-800-351-1696, OR VISIT WWW.SFENOTICECLASS.COM

17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit since their investigation of claims against Counterclaim Defendants began in 2023. Class Counsel has not been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representative and Class Members. Class Counsel will ask the Court to approve payment of attorney's fees that do not exceed 35% of the value of the settlement benefits, reimbursement for costs and expenses. Class Counsel will also request that the Court approve payment of \$25,000 to Thuy Martinez for her services as Class Representative. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and paying the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

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

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

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can explain why you think the Court shouldn't approve it. The Court will consider your views. To object, you must appear in court at the Fairness Hearing on _____ at _____ or send a letter saying you object to *AFNI Inc. v. Miguel Martinez et. al.*, Case No. 23SL-AC00070-01. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including loan documents) you rely upon to support your objection and identify any witnesses you plan to call at the Fairness Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses about your objection, you must provide—with your objection—an expert report for each expert outlining the expert's opinions and the facts and reasons for the expert's opinions. You must also state whether you intend to appear at the Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in this form: "I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature)."

Mail the objection to the Court, to Class Counsel, and to Counterclaim Defendants' Counsel at the separate addresses below. Your objection must be postmarked no later than **[60 days after notice mail date]** or you must appear in court at the Fairness Hearing.

COURT	CLASS COUNSEL	COUNTERCLAIM DEFENDANTS' COUNSEL	COUNTERCLAIM DEFENDANTS' COUNSEL
St. Louis County Circuit Clerk's Office Attn: Division 2 105 S. Central Ave. Clayton, MO 63105	Martin L. Daesch Jesse B. Rochman Craig W. Richards OnderLaw, LLC 110 E. Lockwood Ave. St. Louis, MO 63119	Peter W. Herzog III Wheeler Trigg O'Donnell LLP One Metropolitan Square 211 N. Broadway, Ste 2825 St. Louis, MO 63102	James M. Brodzik Hinshaw & Culbertson LLP 521 W. Main Street, Ste 300 Belleville, IL 62220

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at _____ on _____, at the Twenty-First Judicial Circuit of St. Louis County, Missouri, 105 South Central Avenue, Clayton, MO 63105. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Richard Stewart will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We don't know how long these decisions will take.

21. Do I have to come to the hearing?

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

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You may speak either for or against the settlement. To speak for the settlement, you must send a letter saying it is your "Notice of Intention to Appear in *Afni v. Martinez et. al*, Case No. 23SL-AC00070-01." Include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your "Notice of Intention to

Appear” must be postmarked no later than **[60 days after notice mail date]**, and be sent to the Circuit Clerk’s Office, Class Counsel, and Counterclaim Defendants’ Counsel, at the three addresses provided in question 18.

If you plan to speak at the Fairness Hearing to tell the Court you don’t like something about the settlement, you must submit an objection as detailed in question 18 and include with that objection a statement you intend to appear at the Fairness Hearing. The identity of any witnesses or experts you plan to present at the Fairness Hearing, with evidence you intend to present at the Fairness Hearing, must also be included with your objection.

You cannot speak at the hearing if you excluded yourself or if you don’t send in a request with the required information and documents.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Afni v Martinez c/o Class Administrator, P.O. Box 23309, Jacksonville, FL, 32241, or by visiting www.sfbnoticeclass.com.

24. How do I get more information?

You can call 1-800-351-1696; write to Afni v Martinez c/o Class Administrator, P.O. Box 23309, Jacksonville, FL, 32241, or visit the website www.sfbnoticeclass.com, where you will find information to help you determine whether you are a Class Member.