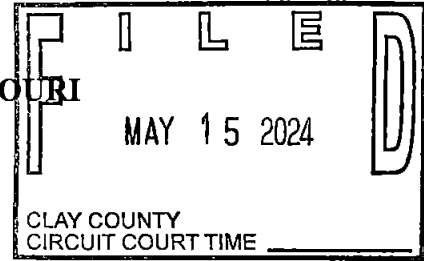


IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI



NICHOLAS FINANCIAL, INC
Plaintiff/Counterclaim-Defendant,

v

JEREMIAH T GROSS,
Defendant/Counterclaimant

Case No 21CY-CV02148-02
Division 9

Final Judgment

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT

1 This Final Judgment incorporates this Court’s Final Approval Order entered on the same date as this Final Judgment ¹

2 The settlement of the claims of the Settlement Class on the terms in the parties’ Class Action Settlement Agreement and Release (the “Agreement”), dated February 20, 2024, is approved, and the following settlement class is granted final certification under Missouri Rule of Civil Procedure 52.08 (the “Settlement Class”)

All persons to whom 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 February 21, 2024

3 Individual notice complying with Missouri Rule of Civil Procedure 52.08 was sent to the last-known address of each member of the Settlement Class. The Court finds that all members of the Settlement Class are bound by this Final Judgment

¹ Unless otherwise provided herein, all capitalized terms in this Final Judgment have the same meaning as those terms in the Agreement

4 Class Representative and all members of the Settlement Class who did not timely exclude themselves from the Settlement Class shall be bound by the Releases provided in Paragraph 5 of the Agreement

5 The settlement is reasonable because, among other reasons, it is what a reasonably prudent person in NFI's position would have settled for based on the Class Representative's claims NFI's decision to settle was made in good faith, and was not the product of collusion or fraud

6 The Court finds in favor of Gross and the Settlement Class and finds NFI liable on all claims in Gross's Counterclaim filed April 13, 2022 The Court further finds that NFI accrued no deficiency balances for Gross and the Settlement Class, and NFI cannot collect any claimed deficiency balances against Gross and members of the Settlement Class because NFI failed to strictly comply with any and all "relevant statutes" *Missouri Credit Union v Diaz*, 545 S W 3d 856, 862-63 (Mo App 2018)

7 The Court approves NFI's assignment to the Class of NFI's claims against certain insurers, brokers, and agents as provided in ¶ 3 15 of the Agreement, 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 See Agreement ¶ 3 15

8 Other than the \$750,000 to be paid on behalf of NFI by Gemini, nothing may be satisfied from NFI's assets for its obligations required under the Agreement, or from attaching or otherwise acquiring any assets of NFI or NFI's officers, directors, or shareholders, and any remaining amount may only be satisfied from NFI's Insurers and Insurance Agents other than Gemini

9 This Final Judgment is final for all purposes except for the determinations and

assessments necessary to resolve any additional judgment against parties to this litigation to be determined by the Court in the future. Class Representative and/or the Class are granted leave to file any pleadings (new or amended) he and/or they wish for purposes of Paragraphs 6 and 7 of this Judgment.

10 The Court will retain continuing jurisdiction over this case, including for the purposes set forth in the Final Approval Order.

11 For the sake of clarity, this Final Judgment constitutes the Final Judgment contemplated by Paragraph 11 of the Agreement. See Agreement ¶ 11.

12 NFI is paid no fee by Settlement Class Members or any others in connection with activities related to repossessing a vehicle, sending a presale notice, selling a repossessed vehicle, sending post-sale explanations, debt collection, or the reporting of negative information on Settlement Class Members' credit reports.

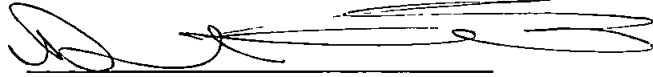
13 NFI's activities with respect to Gross and the Settlement Class, and only with respect to Gross and the Settlement Class, related to sending a presale notice, selling a repossessed vehicle, and sending post-sale explanations, are adjudged to be part of NFI's duties under the Uniform Commercial Code, property preservation activities, and debt collection activities and not professional services, financial services, or lending services.

14 Unless otherwise provided herein, all capitalized terms in this Final Judgment shall have the same meaning as those terms in the Agreement.

15 This Final Judgment resolves a distinct judicial unit between the parties and is final for purposes of appeal. The Court expressly determines that there is no just reason for delay under Missouri Rule of Civil Procedure 74.01.

IT IS SO ORDERED.

Date 5-15-24

A handwritten signature in black ink, appearing to read 'Daniel L. White', written over a horizontal line.

Judge Daniel L. White