

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (“Agreement”), made subject to approval by the Court, is between Thuy Martinez (“Martinez” or “Class Representative”), individually and as the representative of the Class (defined below); EMVLP, LLC, EMVLP II, LLC, Twenty-One Eighty-Five, LLC, and State Farm Bank, F.S.B. (the “SFB Defendants”); and Afni, Inc. (“Afni”). SFB Defendants and Afni are collectively called “Counterclaim Defendants.” The Class Representative, the Class, SFB Defendants, and Afni are also sometimes individually called “Party” and collectively called the “Parties.”

WHEREAS, Martinez is the named counterclaimant in the civil action pending before the St. Louis County Missouri Circuit Court (the “Court”), *Afni, Inc. v. Martinez*, Case No. 23SL-AC00070-01 (“Litigation”).

WHEREAS, Class Representative is asserting claims against Counterclaim Defendants for alleged violations of Article IX of the Uniform Commercial Code as enacted in the various states and seeks statutory damages and other relief for herself and the Class.

WHEREAS, on January 29, 2025, the Court certified a class comprising: “All persons to whom Counterclaim Defendants mailed a presale notice or a post-sale explanation.” The Court excluded from the class all “persons against whom State Farm has obtained a final deficiency judgment or who filed for bankruptcy after the date on their presale notice and whose bankruptcy ended in discharge rather than dismissal.”

WHEREAS, on April 23, 2025, the Court amended the class definition to: “All persons to whom Counterclaim Defendants mailed a presale notice or a post-sale explanation.” The Court excluded from the class “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.”

WHEREAS, following class certification, the Class was provided Court-approved notice of the pending class action lawsuit and Class Members were given the opportunity to opt-out.

WHEREAS, Class Counsel and Counterclaim Defendants’ counsel have investigated the facts regarding 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 Counterclaim Defendants.

WHEREAS, the Parties and their respective counsel have engaged in arm's length negotiations about the settlement of the claims and causes of action being asserted against Counterclaim Defendants, including mediation on October 17, 2025, and other negotiations outside mediation.

WHEREAS, the Parties have agreed, subject to Court approval, to resolve the Litigation as between Class Representative, the Class, and Counterclaim Defendants under this Agreement.

WHEREAS, the Class Representative and Class Counsel have agreed to a settlement with Counterclaim Defendants under this Agreement that they believe and submit is fair, reasonable, adequate, and in the best interests of Class Representative and the Class based on their investigation, study, negotiations, and discovery taken; and considering the contested issues, the expense and time to prosecute the Litigation against Counterclaim Defendants through trial, the delays and the risks and costs of further prosecution against Counterclaim Defendants, the uncertainties of complex litigation, and the benefits to be received under this Agreement.

WHEREAS, Parties agree the Agreement is a compromise in settlement of the claims and causes of action that have been or could be raised by Class Representative and the Class (or members thereof) against Counterclaim Defendants and/or the other Released Persons as to any collateralized loan or financing from Counterclaim Defendants.

NOW THEREFORE, the undersigned Parties, each intending to be legally bound and acknowledging the sufficiency, adequacy, and receipt of the consideration and undertakings in this Agreement, agree, subject to approval of the Agreement by the Court, that the Litigation and the Released Claims against the Released Persons are finally and fully compromised and settled.

1. Denial of Liability; No Admissions

1.1. As further described in the recitals, Parties are entering into this Agreement to resolve vigorously disputed claims and allegations that have arisen among them and to avoid the further burden, expense, uncertainty, and risk of protracted litigation.

1.2. None of the following are admissible under Mo. Rev. Stat. § 435.014.2, Missouri Supreme Court Rule 17, or any similar rule of evidence or procedure in any applicable jurisdiction or admit liability or wrongdoing by Parties, any Released Person, or any other Person: (a) this Agreement, any prior drafts of it, or any related correspondence or other communications; (b) the Memorandum of Understanding dated October 24, 2025, any prior drafts of it, or any related

correspondence or other communications (“Term Sheet”); (c) any term or provision of this Agreement or the Term Sheet; (d) any conduct, statement, or document relating to this Agreement or the Term Sheet; (e) any conduct, statement, or document relating to settlement negotiations about the Litigation (whether or not in any mediation session); and (f) any conduct, statement, or document relating to the submission of this Agreement to the Court or requests for its consideration and approval.

1.3. Counterclaim Defendants deny each and all of the claims and allegations of liability or wrongdoing made by the Class Representative in the Litigation, the propriety of the certification of the Class for litigation and trial, the exercise of jurisdiction by the Court to adjudicate without the express written consent of Counterclaim Defendants the claims and allegations of members of the Class who are not residents of or have no other relevant connection to Missouri, and all other claims and allegations of liability or wrongdoing arising out of, relating to, or connected with any of the conduct, statements, acts, or omissions that have been or could be alleged by the Class, Class Representative, or any individual Class Member against Counterclaim Defendants, and Counterclaim Defendants further affirm the legitimacy of every defense and affirmative defense they have asserted in the Litigation.

1.4. Class Members have disputed and continue to dispute the original amount and enforceability of the deficiency balances remaining under their Covered Contracts after disposition of the related collateral. Subject to the terms and provisions of this Agreement, the Parties reserve the right to maintain their positions on the dispute described in this Paragraph 1.4 and all their other rights, remedies, objections, arguments, defenses, and positions.

1.5. 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, Counterclaim Defendants are not agreeing, admitting, or conceding any claims or defenses alleged or asserted. Neither the Agreement nor any of its terms or provisions nor any negotiation between the Parties or their counsel may be construed as an admission or concession of 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 in the Agreement or the negotiations will be admissible and no Party will try to admit any such matter

like this, and the Parties shall be returned to the status quo before the execution of this Agreement.

2. Definitions

As used in this Settlement Agreement and the Exhibits, in addition to any definitions set forth elsewhere in this Settlement Agreement, these terms shall have the meanings set forth below. Unless otherwise indicated, defined terms include the plural and the singular.

2.1. Cash Fund. “Cash Fund” means the amount to be paid under Paragraph 4.1 *plus* any interest earned on the Cash Fund.

2.2. Class. “Class” has the meaning defined in Paragraph 3.1.

2.3. Class Counsel. “Class Counsel” means Class Representative’s counsel, Martin L. Daesch, Jesse B. Rochman, and Craig W. Richards of OnderLaw, LLC, 110 East Lockwood, St. Louis, Missouri, 63119.

2.4. Class Mail Notice. “Class Mail Notice” means a notice in a form substantially the same as that attached as **Exhibit A**.

2.5. Class Member. “Class Member” means any member of the Class who does not timely opt out of the Settlement under Paragraph 10.1. If a Class Member has died, then the person’s estate, heirs, representative, successors, or assigns is considered a Class Member for this settlement.

2.6. Class Member Payment. “Class Member Payment” means the part of the Net Distributable Settlement Fund to be paid to the respective Class Members under the Settlement. The Settlement Administrator will distribute the Net Distributable Settlement Fund to each Class Member by issuing checks, with each Member receiving a pro rata share. The amount of the check issued to Class Members will be determined by multiplying the Net Distributable Settlement Fund by the Class Member’s prorated percentage. The Class Member’s prorated percentage equals a numerator consisting of 10% of the “Amount Financed” as shown on the Truth in Lending Act (“TILA”) statement that is part of each Class Member’s loan plus the “Finance Charge” shown on the TILA Statement, and a denominator consisting of 10% of the foregoing “Amount Financed”

aggregated for the Class plus the foregoing “Finance Charge” aggregated for the Class.¹

$$\text{Pro Rata Percentage} = \frac{0.1(\text{Individual Amount Financed}) + \text{Individual Finance Charge}}{0.1(\text{Aggregate Amount Financed}) + \text{Aggregate Finance Charge}}$$

2.7. Counterclaim Defendants’ Counsel. “Counterclaim Defendants’ Counsel” means Peter W. Herzog and Thomas J. Palazzolo of Wheeler Trigg O’Donnell LLP, 211 N. Broadway, Suite 2825, St. Louis, MO 63102 for SFB Defendants; James F. Bennett and Elizabeth C. Carver of Dowd Bennett LLP, 7676 Forsyth Blvd. Suite 1900, Clayton, MO 63105 for SFB Defendants; James M. Brodzik of Hinshaw & Culbertson LLP, 521 West Main Street, Suite 300, Belleville, IL 62220 for Afni; and David A. Grassi, Jr. of Frost Echols LLC, P.O. Box 12645, Rock Hill, SC 29731 for Afni.

2.8. Court. “Court” means the St. Louis County Circuit Court, State of Missouri.

2.9. Covered Contract. “Covered Contract” means any contract between a Class Member and Counterclaim Defendants, or that was sold to, assumed by, or assigned to other entities, including Afni, for loans associated with collateral repossessed by Counterclaim Defendants and for which an allegedly defective presale notice and post-sale explanation was mailed.

2.10. Deficiency Balance Adjustment. “Deficiency Balance Adjustment” means all deficiency account balances in Counterclaim Defendants’ records for Covered Contracts as of the Effective Date that Counterclaim Defendants will adjust to benefit the Class as provided under Paragraph 4.10.

2.11. Effective Date. The “Effective Date” of the Agreement means the date when all the conditions in Paragraph 13 have occurred.

2.12. Final Approval Order. “Final Approval Order” means an Order consistent with Paragraph 11, finally approving the Agreement and the “Settlement” under Missouri Supreme Court Rule 52.08.

2.13. Final Hearing Date. “Final Hearing Date” means the date set by the Court for the

¹ For example, if the total Amount Financed by all Class Members was \$100 and the total Finance Charge for all Class Members was \$15 and if an individual Class Member financed a \$10 loan and their Finance Charge was \$2 then their Pro Rata percentage would be determined as follows:

$$\frac{0.1(\$10) + \$2}{0.1(\$100) + \$15} = 12\%$$

hearing on final approval of the “Settlement.”

2.14. Final Judgment. “Final Judgment” means a Judgment of the Court consistent with Paragraph 11.

2.15. Gross Deficiency Adjustment Amount. “Gross Deficiency Adjustment Amount” is the aggregate of deficiency balances reflected on the accounts of the Class Members for Covered Contracts as of the Effective Date. The deficiency balance amount for each Class Member is what Counterclaim Defendants believe to be the unpaid balance of each member’s account even if some or all of the unpaid amount has been “written off.”

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

2.17. Net Distributable Settlement Fund. “Net Distributable Settlement Fund” means the “Cash Fund” *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; (d) any costs of notice and settlement administration; and (e) any other fees, costs, or expenses necessary to obtain final approval of the Settlement.

2.18. Person(s). Person(s) has the broadest meaning possible and includes all legal entities such as corporations and companies.

2.19. Preliminary Approval Order. “Preliminary Approval Order” means an Order consistent with Paragraph 9, 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.

2.20. Released Persons. “Released Persons” means Counterclaim Defendants, and any of their parents or subsidiaries (including each of their past and present officers, directors, shareholders, members, agents, employees, attorneys, and independent contractors), and Counterclaim Defendants’ respective predecessors, successors, and assigns (including each of their past and present officers, directors, shareholders, members, agents, employees, attorneys, and independent contractors), including all Persons to whom or which Counterclaim Defendants, or any of them, sold or assigned Covered Contracts.

2.21. Released Claims. “Released Claims” means all past and present known and

unknown claims, demands, damages, causes of action, cross-claims, counterclaims, judgments, or suits seeking damages or other legal or equitable relief of any kind whether arising from federal, state or local law or regulation which any of the Class Members may have had, or now have, from the beginning of time up through and including the Effective Date, against Counterclaim Defendants arising out of or related to any conduct, statement, act, or omission that has been or could have been alleged by any Class Members arising out of or related to any Covered Contract, including, but not limited to:

- (a) the repossession and disposition of personal property collateral in connection with any Covered Contract;
- (b) any claim relating to the adequacy or sufficiency of notices and disclosures related to any Covered Contract;
- (c) the origination, financing, assignment, and servicing of any Covered Contract;
- (d) the repossession, surrender to, and control of any collateral in connection with a Covered Contract by Counterclaim Defendants or any Person on their behalf;
- (e) the charging, payment, collection, and attempted collection of amounts relating to any Covered Contract or related account (including deficiencies after the sale or other disposition of any collateral);
- (f) any notice or other communication delivered or required to be delivered before, after, or otherwise in connection with debt collection of a Covered Contract or the repossession, surrender, control, or sale or other disposition of any collateral in connection with a Covered Contract;
- (g) any sale or other disposition of any collateral in connection with a Covered Contract; and
- (h) the furnishing of information to credit reporting agencies relating to any Covered Contract and any notices related to such furnishing
- (i) any breach, failure to perform, or other act, omission, or error in connection with the performance of this Agreement by any Person other than Counterclaim Defendants, excluding any claim to enforce the terms of this Agreement against the Counterclaim Defendants.

2.22. Releasers. “Releasers” means the Class Representative and all 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 of them. Releasors does not include: (a) any members of the Class who opt out of the Settlement under Paragraph 10; or (b) any persons not identified by Counterclaim Defendants as a member of the Class.

2.23. Settlement. Settlement means the compromise in settlement memorialized in this Agreement.

2.24. Settlement Administrator. “Settlement Administrator” means the independent class action administrator agreed to by the Parties and approved by the Court to administer the Settlement.

2.25. Settlement Hearing. “Settlement Hearing” means the hearing on final approval of the class action settlement embodied in this Agreement.

2.26. Total Class Benefit. “Total Class Benefit” means the quantifiable benefits conferred upon the Class, including the Cash Fund of \$35,000,000; the Gross Deficiency Adjustment Amount, which Counterclaim Defendants currently estimates is approximately \$75,000,000; and benefits conferred by Paragraph 4.10.

3. The Class

3.1. **Class.** The “Class” means all persons to whom the SFB Defendants or Afni mailed a presale notice and post-sale explanation.

3.2. **Exclusions.** Excluded from the Class are those persons: (1) who were mailed a presale notice and post-sale explanation before July 25, 2017; (2) against whom the SFB Defendants 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.

3.3. **Class List.** Acting in good faith and using its best efforts, within 21 days after the Court issues its Preliminary Approval Order (unless the parties agree or the Court orders otherwise), Counterclaim Defendants must provide a list—in Microsoft Excel spreadsheet format—to Class Counsel of all people it has identified as in the Class. The list provided to Class Counsel must contain, for each member of the Class: (a) their name, and last known address; (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 loan 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 (c) any other reasonable information that Class Counsel and Counterclaim Defendants' Counsel mutually agree is necessary for administration of the Settlement. To protect the privacy and the names, addresses, and other personal information of the members of the Class, the list of Class Members may not be filed with the Court. If the Court requires the list containing all the information provided to Class Counsel be filed, Parties agree the list must be filed under seal with the Court to protect the privacy and the names and addresses of the members of the Class.

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

4.1. **Funding.** Within 30 days after the Preliminary Approval Order and the receipt of an IRS Form W-9 from the Settlement Administrator for the qualified settlement fund established under Paragraph 15, SFB Defendants will deliver \$35,000,000.00 into a qualified settlement fund established by the Settlement Administrator, subject to Paragraph 15, by wire or some other mutually agreeable form of payment. The account will be labeled "Martinez Class Action Qualified Settlement Fund."

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

4.3. **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 distribution of the Total Class Benefit, Cash Fund, and Net Distributable Settlement Fund under the Agreement.

4.4. **Reallocation for Opt-Outs.** If any members of the Class timely opt out and exclude themselves from the Settlement, the part of the Net Distributable Settlement Fund attributable to said "opt outs" shall remain a part of the Net Distributable Settlement Fund and will be reallocated to the Class Members pro rata. The Parties shall submit any required revisions to the Court before the Final Hearing Date.

4.5. **Class Member Payments.** The Settlement Administrator and/or Class Counsel shall calculate the Total Class Benefit, Cash Fund, and Net Distributable Settlement Fund, and the Settlement Administrator shall distribute the Net Distributable Settlement Fund to the Class

Members in the pro rata amounts set forth in Paragraph 2.6, or as the Court may otherwise determine and approve. The Settlement Administrator shall distribute the initial Class Member Payments within 30 days after the Effective Date by checks mailed to the Class Members based on the best address available for each Class Member following the update process described in Paragraph 8 below. If any check is returned, the Settlement Administrator will re-mail such returned check either to any newly disclosed address or, if no new address is disclosed, to the same address to which it was first sent. All checks will be considered void 120 days after the initial mailing, and the Settlement Administrator shall stop payment on such checks.

4.6. **Allocation of Net Distributable Settlement Fund Following Class Member Payments.** By 15 business days after the Settlement Administrator has completed administration of the foregoing Class Member Payments, the Settlement Administrator will pay any remaining balance (after settlement administration costs relating solely to the processing of amount to be returned to the SFB Defendants are paid) to SFB Defendants.

4.7. **Allocation of Class Member Payments.** For purposes of issuing Class Member Payments, 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 Class Member Payment for Class Members who are joint or co-obligors or co-borrowers shall be issued and shall be mailed to the best available address following the address update process described in Paragraph 8. Any Class Member who receives a Class Member Payment belonging to a co-borrower or co-obligor shall be solely responsible for distributing or allocating such payment between or among all co-borrowers on his, her, or their loan, even if a check has been made payable to all or only some of the Class Members' co-borrowers. All Class Members represent and warrant he or she has the right to receipt of the Class Member Payment and has not assigned by law or otherwise the right to receipt of the Class Member Payment. The Class Members shall, upon receipt of any Class Member Payment, remit the Class Member Payment to any persons having received by assignment or law any right, title, or interest to or in the Class Member Payment.

4.8. **No Responsibility.** The Released Persons 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 Settlement Funds or the

implementation of this Settlement.

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

4.10. **Deficiency Adjustments of Class Members' Account Balances or Counterclaim Defendants' Deficiency Claims.** The original amount and enforceability of the alleged deficiency balances outstanding on each Class Member's account is disputed in good faith. Because of this good-faith dispute and to resolve this matter, Counterclaim Defendants shall reduce the alleged deficiency balances on the Covered Contracts to zero; however, Counterclaim Defendants shall not have to refund or return payments made towards deficiency balances before entry of the Preliminary Approval Order.

4.11. The alleged deficiency balances on the Covered Contracts that Counterclaim Defendants are adjusting to reduce to zero are contested liabilities and/or disputed debts. Counterclaim Defendants will not issue an IRS Form 1099-C to Class Members after the Effective Date because of such adjustment.

4.12. Upon the Effective Date, Counterclaim Defendants will, regarding all Class Members, close all accounts that are the subject of the Litigation and adjust any remaining deficiency balances then owed or claimed remaining as of the Effective Date on the Class Members' collateralized loans. Upon signing this Agreement, Counterclaim Defendants will stop all collections and attempts to collect monies regarding closed accounts and adjusted balances referred to in this paragraph. Class Members are not entitled to the return of any amounts paid toward the balances on their loans before entry of the Preliminary Approval Order.

4.13. **Credit Reporting by Counterclaim Defendants.** After the Effective Date, SFB Defendants will cease reporting to the national credit reporting agencies (Experian, Equifax, TransUnion, and Innovis) (the "Credit Bureaus") on any Covered Contract. Within 120 days after the Effective Date, SFB Defendants will submit to the Credit Bureaus, through an electronic file, a request to delete the trade line for each Covered Contract. Afni represents it ceased reporting to the Credit Bureaus on any Covered Contract by October 24, 2025, and has requested the deletion of the trade line for each Covered Contract it purchased from SFB Defendants.

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

Counterclaim Defendants. The Parties acknowledge that Counterclaim Defendants 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 Class Members' accounts about their loans or financing from Counterclaim Defendants for any loan by Counterclaim Defendants. Provided Counterclaim Defendants have undertaken their obligations in Paragraph 4.13, Class Representative and the 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, attorneys' fees and/or costs) against Released Persons that may arise after the Agreement related to actions required to be taken by Counterclaim Defendants under this provision. If an item fails to get deleted or the reporting reoccurs on any account involved in this Litigation after Counterclaim Defendants' initial request, the only remedy of the Class Members as to Released Parties for the failure of any consumer or credit reporting agencies to amend the consumer or credit report is to request in writing that Counterclaim Defendants again request that its tradeline be deleted as to the relevant finance agreement. It shall be solely the duty of the individual Class Members to review their respective credit reports with the consumer or credit reporting agencies to make sure the consumer or credit reporting agencies have complied with Counterclaim Defendants' request to delete the tradeline.

4.15. SFB Defendants represent there are 1835 accounts on the previously provided class list that were sold to, assumed by, or assigned to entities other than Afni or SFB Defendants and their affiliates. SFB Defendants have entered into agreements with such entities to provide the relief in Paragraphs 4.10–4.13 to these accounts.

4.16. **No Tax Advice from Either Party.** The Parties acknowledge that no tax advice has been offered or given by any Party, their attorneys, agents, or any other representative in these negotiations, and each Party is relying on the advice of its own tax consultant regarding any tax consequences that may arise because of the execution of this Agreement.

4.17. **Settlement Administrator.** The settlement administrator shall be American Legal Claim Services, LLC or any other administrator mutually agreed upon by the Parties and approved by the Court. The costs of administration of the Agreement, including all costs, fees, and expenses to be paid to the Settlement Administrator will be paid from the Cash Fund. The Parties agree that the Settlement Administrator, upon request from either Party, shall provide reporting on class size,

opt-outs, checks cashed, value of checks determined for each class member, and other reasonable information as the Parties may from time-to-time request of the Settlement Administrator.

5. Incentive Award, Attorneys' Fees and Costs and No Publicity

5.1. **Incentive Award.** Class Counsel and/or Class Representative may petition the Court for the payment of an incentive award in an amount not to exceed \$25,000 in recognition of services rendered to benefit the Class throughout the Litigation. 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 the Class Member Payment. Counterclaim Defendants will not object to Class Representative applying to the Court for and/or receiving an incentive award in the above-stated amount. The Class Representative shall provide a form W-9 to the Settlement Administrator before having the Settlement Administrator issue the award.

5.2. **Cost Award.** Class Counsel and/or Class Representative may petition the Court for an award of litigation costs and expenses. Any such litigation expenses will be paid from the Cash Fund and distributed to Class Counsel as requested by them after the Effective Date. Counterclaim Defendants will not object to Class Counsel or Class Representative applying to the Court for and receiving an award of litigation costs and expenses from the Cash Fund not to exceed \$130,000.

5.3. **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 as requested by them after the Effective Date. Counterclaim Defendants will not object to Class Counsel or Class Representative applying to the Court for and receiving an award of attorneys' fees not to exceed 35% of the Total Class Benefit or 80% of the Cash Fund.

5.4. **Settlement Administrator to Control Notice and Publicity.** Class Counsel agree, as part of the consideration for this Settlement, they will not publicize this Settlement other than providing the class notices as specifically set forth in this Agreement or by Court Order. 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.

6. Releases

6.1. **Final Release.** Upon Counterclaim Defendants' compliance with its obligations

under this Agreement, Releasors, by operation of the 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 Persons of all Released Claims; (ii) and 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 Persons will suffer irreparable harm if any Class Member takes actions inconsistent with this release, and that the Released Persons may seek an injunction on such action without further showing of irreparable harm.

6.2. **Known and Unknown Claims.** The Releasors 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 the Agreement, fully, finally and forever settle and release each and every of the Released Persons 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.

6.3. **Waiver of Rights Regarding Unknown Claims.** Regarding all Released Claims, the Releasors agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

6.4. **Binding.** Subject to Court approval, each Class Member shall be bound by the Agreement and release 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 Class Members, including those Class Members whose Class Mail Notices are returned as undeliverable, those for whom no current address can be found, and those who do not cash their Class Member Payment checks.

6.5. **Generality of the Release.** Nothing in this section is intended to limit the generality of the release 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 Class Members as set forth or as could have been set forth in the Counterclaim by any Class Member concerning, arising out of, relating to, or connected with any Covered Contract, and/or any claims under the Covered Contracts which are the subject matter of this Litigation, shall forever be barred. The doctrines of *res judicata* and collateral estoppel shall apply to all Class Members regarding all issues of law and fact and matters of relief within the scope of all filed claims in this Litigation, the Released Claims, and this Agreement. If a Class Member seeks, in a separate action or proceeding, relief that would contravene the terms of this Settlement Agreement, Counterclaim Defendants or any Released Party may by affidavit or otherwise in writing, advise the other Parties and the Court or other forum in which such action or proceeding is brought, that such relief in that action or proceeding is unjustified. If requested by Counterclaim Defendants or any Released Party, the Class Representative or Class Counsel shall also advise the Court or other forum in which such action or proceeding is brought, in writing, that such relief in that action or proceeding is unjustified. Provided that, since this Agreement provides for review by the Court, any Party may recommend that matters raised in such separate action or proceeding should be submitted to this Court for resolution under this Agreement.

7. **Representations and Stipulations**

7.1. **Counterclaim Defendants' Representations.** Counterclaim Defendants represent, warrant, and declare that:

7.1.1. Each of them has acted in good faith and have used their best efforts in identifying the members of the Class.

7.1.2. To the best of Counterclaim Defendants' actual knowledge, there are no members of the Class other than those identified.

7.1.3. There is no insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of any judgment that may be entered

in the Litigation or to indemnify or reimburse for payments made to satisfy any judgment in the Litigation.

7.1.4. The total amount due from the Class Members for “deficiencies” on the Effective Date, if such totals could be determined or located, is about \$75,000,000.

7.1.5. Since October 24, 2025, all collections and attempts to collect monies by Counterclaim Defendants regarding Covered Contracts have been in accordance with their ordinary collection practices.

7.1.6. Since October 24, 2025, Counterclaim Defendants have issued no IRS Form 1099-Cs on the Covered Contracts unless it was issued in the ordinary course of Defendant’s collection practices.

7.2. **Class Counsel’s Representations.** Except for Martinez, Class Counsel represents and warrant to Counterclaim Defendants they have not been retained by any client to begin a new lawsuit or pursue any claims or right of relief against Counterclaim Defendants regarding any of the Released Claims. In addition, Class Counsel agrees they will not solicit the right to legally represent any member or members of the Class who opt(s) out of the Class and Settlement regarding the Released Claims unless the Agreement terminates or does not become effective.

8. Notice Plan

8.1. Notice of the Settlement shall conform to all applicable requirements of the Missouri Rules of Civil Procedure and any other applicable law, and shall otherwise be in the manner and form approved by the Court. The Notice Plan shall be designed and executed by the Settlement Administrator to reach as many Class Members as reasonably possible under the circumstances. To the extent any changes to the Notice Plan set forth below need to be modified, the Parties agree to work cooperatively to make any such changes.

8.2. Notice shall be provided in the manner described in this Notice Plan to those persons within the Class.

8.3. Upon court approval, notice of the Settlement shall be provided according to the following Notice Plan:

8.3.1. Website Notice: Within 30 business days after court approval, the Settlement Administrator will provide the Court-approved Long-Form Notice on the website used for class certification notice: www.sfbnoticeclass.com (the “Website”).

Additionally, the Website shall include links to the summary notice mailed to Class Members, relevant filings and orders, and information relating to being excluded from the class, other deadlines relating to the Settlement, and instructions on how to access the case docket via Missouri Case.net or in person at any Missouri Court. The Settlement Administrator shall ensure the Website is compliant with the Americans with Disabilities Act of 1990. A toll-free number will also be established to allow Class Members to call for additional information and listen to Frequently Asked Questions. The toll-free number will be displayed prominently in the Class Mail Notice. A post office box and email address for correspondence about the case will be established and maintained, allowing Class Members to contact the Administrator by mail and/or email with any specific requests or questions.

8.3.2. Direct Notice: Within 20 business days after Counterclaim Defendants provide the Settlement Administrator with the Class List, the Settlement Administrator shall mail the Class Mail Notices to Class Members. If requested by any Class Member, the Settlement Administrator shall also mail a copy of the Long-Form Notice to the requesting member by first-class mail.

8.3.3. Address Update: Before mailing the Class Mail Notices, the Settlement Administrator will update the 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, including skip-tracing if necessary, to locate a current address for the Class Members.

8.3.4. The Settlement Administrator will send direct notice via email to all direct notice recipients with an associated email address if a physical mailing was ultimately undeliverable after multiple attempts. For any email notices, the entirety of the Class Mail Notice shall be in the body of the email and the email shall inform a Class Member of the ability to provide a valid mailing address to receive future communication. The Settlement Administrator shall implement protocols and procedures to ensure delivery of the Direct Notice via email by, inter alia, notifying major Internet Service Providers that it will begin

a large email campaign (thereby reducing the risk of the email being identified a spam or junk email). The Settlement Administrator will also make reasonable efforts to re-email the Direct Notice to all email addresses for which it receives any undeliverable or bounce back notices, to the extent possible.

8.4. **Release Regardless of Receipt of Notice.** Subject to Court approval, all Class Members shall be bound by the Agreement and the Released Claims shall be released even if a Class Member never received actual notice of the Litigation or the Settlement. Further, Parties expressly 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 have Full Faith and Credit in any other court, tribunal, forum, including any arbitration forum or agency.

9. **Preliminary Approval Order**

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

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

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

9.3. Approves a form of mailed, summary notice substantially like the Class Mail Notices attached as **Exhibit A** to be sent to the members of the Class by first-class mail or email at the best updated address available to Counterclaim Defendants or any better subsequent address determined by the Settlement Administrator;

9.4. Approves a Long-Form Notice substantially like the form attached as **Exhibit B** that contains more extensive information than the Class Mail Notice and that will be provided to members of the Class by request and on a website;

9.5. Directs the Settlement Administrator to send the Class Mail Notice promptly after entry by the Court of the Preliminary Approval Order to the Class by first-class mail or email to the best available address of such persons following the address updating process described in Paragraph 8 and to provide the Long-Form Notice to members of the Class on a website or otherwise if Class Members request it;

9.6. Schedules a hearing for final approval of the Agreement;

9.7. Establishes a procedure for members of the Class to opt out and setting a date, about 30 days after class notice is sent or later as the Court directs, after which no member of the Class shall be allowed to opt out of the Class;

9.8. Establishing a procedure for the members of the Class to appear and/or object to the Settlement and setting a date, about 30 days after the Class Mail Notices are sent or later as the Court directs, after which no member of the Class shall be allowed to object; and

9.9. Containing such other provisions consistent with the terms and provisions of the Agreement as the Court may consider advisable.

10. Opt-Outs and Objections by Members of the Class

10.1. **Procedure for Opt-Out Requests.** The deadline for opt-out requests shall be in the Preliminary Approval Order. Any request to opt out must be in writing and must include the name, address, telephone number, last four digits of the Social Security Number of the Class Member seeking to opt out, and a statement that the Class Member and all co-obligors and co-borrowers on the Covered Contract are seeking exclusion. Any opt-out request must be signed by each borrower, co-borrower, obligor, and co-obligor of a Covered Contract, unless such person is deceased. If a borrower, co-borrower, obligor, or co-obligor 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 “*Afni, Inc. v. Martinez*, Case No. 23SL-AC00070-01” and be mailed to the Settlement Administrator. Class Counsel will cause the Settlement Administrator to send all opt-out requests to Class Counsel and Counterclaim Defendants’ 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 set by the Court in the Preliminary Approval Order. No member of the Class 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 Class Member. No opt-out request may be made on behalf of a group of Class Members. Each member of the Class not submitting an opt-out request that substantially complies with Paragraph 10 shall be included in the Class and considered a 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, who have timely and adequately filed a request to be excluded from the Settlement.

10.2. **Opt-Out Limit.** If 10% or more Class Members opt out of the Settlement, then Counterclaim Defendants will have 21 days to determine whether to withdraw from the Settlement. Should Counterclaim Defendants exercise its option to rescind, then the Agreement is void, and the Parties shall return to the status quo as if the Parties had not entered the Agreement, and nothing in the Agreement or the settlement negotiations shall be discoverable or admissible in Court. If the option to rescind is exercised this Agreement may not be used as evidence or otherwise be used in any court filing or proceeding.

10.3. **Procedure for Objections to Settlement.** Any Class Member who wishes to object to the Settlement or to the incentive awards or the awards of expenses, costs and/or attorneys' fees must file a written notice of objection, including supporting papers as described further below (the "Notice of Objection"), with the Court by the date set by the Court in the Preliminary Approval Order. To determine timeliness, a Notice of Objection shall be considered to have been submitted when received and filed with the Clerk of Court. Copies of the Notice of Objection must also be postmarked or sent via email by the date set by the Court in the Preliminary Approval Order, which shall be no later than 10 days before the Final Hearing Date. Copies of any Notice of Objection shall also be sent to:

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

(on behalf of the Class)

Peter W. Herzog III
Thomas J. Palazzolo
Wheeler Trigg O'Donnell LLP
211 N. Broadway, Suite 2825
St. Louis, MO 63102-2723

James F. Bennett
Elizabeth C. Carver
Dowd Bennett LLP
7676 Forsyth Blvd., Suite 1900
Clayton, MO 63105

(on behalf of SFB Defendants)

James M. Brodzik
Hinshaw & Culbertson LLP
521 West Main Street, Suite 300
Belleville, IL 62220

David A. Grassi, Jr.
Frost Echols LLC
P.O. Box 12645
Rock Hill, SC 29731

(on behalf of Afni)

OR

By email to an email address to be established by the Settlement Administrator.

10.4. **Requirements for Notice of Objection.** 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) of the 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 on by the objector 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 use 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 "*Afni, Inc. v. Martinez*, Case No. 23SL-AC00070-01;" 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 Class Member who does not make his or her objection in the manner provided shall be considered 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 the Agreement. The agreed-upon procedures and requirements for filing objections should ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Agreement, in accordance with the Class Members' due process rights. The Preliminary Approval Order and Long-Form Notice shall require all Class Members who have any objections to serve by mail or hand delivery such objection upon Class Counsel and Counterclaim Defendants' Counsel at the addresses in the Long-Form Notice, or by email to the Settlement Administrator at an email address to be established by the Settlement Administrator and included in the Long-Form Notice, no later than the objection date set by the Court. If the objecting Class Member opts to serve the objection upon Class Counsel

and Counterclaim Defendants' 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.

11. Final Approval Order and Final Judgment

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

11.2. **Final Judgment.** Class Representative, Class Counsel, and Counterclaim Defendants agree they will request the Court to enter a Final Judgment consistent with Paragraph 2.14 and noting the Court's decision to reserve continuing jurisdiction over the enforcement of the Agreement and the administrator and distribution of the Cash Fund.

11.3. **Final Accounting.** The Settlement Administrator, assisted by Class Counsel, shall file a final accounting with the Court within one year 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, Parties shall provide such information within 10 business days after such request or within the timeframe ordered by the Court.

12. Certifications to the Court

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

12.2. **Affidavit about Undeliverable Notices.** By the Final Hearing Date, the Settlement Administrator shall file with the Court an affidavit verifying it has followed the procedures described in this Agreement regarding all Class Mail Notices returned as undeliverable.

13. Effectiveness of Settlement Agreement

The “Effective Date” of the Agreement shall be the date when each of these conditions have occurred:

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

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

13.3. The Final Approval Order and the Final Judgment entered have become final for appeal because of (i) the expiration of the time for appeals therefrom with no appeal having been taken or, (ii) if review of the order, or any part of it, 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.

13.4. If any material part of the Agreement, the Final Approval Order, or the Final Judgment is vacated or otherwise changed on appeal, any Party may, within seven business days after such appellate ruling, declare that the Agreement has not become effective and in such circumstances the Agreement shall cease to be of any force and effect as provided in Paragraph 14.

13.5. Once all obligations of Counterclaim Defendants have been completed as required by the Agreement, Class Counsel shall file a Satisfaction of Judgment in this case within 10 business days after Counterclaim Defendants has filed an affidavit of compliance with the Court affirming all obligations of Counterclaim Defendants and have been completed as required by the Agreement.

14. Failure of Condition

If the Agreement is not approved by the Court or otherwise fails to become effective, the Agreement and any actions taken in connection therewith, including orders, judgment, and dismissal to be entered under the Agreement, shall be null and void or otherwise vacated, and Parties will be returned to the status quo as if the Agreement had never been entered. In addition, neither the Agreement, 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 with any further proceedings in the Litigation or any related action. In such case, or if the Agreement terminates or the settlement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of all Parties, and

evidence relating to the Agreement and all negotiations shall not be admissible or discoverable.

15. Qualified Settlement Fund

15.1. **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).

15.2. **EIN.** Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF using Internal Revenue Service Form SS-4 and under Treasury Regulation §1.468B-2(k)(4).

15.3. **Relation-Back Election.** If requested by either Counterclaim Defendants or the Settlement Administrator, the Settlement Administrator and Counterclaim Defendants 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.

15.4. **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).

16. General Provisions

16.1. **Best Efforts to Effectuate Settlement.** The Parties’ counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement promptly, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and to obtain Final Approval of this Agreement.

16.2. **Entire Agreement.** This Agreement is the full, complete, and entire understanding, agreement, and arrangement between the Class Representative and the Class Members and Counterclaim Defendants regarding the Settlement and the Released Claims against the Released Persons. The Agreement supersedes all past oral or written understandings, agreements, and arrangements between the Parties regarding the Settlement and the Released Claims against the Released Persons. Except for those set forth expressly in the Agreement, there are no agreements, covenants, promises, representations or arrangements between Parties regarding the Settlement and/or the Released Claims against the Released Persons.

16.3. **Modification in Writing.** This Agreement may be altered, amended, modified or waived only in a writing signed by all Parties, and approved by Court, if necessary. The Agreement may not be amended, altered, modified or waived orally.

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

16.5. **Duplicate Originals/Execution in Counterparts.** All Parties, Class Counsel and Counterclaim Defendants' Counsel shall sign two copies of the Agreement, and each such copy shall be an original. The Agreement may be signed in one or more counterparts. All executed copies of the Settlement 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.

16.6. **No Reliance.** Each Party to the Agreement warrants 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 the Agreement.

16.7. **Governing Law.** The Agreement shall be interpreted, construed, enforced, and administered under Missouri law, without regard to conflict of laws rules. The Agreement shall be enforced in the St. Louis County Missouri Circuit Court. Class Representative, the Class Members, and Counterclaim Defendants 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 St. Louis 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.

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

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

16.10. **Mutual Preparation.** The 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 the Agreement.

16.11. **Gender Neutrality.** All personal pronouns used in the 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.

16.12. **Taxes.** All Class Members are responsible for any tax obligations or consequences that might arise from this Agreement, including any federal, state and local income taxes that may be due on any payments made to them and any other benefits they receive under the Agreement, including benefits related to the Deficiency Balance Adjustments. All Class Members further agree to indemnify and hold Counterclaim Defendants harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, attorneys' fees, or recoveries by any governmental entity against Counterclaim Defendants for any failure by any Class Member to pay taxes due, if any. Under no circumstances shall Counterclaim Defendants have any liability for taxes or tax expenses under this Agreement.

16.13. **Authority.** Each Party to the Agreement represents, covenants and warrants that (a) they have the full authority to enter into and consummate all transactions contemplated by the Agreement and have duly allowed the execution, delivery and performance of the Agreement and (b) the person executing the Agreement has the full right and authority to enter into the Agreement on behalf of the party for whom he/she has executed the Agreement, and the full right and authority to execute all necessary instruments, and to fully bind such party to the terms and obligations of the Agreement.

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

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

16.16. **Miscellaneous.** The terms and amount of the Settlement 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 Class Members only in the Class Notice as approved by all parties and the Court.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused the Agreement to be executed as of February _____, 2026.

Dated: February 3, 2026

Thuy Martinez



Thuy Martinez, for herself and the Class Members

SFB Defendants

Dated: February 3.00, 2026

EMVI P LLC

Signed by: Justin Tipsord
77FD29D2F3C24DF...

Name: Justin Tipsord

Title: President

Dated: February 3.00, 2026

EMVI P LLC

Signed by: Justin Tipsord
77FD29D2F3C24DF...

Name: Justin Tipsord

Title: Chief Executive Officer and President

Dated: February 3.00, 2026

Twenty-One Eighty-Five, LLC.,

by **EMVI P LLC** as its successor in interest

Signed by: Justin Tipsord
77FD29D2F3C24DF...

Name: Justin Tipsord

Title: President

Dated: February 3.00, 2026

State Farm Bank, F.S.B.,

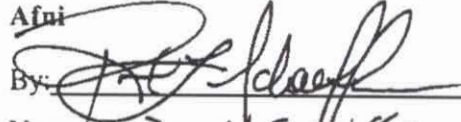
by **State Farm Mutual Automobile Insurance**

Company as its successor in interest

Signed by: Mark Schwamberger
82108D7115A944C...

Name: Mark Schwamberger
Title: SVP, Treasurer, and CFO

Dated: February 4, 2026

Afni
By: 
Name: Rex L. Schaeffer
Title: VP Legal & Chief Compliance Officer

Class Counsel

Dated: February _____, 2026

By: _____
Name: _____

SFB Defendants' Counsel

Dated: February _____, 2026

By: _____
Name: Peter W. Herzog III

Afni's Counsel

Dated: February 4, 2026

By: 
Name: David Grassi

Name: Mark Schwamberger

Title: SVP, Treasurer, and CFO

Afni

Dated: February _____, 2026

By: _____

Name: _____

Title: _____

Class Counsel

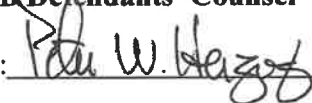
Dated: February _____, 2026

By:  _____

Name: Jesse B. Rochman

SFB Defendants' Counsel

Dated: February 3, 2026

By:  _____

Name: Peter W. Herzog III

Afni's Counsel

Dated: February _____, 2026

By: _____

Name: _____

EXHIBITS AND SCHEDULES

Exhibit A – Class Mail Notice

Exhibit B – Long Form Mail Notice