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

JEFFREY BRADBY, *et al.*, *on behalf of themselves and all individuals similarly situated*,	)	
Plaintiffs,	)	
v.	)	Civil Action No. 3:26-cv-00633-RCY-MRC
VIVUS SERVICING, *et al.*,	)	
Defendants.	)	

MEMORANDUM IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs, *on behalf of themselves and all individuals similarly situated* ("Plaintiffs"), submit this Memorandum in Support of their Motion for Preliminary Approval of Class Action Settlement.

INTRODUCTION

In December 2024, the United States District Court for the Western District of Virginia granted final approval to a class action settlement to resolve consumer lending claims arising from loans originated by various online lending entities purportedly owned by the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Native American tribe (the "Tribe" or "LDF"). *See Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dec. 17, 2024, Final Approval Order (Moon, J.). That class settlement included: (1) the cancellation of approximately $1,400,000,000.00 ($1.4 billion) in outstanding online consumer loans; and (2) the creation of a $37,350,000.00 ($37.35 million) common fund to be distributed to certain of those consumers who had remitted payments on their loans that were alleged to be unlawful. Although the largest of its kind in this industry, Plaintiffs alleged that this prior settlement did not resolve or release all claims arising from loans originated by the LDF tribal entities. Instead, Plaintiffs and their counsel have continued to seek additional relief through separate litigation against others believed to be involved in the alleged tribal lending process.

The basic allegation against the Settling Defendants[1] is that they participated in the origination, underwriting, funding, and/or collection of illegal tribal loans. After discovering the identities of the other alleged participants in *Fitzgerald*, Plaintiffs filed a case in January 2025 against the Settling Defendants and others who are not part of the settlement. *See Bradby v. Koetting*, No. 3:25-cv-026-RCY (E.D. Va.). Each Defendant named in the initial *Bradby* litigation—whether settling or non-settling—has vigorously defended against and denied Plaintiffs' claims, including by filing or preparing to file various responsive motions to dismiss or

[1] Unless a different and express definition is provided, all capitalized terms herein should be construed in accordance with the definitions assigned in the Stipulation and Agreement of Settlement that is the subject of this Preliminary Approval Motion.

to otherwise compel arbitration that raised voluminous and complex legal challenges. *See, e.g.*, *Bradby*, ECF Nos. 61, 63, 65, 68, 71, 73, 75, 77, 79, 81, 83, 146.

During the pendency of this initial pleading and responsive motions stage, the parties to this now-severed case attended multiple settlement conferences with United States Magistrate Judge Mark R. Colombell. Through these in-person and remote settlement conferences, as well as countless additional communications, the parties in this severed case have entered into a Stipulation and Agreement of Settlement (the "Settlement Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**. The proposed Settlement affords substantial relief to class members, including the creation of a common fund in the amount of $16,500,000.00 ($16.5 million) to be distributed to consumers who repaid amounts alleged to violate applicable state lending laws, as well as injunctive relief in the form of the Defendants' agreement not to support any of the tribal lending entities (the "TLEs") or any related third-party debt collection activities for the tribal loans for a period of at least three (3) years.

The substantial relief created by the Settlement further builds on the relief approved by the United States District Court for the Western District of Virginia in *Fitzgerald* and uses the same class definition from that prior settlement. The Settlement Agreement also largely tracks the language from settlements that courts have uniformly approved in previous tribal lending cases like this one. *See, e.g., Turner v. ZestFinance, Inc.*, No. 3:19-cv-293, Final Approval Order at Dkt. 114 (E.D. Va. July 9, 2020) (granting final approval of a class settlement providing $170 million in debt cancellation and a common fund of $18.5 million); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, Final Approval Order at Dkt. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of a class settlement providing $380 million in debt cancellation and a common fund of $53 million); *Galloway v. Williams*, No. 3:19-cv-470, Final Approval Order at Dkt. 115 (E.D. Va. Dec. 18,

2020) (granting final approval of a class settlement providing $100 million in debt cancellation and a common fund of $8.7 million); *Gibbs v. TCV, V, LLP*, No. 3:19-cv-00789, Final Approval Order at Dkt. 95 (E.D. Va. Mar. 29, 2021) (granting final approval of a class settlement providing $383 million in debt cancellation and a common fund of $50 million); *Hengle v. Asner,* No. 3:19-cv-250, Final Approval Order at Dkt. 230 (E.D. Va. Oct. 25, 2022) (granting final approval of a class settlement providing $450 million in debt cancellation and a common fund of $39 million). And critically, the proposed Settlement here does not release the Plaintiffs' claims against the other alleged defendants named in the initial *Bradby* case, from whom Plaintiffs will continue to pursue further recoveries for the benefit of the class. *See, e.g.*, Exhibit A at § 2.25.[2]

Under Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs now seek preliminary approval of this proposed class action Settlement. More specifically, and for the reasons set forth herein, the Plaintiffs request that the Court certify the proposed Settlement Class and preliminarily approve the proposed Settlement, including the proposed form and means of class notice, as fair, reasonable, and adequate, by entering the proposed Order of Preliminary Approval of Class Action Settlement submitted herewith.[3] If this Preliminary Approval Motion is granted, then prior to the Court's Final Fairness Hearing, the Plaintiffs will submit a final motion supporting the fairness of the proposed class action Settlement after Settlement Class Members have received notice providing them an opportunity to object or opt-out.

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[2] In particular, the Settlement Agreement does not resolve the claims against Dan Koetting, Jairo Perez, GDA Consulting Group, LLC, Benchmark Consulting and Management, LLC, Envision Management, LLC, KP Investment Group, LLC, Mark Koetting, Russell Myrick, MRC Consulting, LLC, PG2, LLC, Jesus Diaz, Oscar Rodriguez, Unified Analytics, LLC, and National Techmark, Inc. (hereafter, the "Nonsettling Defendants").

[3] As a material component of the Settlement, the parties agreed to the form and substance of the proposed Preliminary Approval Order accompanying this Motion. *See* Exhibit A, Ex. 2.

KEY SETTLEMENT TERMS

A. Class Definition

Under the Settlement Agreement, the parties agreed to resolve the claims of a nationwide class ("Settlement Class") defined to include:

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

Ex. A § 3.2 "LDF Tribal Corporation," in turn, is defined as L.D.F. Business Development Corporation, LDF Holdings, LLC, and their subsidiaries, which are Niiwin d/b/a Lendgreen, Niswi d/b/a LendUMo, Ziibi d/b/a Zfunds, Makwa d/b/a Makwa Financial, Niizh d/b/a Brightstar Cash, Midaaswi d/b/a National Small Loan, Naanan d/b/a Bear Claw Lending, Ningodwaaswi d/b/a Sky Trail Cash, Niizhwaaswi d/b/a Loan at Last, Zhaangaswi d/b/a Nine Torches, Biboon d/b/a Bridge Lending Solutions, Giizis d/b/a Lakeshore Loans, Nigig d/b/a UbiCash, Niibin d/b/a Cash Aisle, Mitig d/b/a MitigCapital, Anong d/b/a Avail Blue, Opichi d/b/a Evergreen Services, Zagime d/b/a Blue River Lending, Waawaatesi d/b/a Quick Help Loans (Greenline), and Ishwaaswi d/b/a Radiant Cash. *Id.* § 2.20. The subsidiaries were the companies that contracted directly with consumers, including each of the Plaintiffs.

The class definition covers all of the tribal lending entities owned by the LDF during the class period and mirrors the class definition from *Fitzgerald*, where the class was defined as: "All consumers residing within the United States who executed loan agreements with any LDF Tribal Corporation between July 24, 2016 and October 1, 2023." *See Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dec. 17, 2024 Final Approval Order, ECF 201 at ¶ 3. The class definition also mirrors other class definitions approved in similar cases. *See, e.g.*, *Galloway v. Williams* (*Galloway III*), No. 3:19-cv-470-REP, 2020 WL 7482191, at *2 (E.D. Va. Dec. 18, 2020) (granting final approval of settlement class defined as "[a]ll consumers residing within the United

States or its territories who executed loan agreements with Red Rock Tribal Lending, LLC or Big Picture Loans, LLC (including loans assigned to Big Picture Loans, LLC) from June 22, 2013 to December 20, 2019," subject to certain exclusions such as plaintiffs' attorneys or any judge working on the case); *Hengle v. Asner,* No. 3:19-cv-250-DJN, Dkt. 230 (E.D. Va. Oct. 25, 2022) (granting final approval where class was defined as "[a]ll consumers residing in the United States who executed loans agreements with: (1) Golden Valley Lending, Inc., Silver Cloud Financial Inc., Majestic Lake Financial Inc., or prior to February 1, 2021, Mountain Summit Financial, Inc.").

Based on the prior *Fitzgerald* settlement and loan-level data assembled therewith, there are 1,487,971 members in the Settlement Class. *See* Exhibit B, ALCS Declaration (final approval declaration from *Fitzgerald*, which provides the number of class members).

B. The Settlement Provides Significant and Meaningful Relief to Borrowers.

The Settlement provides significant consideration to Settlement Class Members, primarily in the form of cash payments and injunctive relief. As for the cash payments, the proposed Settlement will result in the creation of a Fund totaling $16,500,000.00 ($16.5 million), which will be distributed to borrowers who repaid more than the principal balance of their loans. Ex. A § 2.14. As outlined in the Settlement Agreement and as has been approved by several courts in similar cases,[4] the payments will be allocated using a tiered formula after deducting the service awards, attorneys' fees, and costs approved by this Court:

[4] This tiered formula—which accounts for the differing remedies available to borrowers in each respective state—has been approved by multiple courts in other tribal lending cases. *Gibbs v. TCV, V, LLP*, No. 3:19-cv-00789, Dkt. 95 (E.D. Va. Mar. 29, 2021); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, *Gibbs v. Stinson*, Case No. 3:18-cv-676, Dkt. 141 (E.D. Va. Aug. 16, 2022); *Turner v. Zest Finance, Inc.*, Case No. 3:19-cv-00293, Dkt. 114 (E.D. Va. July 9, 2020); *Hengle v. Asner*, No. 3:19-cv-250-DJN, Dkt. 230 (E.D. Va. Oct. 25, 2022); *Blackburn v. A.C. Israel Enterprises*, Case No. 3:22-cv-146, Dkt. 228 (E.D. Va. Mar. 2, 2024); *Galloway v. Martorello*, 3:19-cv-00314, Dkt. 662 (E.D. Va. June 4, 2024).

> Tier 1: The dollar amount of all payments made by each Settlement Class Member if the original principal amount of their loan was repaid and if the Settlement Class Member resided in Arizona, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, South Dakota, Vermont, and Virginia, at the time the Settlement Class Member took out the loan.
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> Tier 2: The dollar amount of payments made above the legal interest limits in that respective state if the original principal amount of their loan was repaid and if the Settlement Class Member resided in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Washington, Washington D.C., or Wyoming at the time the Settlement Class Member took out the loan.
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> Tier 3: Settlement Class Members in Nevada and Utah will not receive cash payments.

Id. § 3.3(b)(iii).[5] Settlement Class Members in Tier 1 or Tier 2 who repaid more than the principal amount borrowed will receive a cash award based on a pro rata calculation rounded down to the nearest cent. *Id.* § 3.3(b)(iv)(1). In the event any Settlement Class Member took out more than one loan during the class period, his or her claim amount will be calculated by determining the claim amount for each loan and adding them together. *Id.* § 3.3(b)(iii).

As to the injunctive relief, the Settling Defendants have agreed "not to knowingly provide any capital, services, or other affirmative assistance to any of the LDF Tribal Corporations, as well as any of their known successors in interest, for a period of three (3) years following the Effective Date," and not to knowingly "assist in the collection of any loans made by any of the LDF Tribal Corporations within the class period, including any attempted collections by third parties of loans made by any of the LDF Tribal Corporations within the class period." *Id.* § 3.3(c)(i). This relief ensures that none of the Settling Defendants will attempt to engage in any ongoing collections efforts with respect to any of the Settlement Class Members' subject loans.

[5] Arkansas, New York, West Virginia, and Wisconsin are not included in the list because none of the LDF Tribal Lending Entities ever made loans in these states.

The relief provided by the Settlement is significant. Those with actual damages will be entitled to receive a cash payment, and the Settlement Class as a whole benefits from the injunctive relief. Importantly, Settlement Class Members will receive all the foregoing consideration without needing to submit a claim form, prove any harm, or take any other affirmative action unless they did not cash their previous settlement check in the *Fitzgerald* litigation, in which case those Settlement Class Members must "affirmatively submit a request through an online portal to be created by the Settlement Administrator and made accessible through the settlement website, or in a separate writing submitted to the Settlement Administrator as part of the notice and approval process." *Id.* § 3.3(b)(iv)(2). This nominal step will ensure that the Fund is not needlessly depleted to print and mail physical payments to Settlement Class Members who have previously failed to cash their checks unless it is confirmed that they intend to do so this time.

C. Class Action Fairness Notice

Settling Defendants—with the assistance of the Settlement Administrator—will provide notice of the proposed Settlement under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). Ex. A § 5.3(d). To account for the deadlines under governing law, Plaintiffs request that the Court schedule the Final Fairness Hearing to occur at least 90 days after the CAFA Notice is mailed and at least 120 days following its entry of the Preliminary Approval Order.

D. Attorneys' Fees, Costs, and Service Awards.

Class Counsel will apply for attorneys' fees and costs in an amount to be approved by the Court, but not to exceed one-third (*i.e.*, $5,500,000) of the total monetary consideration comprising the Settlement Fund (*i.e.*, $16,500,000). Ex. A § 3.5. The Settlement "is not conditioned upon the District Court's approval of the attorneys' fees and costs sought by Plaintiffs." *Id.* Plaintiffs will also apply for service awards of $10,000 each for their role as class representatives to compensate

them for their efforts in prosecuting this case and obtaining the excellent result for Settlement Class Members. Like attorneys' fees, the Settlement "is not conditioned upon the District Court's approval of the service awards sought by Plaintiffs." *Id.* § 3.4.

E. Notices and Exclusions.

Delivery of the Class notice will occur by means of email to verified email addresses or U.S Mail to each Settlement Class Member. If approved by the Court, the selected Settlement Administrator, American Legal Claims Services,[6] will first email direct notice to Settlement Class Members at the most recent email address on file with the Administrator or as otherwise shown in the LDF Tribal Lending Entities' electronic records, as maintained in the ordinary course of business, for each subject Class Member loan. *Id.* § 5.3(a). If email notice results in a bounce-back email, then the Administrator will send an additional direct notice to those relevant Settlement Class Members via first class mail. *Id.* § 5.3(b). Prior to mailing, the Settlement Administrator will run mailing addresses once through the National Change of Address (NCOA) system or any other postal address verification database that the Administrator deems proper. *Id.* Returned direct notices will be remailed if they are returned within twenty days of the postmark date and contain a forwarding address. *Id.* Additionally, the Settlement Administrator will create and update a website on which pertinent information related to this Settlement will be made available to Settlement Class Members, including the Class Action Complaint filed in this severed Action; the Settlement Agreement; any motions and memoranda seeking approval of the proposed class action

[6] American Legal Claims Services was the approved administrator for the *Fitzgerald* settlement. It has also successfully administered similar class settlements such as in *Galloway* and *Hengle*. *See Galloway III*, 2020 WL 7482191 at *3; *Hengle*, No. 3:19-cv-250, Dkt. 209.

Settlement, approval of attorneys' fees and costs, or approval of service awards; and any orders of this Court relating to the proposed class action Settlement. *Id.*

A Settlement Class Member who wants to be excluded from the Class must advise the Administrator in writing, and his or her opt-out request must be postmarked no later than the opt-out deadline. *Id.* § 7.2. Each opt-out request must contain the Settlement Class Member's full name, address, and telephone number; and the Settlement Class Member must sign the request and include a statement that he or she wishes to be excluded from the Settlement. *Id.* Requests for exclusion that do not comply with any of the foregoing requirements will be deemed invalid. *Id.*

ARGUMENT

A. Class Certification Standard

Courts in the Fourth Circuit favor resolution of litigation before trial. *See, e.g.*, *S.C. Nat'l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) ("The voluntary resolution of litigation through settlement is strongly favored by the courts.") (citing *Williams v. First Nat'l Bank*, 216 U.S. 582 (1910)). Settlement spares the litigants the uncertainty, delay, and expense of a trial and appeals while reducing the burden on judicial resources. As the court observed in *Stone*:

> In the class action context in particular, there is an overriding public interest in favor of settlement. Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strains such litigation imposes upon already scarce judicial resources.

749 F. Supp. at 1423 (citation omitted). Rule 23 permits courts to preliminarily certify a class to carry out a settlement of the case. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 793–94 (3d Cir. 1995) (collecting cases). A court may grant preliminary approval of a class action where the proposed class satisfies the four prerequisites of Rule 23(a) (*i.e.*, numerosity, commonality, typicality, and adequacy of representation), as well as one of the three subsections of Rule 23(b). *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,

613 (1997). If the Court determines that a settlement class should be certified, it then should follow a three-step process before granting final approval of a proposed settlement. *Levell v. Monsanto Rsch. Corp.*, 191 F.R.D. 543 (S.D. Ohio 2000).

First, the Court should preliminarily approve the proposed settlement. *Id.* at 547. Second, class members must be given notice of the proposed settlement. *Id.* Third, a final fairness hearing must be held, after which the Court should decide whether the proposed settlement is fair, adequate, and reasonable to the class as a whole, and consistent with the public interest. *Id.* This protects the class members' procedural due process rights and enables the Court to fulfill its role as the guardian of the class's interests. *Id.* Approval of a class action settlement is committed to the "sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances." *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001). Additionally, "there is a strong initial presumption that the compromise is fair and reasonable." *Id.*

Rule 23 governs the certification of class actions. In considering a settlement at the preliminary approval stage, the first question for the Court is whether a proposed settlement class satisfies Rule 23's requirements and, thus, may be conditionally certified for settlement purposes. Under Rule 23(a), one or more members of a class may sue as representative parties on behalf of the class if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the class's interests. Fed. R. Civ. P. 23(a).

Here, the Plaintiffs have negotiated the proposed Settlement on behalf of the Settlement Class, which they request be preliminarily certified for purposes of effectuating the Settlement only.

B. The Settlement Class Meets the Certification Elements

i. The Settlement Class satisfies Rule 23(a)

1. Numerosity

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." There is no set minimum number of potential class members that fulfills the numerosity requirement. *See Holsey v. Armour & Co.*, 743 F.2d 199, 217 (4th Cir. 1984). But where the class numbers 25 or more, joinder is usually impracticable. *See Cypress v. Newport News Gen. & Nonsectarian Hosp. Ass'n*, 375 F.2d 648, 653 (4th Cir. 1967) (holding 18 class members sufficient).

The numerosity requirement is easily met here. As detailed above, it is estimated that there are approximately 1,487,971 separate persons comprising the Settlement Class, including the named Plaintiffs. *See* Exhibit B, ALCS Declaration (final approval declaration from *Fitzgerald*, which provides the number of class members). Joinder of this many individuals is neither possible nor practical, so the first prong of the certification test has been met. *See Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 425 (4th Cir. 2003). Indeed, courts have found joinder impracticable based on smaller (albeit still numerous) class sizes in other tribal lending cases. *See, e.g.*, *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 58 (E.D. Va. 2021) ("Here, the numerosity requirement is easily met; the putative class consists of at least 12,530 individuals. Joinder of over 12,000 individuals would undoubtedly be impracticable." (citation omitted)), *aff'd sub nom. Williams v. Martorello*, 59 F.4th 68 (4th Cir. 2023); *Gibbs v. Stinson*, 2021 WL 4812451, at *13 (E.D. Va. Oct. 14, 2021) (finding that "43,598 consumers" who received tribal loans was sufficiently

numerous); *Hengle*, No. 3:19-cv-250, Dkt. 209 (finding that 555,000 class members satisfied numerosity requirement).

2. Commonality

Rule 23(a)(2) requires that the court find that "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). "Commonality is satisfied where there is one question of law or fact common to the class," the determination of which "will resolve an issue that is central to the validity of each one of the claims in one stroke." *Jeffreys v. Commc'ns Workers of Am., AFL-CIO*, 212 F.R.D. 320, 322 (E.D. Va. 2003). The standard is a liberal one that "will not be defeated solely because of some factual variances in individual grievances [among class members]." *Id.* at 322; *Mitchell-Tracey v. United Gen. Title Ins. Co.*, 237 F.R.D. 551, 557 (D. Md. 2006) (finding that factual differences among class members will not necessarily preclude certification "if the class members share the same legal theory").

Here, by definition, the Settlement Class Members share multiple questions of law and fact. It is alleged that each of the Settlement Class Members received an unlawful online Tribal loan, and that with the Defendants' direct participation and support, were each charged usurious interest rates on their respective consumer loans in violation of federal and state lending law. The alleged practices at issue for each Class Member's claims are identical. The theories of liability as to the Settlement Class Members therefore arise from the same practices and present basic questions of law and fact common to all members of the Settlement Class.

And as with numerosity, courts have repeatedly found that there are common questions of law and facts in similar usurious lending cases, including the related *Fitzgerald* case. *See Fitzgerald*, Case No. 3:20-cv-00044 (W.D. Va.), Aug. 1, 2024 Preliminary Approval Order, ECF 201 at ¶ 4(b) (finding "there are questions of law and fact common to Settlement Class Members");

see also Williams, 339 F.R.D. at 58 ("The proposed class members' claims are all based on the same tribal lending scheme, and in particular, on 'the same conduct, practice, and procedure on the part of [the participant].'"); *Gibbs*, 2021 WL 4812451, at *13 (finding "Defendants' ownership and involvement in developing a lending scheme" raised "at least eight common questions of law that can be evaluated with common proof," such as whether the interest rates violated the law, whether the choice-of-law provisions were enforceable, and whether participants constituted an enterprise); *Brice v. Haynes Invs., LLC*, 2021 WL 1916466, at *5 (N.D. Cal. Apr. 23, 2021) (explaining that "whether or not these defendants may be liable for particular violations – given their knowledge of and involvement in the Tribal Lending Schemes, how they were compensated or otherwise benefitted, and any agency defense or RICO proximate cause defense – are issues common to the class and more appropriately tested on summary judgment."); *MacDonald v. Cashcall, Inc.*, 333 F.R.D. 331, 343 (D.N.J. 2019) (same).

3. Typicality

A class representative's claims or defenses must be "typical" of the claims or defenses of the class. Fed. R. Civ. P. 23(a)(3). The Fourth Circuit has described the typicality requirement as "the heart of a representative [party's] ability to represent a class." *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006). Typicality demands "a class representative must be part of the class and possess the same interest and suffer the same injury as the class members." *Id.*; *accord Soutter v. Equifax Info. Servs., LLC*, 498 F. App'x 260, 264 (4th Cir. 2012). A plaintiff's interest in prosecuting her case must advance the interests of the class. *Soutter*, 498 F. App'x at 264.

Nonetheless, typicality does not require that a class representative's claims be perfectly identical to each class member's claims. *See, e.g.*, *Broussard v. Meineke Disc. Muffler Shops, Inc.*, 155 F.3d 331, 337 (4th Cir. 1998); *Deiter*, 436 F.3d at 467; *Soutter*, 498 F. App'x at 265; *In re*

Mills Corp. Sec. Litig., 257 F.R.D. 101, 105 (E.D. Va. 2009). Rather, "the interests of the party representing a class must be substantially similar to those of the unrepresented parties." *Id.*; *see also In re BearingPoint, Inc. Sec. Litig.*, 232 F.R.D. 534, 538 (E.D. Va. 2006). Thus, "the mere existence of individualized factual questions with respect to the class representative's claim will not bar class certification." *In re BearingPoint,* 232 F.R.D. at 538 (quoting *Gary Plastic Packaging Corp. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 903 F.2d 176, 178 (2d Cir. 1990)). As the Fourth Circuit has explained:

> To determine if [the plaintiff] has shown typicality, we compare her claims and [the opposing party's] defenses to her claims with those of purported class members by reviewing the elements of [the plaintiff's] prima facie case and the fact supporting those elements and examining "the extent" to which those facts "would also prove the claims of the absent class members."

Soutter, 498 F. App'x at 265.

Here, Plaintiffs' and the Settlement Class Members' claims arise from the same course of events, and each of them would have advanced the same legal arguments and evidence to establish liability. Plaintiffs' claims are typical of all class members because they are premised on allegations that the same uniform loan agreements and operational practices were used to collect interest and fees in excess of the amounts permitted by state law pursuant to the same tribal lending model. The Settling Defendants disagree. Nonetheless, in this respect, Plaintiffs and the Settlement Class Members are all in the same boat as recipients of a common pool of loans originated by an LDF Tribal Corporation; while the principal balance and repayment history of each subject loan may differ from one Class Member loan to another, those differences are relevant to damages only, which itself is readily calculable for each Class Member using the Tribe's loan-level data. As one court has explained in a comparable case:

> Plaintiffs have shown that their claims are legally identical to those of the class, as they obtained loans from Western Sky at allegedly usurious interest rates, under

> loan agreements purporting to be governed exclusively by [tribal] law. These are precisely the theories and claims under which each class seeks to recover.

MacDonald, 333 F.R.D. at 343.

Plaintiffs' claims all arise from common practices related to the LDF lending portfolio. As discussed in the previous section, these claims implicate the same typical questions of law and fact that were raised (and resolved) on behalf of the Settlement Class Members in *Fitzgerald*, where the Court found that this element of Rule 23 was satisfied. *Fitzgerald*, Case No. 3:20-cv-00044, Aug. 1, 2024, Preliminary Approval Order, ECF 201 at ¶ 4(c) (finding "Plaintiffs' claims are typical of the claims of the Settlement Class Members."). And in similar tribal lending cases, courts have likewise found the same. *See, e.g.*, *Williams*, 339 F.R.D. at 59 (explaining, in a tribal lending case, that "the proposed class representatives suffered the same injury and have the same basic legal claims as those of the proposed class members. The only difference across class members would be the actual damages they are asserting which will not preclude a finding of typicality."); *Gibbs*, 2021 WL 4812451 at *15 ("The only loan term that matters with respect to the claims of each class member, including those of each Named Plaintiff, is whether the interest rate exceeds the relevant thresholds: 12% interest per year for claims under Virginia usury laws and 24% interest per year for claims under RICO. Because the loan agreements originated by all three tribal lending entities exceeded those thresholds, any differences in the terms of these agreements would be immaterial and, as a result, would not destroy typicality[.]" (citations omitted)); *Brice*, 2021 WL 1916466, at *6 ("Regarding differences in the terms of the Plain Green and Great Plains loans, defendants identify no differences that are *material* between the loan documents that would create atypicality given the claims asserted." (emphasis supplied)).

4. Adequacy

"Finally, under Rule 23(a)(4), the class representatives must adequately represent the interests of the class members, and legal counsel must be competent to litigate for the interests of the class." *Jeffreys*, 212 F.R.D. at 323. "Basic due process requires that the named plaintiffs possess undivided loyalties to absent class members." *Fisher*, 217 F.R.D. at 212 (citing *Broussard v. Meineke Disc. Muffler Shops*, 155 F.3d 331, 338 (4th Cir. 1998)).

The adequacy of representation requirement is met here. Plaintiffs have no antagonistic or conflicting interests with the Settlement Class Members. Both Plaintiffs and the Settlement Class Members seek monetary and injunctive relief for the Settling Defendants' allegedly unlawful actions. Considering the similarities of their claims, there is no potential for conflicting interests in this action. *Williams*, 339 F.R.D. at 59 ("As noted under the analysis of the commonality and typicality factors, Plaintiffs' interests are in line with those of the broader classes."); *Gibbs*, 2021 WL 4812451 at *16 ("Plaintiffs have no interests antagonistic to the class's interests. Named Plaintiffs and the class share the identical interest of establishing Defendants' liability based on the same questions of law and fact. Defendants do not contend otherwise, and the record demonstrates no conflicts of interest."). Plaintiffs have also been active in this litigation, including the preparation of a Complaint and by staying abreast of numerous motions, as well as settlement efforts. Exhibit C, Decl. of K. Kelly ("Kelly Decl.") ¶ 20.

Plaintiffs' attorneys are also able to provide more than adequate representation for the Settlement Class. Indeed, they have been approved as class counsel in almost a dozen tribal lending cases while being recognized for their expertise in this niche area of law specifically. *See, e.g.*, *Williams*, 339 F.R.D. at 59 ("Proposed Class Counsel have extensive experience with class actions, consumer financial protection law, and tribal lending operations[.]"); *Galloway III*, 2020 WL

7482191, at *8 (same); *Gibbs v. TCV, V, LLP*, No. 3:19-cv-00789, Dkt. 95 (E.D. Va. Mar. 29, 2021); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, Dkt. 141; *Gibbs v. Stinson*, Case No. 3:18-cv-676 (E.D. Va. Aug. 16, 2022); *Turner v. Zest Finance, Inc.*, Case No. 3:19-cv-00293 (E.D. Va.), Dkt. 114; *Hengle*, No. 3:19-cv-250-DJN, Dkt. 230 (E.D. Va.); *Blackburn v. A.C. Israel Enterprises*, Case No. 3:22-cv-146, Dkt. 228 (E.D. Va. Mar. 2, 2024).

Plaintiffs' counsel has not only been approved to adequately represent the interests of the class in these other cases, but they have also been expressly called out and commended for their work. For example, when approving a similar class settlement, Judge Lauck commented:

> The representation by class counsel is certainly adequate. I don't want to belabor the issue at the expense of folks, one, getting tired of hearing me, but, two, also maybe feeling a little too good about themselves. But it is the case that the track record here and the success of litigating complex cases, and specifically in tribal payday lenders, is, I think, as high as it gets in this country.

Gibbs v. TCV V, L.P., 3:19-cv-789, Fairness Hr'g Tr. at 139:10-17 (E.D. Va. Mar. 25, 2021). Similarly, when recently approving a settlement in the *Blackburn* matter, Judge Novak noted:

> Plaintiffs and lead counsel have adequately represented the class. Actually, they've done it in an exceptional manner considering where we started in *Hengle* and now we're here. I don't think I can overstate that.

Blackburn v. A.C. Israel Enterprises, 3:22-cv-146, Fairness Hr'g Tr. at 6:18-21 (E.D. Va. Oct. 30, 2023).[7] Accordingly, the adequacy requirement of Rule 23 is also satisfied.

ii. The Settlement Class satisfies the predominance requirement of Rule 23(b)(3).

This proposed "opt-out" Settlement also satisfies the requirements of Rule 23(b)(3). An action may be maintained as a class action if the four Rule 23(a) elements described above are

[7] Beyond tribal lending cases, Plaintiffs' counsel has also been approved in dozens of other consumer-protection and complex class actions, typically as lead or co-lead counsel. *See, e.g.*, *Clark v. Trans Union, LLC*, No. 3:15-cv-391, 2017 WL 814252, at *13 (E.D. Va. Mar. 1, 2017) ("This Court echoes the sentiments previously stated about Clark's counsel because they pertain here with equal vigor."); Exhibit C, Kelly Decl. at ¶¶ 8-9 (listing cases).

satisfied, and in addition, "the Court finds that the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and that a Class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). Courts, including in the prior *Fitzgerald* case, have already found these requirements satisfied based on class claims that are indistinguishable from these. *Fitzgerald*, Case No. 3:20-cv-00044, Aug. 1, 2024, Preliminary Approval Order, ECF 201 at ¶ 4(e) (finding "the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member"); *Galloway III*, No. 3:19-cv-470, Dkt. 65 (E.D. Va. Dec. 20, 2019) (finding "the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and, [] a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23 and is superior to alternative means of resolving the claims and disputes at issue in this Lawsuit."); *Hengle*, No. 3:19-cv-250, Dkt. 209 (E.D. Va. May 12, 2022) (same). These holdings apply equally here.

1. Predominance

Rule 23(b)(3) requires that the common issues of law and fact shared by the representative Plaintiffs and the Settlement Class Members "predominate" over individual issues. Rule 23(b)(3)'s predominance inquiry focuses on whether the proposed class is "sufficiently cohesive to warrant adjudication by representation." *Gariety v. Grant Thornton, LLP*, 368 F.3d 356, 362 (4th Cir. 2004); *Lienhart v. Dryvit Sys., Inc.*, 255 F.3d 138, 142 (4th Cir. 2001). This criterion is normally satisfied when there is an essential, common factual link between all class members and the defendants for which the law provides a remedy. *Talbott v. GC Servs. Ltd.*, 191 F.R.D. 99, 105 (W.D. Va. 2000) (citing *Halverson v. Convenient FoodMart, Inc.*, 69 F.R.D. 331 (N.D. Ill. 1974)). And predominance exists where the resolution of class members' individual claims depends on

examining common conduct by a defendant. *Jeffreys*, 212 F.R.D. at 323 (finding predominance because class members' claims were based on same acts by defendant and the determinative "question in each individual controversy" was common).

As many courts have found in similar cases, the predominance requirement is satisfied here because the essential factual and legal issues for the Settlement Class Members' claims are common and relate to standardized conduct alleged to violate usury laws. *See Gibbs*, 2021 WL 4812451, at *16-20 (finding, on contested motion, that common questions of law and fact predominated under similar circumstances); *MacDonald*, 333 F.R.D. at 350 ("Plaintiffs can answer the question of whether a loan agreement is usurious by using the common evidence of the agreements themselves, which will suffice to demonstrate their claims. Plaintiffs have shown that common questions predominate as to their usury cause of action."); *Upshaw v. Georgia (GA) Catalog Sales, Inc.*, 206 F.R.D. 694, 700-01 (M.D. Ga. 2002) (finding "Defendants' conduct was substantially the same with respect to all members of the class," and "[t]his conduct gives rise to Plaintiffs' class-wide liability claims for violation of the Georgia usury laws and RICO").

In sum, "the majority of the liability questions with regard to Plaintiff's RICO claims do not require inquiry into any individual transactions or file[s] and are identical regardless of which class member would be presenting his or her RICO claim." *Robinson v. Fountainhead Title Grp. Corp.*, 257 F.R.D. 92, 94 (D. Md. 2009). Because this case involves an "alleged scheme to defraud" that "if proven, operated in the same manner with regard to all customers," the predominance requirement of Rule 23(b)(3) is satisfied. *Id*.

2. Superiority

Finally, the Court must determine whether a class action is superior to other methods for the fair and efficient adjudication of this controversy under Rule 23(b)(3). The factors courts

consider in determining the superiority of the class mechanism are: (1) the interest in controlling individual prosecutions; (2) the existence of other related litigation; (3) the desirability of concentrating the litigation in one forum; and (4) manageability.[8] *Hewlett v. Premier Salons Int'l, Inc.*, 185 F.R.D. 211, 220 (D. Md. 1997); *accord Newsome v. Up To Date Laundry, Inc.*, 219 F.R.D. 356, 365 (D. Md. 2004).

Efficiency is the primary focus in determining whether a class action is indeed the superior method of adjudicating the controversy. *Talbott*, 191 F.R.D. at 106. In examining these factors, it is proper for a court to consider the "inability of the poor or uninformed to enforce their rights, and the improbability that large numbers of class members would possess the initiative to litigate individually." *Haynes v. Logan Furniture Mart, Inc.*, 503 F.2d 1161, 1165 (7th Cir. 1974).

In *Jeffreys*, for instance, the court found that because "the facts and issues involved are identical for all class members, class members have little incentive and few resources to pursue litigation on their own, the class members are dispersed over several states, and there are few manageability concerns, the class action is the best method of resolving the matter." 212 F.R.D. at 323. The same is true here. Common issues predominate and the Settlement Class Members' individual claims are small, thus providing little incentive for individual litigation. *See Amchem*, 521 U.S. at 617 ("The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.") (citation omitted).

A class action is superior to other available methods for the fair and efficient adjudication of the case because a class resolution of the issues described above far outweighs the difficulties

[8] A trial court may disregard management issues in certifying a settlement class, but the proposed class must still satisfy the other requirements of Rule 23. *Amchem*, 521 U.S. at 620. Thus, this criterion is not material to the Court's analysis in this posture.

of managing separate, individual claims and allows access to the courts for those who might not gain such access standing alone, particularly given the relatively small amount of each Class Member's damages claim individually. Moreover, apart from the fact that the proposed class action Settlement allows a recovery of actual damages, certification permits individual claimants to opt-out and pursue their own actions separately if they believe they can recover more in an individual suit. Thus, the predominance and superiority elements are both satisfied. *See Gibbs*, 2021 WL 4812451, at *20 (finding predominance and superiority satisfied under nearly identical circumstances on a contested class certification motion). For these reasons, the Court should conditionally certify the Settlement Class for settlement purposes.

C. The Settlement Satisfies the Requirements of Rule 23(e)(2).

"Rule 23(e) of the Federal Rules of Civil Procedure obliges parties to seek approval from the district court before settling a class-action lawsuit." *In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 952 F.3d 471, 483 (4th Cir. 2020) (citing Fed. R. Civ. P. 23(e)). When a court "reviews a proposed class-action settlement, it acts as a fiduciary for the class." *1988 Tr. for Allen Child. Dated 8/8/88 v. Banner Life Ins. Co.*, 28 F.4th 513, 525 (4th Cir. 2022). "In fulfilling this role, the district court must conclude that a proposed settlement is 'fair, reasonable, and adequate,'" which are the three requirements established by Rule 23(e)(2) of the Federal Rules of Civil Procedure. *Id.* (citing Fed. R. Civ. P. 23(e)(2)). "In determining whether a settlement is fair, reasonable, and adequate," Rule 23(e)(2) requires the court to consider:

> (A) the class representatives and class counsel have adequately represented the class;
>
> (B) the proposal was negotiated at arm's length;
>
> (C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorneys' fees, including timing of payments; and

(iv) any agreement required to be identified under Rule 23(e)(3);

(D) the proposal treats class members equitably relative to each other.

Galloway III, 2020 WL 7482191 at *4 (E.D. Va. 2020) (quoting Fed. R. Civ. P. 23(e)(2)). In making this assessment, district courts are provided with "considerable deference" because "the court 'is exposed to the litigants, and their strategies, position[s], and proofs, and is on the firing line and can evaluate the action accordingly.'" *Lumber Liquidators*, 952 F.3d at 484 (quoting *Joel A. v. Giuliani*, 218 F.3d 132, 139 (2d Cir. 2000)).

i. Plaintiff and Class Counsel Have Adequately Represented the Class.

Rule 23(e)(2)'s first factor examines whether "the class representatives and class counsel have adequately represented the class." Fed. R. Civ. P. 23(e)(2)(A). This assessment is "redundant of the requirements of Rule 23(a)(4) and Rule 23(g), respectively." *In re Flint Water Cases*, 571 F. Supp. 3d 746, 780 (E.D. Mich. 2021) (quoting Albert Conte & Herbert Newberg, *Newberg on Class Actions* § 13:48 (5th ed. June 2021 update)). Rule 23's adequacy requirements are met if: "(1) the named plaintiff has interests common with, and not antagonistic to, the Class'[s] interests; and (2) the plaintiff's attorney is qualified, experienced and generally able to conduct the litigation." *Gibbs*, 2021 WL 4812451, at *16 (quoting *Milbourne v. JRK Residential Am., LLC*, 2014 WL 5529731, at *8 (E.D. Va. Oct. 31, 2014)).

This first factor is easily satisfied. Plaintiffs' interests and those of Class Members are fully aligned as they were all subjected to the same alleged lending practices and, therefore, suffered the

same alleged harm. *See, e.g.*, *Gibbs*, 2021 WL 4812451, at *16 (finding that the plaintiffs were adequate because they had "no interests antagonistic to the class's interest" and shared "identical interest of establishing Defendants' liability based on the same questions of law and fact").

Additionally, Class Counsel have spent their entire careers practicing in the field of consumer protection, and they believe that this Settlement is among the best achieved in the industry. *See* Exhibit C, Kelly Decl. ¶¶ 16-17.[9] As explained above, the proposed amount of the Settlement Fund here adds to the recovery achieved for the Settlement Class in *Fitzgerald*, which represents the largest class settlement ever obtained against participants in the tribal lending industry, and greatly surpasses the amount recovered in other tribal lending settlements that received court approval under Rule 23. *See Turner*, No. 3:19-cv-293, Final Approval Order at Dkt. 114 (granting final approval of a class settlement providing $170 million in debt cancellation and a common fund of $18.5 million); *Gibbs*, Case No. 3:17-cv-495, Final Approval Order at Dkt. 141 (granting final approval of a class settlement providing $380 million in debt cancellation and a common fund of $53 million); *Galloway*, No. 3:19-cv-470, Final Approval Order at Dkt. 115 (granting final approval of a class settlement providing $100 million in debt cancellation and a common fund of $8.7 million); *Gibbs*, No. 3:19-cv-00789, Final Approval Order at Dkt. 95 (granting final approval of a class settlement providing $383 million in debt cancellation and a common fund of $50 million); *Hengle,* No. 3:19-cv-250, Final Approval Order at Dkt. 230 (granting final approval of a class settlement providing $450 million in debt cancellation and a common fund of $39 million).

[9] Courts recognize that the opinion of experienced and informed counsel in favor of settlement should be afforded substantial consideration in determining whether a class settlement is fair and adequate. *See*, *e.g.*, *In re MicroStrategy*, 148 F. Supp. 2d at 665.

Given the substantial monetary and injunctive relief afforded by the proposed Settlement—especially when contrasted against the risks associated with the litigation—it should also be approved as fair, reasonable, and adequate. *See S.C. Nat'l Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991) (concluding fairness met where "discovery was largely completed as to all issues and parties," settlement discussions "were, at times, supervised by a magistrate judge and were hard fought and always adversarial," and those negotiations "were conducted by able counsel" with substantial experience).

ii. Negotiations Were at Arm's Length and Involved United States Magistrate Judge Colombell.

The second factor examines whether the settlement "was negotiated at arm's length." Fed. R. Civ. P. 23(e)(2)(B); *see also Flint Water Cases*, 571 F. Supp. 3d at 780 (explaining that the second factor requires courts to "consider whether the negotiations were conducted at arm's length with no evidence of collusion or fraud"). "Courts presume the absence of fraud or collusion unless there is evidence to the contrary." *Id.* (citation omitted). Here, the history of this litigation, including the filing and litigation of potentially dispositive motions, demonstrates that there was no collusion or fraud between the parties.

To be sure, courts look at several other factors to help confirm that negotiations were at arm's length, including the presence of a mediator. As the leading class action treatise explains: "There appears to be no better evidence of [a truly adversarial bargaining process] than the presence of a third-party mediator." Conte & Newberg, *supra*, § 13:48; *see also Flint Water Cases*, 571 F. Supp. 3d at 780 ("highly experienced mediators" provide "ample protections in their roles"). Here, over the course of four months, the parties attended settlement conferences with Judge Colombell, who not only presided over the settlement conferences, but stayed active in monitoring the ongoing negotiations between the parties. *See* Ex. A at 4 ("WHEREAS, Plaintiffs and certain

of the Radiant Cash Connected Defendants and Lendgreen Connected Defendants participated in settlement negotiations with one another directly and/or with the assistance of United States Magistrate Judge Mark Colombell, including in-person settlement conferences on July 30, 2025 (as to the Radiant Cash Connected Defendants), October 17, 2025 (as to the Lendgreen Connected Defendants), and November 7, 2025 (as to the Lendgreen Connected Defendants) . . . . ")

In sum, the history of this litigation, as well as the extensive involvement of Judge Colombell, establishes that there was no collusion among the parties.

iii. The Relief Provided to the Class is Adequate.

Rule 23(e)(2)(C) requires the Court to consider whether the relief is adequate, considering:

> (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).

Fed. R. Civ. P. 23(e)(2)(C). These subfactors overlap with the factors that the Fourth Circuit has held are required to evaluate a class settlement's fairness, reasonableness, and adequacy. *Lumber Liquidators*, 952 F.3d at 484 n.8 (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991)). An analysis of each factor shows that this settlement is fair, reasonable, and adequate.

The first Rule 23(e)(2)(C) sub-factor requires the Court to evaluate the settlement against the costs, risks, and delay of trial and appeal. This factor strongly supports approval of the proposed Settlement here. While Class Counsel strongly believes in the strength of this case, they also acknowledge that there are substantial risks associated with continued litigation. The Settling Defendants have disputed Plaintiffs' claims since the inception of this case and have raised several defenses, including factual disputes over the degree and nature of their alleged involvement in the claimed lending enterprise. In addition, the Settling Defendants have also raised numerous merits defenses, such as the Court's lack of personal jurisdiction over them, improper venue, and that the

Complaint fails to state any claims against them. *Bradby*, ECF Nos. 81, 83, 146. If Settling Defendants were to ultimately succeed on any of the defenses and arguments underlying these motions, or their anticipated motion to compel arbitration, then it could threaten to wipe away the availability of any class-wide relief. Put differently, the Settlement avoids a substantial risk that a loss on numerous different defenses could have resulted in no return to the class while still achieving a significant recovery.

Rule 23(e)(2)(C)'s second sub-factor requires the Court to evaluate the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims. Here, just as with multiple similar settlements in other tribal lending cases,[10] Class Members will receive automatic cash payments based on the unlawful amount repaid on their loans and the protections afforded by their states of residence at the time they accepted the loans, without having to submit a claim form or any proof of their damages. Thus, cash payments will be automatically distributed based on predetermined, objective criteria. This is important because "[t]he use of objective criteria to determine settlement distribution is a hallmark of fairness." *Flint Water Cases*, 571 F. Supp. 3d at 781. Because an automatic cash payment is based on objective criteria, this factor weighs strongly in favor of approving the Settlement.

Rule 23(e)(2)(C)'s third sub-factor requires the Court to evaluate the request for attorneys' fees, including the timing of the request. The focus of this analysis is whether there are signs that

[10] As explained in above, this tiered formula has been approved by multiple courts in other cases. *See, e.g.*, *Gibbs v. TCV, V, LLP*, No. 3:19-cv-00789, Dkt. 95 (E.D. Va. Mar. 29, 2021); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, *Gibbs v. Stinson*, Case No. 3:18-cv-676, Dkt. 141 (E.D. Va. Aug. 16, 2022); *Turner v. Zest Finance, Inc.*, Case No. 3:19-cv-00293, Dkt. 114 (E.D. Va. July 9, 2020); *Hengle v. Asner*, No. 3:19-cv-250-DJN, Dkt. 230 (E.D. Va. Oct. 25, 2022); *Blackburn v. A.C. Israel Enterprises*, Case No. 3:22-cv-146, Dkt. 228 (E.D. Va. Mar. 2, 2024); *Galloway v. Martorello*, 3:19-cv-00314, Dkt. 662 (E.D. Va. June 4, 2024).

"counsel sold out the class's claims at a low value in return for [a] high fee." Conte & Newberg, *supra*, § 13:54. There are no such indications here. As outlined above, there is no sign that Class Counsel left any money on the negotiating table. And critically, the Settlement "is not conditioned upon the District Court's approval of the attorneys' fees and costs sought by Plaintiffs." Ex. A § 3.5. This means that the Settlement will proceed even if the Court were to reduce the requested fees sought by Class Counsel.

When considering fees, "courts are to consider this to prevent situations in which the request for attorney fees is unknown and could upset the compensation to claimants at the time of final approval." *Flint Water Cases*, 571 F. Supp. 3d at 782. There is no such concern here, as the proposed the Settlement Class and Notice identifies that Class Counsel will seek one-third of the Settlement Fund. *See, e.g.*, Ex. A § 3.5.

Finally, there are no agreements that need to be identified under Rule 23(e)(3).

iv. The Settlement Treats Class Members Equitably Relative to Each Other.

The final factor under Rule 23(e)(2) requires a court to consider whether "the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). This factor considers whether class members have been treated in a fair and impartial manner, but "[t]here is no requirement that all class members in a settlement be treated equally." *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 876 (S.D. Iowa 2020) (emphasis in original) (citation omitted). And when considering this factor, a court "must balance the claims of those with potentially substantial damages with those with potentially minimal or insignificant damages." *Id.* (citation omitted).

The Settlement here achieves this balance. It limits payments to only those Class Members who made unlawful payments on their loans based on the legal protections of their respective states of residence. The Settlement further awards payments on a *pro rata* basis after considering the amount of each qualifying Class Member's payments above the lawful amount in their respective

states. The Settlement thus maximizes the possible payout for Class Members who have suffered actual monetary harm, while also obtaining important injunctive relief that ensures that Settlement Class Members are not subject to any ongoing collection efforts attributable to any of the Settling Defendants. Settlement Class Members, therefore, will be treated equitably relative to each other and their respective damages.

IV. The Proposed Notice and Notice Plan Satisfy Rule 23 and Due Process Requirements.

Following preliminary approval, the class members must be given notice about the nature of the settlement and their rights. Rule 23(e)(1) requires that: "The court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Rule 23(c)(2)(B) sets forth the contents of a notice to be sent to members of a Rule 23(b)(3) class:

> For any class certified under Rule 23(b)(3), the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

The proposed Notice to the Settlement Class, which is attached as Exhibit 1 to the Settlement Agreement, and the program for delivering that notice satisfy these requirements. Ex. A § 5.3; *see also id.* Ex. 1. Indeed, the notice plan and language are very similar to the notice programs approved in other tribal lending cases, including *Fitzgerald* and other cases like this with hundreds of thousands of class members. *See, e.g.*, *Fitzgerald*, Case No. 3:20-cv-00044, Aug. 1, 2024, Preliminary Approval Order, ECF 201 at ¶¶ 8-14; *Galloway III*, 2020 WL 7482191 at *3; *Hengle*, No. 3:19-cv-250, Dkt. 209 (approving similar plan for 555,000-member class). These notice programs have resulted in presumed delivery of the notice to nearly 100% of class members.

See Galloway III, 2020 WL 7482191, at *3 ("successful delivery rate of 99.67%"); *Hengle*, No. 3:19-cv-250, Dkt. 222 (noting delivery rate of 99.27%).

As in *Fitzgerald, Galloway III* and *Hengle*, the proposed notice program here will also provide individual direct notice. Under the Settlement Agreement, the Administrator will first email direct notice to each Settlement Class Member at his or her most recent email address shown in the LDF Tribal Entities' loan records (or as updated while administering the *Fitzgerald* settlement). Ex. A § 5.3(a). If email notice results in a bounce-back email, direct notice will be mailed to Settlement Class Members via first class mail and returned direct notices will be remailed if they are returned within twenty days of the postmark date and contain a forwarding address. *Id.* The Administrator also will create and maintain a website, on which pertinent information will be made available to Settlement Class Members, including the operative complaint; the Settlement Agreement; any motions and memoranda seeking approval of the proposed class action Settlement, approval of attorneys' fees and costs, or approval of service awards; and any orders of this Court relating to the proposed class action Settlement. *Id.* § 5.3(b). To avoid confusion, the parties have agreed to use the website name "consumerloansettlement2.com," because the settlement in the *Fitzgerald* case was administered using "consumerloansettlement.com." *Id.* § 5.3(c).

The Settlement's robust notice and administration plan will ensure that as many Settlement Class Members as possible receive the payments to which they are entitled. Class Notice will be sent in accordance with Federal Rule of Civil Procedure 23(c) in the manner approved by the Court either by email notice to verified email addresses or U.S. Mail to each Settlement Class Member on the Class List.

As the *Manual for Complex Litigation* recognizes, mail notice is the ideal method of informing class members of a class settlement where such members can be identified. *See* Manual

for Complex Litigation § 21.311; *see also Henggeler v. Brumbaugh & Quandahl P.C.*, 2013 WL 5881422, at *5 (D. Neb. 2013) ("The court finds that the proposed notice is clearly designed to advise the class members of their rights. The Agreement provides for individual mailed notices to each of the class members. Individual notice is the best notice practicable.").

For these reasons, the proposed Notice and Notice Plan represent the "best notice that is practicable under the circumstances," and they therefore meet the notice requirements of Rule 23. The Notice and Notice Plan should thus also be approved by the Court.

CONCLUSION

The proposed class action Settlement is a hard-earned and excellent result considering the circumstances of the litigation, the relative strengths and weaknesses of the parties' respective claims and defenses, and the Settling Defendants' resources. The terms of the proposed class action Settlement, as well as the circumstances of negotiations and its elimination of the risks and costs with further litigation through trial and appeal, satisfy all requirements for preliminary approval.

For these reasons, Plaintiffs respectfully request that the Court issue an Order in the same or in a substantially similar form to that of the [Proposed] Preliminary Approval Order attached to the Settlement as Exhibit 2 that: (1) grants preliminary approval of the proposed Settlement under Fed. R. Civ. P. 23; (2) approves the Proposed Notice attached as Exhibit 1 to the Settlement Agreement; (3) orders that the Proposed Notice be immediately issued to Settlement Class Members in accordance with the notice plan described in the Settlement Agreement; (4) approves the appointment of American Legal Claims Services as the Settlement Administrator; and (5) sets the date of the Final Fairness Hearing to at least 120 days after entry of the Preliminary Approval Order at a date and time to be determined based on the availability of the Court and the respective counsel for the Settling Parties.

Respectfully submitted,
PLAINTIFFS, *individually and on behalf of all others similarly situated*

By: */s/ Kristi C. Kelly*

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Exhibit A

STIPULATION AND AGREEMENT OF SETTLEMENT

TABLE OF CONTENTS

Page

I. RECITALS 2

II. DEFINITIONS 5

III. TERMS OF THE SETTLEMENT 12

IV. RELEASES AND DISMISSAL 22

V. NOTICE AND SETTLEMENT ADMINISTRATION 30

VI. DISPUTE RESOLUTION 33

VII. PRELIMINARY APPROVAL ORDER AND FINAL FAIRNESS HEARING 33

VIII. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS 36

IX. TERMINATION OF SETTLEMENT 37

X. TAX TREATMENT OF THE FUND 38

XI. MISCELLANEOUS PROVISIONS 41

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement ("Agreement") is entered into by and between, on the one hand, the Radiant Cash Connected Defendants (as defined in Section II below) and the Lendgreen Connected Defendants (as defined in Section II below) (together with the Radiant Cash Connected Defendants, the "Settling Defendants"), and, on the other hand, Plaintiffs Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson (collectively, the "Plaintiffs"), on behalf of themselves and all other similarly situated individuals, and as representatives of the Settlement Class, as these terms are defined in Section II below. Each of the Settling Defendants and the Plaintiffs may be referred to herein as a "Party" and collectively as the "Parties" to this Agreement.

I. RECITALS

The following recitals are material terms of this Agreement, and all capitalized terms are used as defined in Section II, below, except as otherwise defined herein. This Agreement is made in contemplation of the following facts and circumstances.

WHEREAS, on January 15, 2025, Plaintiffs filed a putative class action complaint in the United States District Court for the Eastern District of Virginia, Civil Action No. 3:25-cv-0026 (RCY) (the "Action") against, among other named defendants, the Settling Defendants herein;

WHEREAS, the Settling Defendants deny any and all allegations and claims of wrongdoing or liability alleged or asserted against them by Plaintiffs in the Action, further deny that any Plaintiffs or any members of the Settlement Class they purport to represent have suffered

any injury or damage, and, consistent with the above, have to date vigorously defended against the Action, including, without limitation, by asserting jurisdictional defenses, and would, if necessary, continue to defend against any claims that have or could be asserted in the Action or any other or newly commenced litigation relating to the same;

WHEREAS, Plaintiffs and Class Counsel have conducted an investigation of the legal claims at issue, including during the prior *Fitzgerald* litigation, as well as review and analysis of information provided during settlement negotiations;

WHEREAS, Plaintiffs and certain of the Radiant Cash Connected Defendants and Lendgreen Connected Defendants participated in settlement negotiations with one another directly and/or with the assistance of United States Magistrate Judge Mark Colombell, including in-person settlement conferences on July 30, 2025 (as to the Radiant Cash Connected Defendants), October 17, 2025 (as to the Lendgreen Connected Defendants), and November 7, 2025 (as to the Lendgreen Connected Defendants), and several follow-up communications with the Parties' counsel of record and Magistrate Judge Mark Colombell took place thereafter;

WHEREAS, Plaintiffs and Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Agreement in order to avoid the uncertainties of litigation and to assure benefits to the Settlement Class and, furthermore, that the settlement contemplated hereby is fair, reasonable, and adequate and in the best interests of all members of the Settlement Class;

WHEREAS, the Settling Defendants deny all material allegations in the Action; deny that this case should be litigated rather than arbitrated; deny that they are subject to the personal jurisdiction of the Court in the Action absent a voluntary and limited waiver submitting to the same for purposes of approving this Settlement; deny any fault, wrongdoing, or liability whatsoever

arising out of or relating to any of their respective business practices; deny that any of the Plaintiffs' claims are timely and affirmatively state that they are barred by res judicata, collateral estoppel, and the applicable statutes of limitations; affirmatively state that their respective practices have at all times been lawful and proper; deny that resolution of the merits of the Action is suitable for class treatment; and further deny liability to Plaintiffs or to others similarly situated, including all members of the Settlement Class;

WHEREAS, the Settling Defendants are mindful that defending the Action would require them to expend significant time, resources, attention and money, and therefore have decided that it is in their best interest to resolve the Action on the terms set forth in this Agreement and do so solely for the purposes of avoiding the burden, expense, distraction and uncertainty of continuing litigation, and to obtain the conclusive and complete dismissal of the Action and a fulsome, final, and broad release of all Released Claims;

WHEREAS, subject to the terms and conditions set forth herein, the Parties each understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims that have been or could have been brought by or on behalf of Plaintiffs and/or the Settlement Class relating to the subject matter, transactions, and/or occurrences alleged in the Action; and

WHEREAS, execution of this Agreement is not, and shall not be construed as, an admission of wrongdoing or liability, an admission that any provision of federal, state, or tribal law was violated, an admission or waiver of any fact or defense, whether procedural, substantive, or jurisdictional that could be asserted in the Action, or an admission that class treatment of the Action is appropriate; and, further, this Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement, is not an admission of wrongdoing or liability on the part of

any Party to this Agreement, and shall be deemed void and inadmissible for any purpose while expressly preserving each of the Parties' respective rights, arguments, claims, and defenses if the class Settlement that is the subject of this Agreement is not finally approved.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND AGREED, subject to the District Court's approval, that the Action below has been fully and finally resolved as to any claims or causes of action asserted against any of the respective Settling Defendants or that could have been asserted against any of the respective Settling Defendants, subject to the following terms and conditions:

II. DEFINITIONS

2.1 "Action" means the case pending in the United States District Court for the Eastern District of Virginia referred to above in the recitals to this Agreement: *Bradby, et al. v. Koetting*, et al., No. 3:25-cv-0026 (RCY) (E.D. Va.). Upon execution of this Agreement, the Plaintiffs will move to sever the claims asserted against the Settling Defendants from the Action to ensure that the Final Approval Order (as defined below) constitutes a final judgment order pursuant to Rule 54 of the Federal Rules of Civil Procedure. Once severed, the "Action" will mean the newly severed case.

2.2 "Administrator" or "Settlement Administrator" means American Legal Claims Services, LLC, who is also the class settlement administrator in *Fitzgerald v Wildcat*, Case No. 3:20-cv-44 (W.D. Va.).

2.3 "CAFA Notice" refers to the notice(s) made pursuant to the requirements imposed by 28 U.S.C. § 1715(b).

2.4 "Cash Award" means a cash payment to an eligible Settlement Class Member from the Fund pursuant to Section 3.3(b)(iv).

2.5 "Class Counsel" means the Plaintiffs' counsel of record in the Action at Kelly Guzzo PLC.

2.6 "Class List" means the data file provided to the Settlement Administrator pursuant to Paragraph 3.3 of the *Fitzgerald* Settlement Agreement.

2.7 "Direct Notice" means the notice that will be provided pursuant to Sections 5.3(a) and 5.3(b), subject to approval by the District Court, substantially in the form attached hereto as "Exhibit 1."

2.8 "District Court" or the "Court," as referred to above in the recitals to this Agreement, means the United States District Court for the Eastern District of Virginia.

2.9 "Effective Date" means the date that the Final Approval Order becomes final for all purposes because either (i) the Court has entered the Final Approval Order and the time within which an appeal may be timely noticed and filed under the Federal Rules of Appellate Procedure, including the additional 30-day extension period described in Fed. R. App. P. 4(a)(5), if applicable, has lapsed without any such appellate activity; or (ii) if any timely appeal(s) have been filed following entry of the Final Approval Order, the date such appeal(s) is/are finally resolved in such a manner as to affirm the Final Approval Order, and no further appeals are possible, including review by the United States Supreme Court, thereby resulting in a final and binding judicial approval of the class Settlement that is the subject of this Agreement.

2.10 "Escrow Account" means one or more separate depository escrow account(s) maintained by the Escrow Agent(s) into which the Fund will be deposited for the benefit of the Settlement Class until such time(s) as any portion(s) of the Fund may be used, transferred and/or distributed by the Administrator pursuant to the terms of this Agreement.

2.11 "Escrow Agent" means a federally insured financial institution previously approved in such capacity by the Court as selected by Class Counsel, with reasonable right of refusal by the Settling Defendants, which shall receive and hold in the Escrow Account the monetary consideration comprising the Fund as described in Section 3.3(a) under the terms of this Agreement.

2.12 "Final Approval Order" means the Final Approval Order and Judgment to be entered by the District Court in the newly severed Action finally approving this Settlement and resolving all claims, disputes, and issues between the Parties, as provided for in Section VIII below, substantially in the form attached hereto as "Exhibit 3."

2.13 "Final Fairness Hearing" means the hearing at which the District Court will consider and finally decide whether to provide final approval of this Settlement, enter the Final Approval Order, and make such rulings as are contemplated by this Settlement.

2.14 "Fund" means the sum total of monetary consideration to be paid into the Escrow Account by the Radiant Cash Connected Defendants and Lendgreen Connected Defendants as set forth herein in Sections 3.3(a) and 3.3(b) of this Agreement, inclusive of all payments to Settlement Class members, attorneys' fees and costs, service awards to Plaintiffs, and all costs of notice and administration, and to be funded in accordance with and subject to the terms and conditions in this Agreement as follows: (1) MoneyLion Technologies Inc., or an affiliate on its behalf, will pay the total amount of $9,000,000 on behalf of the Radiant Cash Connected Defendants; and (2) Vivus Servicing, Ltd, and/or AS 4Finance, Ltd., or an affiliate on its behalf, will pay the total amount of $7,500,000 on behalf of the Lendgreen Connected Defendants, which such amount may be delivered in care of the Lendgreen Connected Defendants' counsel by means of wire transfer from its attorney client trust account. In no event shall any of the Radiant Cash Connected Defendants

and/or Radiant Cash Connected Released Parties or any of the Lendgreen Connected Defendants and/or Lendgreen Connected Released Parties be required to provide any additional funds to settle this Action besides their respective money contributions to the Fund described above.

2.15 "*Fitzgerald*" refers to the case filed in the United States District Court for the Western District of Virginia captioned as *Fitzgerald v. Wildcat, Case No. 3:20-cv-00044-NKM-JCH* (W.D. Va.).

2.16 "Internet Notice" means the notice published through the Internet class settlement website created and maintained by the Administrator pursuant to Section 5.3(c) of this Agreement.

2.17 "Lendgreen Connected Defendants" means Defendants Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, and Mark Bettiol.

2.18 "Lendgreen Connected Released Parties" means the Lendgreen Connected Defendants and each of their respective past, present, or future, related entities and persons, controlling entities, entities under control, affiliates, subsidiaries, parent companies, predecessors-in-interest, successors, reorganized successors, and assigns, including, without limitation, any Lendgreen Connected Released Party's respective past, present, and future owners, investors, members (including, but not limited to, member funds), directors, officers, managers, trusts, trustees, heirs, next-of-kin, shareholders, employees, partners, limited partners, general partners, contractors, vendors, consultants, creditors, beneficiaries, executors, joint-venturers, representatives, assigns, agents, lenders, servicers, insurers, reinsurers, administrators, and attorneys. For avoidance of doubt, the Lendgreen Connected Defendants expressly acknowledge and affirm that the release granted under this Agreement in consideration for the Lendgreen Connected Defendants' Settlement Amount (as defined herein) shall not cover or encompass any non-tribal person, entity, or trust that is not a Lendgreen Connected Released Party, including, but

not limited to, the following: Dan Koetting, Jairo Perez, GDA Consulting Group, LLC, Benchmark Consulting and Management, LLC, Envision Management, LLC, KP Investment Group, LLC, Mark Koetting, Russell Myrick, MRC Consulting, LLC, PG2, LLC, Jesus Diaz, Oscar Rodriguez, Unified Analytics, LLC, National Techmark, Inc., Vesper International, Inc., Bridger Pacific Consulting, LLC, Winecrest, LLC, Brian A. Smith, Jacob J. Weeks, and Richard Clay.

2.19 "Lendgreen Connected Defendants' Settlement Amount" means the total sum of $7,500,000 to be transferred into the Escrow Account holding the Fund by or on behalf of the Lendgreen Connected Defendants as consideration for the releases granted under this Agreement to the Lendgreen Connected Released Parties.

2.20 "LDF Tribal Corporations" means L.D.F. Business Development Corporation, LDF Holdings, LLC, Niiwin d/b/a Lendgreen, Niswi d/b/a LendUMo, Ziibi d/b/a Zfunds, Makwa d/b/a Makwa Financial, Niizh d/b/a Brightstar Cash, Midaaswi d/b/a National Small Loan, Naanan d/b/a Bear Claw Lending and Stone Lake Lending, Ningodwaaswi d/b/a Sky Trail Cash, Niizhwaaswi d/b/a Loan at Last, Zhaangaswi d/b/a Nine Torches, Biboon d/b/a Bridge Lending Solutions, Giizis d/b/a Lakeshore Loans, Nigig d/b/a UbiCash, Niibin d/b/a Cash Aisle, Mitig d/b/a MitigCapital, Anong d/b/a Avail Blue, Opichi d/b/a Evergreen Services, Zagime d/b/a Blue River Lending, Waawaatesi d/b/a Quick Help Loans (Greenline), and Ishwaaswi d/b/a Radiant Cash.

2.21 "Radiant Cash Connected Defendants" means MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia.

2.22 "Radiant Cash Connected Released Parties" means MoneyLion Technologies Inc., MoneyLion Inc., Diwakar Choubey, Richard Correia, HarrowGate Capital I LLC, Salt Lake Capital, LLC, and Gen Digital Inc., and each of their respective past, present, or future, related entities and persons, controlling entities, entities under control, affiliates, subsidiaries, parent companies, predecessors-in-interest, successors, reorganized successors, including, without

limitation, any Radiant Cash Connected Released Party's respective past, present, and future owners, investors, members (including, but not limited to, member funds), directors, officers, managers, trusts, trustees, heirs, next-of-kin, shareholders, employees, partners, limited partners, general partners, contractors, vendors, consultants, creditors, beneficiaries, executors, joint-venturers, representatives, assigns, agents, lenders, insurers, reinsurers, administrators, and attorneys. For avoidance of doubt, the Radiant Cash Connected Defendants expressly acknowledge and affirm that the release granted under this Agreement shall not cover or encompass any non-tribal person, entity, or trust that is not a Radiant Cash Connected Released Party, including, but not limited to, the following: Dan Koetting, Jairo Perez, GDA Consulting Group, LLC, Benchmark Consulting and Management, LLC, Envision Management, LLC, KP Investment Group, LLC, Mark Koetting, Russell Myrick, MRC Consulting, LLC, PG2, LLC, Jesus Diaz, Oscar Rodriguez, Unified Analytics, LLC, National Techmark, Inc., Vesper International, Inc., Bridger Pacific Consulting, LLC, Winecrest, LLC, Brian A. Smith, Jacob J. Weeks, and Richard Clay.

2.23 "Radiant Cash Connected Defendants' Settlement Amount" means the total sum of $9,000,000 to be transferred into the Escrow Account holding the Fund by or on behalf of the Radiant Cash Connected Defendants as consideration for the releases granted under this Agreement to the Radiant Cash Connected Released Parties.

2.24 "NCOA" means the United States Postal Service's National Change of Address database.

2.25 "Non-Tribal Unreleased Parties" means any non-tribal persons, entities, or trusts, whether presently or previously in existence, who were servicers, vendors, lenders, consultants, investors, managers, creditors, or beneficiaries of Niizh d/b/a Brightstar Cash, Naanan d/b/a Bear Claw Lending and Stone Lake Lending, Zhaangaswi d/b/a Nine Torches, Midaaswi d/b/a National

Small Loan, Biboon d/b/a Bridge Lending Solutions, Nigig d/b/a UbiCash, Mitig d/b/a MitigCapital, Anong d/b/a Avail Blue, Opichi d/b/a Evergreen Services, and Zagime d/b/a Blue River Lending. To the extent there is any ambiguity as to whether an individual or entity fits into the category of a "Non-Tribal Unreleased Party" or a "Released Party," the presumption shall be in favor of the individual or entity qualifying as a "Released Party" so long as such person or entity was employed by or was otherwise a direct corporate affiliate of any of the Settling Defendants at the time of the execution of this Agreement. The Parties further agree and acknowledge that none of the following individuals or entities who Plaintiffs have expressly identified by name as an alleged "Non-Tribal Unreleased Party" fits within the definitions of the "Radiant Cash Connected Released Parties" or "Lendgreen Connected Released Parties" under this Agreement: Dan Koetting, Jairo Perez, GDA Consulting Group, LLC, Benchmark Consulting and Management, LLC, Envision Management, LLC, KP Investment Group, LLC, Mark Koetting, Russell Myrick, MRC Consulting, LLC, PG2, LLC, Jesus Diaz, Oscar Rodriguez, Unified Analytics, LLC, National Techmark, Inc., Vesper International, Inc., Bridger Pacific Consulting, LLC, Winecrest, LLC, Brian A. Smith, Jacob J. Weeks, and Richard Clay.

2.26 "Parties" means the Radiant Cash Connected Defendants, the Lendgreen Connected Defendants, and Plaintiffs, on their own behalf and on behalf of the Settlement Class.

2.27 "Plaintiffs" means Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson, individually and as representatives of the Settlement Class.

2.28 "Preliminary Approval Order" means an order to be entered by the District Court, as provided for in Section 7.1 below, substantially in the form attached hereto as "Exhibit 2."

2.29 "Released Claims" means the rights, duties, obligations, demands, actions, causes of action, liabilities, claims, penalties, grievances, suits, losses, damages, costs, fees, expenses, disputes, and controversies released and/or discharged by this Agreement as set forth in Section IV.

2.30 "Released Parties" means the Radiant Cash Connected Released Parties and the Lendgreen Connected Released Parties, both separately and collectively.

2.31 "Settlement" means the class action settlement that is the subject of this Agreement.

2.32 "Settlement Class" means all consumers residing within the United States who executed a loan agreement with any LDF Tribal Corporation between July 24, 2016, and October 1, 2023.

2.33 "Settlement Class Member" means a person in the Settlement Class who does not timely submit a valid request for exclusion from the Settlement Class.

2.34 "Settling Defendants" means the Radiant Cash Connected Defendants and the Lendgreen Connected Defendants, both separately and collectively.

2.35 "Taxes" means all taxes on income earned on the Fund (if any); taxes imposed on payments of the Fund, including withholding taxes; and reasonable expenses and costs incurred in connection with the taxation of the Fund (including, without limitation, interest, penalties, and the reasonable expenses of tax attorneys and accountants).

2.36 "Uncashed *Fitzgerald* Checks" means the approximately $7,000,000 in funds attributable to uncashed settlement checks from *Fitzgerald* that are currently in an Escrow Account.

III. TERMS OF THE SETTLEMENT

3.1 Class Certification. The Settling Defendants dispute that a class would be manageable and further deny that a litigation class could be certified on the claims asserted in the Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, the Settling Defendants do not oppose the District Court's certification of the Settlement Class for settlement purposes only. No agreements made by the Settling Defendants in connection with this Agreement may be used by Plaintiffs, any Settlement Class Member, or any other person or entity, to establish any of the elements of class certification in this or any other proceeding. Preliminary certification of a Settlement Class for settlement purposes shall not be deemed a concession that certification of a class is appropriate in a contested litigation context, nor are the Settling Defendants estopped or otherwise precluded from challenging class certification in further or other proceedings if this Settlement is not finally approved.

3.2 Definition of the Settlement Class. Solely for the purposes of this Settlement, the Parties agree to preliminary certification of the following Settlement Class:

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

Excluded from the Settlement Class are Class Counsel and their immediate family members and staff, and all judges and justices of the United States District Court for the Eastern District of Virginia, the United States Court of Appeals for the Fourth Circuit and the Supreme Court of the United States, as well as their immediate family members and staff.

Based on the loan level data previously furnished to the Administrator by the LDF Tribal Corporations in connection with the *Fitzgerald* settlement, Plaintiffs estimate that, under this definition, the Settlement Class consists of approximately 1.4 million Settlement Class Members. The parties further acknowledge and agree: (1) that as part of the *Fitzgerald* litigation, neither Plaintiffs nor their counsel were provided any loan level information for consumers who did not meet the Settlement Class definition. Plaintiffs' counsel further confirms that they have received written confirmation from the *Fitzgerald* Administrator that, to the best of its knowledge, the Class List provided to it pursuant to Paragraph 3.3 of the *Fitzgerald* Settlement Agreement did not include any loans originated before July 24, 2016; and (2) that, aside from certain LDF Tribal Corporation borrowers whose loan agreements were executed after October 1, 2023, counsel for the Plaintiffs are currently unaware of the identity(ies) of any other LDF Tribal Corporation borrowers outside the scope of the Settlement Class.

Certification of the Settlement Class will be sought pursuant to Federal Rule of Civil Procedure 23(b)(3). All Settlement Class Members shall have the right to exclude themselves by way of the opt-out procedure set forth in Section 7.2 of this Agreement and the Preliminary Approval Order.

3.3 Settlement Consideration. Pursuant and subject to the terms and conditions set forth in this Agreement, and as full and complete consideration for the separate releases set forth below under Section IV in favor of the respective Released Parties, the Radiant Cash Connected Defendants and Lendgreen Connected Defendants, either directly or through an affiliated and authorized person or entity on their respective behalf, will deliver their respective portions of monetary consideration owing under this Settlement as follows:

a. Monetary Consideration

i. Subject to the terms and conditions set forth in this Agreement, MoneyLion Technologies Inc., or an affiliate on its behalf, will pay the total amount of $9,000,000 to the Fund as monetary consideration to the Settlement Class Members (the "Radiant Cash Connected Defendants' Settlement Amount").

ii. Subject to the terms and conditions set forth in this Agreement, Vivus Servicing, Ltd, and/or AS 4Finance, Ltd., or an affiliate on its behalf, will pay a total amount of $7,500,000 to the Fund as monetary consideration to the Settlement Class Members (the "Lendgreen Connected Defendants' Settlement Amount"), which such Amount may be delivered in care of the Lendgreen Connected Defendants' counsel by means of a wire transfer from its attorney client trust account.

b. Timing and Distribution of Monetary Consideration

i. Payments into the Escrow Account. Subject to approval by the District Court, the Fund shall be held in the Escrow Account. To effectuate each payment below, the Settlement Administrator must provide each of the Settling Defendants, through their respective counsel, a current and properly completed IRS Form W-9 pertaining to the Fund and wire transfer information (the "Required Fund Documents"), at least ten (10) days before each of the payment deadlines below. Monies will be placed into the Fund, subject to District Court oversight, by wire transfer, as follows:

1. MoneyLion Technologies Inc., or an affiliate on its behalf, will make a first installment of the Radiant Cash Connected Defendants' Settlement Amount into the Escrow Account within ten (10) business days after the entry of the Preliminary Approval Order in the Action and delivery of the Required Fund Documents have both occurred, provided the Preliminary Approval Order is consistent with this Agreement. The first installment will be in the amount of $230,000.00 and is to be used only by the Settlement Administrator for the purpose of carrying out the notice processes under this Agreement. This first installment will be credited to the remainder of the Radiant Cash Connected Defendants' Settlement Amount payment that is due after the Effective Date pursuant to the preceding paragraph. If the Settlement does not receive final approval, then the entity that made the first installment payment shall be entitled to an immediate refund of any portion of the first installment payment that the Settlement Administrator has not yet spent. If the Settlement does not receive final approval, then the Radiant Cash Connected Defendants shall be entitled to a credit of $230,000.00 in any subsequent settlement discussions with any of the Plaintiffs. The remainder of the Radiant Cash Connected Defendants' Settlement Amount shall be transferred into the Escrow Account, by wire payment, within ten (10) business days of the Effective Date.

2. Vivus Servicing, Ltd, and/or AS 4Finance, Ltd., or an affiliate on its behalf, shall deliver, either directly or in care of the Lendgreen Connected Defendants' counsel by transfer from its attorney client trust account, the payments comprising the Lendgreen Connected Defendants' Settlement Amount according to the following schedule: (a) a first installment in the amount of $100,000 shall be transferred into the Escrow Account within ten (10) business days after the entry of the Preliminary Approval Order in the Action and delivery of the Required Fund Documents have both occurred, provided the Preliminary Approval Order is consistent with this Agreement, which such funds may be used by the Settlement Administrator for the sole purpose of carrying out the notice processes required under this Agreement and the Preliminary Approval Order; (b) a second installment in the amount of $3,650,000 shall be transferred into the Escrow Account on or before April 7, 2026 in accordance with the same wire instructions provided with the Required Fund Documents preceding delivery of the initial $100,000 installment payment, where such funds shall remain unapplied and unencumbered until the Effective Date or, if the Effective Date never occurs, then until such time as these funds must be returned and fully refunded pursuant to Section 3.3(b)(ii) below; and (c) subject to Administrator's obligation to furnish the updated Required Fund Documents, a final installment for the remaining balance in the amount of $3,750,000 shall be

transferred into the Escrow Account on or before April 7, 2027, or within ten (10) business days following the Effective Date, whichever date occurs later, if at all.

ii. If the Settlement terms applicable to the Lendgreen Connected Defendants do not receive final approval such that the Effective Date under this Agreement will never occur, then the entity that made the installment payments for the Lendgreen Connected Defendants shall be entitled to an immediate refund of the full $3,650,000 second installment payment plus any portion of the first $100,000 installment payment that the Settlement Administrator has not yet used or applied, with such refund to be effectuated by a wire transfer to the attorney client trust account of the Lendgreen Connected Defendants' counsel. Furthermore, if the Settlement terms applicable to the Lendgreen Connected Defendants do not receive final approval, then the Lendgreen Connected Defendants shall be entitled to a credit in the amount of the already used portion of their first $100,000 installment payment in any subsequent settlement discussions with any of the Plaintiffs. Following the Effective Date, there shall be no further reverter of any monies paid into the Fund.

iii. Payments from the Escrow Account. Other than the first installment payments described above, which may be applied before the Effective Date for purposes of effectuating any notices required under this Agreement and/or the Preliminary Approval Order, the remaining settlement funds from the Escrow Account shall be distributed after the

Effective Date and as follows: first, to pay any service awards to Plaintiffs approved by the District Court and attorneys' fees and costs awarded by the District Court (except for any fees attributable to the Lendgreen Connected Defendants' Settlement Amount, which shall be paid to Class Counsel from the final installment payment due on or after April 7, 2027, as described in Section 3.3(b)(i)(2) above); second, to pay any other costs, fees, or expenses of notice and administration; and third, to pay Cash Awards. Cash Awards to eligible Settlement Class Members shall be determined based on the following amounts:

Tier 1: The dollar amount of all payments made by each Settlement Class Member in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, South Dakota, Vermont, Virginia, and Wisconsin so long as the Settlement Class Member fully repaid the principal amount of his or her loan.

Tier 2: The dollar amount of payments made above the identified interest limits if the original principal amount was repaid and if the Settlement Class Member resided in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Washington, Washington D.C., West Virginia, or Wyoming at the time the Settlement Class Member took out the loan; and

Tier 3: Settlement Class Members in Nevada and Utah will not receive cash payments.

For each eligible Settlement Class Member who took out more than one loan during the class period, his or her Cash Award shall be calculated by determining the Cash Award for each loan and adding them together.

iv. Distributions to the Settlement Class. Cash Awards shall be calculated and distributed to the eligible Settlement Class Members as follows:

1. *Pro Rata* Calculations. Each Settlement Class Member who repaid the principal amount borrowed and is in Tier 1 or Tier 2, shall be entitled to a Cash Award based on a proportionate calculation in consideration of their amounts paid. After calculation, Cash Awards shall be rounded down to the nearest cent. Cash Awards will be paid to eligible Settlement Class Members only if their total calculated Cash Award is equal to or greater than five dollars ($5.00).

2. Non-Automatic Payment for Certain Settlement Class Members. The Parties agree that Settlement Class Members who did not cash their checks in *Fitzgerald* will not be issued an automatic payment in this Settlement unless they affirmatively submit a request through an online portal to be created by the Settlement Administrator and made accessible through the settlement website, or in a separate writing submitted to the Settlement Administrator as part of the notice and approval process. The Parties further agree and expressly acknowledge that receipt of a cash payment from the Fund is not a condition to inclusion in the Settlement Class and that all Settlement Class Members shall continue to be bound by the Settlement and Final Approval Order following the Effective Date, including the release provisions described in Section IV below, even if the Settlement Class Member does not receive a cash payment from the Fund.

3. First Distribution of Cash Awards. Within 30 days after the Effective Date, the Administrator shall issue to each Settlement Class Member who is entitled to receive a Cash Award a payment from the net proceeds remaining in the Fund and in the proportionate amount corresponding to such Settlement Class Member's total Cash Award (the "Initial Cash Award Checks") at the most recent address shown in the LDF Tribal Corporations' electronic records, or as updated as a result of the *Fitzgerald* settlement as maintained by the Administrator, or as updated using the NCOA or any equivalent database. Settlement Class Members shall be advised that the Initial Cash Award Checks must be deposited or cashed within ninety (90) days of the postmarked date. On the forty-fifth (45th) day following the mailing of all Initial Cash Award Checks, the Administrator shall email all Settlement Class Members receiving a Cash Award for whom the Administrator has a valid email address a reminder to cash the Initial Cash Award Check. After ninety (90) days from the date of mailing, each Initial Cash Award Check shall become void.

4. Distribution of Second Installment Payment. Within 30 days after the final installment of the Lendgreen Connected Defendants' Settlement Amount is delivered to the Escrow Account, then the Settlement Administrator shall distribute the proceeds of that final installment along with any residual amounts attributable to Initial Cash Award Checks that were not timely cashed to first satisfy the outstanding

portion of Class Counsel's fee award attributable to the recovery of the Lendgreen Connected Defendants' Settlement Amount, and thereafter to distribute the remaining proceeds comprising the Fund by issuing and delivering additional checks (the "Second Cash Award Checks") to Settlement Class Members eligible to receive a Cash Award using the same procedures detailed in Sections 3.3(b)(iv)(3) above, except that no Second Cash Award Checks shall be issued or made to any Settlement Class Members who failed to cash their Initial Cash Award Check. All Settlement Class Members issued a Second Cash Award Check shall be advised that the Second Cash Award Checks must be deposited or cashed within ninety (90) days of the postmarked date. On the forty-fifth (45th) day following the mailing of all Second Cash Award Checks, the Administrator shall email all Settlement Class Members receiving a Second Cash Award Check for whom the Administrator has a valid email address a reminder to cash the Second Cash Award Check. After ninety (90) days from the date of this mailing, each Second Cash Award Check shall become void.

5. Inclusion of Uncashed Checks from *Fitzgerald*. Subject to approval of the United States District Court for the Western District of Virginia, the Settling Defendants do not object to the inclusion of the separate Uncashed *Fitzgerald* Checks as part of a distribution mailing in this Action. The Parties agree that including the separate Uncashed *Fitzgerald* Checks with any distribution mailings to the Settlement

Class Members resulting from this Settlement will benefit the Settlement Class because it will decrease the cost of administration as to the redistribution. Under no circumstances, will any of the funds attributable to the Uncashed *Fitzgerald* Checks be commingled with, or deposited into the same Escrow Account containing, any of the proceeds comprising the Fund under this Settlement.

6. Remaining Funds. After the void date has passed for the Second Cash Award Checks, Plaintiffs and the Administrator shall determine whether it is reasonable and feasible to make a third distribution to Settlement Class Members who cashed their previous Cash Award Checks. If it is determined by the Plaintiffs and the Administrator that it is reasonable and feasible, the Settlement Administrator shall then distribute the remaining proceeds comprising the Fund by issuing and delivering additional checks to Settlement Class Members eligible to receive a Cash Award using the same procedures detailed in Sections 3.3(b)(iv)(3)-(4) above, except that third distribution payments shall not be made in amounts less than two dollars ($2.00) and shall only issue to those Settlement Class Members who cashed both their Initial and Second Cash Award Checks. If a third distribution is not made, or if any residual funds otherwise remain in the Fund after a third distribution is made, then such residual funds shall be paid, with the approval of the District Court pursuant to the *cy pres* doctrine, to Feed More Food Bank. If Feed More Food Bank is no longer operating at

the time of the proposed *cy pres* distribution, then the Parties will negotiate a substitute 501(c)(3) non-profit *cy pres* recipient, which they will present to the Court for approval by motion. If the Parties cannot mutually agree on a substitute *cy pres* recipient, then they will raise the issue with United States Magistrate Judge Colombell consistent with the dispute resolution provision in Section VI below.

v. Monthly Reports Regarding Distribution of the Fund. Following the Effective Date, the Administrator will provide monthly reports to the Parties on the distribution of the Fund until such time as the Fund is fully paid to eligible recipients and depleted or distributed as set forth in this Section 3.3(b) and Section 5.2. The Administrator also shall notify counsel for the respective Parties in writing when settlement administration has been completed.

c. Injunctive Relief

i. The Radiant Cash Connected Defendants and Lendgreen Connected Defendants agree not to knowingly provide any capital, services, or other affirmative assistance to any of the LDF Tribal Corporations, as well as any of their known successors in interest, for a period of three (3) years following the Effective Date. Following the Effective Date, the Settling Defendants agree that they will not knowingly assist in the collection of any loans made by any of the LDF Tribal Corporations within the class period, including any attempted collections by third parties of loans made by any of the LDF Tribal Corporations within the class period.

3.4 Plaintiffs' Service Awards. No later than thirty (30) days before the Final Fairness Hearing, Plaintiffs may apply to the District Court for Plaintiffs' service awards of $10,000.00 each, totaling $240,000.00. The Settlement is not conditioned upon the District Court's approval of the service awards sought by Plaintiffs or any appellate review of the service awards. The service awards, if any, shall be paid to Plaintiffs by the Administrator from the Fund within twenty-one (21) business days of the Effective Date.

3.5 Attorneys' Fees and Costs. No later than thirty (30) days before the Final Fairness Hearing, Plaintiffs may apply to the District Court for an award of attorneys' fees and costs not to exceed one-third (1/3) of the total settlement amounts paid into the Fund by, or on behalf of, the respective Settling Defendants. Such attorneys' fees and costs will be paid from the Fund in an amount not to exceed one-third of the total monetary consideration delivered by, or on behalf of, any of the respective Settling Defendants under this Agreement and as approved by the District Court. The Settlement is not conditioned upon the District Court's approval of the attorneys' fees and costs sought by Plaintiffs or any appellate review of attorneys' fees and costs. The award of attorneys' fees and costs, if any, shall be paid to Class Counsel by the Administrator from the Fund within twenty-one (21) business days of the Effective Date, except the Parties agree that any fees awarded to Class Counsel related to the Lendgreen Connected Defendants will be paid from the second installment payment due on or after April 7, 2027, and not from the first installment payment due in 2026, which the Administrator shall promptly pay to Class Counsel from the Fund following receipt of the same. To be clear, no fees will be taken from any amounts attributable to the Uncashed *Fitzgerald* Checks.

3.6 Costs of Notice and Administration. Subject to the limitations described in Sections 3.3(b)(i)-(ii) above, all costs of notice and administration are to be paid from the Fund.

3.7 Total Payments to the Fund. In no event shall any of the Settling Defendants or other Released Parties be required to pay any amounts, costs or consideration beyond or separate from the respective amounts listed in Section 3.3(a), inclusive of (i) the amount of the Fund as monetary consideration to the Settlement Class; (ii) Class Counsel's attorneys' fees and/or litigation costs; and (iii) any other fees or costs associated with this Settlement.

3.8 Separate Performance by the Respective Settling Defendants. Plaintiffs, both on their own behalf and on behalf of the Settlement Class, acknowledge and agree that the promises, duties, rights, and obligations of the Radiant Cash Connected Defendants under this Agreement are separate and distinct from the promises, duties, rights, and obligations of the Lendgreen Connected Defendants herein. In no event shall the Lendgreen Connected Defendants be required to pay any amounts, costs, or consideration owing under this Agreement by any of the Radiant Cash Connected Defendants, and vice-versa; likewise, in no event shall any act of breach, repudiation, termination, or withdrawal by any of the Radiant Cash Connected Defendants under this Agreement (or any part thereof) be imputed to or enforceable against any of the Lendgreen Connected Defendants, and vice-versa. Any act of breach, repudiation, termination, or withdrawal, including any act of withdrawal under the below Section IX, by any of the Radiant Cash Connected Defendants herein shall not operate as an act of breach, repudiation, termination, or withdrawal by or with respect to the Lendgreen Connected Defendants, and vice-versa.

IV. RELEASES AND DISMISSAL

4.1 Release. Upon the Effective Date, the following releases shall be effective:

a. Radiant Cash Connected Released Parties. In consideration for the relief provided for herein, including, without limitation, the monetary contributions to the Fund made by or on behalf of the Radiant Cash Connected Defendants as described

in Section 3.3(a) of this Agreement, each Plaintiff and each Settlement Class Member, on behalf of themselves and their respective heirs, next-of-kin, trustees, executors, administrators, representatives, subrogees, conservators, guardians, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall, and hereby does, fully, finally and forever release and discharge the Radiant Cash Connected Released Parties from any and all rights, duties, obligations, demands, actions, causes of action, liabilities, claims, penalties, grievances, suits, losses, damages, costs, fees, expenses, disputes, and controversies whatsoever, whether arising under local, state, tribal, foreign, territorial or federal law (including, without limitation, under any consumer protection laws, unfair and deceptive practices laws, lending laws, and laws arising under or related to the Racketeer Influenced and Corrupt Organizations Act and/or any analogous rule, regulation, and statute), or whether arising in equity, or whether by constitution, statute, rule, regulation, any regulatory promulgation, contract, tort, common law, or any other theory of action, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, matured or un-matured, contingent or fixed, accrued or unaccrued, punitive or compensatory or remedial, choate or inchoate, liquidated or unliquidated, whether based on any fact known or unknown, from the beginning of time through the Effective Date, including without limitation, any and all such rights, duties, obligations, demands, actions, causes of action, liabilities, claims, penalties, grievances, suits, losses, damages, costs, fees, expenses, disputes, and/or controversies, that arise from or relate in any way to any

contracts, services, or other dealings with any LDF Tribal Corporation, or that arise from or relate to any LDF Tribal Corporation loan.

b. Lendgreen Connected Released Parties. In consideration for the relief provided for herein, including, without limitation, the monetary contributions to the Fund made by or on behalf of the Lendgreen Connected Defendants as described in Section 3.3(a) of this Agreement, each Plaintiff and each Settlement Class Member, on behalf of themselves and their respective heirs, next-of-kin, trustees, executors, administrators, representatives, subrogees, conservators, guardians, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall, and hereby does, fully, finally and forever released and discharged the Lendgreen Connected Released Parties from any and all rights, duties, obligations, demands, actions, causes of action, liabilities, claims, penalties, grievances, suits, losses, damages, costs, fees, expenses, disputes, and controversies whatsoever, whether arising under local, state, tribal, foreign, territorial or federal law (including, without limitation, under any consumer protection laws, unfair and deceptive practices laws, lending laws, and laws arising under or related to the Racketeer Influenced and Corrupt Organizations Act and/or any analogous rule, regulation, and statute) or whether arising in equity, or whether by constitution, statute, rule, regulation or any regulatory promulgation, contract, tort, common law, or any other theory of action, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, matured or un-matured, contingent or fixed, accrued or unaccrued, punitive or compensatory or remedial, choate or inchoate, liquidated or unliquidated, whether based on any fact known or

unknown, from the beginning of time through the Effective Date, including, without limitation, any and all such rights, duties, obligations, demands, actions, causes of action, liabilities, claims, penalties, grievances, suits, losses, damages, costs, fees, expenses, disputes, and/or controversies that arise from or relate in any way to any contracts, services, or other dealings with any LDF Tribal Corporation, or that arise from or relate to any LDF Tribal Corporation loan.

c. The releases set forth in this Section 4.1 constitutes a waiver of Section 1542 of the California Civil Code and any similar or comparable provisions, rights, and benefits conferred by the law of any state or territory of the United States or any jurisdiction, and any principle of common law, which provide:

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. Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally and forever all Released Claims, and in furtherance of such

intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts.

4.2 Scope and Effect of Releases; Third-Party Claims. If any of the Released Parties is later adjudged to owe any Non-Tribal Unreleased Party a duty to share in satisfying, or to otherwise reimburse, any portion of an eventual judgment or liability achieved or claimed by any of the Plaintiffs or Settlement Class Members that arises from or relates to an injury within the scope of the Released Claims, whether for contribution, indemnification, reimbursement, or any similar theory of third-party liability or apportionment of fault (a "Released Party Apportionment"), then the Plaintiffs and Settlement Class Members shall deem their underlying judgment(s) or the liability as to such Non-Tribal Unreleased Party to be satisfied and/or discharged to the extent of, and in the precise amount of, the Released Party Apportionment, leaving the remainder of their underlying judgment(s) and/or liability to be paid solely and exclusively by the applicable Non-Tribal Unreleased Party. It is the intent of the Parties that the scope and effect of the releases granted in favor of the Released Parties under this Agreement be construed and applied in a manner that is consistent with established principles governing piecemeal settlements in multi-defendant cases to ensure true closure and finality with respect to the Released Claims, including with respect to any non-settling tortfeasors excluded from the scope of the releases provided under Section IV of this Agreement. *See, e.g.*, *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963); *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).

4.3 Binding Nature of Releases. The duties, covenants, and other consideration granted by the Plaintiffs and the Settlement Class Members under this Agreement, including, without limitation, the releases and other related provisions set forth in this Section IV, shall apply to, and fully and forever bind, Plaintiffs and all Settlement Class Members as of the Effective Date

of this Settlement. Any Settlement Class Members who do not wish to be subject to and legally bound by the terms of this Agreement, including these releases, shall have the right to exclude themselves by way of the opt-out procedures set forth in Section 7.2 of this Agreement and the Preliminary Approval Order.

4.4 Dismissal. Upon entry of the Final Approval Order in the newly severed Action (and consistent with the terms therein), the Released Claims of Settlement Class Members shall be dismissed with prejudice, and, except as otherwise provided in the Final Approval Order or in this Agreement, without an award of fees or costs to any party.

4.5 The Non-Tribal Unreleased Parties. It is the intention of the Parties that the scope of the releases not apply to the Non-Tribal Unreleased Parties. Nothing herein shall be construed as a release of any claims as to the Non-Tribal Unreleased Parties or any other person or entity who is not a Released Party, including but not limited to the following non-exhaustive list of persons and/or entities who the Settling Defendants expressly agree and acknowledge are not Radiant Cash Connected Released Parties or Lendgreen Connected Released Parties under this Agreement: Dan Koetting, Jairo Perez, GDA Consulting Group, LLC, Benchmark Consulting and Management, LLC, Envision Management, LLC, KP Investment Group, LLC, Mark Koetting, Russell Myrick, MRC Consulting, LLC, PG2, LLC, Jesus Diaz, Oscar Rodriguez, Unified Analytics, LLC, National Techmark, Inc., Vesper International, Inc., Bridger Pacific Consulting, LLC, Winecrest, LLC, Brian A. Smith, Jacob J. Weeks, and Richard Clay.

V. NOTICE AND SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator. Subject to approval by the District Court, the Administrator shall be responsible for administering the Settlement in accordance with this Agreement and applicable orders from the Court. The Administrator may disburse money from the Fund only in accordance with this Agreement and applicable orders of the Court. The actions

of the Administrator shall be governed by the terms of this Agreement. The Parties shall provide information reasonably requested by the Administrator pursuant to this Agreement.

5.2 Costs of Notice and Administration. All costs of notice and administration are to be paid from the Fund and in accordance with the limitations set forth in Section 3.3(b)(i)-(ii) above. Under no circumstances will any Radiant Cash Connected Defendant, Radiant Cash Connected Released Party, Lendgreen Connected Defendant, or Lendgreen Connected Released Party be responsible for payment of any additional costs of notice and administration beyond or separate from their respective monetary contribution to the Fund.

5.3 Class Notice. Notice consistent with the due process requirements of Fed. R. Civ. P. 23 shall be provided within thirty (30) days following entry of the Preliminary Approval Order, as follows:

a. Direct Notice, substantially in the form attached hereto as Exhibit 1 or as modified by the District Court with the consent of all Parties, will be sent via electronic mail (email) to Settlement Class Members within thirty (30) days after the date of entry of the Preliminary Approval Order at the most recent email address shown in the data previously furnished by the LDF Tribal Corporations, for the loan at issue.

b. Direct Notice, substantially in the form attached hereto as Exhibit 1 or as modified by the District Court with the consent of all Parties, will be mailed, via first class mail, to Settlement Class Members whose email notice results in a bounce-back email. Mailing addresses will be run once through the NCOA, or any other postal address verification database that the Administrator deems proper, prior to mailing. Returned Direct Notices will be re-mailed if they are returned

within twenty (20) days of the postmark date of the Direct Notice and contain a forwarding address. No further e-mailed or mailed notice shall be required except as otherwise expressly provided herein.

c. The Administrator will establish and continue to maintain the Internet site at www.consumerloansettlement2.com, on which will be posted the Direct Notice as well as the public version of the Class Action Complaint; this Agreement; any motions and memoranda seeking approval of this Settlement, approval of attorneys' fees and costs, or approval of the Plaintiffs' service awards; any orders of the District Court relating to this Settlement; and any other information the Parties believe necessary and appropriate. The Direct Notice shall direct recipients to the location of the Internet site. The website shall make available a form that allows Settlement Class Members to update their mailing addresses; Settlement Class Members may also contact the Administrator by telephone or mail to update their mailing addresses. Within sixty (60) days after entry of the Preliminary Approval Order, the website shall allow Settlement Class Members to determine whether or not they are eligible for a Cash Award by entering their unique identifier (provided on the Direct Notice or available by calling the Administrator) and last name. The website shall be updated with the case materials referenced above within ten (10) days after the District Court's entry of the Preliminary Approval Order and shall remain active until at least 30 days after administration of the Settlement has concluded. The Parties shall have the right to audit the work of the Settlement Administrator at any time.

d. Because only the Administrator has access to and/or possession of the complete Class List as required by the terms of the settlement and final approval order issued in the *Fitzgerald* case, the Preliminary Approval Order shall direct that the Administrator will be responsible for providing the information needed to prepare any notices and mailings required under the Class Action Fairness Act ("CAFA") and, furthermore, that the Administrator will also be responsible for, ultimately, ensuring timely compliance with the same. Prior to sending out the final CAFA Notices, the Administrator shall first receive the approval of counsel for the respective Settling Defendants. The expense for the CAFA notice process shall be paid from the respective initial installment payments contributed to the Fund by or on behalf of the Settling Defendants following entry of the Preliminary Approval Order as set forth in Section 3.3(b) above. All approval dates will be set in accordance with the minimum notice requirements under CAFA.

5.4 Certification to the District Court. At least thirty (30) days before the Final Fairness Hearing, the Administrator and/or its designees shall file a declaration with the District Court verifying that all notices have been provided to the Settlement Class and all other entitled persons in accordance with this Agreement, the provisions of CAFA, and the District Court's Preliminary Approval Order.

VI. DISPUTE RESOLUTION

6.1 Dispute Resolution. The Parties agree to meet and confer in good faith regarding any dispute that may later arise relating to this Settlement or to administration of this Settlement following execution of this Agreement. Any dispute that cannot be resolved by the Parties shall be submitted, not earlier than thirty (30) days after written notice of the dispute was first given, to United States Magistrate Judge Mark Colombell for a recommendation. In the event any Party

disagrees with the recommendation from Judge Mark Colombell, the Party must file a motion in the Action to address the issue within ten (10) days of receiving the recommendation.

VII. PRELIMINARY APPROVAL ORDER AND FINAL FAIRNESS HEARING

7.1 Preliminary Approval Order. Class Counsel will seek the District Court's approval of this Settlement by filing an appropriate Motion for Preliminary Approval and seeking entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit 2. Class Counsel shall provide the Motion for Preliminary Approval to the Settling Defendants' respective counsel for review and comment at least five (5) full business days (excluding holidays) before filing.

7.2 Opt-Out/Requests for Exclusion from Settlement.

a. Requests for Exclusion. Prospective Settlement Class Members shall be given the opportunity to opt out of the Settlement Class. All requests by prospective Settlement Class Members to be excluded must be in writing and mailed to the Administrator, postmarked no later than forty-five (45) days before the Final Fairness Hearing. A valid written request for exclusion must be personally signed by the prospective Settlement Class Member and must include: (i) the name of this Action; (ii) the prospective Settlement Class Member's name, address and telephone number; and (iii) the following statement: "I request to be excluded from the class settlement in this case." No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class. Further, Settlement Class Members may not opt out as a group—meaning any request to opt out must only apply to the Settlement Class Member who is

seeking to opt out and must be transmitted to the Settlement Administrator in a package pertaining only to the Settlement Class Member who is seeking to opt-out. An example of a written request for exclusion that would be valid once completed, signed, and timely mailed to the Administrator is attached as Exhibit 4, and shall be published to the settlement website along with the other materials comprising the Internet Notice.

b. Delivery to Parties/Filing with District Court. The Administrator shall provide copies of the original requests for exclusion to the Parties by no later than five (5) days after the opt-out deadline. At least thirty (30) days before the Final Fairness Hearing, the Administrator shall file with the District Court a declaration that lists the names of each individual who provided a timely and valid opt-out request.

c. Effect. All prospective Settlement Class Members who timely exclude themselves from the Settlement Class will not be eligible to receive any consideration pursuant to this Agreement, will not be bound by any further orders or judgment in the newly severed Action, but will preserve their ability to independently pursue any individual claims they may have against the Released Parties. In the event of ambiguity as to whether a Settlement Class Member has requested to be excluded, the Settlement Class Member shall be deemed not to have requested exclusion.

7.3 Objections to Settlement.

a. Right to Object. Any Settlement Class Member who has not previously opted out as provided in Section 7.2 may appear at the Final Fairness Hearing to

argue that the Agreement should not be approved and/or to oppose the service awards to Plaintiffs. Any Settlement Class Member who wishes to object to the Agreement must file a written objection with the District Court no later than the date specified by subsection (b) of this section. Settlement Class Members who fail to timely file and serve written objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to any part of this Agreement, including, without limitation, the Settlement and binding releases provided for herein.

b. Deadline. Any such objection must be filed or submitted by mail to the District Court in a writing postmarked at least forty-five (45) days before the Final Fairness Hearing. Copies of all objections must also be mailed or e-mailed to the Administrator, who shall forward by email immediately upon receipt copies of the objections and all related papers to counsel for the Parties.

c. Content of Objections. All objections must include: (i) the name of this Action; (ii) the objector's name, address and telephone number; (ii) a sentence confirming that he or she is a Settlement Class Member; (iii) any factual basis and legal grounds for the objection to the Agreement; and (iv) a list of any prior cases in which the objector's counsel have objected to a class settlement. Counsel representing an objecting Settlement Class Member must enter an appearance in this Action.

d. The right to object to the Settlement must be exercised individually by a Settlement Class Member or through his or her attorney, and not as a member of a group, class, or subclass.

VIII. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

8.1 Final Approval Order. On a date to be set by the District Court, Plaintiffs will petition the District Court to enter the Final Approval Order in this Action in the form attached as Exhibit 3. The Final Approval Order proposed to the District Court will provide:

a. That the Action, for purposes of this Agreement, may be maintained as a class action on behalf of the Settlement Class;

b. That Plaintiffs fairly and adequately represent the interests of the Settlement Class;

c. That Class Counsel fairly and adequately represent Plaintiffs and the Settlement Class;

d. That the Direct Notice and Internet Notice satisfy the requirements of due process, the Federal Rules of Civil Procedure and any other applicable laws;

e. That the Settlement is fair, reasonable, and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Agreement, including the releases and related provisions contained in Section IV above;

f. That the Settlement represents a fair resolution of all claims asserted on behalf of the Settlement Class and fully and finally resolves all such claims;

g. That this Settlement should be, and is, approved;

h. The amounts of Plaintiffs' service awards;

i. Confirmation of the opt outs from the Agreement;

j. Overruling of objections, if any;

k. Dismissal of all claims and an injunction prohibiting all Settlement Class Members or their representatives or privies from bringing, joining, or continuing to

prosecute against the Released Parties any Released Claims and entering judgment thereon; and

l. Retention of limited jurisdiction over the Parties and the Settlement Class Members of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Agreement.

IX. TERMINATION OF SETTLEMENT

9.1 Non-Approval of Settlement. If the District Court declines to preliminarily or finally approve, or requires modification of, the Agreement or of the terms of preliminary or final approval, the Parties shall request that the Action be stayed as to the Settling Defendants for a period of thirty (30) days to allow the Parties to meet and confer with regard to how to address any questions raised and/or changes required to resolve the bases for denial of preliminary or final approval by the District Court, and/or to modify the Agreement or its terms for resubmission to the District Court for approval. If, within thirty-five (35) days after entry of the District Court's order denying preliminary or final approval, the Parties do not agree to modify the Agreement or terms for resubmission to the District Court for approval, the Radiant Cash Connected Defendants or Lendgreen Connected Defendants may jointly terminate the Agreement by providing written notice of this termination election to Plaintiffs or, if not a joint election, then the applicable group of Settling Defendants may unilaterally withdraw from this Agreement by providing written notice of their withdrawal election to all other Parties, and the remaining Parties may then proceed to modify the Agreement and thereafter seek approval of their separate and respective settlement as if the withdrawing group of Settling Defendants were never party to this Agreement. In such an event, nothing in this Agreement or filed in connection with seeking settlement approval shall be construed as an admission or concession of any fault, wrongdoing, or liability of any kind, nor will the Settling Defendants who have withdrawn from or terminated this Agreement, as applicable, be

estopped or otherwise precluded from challenging any of the allegations in further proceedings in the Action or any other action. Moreover, the Parties shall be deemed to have preserved all their rights or defenses with respect to any claims asserted against the withdrawing or terminating group of Settling Defendants as of the date that Plaintiffs initiated the Action and shall not be deemed to have waived any substantive or procedural rights of any kind. Likewise, in the event that this Agreement is approved without material modification by the District Court, but is later reversed or vacated on appeal, each of the Parties shall have the same rights as outlined above to withdraw from or terminate this Agreement and return to the *status quo ante* as of the date that Plaintiffs initiated the Action for all litigation purposes, as if no agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the Settlement Class. In such an event, the second installment payment previously delivered to the Fund by or on behalf of the Lendgreen Connected Defendants shall be promptly refunded in accordance with Section 3.3(b)(ii) above.

9.2 Right to Withdraw for Excessive Opt-Outs. If the number of putative Settlement Class Members who submit valid and timely opt-out request forms exceeds 500 members of the potential Settlement Class, then any of the Radiant Cash Connected Defendants and/or the Lendgreen Connected Defendants may withdraw from this Agreement in his, her, or its sole discretion, at which point, Plaintiffs and such withdrawing Party shall be returned to the status quo ante as to such withdrawing Party as of the time that Plaintiffs initiated the Action for all litigation purposes, as if no settlement had been negotiated or entered into with such withdrawing Party. If one or more of the Radiant Cash Connected Defendants and the Lendgreen Connected Defendants exercises this right to withdraw from this Agreement, it shall provide Class Counsel with written notice of this election no later than twenty (20) days after the opt-out deadline. The withdrawal

from this Settlement pursuant to this section shall not affect the Settlement's validity, enforceability, or terms as to the remaining Parties, if any. If Vivus Servicing, Ltd. and AS 4finance, Ltd. withdraw pursuant to this Section, then each of the Lendgreen Connected Defendants shall be deemed to have withdrawn pursuant to this Section, and if the second installment payment has already been remitted to the Fund on behalf of the Lendgreen Connected Defendants, then it shall be promptly refunded in accordance with the provisions of Section 3.3(b)(ii) above.

X. TAX TREATMENT OF THE FUND

10.1 The dollar amounts of the Fund held in the Escrow Account shall be deemed to be in the custody of the Court until the Effective Date. After that date, the funds in the Escrow Account shall belong to the beneficiaries of the Settlement, for the payment of attorney's fees and costs, taxes (if any), Plaintiffs' service awards, and funding of Cash Awards to Settlement Class Members. Such funds shall not escheat and shall remain subject to the jurisdiction of the Court until such time as the money in the Fund shall be disbursed pursuant to the terms of this Agreement, or further Order of the Court.

10.2 The Fund shall be established and maintained in accordance with Treasury Regulation §1.468B-1 et seq. by the Settlement Administrator subject to the terms of this Agreement and the Court's Preliminary Approval Order and, thereafter, the Court's Final Approval Order. The Parties agree that the Escrow Account housing the monetary consideration comprising the Fund is intended to be maintained as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph, including, if applicable, the "relation-back election" (as defined in Treas. Reg. §

1.468B-1) back to the earliest permitted date. Such election, if applicable, shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the sole responsibility of the Settlement Administrator to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to occur.

a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B promulgated thereunder, the "administrator" shall be the Settlement Administrator, who shall be responsible for timely and properly filing, or causing to be filed, all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Fund deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Those tax returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on income earned on the Funds deposited in the Escrow Account (if any) shall be paid out as provided in this Agreement. Notwithstanding this obligation, the Parties agree that the Fund will not earn income.

b. All Taxes shall be paid out of the Fund.

c. Taxes (if any) shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent and/or Administrator out of the Fund without prior order from the Court, and the Escrow Agent and the Administrator shall be obligated

(notwithstanding anything herein to the contrary) to withhold from distribution to eligible Settlement Class Members any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(1)(2)).

d. Settlement Class Members shall provide any and all information that the Settlement Administrator may reasonably require or that is required by applicable law regarding Taxes and filings and reporting for Taxes, before any distributions are made to Settlement Class Members as contemplated hereby, and the Settlement Administrator may, without liability to the Settlement Class Members, delay those distributions unless and until such information is provided in the form required by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to minimize the disclosure and submission burden on Settlement Class Members.

XI. MISCELLANEOUS PROVISIONS

11.1 Further Assurance. Each of the Parties shall execute all documents and perform all acts requested of them by each other that are reasonably necessary and proper to effectuate the terms of this Agreement.

11.2 No Admission of Liability. It is expressly recognized and accepted by Plaintiffs that each of the Radiant Cash Connected Defendants and Lendgreen Connected Defendants have denied and continue to deny any allegations or claims of wrongdoing, liability, and/or fault whatsoever, and that the Radiant Cash Connected Defendants and Lendgreen Connected Defendants are settling solely to avoid the cost, distraction, and inconvenience of further litigation.

11.3 Evidentiary Preclusion. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement: (a) is or may be deemed to be

or may be used as an admission of, or evidence of, the validity of any claim, or of any wrongdoing or liability of any of the Radiant Cash Connected Defendants and/or Lendgreen Connected Defendants; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Radiant Cash Connected Defendants and/or Lendgreen Connected Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal or forum. In addition, except for purposes of demonstrating the validity of this Agreement or its terms, neither the fact of, nor any documents relating to, any of the Radiant Cash Connected Defendants and/or Lendgreen Connected Defendants' withdrawal from the Agreement, any failure of the District Court to approve the Agreement, and/or objections or interventions may be used as evidence for any purpose whatsoever. Any of the Radiant Cash Connected Defendants, the Radiant Cash Connected Released Parties, the Lendgreen Connected Defendants, and/or the Lendgreen Connected Released Parties may file this Agreement in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, and if ever in receipt of a claim or demand that may be a Released Claim asserted by a person suspected of being a Settlement Class Member, then the Released Party in receipt of such claim or demand may notify the Administrator and Class Counsel, who shall then update the Released Party regarding the same. The Final Approval Order submitted for entry by the Court under this Settlement shall reflect this obligation of the Administrator.

11.4 Consent to Jurisdiction for Enforcement. The Radiant Cash Connected Defendants and Lendgreen Connected Defendants agree that for settlement purposes only, and

without waiving any objections or arguments in this or any other case, including as to personal jurisdiction, to submit to the jurisdiction of the United States District Court for the Eastern District of Virginia for the sole and limited purpose of enforcement of the Agreement. It is expressly agreed and understood that this limited jurisdictional waiver shall not in any way operate to waive, prejudice, or impair any defenses or other challenges and arguments regarding jurisdiction if the Settlement that is the subject of this Agreement does not ultimately receive final approval. The Preliminary Approval Order submitted for entry by the Court in connection with this Settlement shall expressly acknowledge that all such jurisdictional defenses have been preserved.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties with respect to the settlement of the Action as to the Settling Defendants and the Released Parties. This Agreement supersedes all prior negotiations and agreements. The Parties, and each of them, represent and warrant that no other party or any agent or attorney of any of the Parties has made any promise, representation, or warranty whatsoever not contained in this Agreement and the other documents referred to in this Agreement to induce them to execute the same. The Parties, and each of them, represent and warrant that they have not executed this Agreement, or the other documents referred to in this Agreement, in reliance on any promise, representation or warranty not contained in this Agreement and the other documents referred to in this Agreement.

11.6 Confidentiality. Subject to order of the District Court, any and all drafts of this Agreement and other settlement documents relating to the negotiations between the Parties will remain confidential and will not be disclosed or duplicated except as necessary to obtain preliminary and/or final court approval. This provision will not prohibit the Parties from

submitting this Agreement to the District Court in order to obtain preliminary and/or final approval of the settlement.

11.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Parties.

11.8 Immediate Suspension of Proceedings. The Parties agree that the Action shall be severed as to the Radiant Cash Connected Defendants and Lendgreen Connected Defendants for purposes of effectuating this Settlement. Plaintiffs shall move the Court to sever the Action accordingly, and the Settling Defendants shall not oppose such motion. After the Action has been severed, then the Parties shall request that the newly severed Action be stayed with respect to all non-settlement related case activities and/or deadlines to allow the Settlement to be completed, while maintaining the status quo and current procedural posture of the case pending final approval.

11.9 Competency of the Parties. The Parties, and each of them, acknowledge, warrant, represent, and agree that in executing and delivering this Agreement, they do so freely, knowingly, and voluntarily, that they had an opportunity to and did discuss its terms and their implications with legal counsel of their choice, that they are fully aware of the contents and effect of this Agreement, and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever.

11.10 Authority. Each Party warrants that he, she, or it is authorized to sign this Agreement.

11.11 Modification. No modification of or amendment to this Agreement shall be valid unless it is in writing and signed by all Parties hereto or agreed to on the record in the District Court.

11.12 Construction. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the Agreement shall not be construed against any of the Parties. Before declaring any provision of this Agreement invalid, the District Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the District Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph.

11.13 No Waiver. The failure of any of the Parties to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any of the Parties thereafter to enforce that provision or each and every other provision. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other breach.

11.14 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

11.15 Notices/Communications. All requests, demands, claims, and other communications hereunder shall: (a) be in writing; (b) delivered by U.S. mail and electronic mail;

(c) be deemed to have been duly given on the date received; and (d) be addressed to the intended recipient as set forth below:

If to Plaintiffs or the Settlement Class:

Kristi C. Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, Virginia 22030
email: kkelly@kellyguzzo.com

If to the Radiant Cash Connected Defendants:

David M. Gettings
TROUTMAN PEPPER LOCKE LLP
222 Central Park Avenue, Ste. 2000
Virginia Beach, Virginia 23462
Telephone: 757.687.7747
Facsimile: 757.687.7510
Email: dave.gettings@troutman.com

If to the Lendgreen Connected Defendants:

Michael D. Stinson
DORSEY & WHITNEY LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498
Telephone: (612) 492-6624
Email: stinson.mike@dorsey.com

And

Charles K. Seyfarth (as to Defendant Mark Bettiol only)
O'HAGAN MEYER
411 East Franklin Street, Suite 500
Richmond, Virginia 23219
Telephone: (804) 403-7132
Email: cseyfarth@ohaganmeyer.com

Each Party may change the address to which requests, demands, claims, or other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

11.16 Counterparts. This Agreement may be executed in one or more counterparts and,

if so executed, the various counterparts shall be and constitute one instrument for all purposes and shall be binding on each of the Parties that executed it, provided, however, that none of the Parties shall be bound unless and until all Parties have executed this Agreement. For convenience, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals, and digitally verified e-signatures (*e.g.*, through Docu-Sign) may also suffice.

11.17 Cooperation. The Parties, and their respective counsel, agree to cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement; to obtain final approval of the Settlement; and to otherwise ensure that a fully effective final approval of the Settlement occurs, in a manner consistent with this Agreement.

[The remainder of this page is left blank intentionally – signature page(s) to follow]

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January 13, 2026 By: Jeffrey Bradby
Jeffrey Bradby (Jan 13, 2026 12:35:11 EST)
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026 By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026 By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026 By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026 By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026 By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026 By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026 By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026 By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026 By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026 By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January 13, 2026

By: Kimberly Webb
Kimberly Webb (Jan 13, 2026 10:22:01 EST)
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January 13, 2026

By: Ashley Hicks (Jan 13, 2026 10:54:37 PST)
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January 14, 2026

By: Ronald Shores (Jan 14, 2026 14:44:53 PST)
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January 13, 2026

By: Rachael Simpson
Rachael Simpson (Jan 13, 2026 09:00:21 PST)
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026 By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026 By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026 By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026 By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026 By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026 By: _____
Rachael Simpson
Plaintiff

Dated: January 14, 2026 By: Martin Rowland (Jan 14, 2026 12:18:31 PST)
Martin Rowland
Plaintiff

Dated: January ____, 2026 By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026 By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026 By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026 By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026 By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026 By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026 By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026 By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026 By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026 By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026 By: _____
Martin Rowland
Plaintiff

Dated: January 13, 2026 By: Shelley Thomas (Jan 13, 2026 15:21:30 EST)
Shelley Thomas
Plaintiff

Dated: January ____, 2026 By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026 By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026 By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January 13, 2026

By: Angel Barragan (Jan 13, 2026 12:27:35 CST)
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January 15, 2026

By: Raymond DiGiorgio (Jan 16, 2026 08:58:05 EST)
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January 13, 2026

By: Justin Reagan
Justin Reagan (Jan 13, 2026 14:15:31 EST)
Justin Reagan
Plaintiff

Dated: January ____, 2026

By: _____
Kevin Savaski
Plaintiff

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed and agreed to the foregoing terms and conditions in this Stipulation and Agreement of Settlement on and as of the dates set forth below.

Dated: January ____, 2026

By: _____
Jeffrey Bradby
Plaintiff

Dated: January ____, 2026

By: _____
Kimberly Webb
Plaintiff

Dated: January ____, 2026

By: _____
Raymond DiGiorgio
Plaintiff

Dated: January ____, 2026

By: _____
Ashley Hicks
Plaintiff

Dated: January ____, 2026

By: _____
Ronald Shores
Plaintiff

Dated: January ____, 2026

By: _____
Rachael Simpson
Plaintiff

Dated: January ____, 2026

By: _____
Martin Rowland
Plaintiff

Dated: January ____, 2026

By: _____
Shelley Thomas
Plaintiff

Dated: January ____, 2026

By: _____
Angel Barragan
Plaintiff

Dated: January ____, 2026

By: _____
Justin Reagan
Plaintiff

Dated: January 13, 2026

By: Kevin Savaski (Jan 13, 2026 13:36:34 CST)
Kevin Savaski
Plaintiff

Dated: January 13, 2026

By: 
Sandra Ray
Plaintiff

Dated: January ____, 2026

By: _____
David Eland
Plaintiff

Dated: January ____, 2026

By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026

By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026

By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026

By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026

By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026

By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026

By: _____
James Lawson
Plaintiff

Dated: January ____, 2026

By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026

By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026

By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026

By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026

By: _____
Sandra Ray
Plaintiff

Dated: January 13, 2026

By: _____
David Eland
Plaintiff

Dated: January ____, 2026

By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026

By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026

By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026

By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026

By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026

By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026

By: _____
James Lawson
Plaintiff

Dated: January ____, 2026

By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026

By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026

By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026

By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January 14, 2026 By: Diana Matthews (Jan 14, 2026 09:34:52 CST)
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January 13, 2026 By: David Ciotti (Jan 13, 2026 22:07:38 EST)
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January 13, 2026 By: Brad Smith
Brad Smith (Jan 13, 2026 12:21:52 CST)
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January 13, 2026 By: Channelle Howell (Jan 13, 2026 12:12:43 CST)
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January 13, 2026 By: Robin Brown
Robin Brown (Jan 13, 2026 11:38:01 PST)
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David iotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
hannelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January 13, 2026 By: Michael Waller
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James awson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta ewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January 14, 2026 By: James Lawson (Jan 14, 2026 12:26:23 EST)
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January 13, 2026 By: Huberta Lewis (Jan 13, 2026 13:37:26 MST)
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January 13, 2026 By: Melissa Melson (Jan 13, 2026 11:30:20 EST)
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January ____, 2026 By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026

By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026

By: _____
David Eland
Plaintiff

Dated: January ____, 2026

By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026

By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026

By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026

By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026

By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026

By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026

By: _____
James Lawson
Plaintiff

Dated: January ____, 2026

By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026

By: _____
Melissa Melson
Plaintiff

Dated: January 13, 2026

By: Jamie DiPino
Jamie Dipino
Plaintiff

Dated: January ____, 2026

By: _____
Gwendolyn Robinson
Plaintiff

Dated: January ____, 2026 By: _____
Sandra Ray
Plaintiff

Dated: January ____, 2026 By: _____
David Eland
Plaintiff

Dated: January ____, 2026 By: _____
Diana Matthews
Plaintiff

Dated: January ____, 2026 By: _____
David Ciotti
Plaintiff

Dated: January ____, 2026 By: _____
Brad Smith
Plaintiff

Dated: January ____, 2026 By: _____
Channelle Howell
Plaintiff

Dated: January ____, 2026 By: _____
Robin Brown
Plaintiff

Dated: January ____, 2026 By: _____
Michael Waller
Plaintiff

Dated: January ____, 2026 By: _____
James Lawson
Plaintiff

Dated: January ____, 2026 By: _____
Huberta Lewis
Plaintiff

Dated: January ____, 2026 By: _____
Melissa Melson
Plaintiff

Dated: January ____, 2026 By: _____
Jamie Dipino
Plaintiff

Dated: January 13, 2026 By: Gwendolyn Robinson (Jan 13, 2026 14:02:26 CST)
Gwendolyn Robinson
Plaintiff

APPROVED AS TO FORM:

Kelly Guzzo PLC

By: _____
Kristi C. Kelly
Attorney for Plaintiffs
Dated: January 15, 2026

TROUTMAN PEPPER LOCKE LLP

By: _____
David M. Gettings
Attorney for the Radiant Cash Connected Defendants
Dated: January ___, 2026

O'HAGAN MEYER

By: _____
Charles K. Seyfarth
Attorney for Mark Bettiol
Dated: January ___, 2026

DORSEY & WHITNEY LLP

By: _____
Michael D. Stinson
Attorney for AS 4finance, Ltd., Vivus Servicing, Ltd., and Mary Jo Walker
Dated: January ____, 2026

EXHIBIT 1

Return Address Box 123
Return City, ST 12345-6789

E1234 0000001 P01 T00001 **********5-DIGIT 12345



John Q. Sample
123 Any Street
Any Town, PA 12345-6789



If You Obtained a Loan from L.D.F. Business Development Corporation, LDF Holdings, LLC, Lendgreen, LendUMo, Zfunds, Makwa Financial, Brightstar Cash, National Small Loan, Bear Claw Lending and Stone Lake Lending, Sky Trail Cash, Loan at Last, Nine Torches, Bridge Lending Solutions, Lakeshore Loans, UbiCash, Cash Aisle, MitigCapital, Avail Blue, Evergreen Services, Blue River Lending, Quick Help Loans (Greenline), or Radiant Cash,

You Could Get a Cash Payment from a Settlement.

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

- Read this Notice. It summarizes your rights and provides you with information regarding a proposed nationwide Class Action settlement ("Settlement") against a number of individuals and entities alleged to have been involved in the making and collecting of online loans originated by the lending entities listed above associated with the Lac de Flambeau Band of Lake Superior Chippewa Indians (the "Tribe"), which are referred to here as the LDF Lending Companies. The settling defendants listed below are known here as the Settling Defendants.

- In December 2024, the U.S. District Court for the Western District of Virginia in the case *Fitzgerald, et al. v. Wildcat, et al.*, No. 3:20-cv-00044-NKM-JCH (W.D. Va.) approved a class settlement to resolve claims brought on behalf of all individuals who obtained a loan from any of the LDF Lending Companies, between July 24, 2016, and October 1, 2023 (the "Settlement Class"), against certain entities and individuals alleged to be involved in the LDF Lending Companies' operations. The previous settlement in the *Fitzgerald* case is referred to in this Notice as the "First LDF Settlement." Following the First LDF Settlement, an additional lawsuit was brought in the U.S. District Court for the Eastern District of Virginia against certain additional entities and individuals alleged to have also been involved in the LDF Lending Companies' operations, but who were not party to the First LDF Settlement. The Lawsuit claimed that the defendants participated in an enterprise to offer loans through the LDF Lending Companies at annual interest rates greater than what is permitted by state law. The Settling Defendants have denied and continue to deny all allegations or claims of wrongdoing made against them.

- The Settling Defendants have agreed to the terms of the proposed Settlement that is the subject of this Notice. As part of the proposed Settlement, the Settling Defendants will refrain from knowingly providing any services relating to the origination or collection of any consumer loans issued by any of the LDF Lending Companies and will also contribute $16,500,000 to a settlement fund to be distributed to the Settlement Class in accordance with the terms of the proposed Settlement and based on applicable state laws and the amounts paid on their class-period loans. The complete terms of the proposed Settlement are available at the Settlement website, www.consumerloansettlement2.com. You may also obtain further information about the Settlement at the following telephone number 1-(XXX)-XXX-XXXX, or by contacting Class Counsel.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a Settlement Class Member and may be eligible for a cash payment. You will give up rights to ever sue the Released Parties identified in the Settlement for legal claims relating to your LDF Lending Company consumer loan(s).
EXCLUDE YOURSELF	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights to bring, or to become part of, another lawsuit against any of the Released Parties for the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, you may write to the Court in the Lawsuit about why you don't like the proposed Settlement or why the Court should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed nationwide Settlement that will be considered by the United States District Court for the Eastern District of Virginia in Richmond, Virginia (the "Court"). The Settlement must be approved by the Court.

The Plaintiffs' claims are being settled in the United States District Court for the Eastern District of Virginia in the Lawsuit styled, *Jeffrey Bradby, et al. v. Vivus Servicing, Ltd., et al.*, Case No. 3:26-cv-XXXXX (RCY) (E.D. Va.).

2. WHAT IS THIS LAWSUIT ABOUT?

The claims involved in the Settlement arise out of loans made in the name of the LDF Lending Companies. The Settling Defendants who have agreed to resolve the claims under the proposed Settlement are individuals and entities alleged to have been affiliated with the lending operations of Radiant Cash or Lendgreen.

Plaintiffs allege the Settling Defendants worked with the LDF Lending Companies, the Tribe's officials, and other non-tribal participants, and violated federal and various state laws by making and collecting loans with annual interest rates in excess of the amount allowed by state laws. Plaintiffs sought to prevent the Settling Defendants from providing these services to the LDF Lending Companies and monetary damages.

The Settling Defendants vigorously deny any wrongdoing or liability. Among other defenses, they assert that they did not make these loans, that the loans are legal because the rates and terms were authorized under the laws of the Tribe, that the Tribe owns and operates the LDF Lending Companies, and because the borrowers each explicitly agreed that tribal law governed their loan(s).

Important case documents may be accessed at the Settlement website, **www.consumerloansettlement2.com.**

3. WHY IS THIS A CLASS ACTION?

In a class action case or proceeding, one or more people, called class representatives, bring an action on behalf of other people who have similar claims. All of the people who have claims similar to the class representatives are a class or class members, except for those who exclude themselves from the class. Here, the Plaintiffs have filed a lawsuit and negotiated the proposed Settlement on behalf of the members of the Settlement Class and against the Settling Defendants who were alleged to have been involved with the lending operations of the LDF Lending Companies.

4. HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class and would be affected by the Settlement if you obtained a loan from any of the LDF Lending Companies between July 24, 2016, and October 1, 2023.

If you received this Notice, you have been identified as a member of the Settlement Class and will be a Settlement Class Member unless you exclude yourself.

5. WHAT DOES THE SETTLEMENT PROVIDE?

The Settling Defendants have agreed to provide the following benefits and others more fully described in the underlying Stipulation and Agreement of Settlement (referred to herein as the "Settlement Agreement"), which is available for you to review at the Settlement website, **www.consumerloansettlement2.com**:

Monetary Consideration: A $16,500,000.00 ($16.5 million) fund will be created from contributions by the Settling Defendants to provide cash payments to the Settlement Class after paying any service awards to the named Plaintiffs, attorneys' fees, and the costs of providing notice and administering the Settlement. If the Court approves the Settlement, and if you are entitled to any

monetary compensation from the Settlement, then one or more payments for your portion (a "Cash Award") will be automatically issued to you, provided you cashed your check from the First LDF Settlement. **If you were entitled to payment pursuant to the First LDF Settlement, but did not cash your check in the *Fitzgerald* case, then you will not be issued a cash payment for this Settlement unless you affirmatively submit a request for payment to the Settlement Administrator**. You can make this request online at the Settlement website, www.consumerloansettlement2.com, by emailing the Settlement Administrator at info@consumerloansettlement2.com with "Request for Payment" in the subject line or by mail to the Settlement Administrator at P.O. Box ####, City, State #####-####. Please provide your name, Notice ID, current mailing address, and email address or telephone number with your request.

If you are entitled to a payment, then the amount of your Cash Award will depend on what you paid in principal and/or what you paid in interest above your state's legal limits, as well as the amount of money available in the Settlement Fund. The list of the rates by state used in the Settlement is available at the Settlement website, **www.consumerloansettlement2.com.** The amount of each Cash Award will only represent a proportionate share of the recovery (because the total in settlement funds available will not be enough to pay everyone for the full amount paid on their loan). You may visit the Settlement website to determine if you would receive a payment, and you can contact the Administrator, using the contact information below, to get an estimate of the amount you likely would receive if the Settlement is approved. The payments made as part of this Settlement are in addition to the payment(s), if any, that you may have previously received as part of the First LDF Settlement.

The Settlement Administrator will mail all checks to the same address as this Notice, so please update your address if you move.

Payments are based on the laws of your state of residence at the time you took out the covered loan. You will **not** receive a cash payment, but will receive the other benefits of the Settlement, if you:

- Did not make any payments on your loan with the LDF Lending Companies; or
- Lived in Arizona, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, South Dakota, Vermont, and Virginia, and did not make payments above the principal of your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Washington, Washington D.C., or Wyoming and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada, which have no interest rate restrictions.

Other Benefits: In addition to their monetary contributions, the Settling Defendants will also agree not to knowingly provide any capital, services, or other affirmative assistance to any of the LDF Lending Companies, as well as any of their known successors-in-interest, for a period of three (3) years, and will not knowingly assist in the collection of any loans made by any of the LDF Lending Companies within the class period, including any attempted collections by third parties of loans made by any of the LDF Lending Companies within the class period, regardless of whether you have made any payments on those loans.

Future Recoveries: It is possible that you will also receive additional cash payments and/or benefits from claims being pursued against certain non-settling defendants in connection with this matter or other related lawsuits.

6. WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?

Nothing, provided that you cashed your check as part of the First LDF Settlement. ***If you are entitled to a cash payment and cashed your check from the First LDF Settlement***, then the Settlement Administrator will issue you a payment automatically approximately 90 days after the Court grants final approval to the Settlement and any appeals are resolved. ***If you are entitled to a cash payment and DID NOT cash your check from the First LDF Settlement***, you must affirmatively request payment from the Settlement Administrator in order to receive any cash payment to which you might otherwise be entitled. You can go online to **www.consumerloansettlement2.com** or call [1 (XXX)-XXX-XXXX] to make this request.

The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move. You can contact the Settlement Administrator using the contact information listed below if your address has changed.

For information about whether you will qualify for a cash payment, go to **www.consumerloansettlement2.com** or call [1-(XXX)-XXX-XXXX]

7. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or any of the other Released Parties described in the Settlement Agreement concerning the Released Claims. This means that you will not be able to pursue or recover any additional money from the Released Parties described in § 2.17 and § 2.21 of the Settlement Agreement beyond the benefits of this Settlement. The Settling Defendants include defendants Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, Mark Bettiol, MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia,

Staying in the Settlement Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you. The complete Release and definition of Released Parties can be found in the Settlement Agreement, which is available on the Settlement website at **www.consumerloansettlement2.com**.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from this Settlement, you must send an "Exclusion Request" to the Administrator by mail. You may download a form to use from the Settlement website or you may send your own opt-out letter to the Administrator, which must include:

- The name of this Lawsuit: "*Jeffrey Bradby, et al. v. Vivus Servicing Ltd., et al.*, No. 3:25-cv-XXXXX (RCY) (E.D. Va.)"
- Your full name, address, and telephone number,
- The last four digits of your social security number, or the name of the relevant LDF Lending Company with which you had a loan and your corresponding loan or account number,
- A clear statement that you want to be excluded: "I request to be excluded from the class settlement in this case," and
- Your Signature.

Your Exclusion Request must be **postmarked** by no later than _____, 2026, and mailed to: Bradby Settlement, c/o Settlement Administrator, P.O. Box ####, City, State #####-####.

You may not make an Exclusion Request for or on behalf of any person or member of the Settlement Class other than yourself.

9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than excluding yourself from the Settlement.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Court. The Court and Class Counsel will consider your views carefully.

To object, you must send a letter stating your views to each of the parties listed below:

COURT
Clerk of the Court
United States District Court
Eastern District of Virginia
701 East Broad Street
Richmond, VA 23219

SETTLEMENT ADMINISTRATOR
Bradby Settlement
c/o Settlement Administrator
P.O. Box ####
City, State #####-####

You should include the docket number on the envelope and letter you file with the Court: "EDVA USDC Case No. XXX (RCY)".

All objections must comply with the requirements in the Court's Preliminary Approval Order and include:

- Your name, address, telephone number and e-mail address,
- Your loan or account number (if you know it) with the relevant LDF Lending Company,
- A sentence confirming that you are a Settlement Class Member,

- The factual basis and legal grounds for the objection to the Settlement, and
- A list of all prior cases in which you and your counsel (if represented) have objected to a class settlement. Counsel representing an objecting Settlement Class Member must enter an appearance in the Lawsuit. If you want to appear personally at the hearings, you must state that in your Objection.

Objections must be filed with the above Court in the Lawsuit by no later than Month ##, 2026 and served on Class Counsel and all other counsel of record for the Settling Defendants so that they are postmarked by no later than Month ##, 2026.

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement.

The Eastern District of Virginia will hold a final hearing on the fairness of the Settlement on _____, 2026 at ##:00 a.m. in the courtroom of Judge Roderick C. Young of the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Court will consider them at that time. The hearing may be rescheduled without additional direct notice. Please check **www.consumerloansettlement2.com** to stay informed about the date and time of the hearing.

11. Do I have to come to the hearing?

No. But you are welcome to come at your own expense. If you mailed your completed written objection on time, the Court will consider it. You may also retain a separate lawyer other than Class Counsel to appear on your behalf at your own expense.

12. Do I have a lawyer in the case?

Yes. The Court has appointed the following law firm and its affiliated attorneys listed below as Class Counsel to represent you and all other members of the Settlement Class:

Kristi C. Kelly, Andrew J. Guzzo, Casey Nash, J. Patrick McNichol, and Matthew G. Rosendahl
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel are permitted to ask the Court for an award of attorneys' fees not to exceed one third of the monetary consideration under the Settlement, which will not exceed $5.5 million. The amounts awarded by the Court for attorneys' fees and costs, and/or for Plaintiff service awards will reduce the amount of the Fund available for distribution to Settlement Class Members.

Class Counsel will ask the Court to approve a $10,000 service award payment to each of the twenty-four individual Plaintiffs in the Lawsuit. The Plaintiffs made substantial contributions in the prosecution of the Lawsuit for the benefit of the Class. The Court will ultimately decide how much the individual Plaintiffs will be paid.

14. How do I get more information?

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting **www.consumerloansettlement2.com**, by contacting the Settlement Administrator at 1-###-###-#### or administrator@xxxxxx.com, or by contacting Class Counsel at ###-###-#### or classcounsel@xxxxxxxx.com.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGES, THE DEFENDANTS OR THE DEFENDANTS' COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

EXHIBIT 2

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

JEFFREY BRADBY, *et al.*, on behalf of themselves and all individuals similarly situated,	)	
Plaintiffs,	)	
	)	Civil Action No. _____
v.	)	
Vivus Servicing Ltd., *et al.*,	)	
Defendants.	)	

[PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson (collectively, the "Plaintiffs"), on behalf of themselves and all others similarly situated, have moved the Court for preliminary approval of a proposed class action settlement with Defendants Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, Mark Bettiol, MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia (collectively, "Defendants"; and Defendants and Plaintiffs, together, the "Parties"). The terms and conditions of the settlement are set forth in the Stipulation and Agreement of Settlement filed with the Court on _____, 2026 ("Settlement Agreement") as an exhibit to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion").[1]

[1] All capitalized terms used in this Order have the meanings set forth in the Settlement Agreement.

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

1. This Preliminary Approval Order incorporates the Settlement Agreement, and the capitalized terms used herein, unless stated otherwise, shall have the meanings and/or definitions given to them in the Settlement Agreement, as if fully set forth in this Order.

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

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

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

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

4. The Court preliminarily finds that, for settlement purposes and conditioned upon the entry of this Order, the Final Approval Order, and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure

have been satisfied. Based on the record and proceedings herein, including that the Settling Defendants have not opposed the Plaintiffs' certification Motion without waiving their right to do so in the future if the Settlement were to not be finally approved (which such rights have been expressly preserved), the Court finds, in the sole and specific context of this Settlement and for settlement purposes only, that the following requirements are met:

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

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

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

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

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

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

5. The Court finds that the Settlement falls within the range of reasonableness because, among other reasons, it provides for meaningful remediation relative to the merits of Plaintiffs' claims and the Settling Defendants' defenses in that Settlement Class Members will obtain substantial injunctive relief in addition to substantial monetary relief that will result in cash payments to the Settlement Class Members from a common fund based on the Settlement Class

Members' respective states of residence and payments made on their disputed loan(s). The Settlement also has key indicia of fairness in that significant information exchange and litigation had been undertaken by the Parties, and settlement negotiations occurred at arm's length, including multiple rounds of settlement discussions and participation in multiple in-person settlement conferences before United States District Court Magistrate Judge Mark Colombell over the course of many months.

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

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

CLASS NOTICE AND SETTLEMENT ADMINISTRATION

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

9. The Court appoints American Legal Claims Services, LLC, as the Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating Notice to the Settlement Class; (b) handling returned e-mail notice and mail delivered to members of the Settlement Class; (c) fielding inquiries about the Settlement Agreement; (d) receiving and maintaining Settlement Class member correspondence regarding requests for exclusion; (e) establishing a Settlement website with relevant case documents to which members of the Settlement Class may refer for information about the Settlement; (f) establishing an Escrow Account to house the monetary proceeds comprising the Settlement Fund, which shall be maintained as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1; and (g) carrying out such other responsibilities as are provided for in the Settlement Agreement or as may otherwise be agreed to by the Parties.

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

11. The Court further directs the Settlement Administrator to establish the Settlement Website as set forth in the Settlement Agreement, which shall be active within ten (10) days after the Court enters this Preliminary Approval Order and shall remain active until at least thirty (30) days after administration of the Settlement has concluded.

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

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

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

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

REQUESTS FOR EXCLUSION

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

16. Any request for exclusion or opt out must be postmarked on or before the Opt-Out Deadline of _____ [*45 days prior to the Final Fairness Hearing*]. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Court retains jurisdiction to resolve any disputed exclusion requests, although in the event of an ambiguity as to whether a Settlement Class Member has requested to be excluded, then the Settlement Class Member shall be deemed not to have requested exclusion.

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

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

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

20. Any Settlement Class Member who does not submit a valid and timely request for exclusion shall be bound by all the terms and provisions of the Settlement Agreement, including, without limitation, the Release provisions set forth under Section IV therein, and shall also be subject to, and bound by, the Final Approval Order and corresponding Final Judgment, whether or not such Settlement Class Member objected to the Settlement.

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

OBJECTIONS

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

a. the name of this Action;

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

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

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

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

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

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

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

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

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

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

FINAL FAIRNESS HEARING

27. A Final Fairness Hearing shall be held on [DATE] at [TIME] [*no earlier than 120 days from the date of Preliminary Approval Order*] before this Court at 701 East Broad Street Richmond, VA 23219. During the Final Fairness Hearing, the Court will consider and determine: (1) whether the Settlement Agreement should be finally approved pursuant to Rule 23 of the Federal Rules of Civil Procedure as fair, reasonable, and adequate; (2) whether any objections to the Settlement Agreement should be overruled; (3) whether and to what extent Class Counsel's request for attorneys' fees and costs and for service awards to the Class Representatives should be approved; and (4) whether a judgment finally approving the Settlement Agreement should be entered. The date of the Final Fairness Hearing may be continued by the Court from time to time without the necessity of further direct notice to the Settlement Class.

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

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

STAY OF LITIGATION

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

OTHER PROVISIONS

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

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

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

jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

34. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection with the Settlement Agreement shall also become null and void, shall be of no further force and effect, and the Parties' rights, arguments, and defenses, including specifically, and without limitation, any challenges to the Court's jurisdiction or the propriety of class certification under Fed. R. Civ. P. 23, shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Roderick C. Young
United States District Judge

EXHIBIT 3

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

JEFFREY BRADBY, *et al.*, on behalf of themselves and all individuals similarly situated,	)	
Plaintiffs,	)	Civil Action No. _____
v.	)	
VIVUS SERVICING LTD., *et al.*,	)	
Defendants.	)	

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ENTRY OF JUDGMENT

This matter comes before the Court on the Motion for Final Approval of the Settlement and Final Certification of the Settlement Class ("Final Approval Motion") filed by Plaintiffs Jeffrey Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson (collectively, the "Plaintiffs"), on behalf of themselves and the preliminarily certified Settlement Class.

The Court has reviewed the papers filed in support of the Final Approval Motion, the Settlement Agreement filed with Plaintiff's Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Class, and all supporting exhibits and declarations thereto, as well as the Court's Preliminary Approval Order. The Court held a Final Fairness Hearing on _____, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement.

Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, reasonable, and adequate.

Accordingly, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

1. This Final Approval Order and Judgment hereby expressly incorporates the Settlement Agreement and the Preliminary Approval Order, both of which are hereby made part of this Order and Judgment as if fully set forth and restated herein. Unless otherwise provided, the capitalized terms used in this Order shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and the Settlement Agreement.

2. This Court has jurisdiction over the Settlement, including, without limitation, all matters relating to the administration, interpretation, effectuation, and enforcement of the Settlement, the Settlement Agreement, and this Final Approval Order and Judgment.

FINAL CERTIFICATION OF THE SETTLEMENT CLASS AND APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVES

3. In the Preliminary Approval Order, this Court previously and conditionally certified, for settlement purposes only, a Settlement Class defined as follows:

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

4. Certification of the Settlement Class is hereby affirmed as the final Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. For the reasons set forth in the Preliminary Approval Order, and which are expressly incorporated herein by reference, the Court finds, on the record before it, that the Action, for purposes of this Settlement, may be maintained as a class action for the benefit of the certified Settlement Class.

5. In the Preliminary Approval Order, this Court previously appointed the following Plaintiffs as Class Representatives for the absent members of the Settlement Class: Jeffrey

Bradby, Kimberly Webb, Raymond DiGiorgio, Ashley Hicks, Ronald Shores, Rachael Simpson, Martin Rowland, Shelley Thomas, Angel Barragan, Justin Reagan, Kevin Savaski, Sandra Ray, David Eland, Diana Matthews, David Ciotti, Brad Smith, Channelle Howell, Robin Brown, Michael Waller, James Lawson, Huberta Lewis, Melissa Melson, Jamie Dipino, and Gwendolyn Robinson, and the Court hereby affirms that appointment, finding, on the record before it, that the Class Representatives will continue to be able to adequately represent the interests of the Settlement Class.

6. In the Preliminary Approval Order, this Court previously appointed the law firm of Kelly Guzzo PLC as Class Counsel for the conditionally certified Settlement Class and hereby reaffirms that appointment, finding on the record before it that Class Counsel will continue to be able to adequately and fairly represent the interests of the Settlement Class.

CLASS NOTICE

7. The record shows, and the Court finds, that Class Notice has been provided to the Settlement Class in the form and manner approved by the Court in its Preliminary Approval Order. The Court again finds that such Notice constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Action and the terms of the Settlement Agreement, their rights to exclude themselves from the Settlement or to object to any part of the Settlement, their rights to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of this Final Approval Order and Judgment, whether favorable or unfavorable, on all persons who did not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all persons or entities entitled to received notice; and (iv) notice that fully satisfies the requirements of the

United States Constitution (including the Due Process Clause), Federal Rules of Civil Procedure 23(c)(2(B) and 23(e)(1), and any other applicable law.

8. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to the Settlement Class Members to participate in the Final Fairness Hearing, it is hereby determined that all Settlement Class Members except those who timely opted out, as identified in the list attached as **Exhibit A** hereto, are bound by the provisions of the Settlement Agreement and this Final Approval Order and Judgment, including, without limitation, the release provisions of Section IV of the Settlement Agreement incorporated herein. No persons who otherwise fall within the definition of the certified Settlement Class as defined above, other than those listed in Exhibit A, are excluded from the Settlement Class, from the terms of the Settlement Agreement, or from the effect of this Final Approval Order and Judgment.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

9. Pursuant to Rule 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement, the Settlement Agreement, the benefits to the Settlement Class Members, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiffs' claims and any defenses of the Defendants, and are in full compliance with all applicable requirements of due process, the Federal Rules of Civil Procedure, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with

each Settlement Class Member bound by the terms of the Settlement Agreement, including the release provisions therein.

10. Specifically, the Court finds that the Settlement is fair, reasonable, and adequate given the following factors, among others:

a. This Action was complex and time consuming and would have continued to be so through summary judgment and/or trial if it had not settled;

b. The Settling Defendants have denied all allegations and claims of wrongdoing or liability and have indicated their intent to continue to zealously and vigorously pursue all available defenses and related arguments in the litigation had it not settled, including, without limitation, jurisdictional defenses and arguments;

c. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Action while negotiating the Settlement;

d. The monetary and injunctive relief provided for by the Settlement is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to verdicts as to jurisdiction, liability, and damages, and includes cash payments from the proceeds of the $16.5 million Settlement Fund to Class Members who qualify based on the amounts they paid and the applicable state law;

e. The Settlement was the result of arm's-length good faith negotiations and exchange of information by experienced counsel, while also involving a neutral mediator; and,

f. The reaction of the Class to the Settlement has been positive, as evidenced by the fact that only ____ potential class members timely requested to opt out and [no / __] Settlement Class Members objected to the Settlement.

11. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

MONETARY CONSIDERATION AND INJUNCTIVE RELIEF

12. The Court approves the Parties' plan to distribute the Cash Awards to Settlement Class Members as set forth in the Settlement Agreement, which the Court finds to be fair, reasonable, and adequate under the circumstances in accordance with the requirements of Rule 23 of the Federal Rules of Civil Procedure.

13. The Court also approves as fair, reasonable, and adequate, the scope of the injunctive relief set forth in the Settlement Agreement, pursuant to which the Settling Defendants have agreed not to knowingly provide any capital, services, or other affirmative assistance to any of the LDF Tribal Corporations, as well as any of their known successors in interest, for a period of three (3) years following the Effective Date, and, furthermore to not knowingly assist in the collection of any loans made by any of the LDF Tribal Corporations within the class period, including any attempted collections by third parties of loans made by the LDF Tribal Corporations within the class period.

14. The relief provided by the Settlement is significant. In addition to the injunctive relief described above, all Settlement Class Members who have made qualifying payments on their loans will also be eligible to receive a Cash Award. These Cash Awards will be in addition to the cash payments and other monetary and non-monetary benefits, including across-the-board loan cancellations, that Settlement Class Members already received from the recent nationwide class settlement in *Fitzgerald v. Wildcat*, Civil Action No. 3:20-cv-00044-NKM-JCH (W.D. Va.), which the United Stated District Court for the Western District of Virginia approved in December 2024. Further, Class members will receive these benefits under the Settlement

without having to prove any harm or take any other affirmative actions, such as submitting a claim form.

DISMISSAL OF CLAIMS AND INCORPORATION OF RELEASES

15. This Action and all the Released Claims of each of the Plaintiffs and the Settlement Class Members are hereby DISMISSED WITH PREJUDICE, and judgment shall be entered with respect to each of the Released Claims in favor of each of the Lendgreen Connected Defendants (Vivus Servicing Ltd, AS 4finance Ltd, Mary Jo Walker, and Mark Bettiol) and Radiant Cash Connected Defendants (MoneyLion Technologies Inc., Diwakar Choubey, and Richard Correia) accordingly and without a further award of any fees or costs to any Party.

16. Pursuant to the Settlement Agreement, as of the Effective Date of this Settlement, the Releases set forth in the Settlement Agreement shall have full force and effect and are now hereby fully binding against the Settlement Class and each of the Settlement Class Members thereof.

17. If any of the Released Parties under the Settlement is ever in receipt of a claim or demand that may be a Released Claim asserted by a person suspected of being a Settlement Class Member, then the Released Party in receipt of such claim or demand may notify the Administrator and Class Counsel, who shall then update the Released Party regarding the same.

AWARD OF ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS

18. At the conclusion of a successful class action, class counsel may apply to a court for an award of attorneys' fees. *See* Fed. R. Civ. P. 23(h). Pursuant to the Settlement Agreement, Class Counsel may request reasonable attorneys' fees and reimbursement of costs to be paid from the Fund, provided that the total amount requested does not exceed one third of the Fund provided to Settlement Class Members.

19. Because this is a common fund case, it is appropriate to employ a percentage of the fund method for calculating a proper fee award. When a representative party confers a substantial benefit upon a class, counsel is entitled to attorneys' fees based on the benefit obtained. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also, e.g.*, *Blackburn v. A.C. Israel Enters.*, No. 3:22-cv-146-DJN, ECF No. 228 (E.D. Va. Mar. 7, 2024); *Milbourne v. JRK Residential America, LLC*, No. 3:12-cv-861-REP, ECF No. 324 (ED. Va. Jan. 4, 2017); *Mayfield v. Memberstrust Credit Union*, No. 3:07-cv-506-REP, ECF No. 22 (E.D. Va. Nov. 7, 2008); *Conley v. First Tennessee*, No. 1:10-cv-1247-JFA, ECF No. 37 (E.D. Va. Aug. 18, 2011); *Lengrand v. Wellpoint*, No. 3:11-cv-333-HEH, ECF No. 42 (E.D. Va. Nov. 13, 2012).

20. No class member or Government entity has objected to Class Counsel's request.

21. The Court, having reviewed the declarations, exhibits, and points and authorities submitted in support of and opposition to Class Counsel's request for attorneys' fees and reimbursement of costs, approves the award of attorneys' fees and costs to Class Counsel in the amount of _____ ("Fee and Expense Award"). The Court finds that the Fee and Expense Award is reasonable and appropriate under all the circumstances presented.

22. The Settlement Agreement also provides that Plaintiffs may request a Service Award to be paid from the Fund, provided such awards do not exceed [$10,000 / _____] for each Class Representative.

23. Courts routinely grant service awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation. *See, e.g.*, *Manuel v. Wells Fargo Bank*, No. 3:14-cv-238-DJN, 2016 WL 1070819, at *6 (E.D. Va. Mar. 15, 2016) (explaining that service awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk

undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general"). Here, the Court finds that the requested Service Awards are reasonable and within the range of awards granted by courts in this and other circuits. *See, e.g.*, *id.* (approving $10,000 award); *Blackburn*, No. 3:22-cv-146, ECF No. 228 (E.D. Va. Mar. 7, 2024) (approving $15,000 awards); *Lemus v. H & R Block Enters. LLC*, No. 09-cv-3179, 2012 WL 3638550, at *5-6 (N.D. Cal. Aug. 22, 2012) (same). Moreover, these Service Awards are justified by the time and effort expended by the Class Representatives on behalf of the Settlement Class Members and the risk each assumed in bringing this action. Accordingly, the Court finds that each of the Class Representatives shall be awarded [$10,000 / ____] for their efforts, to be paid from the Fund.

24. The Court further notes that the percentage of requested attorneys' fees and reimbursement of costs and the dollar amount of the Service Awards was included in the notice materials disseminated to the Settlement Class.

25. The award of attorneys' fees and costs and the Service Awards shall be paid from the Settlement Fund, as set forth in the Settlement Agreement.

26. The distribution plan for issuing payments from the Fund to the Settlement Class after accounting for the above deductions and as set forth in the Settlement Agreement is approved for implementation. After all distributions are made and the final void date for check negotiation as provided for in the Settlement Agreement has passed, then the Parties' chosen *cy pres* recipient, Feed More, a nonprofit organization, is approved for receiving the remaining balance of the Fund, if any, and the Administrator may distribute the remainder of the Fund to such *cy pres* recipient without need for any further order of this Court.

OTHER PROVISIONS

27. The Court has jurisdiction to enter this Final Approval Order and Judgment. Without in any way affecting the finality of this Final Approval Order and Judgment, and by consent of the Parties, the Court expressly retains exclusive and continuing jurisdiction over the Settlement and the Settlement Agreement, including all matters relating to the administration, consummation, validity, enforcement, and interpretation of the Settlement Agreement or the Final Approval Order and Judgment, including without limitation, for the purpose of:

a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims, or causes of action resolved by or that otherwise arise out of the Settlement Agreement, or this Final Approval Order and Judgment (including any person's status as a Settlement Class Member);

b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate this Final Approval Order and Judgment, or the Settlement Agreement, or to ensure the fair and orderly administration of the Settlement; and

c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, and this Final Approval Order and Judgment.

28. Without affecting the finality of this Final Approval Order and Judgment, the Settling Defendants, each Settlement Class Member, and the Administrator hereby irrevocably submit to the exclusive jurisdiction of the Court for the limited purpose of any suit, action, proceeding, or dispute regarding the enforcement, meaning, application and/or effect of this Settlement Agreement. The Court expressly acknowledges that the Settling Defendants' jurisdictional waiver for Settlement related purposes is limited and shall not in any way operate

to later waive, prejudice, or impair, any defenses or other challenges and arguments regarding jurisdiction if this Final Approval Order and Judgment is ultimately reversed or vacated on appeal, which such jurisdictional defenses, challenges, and arguments shall be expressly preserved.

29. The Parties and the Administrator are each hereby directed to carry out each of their respective duties and obligations under the Settlement Agreement and in accordance with its terms.

30. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement as are consistent with this Final Approval Order and Judgment that do not limit the rights of the Settlement Class Members under the Settlement Agreement.

31. In the event that the Settlement becomes null and void, certification of the Settlement Class shall be automatically vacated and this Final Approval Order and Judgment, as well as all other orders entered and releases delivered in connection with the Settlement Agreement, shall be vacated and shall become null and void, shall be of no further force and effect, and the Parties' rights, arguments, and defenses, including specifically, and without limitation, any challenges to the Court's jurisdiction or the propriety of class certification under Fed. R. Civ. P. 23, shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

32. This Final Approval Order and Judgment is final for purposes of appeal and may be appealed immediately, and the Clerk is hereby directed to enter judgment thereon.

Let the Clerk file a copy of this Order electronically and notify all counsel of record.

It is so ORDERED, and JUDGMENT SHALL BE ENTERED ACCORDINGLY.

Dated: _____

_____
Hon. Roderick C. Young
United States District Judge

EXHIBIT A TO [PROPOSED] FINAL APPROVAL ORDER

[*Placeholder*]

EXHIBIT 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Case No. [SEVERED ACTION] (RCY)

EXCLUSION REQUEST FORM

Must be postmarked by _____, 2026



THIS IS NOT A CLAIM FORM. This form removes you from the settlement. If you submit this form, you will not be eligible for any benefits pursuant to the settlement, including a cash payment.

COMPLETE AND RETURN THIS FORM BY **_____, 2026,** only if you do **not** want to be part of the settlement of this case, or if you intend to file a separate lawsuit on your own for the claims alleged in this class action case. The attorneys who represent the class do not represent you with respect to any such claims if you exclude yourself.

BY COMPLETING THIS FORM, you are **excluding** yourself from participation in the settlement in this case, you will not receive any money if you are entitled. If you submit this form and want to obtain any money you will then have to file your own lawsuit. You may need to retain your own attorney. You must file your own lawsuit before time runs out to do so and you should consult your own attorney to make certain you file a complaint in the appropriate court within the time provided by the applicable statutes of limitations.

Section I: Exclusion

☐ I request to be excluded from the Class Settlement in *Jeffrey Bradby, et al. v. Vivus Servicing Ltd., et al.*, No. _____ (E.D. Va)

Section II: Contact Information

Full Name: _____

Current Address: _____

_____

_____

Phone Number: _____

Last Four Digits of SSN: _____

Section III: Signature

Signature: _____

Date: _____

Exclusion Request Forms must be mailed to:

Bradby Settlement
c/o Settlement Administrator
P.O. Box ####
City, State #####-####

Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Charlottesville Division

LORI FITZGERALD, *et al.*, *individually and on behalf of others similarly situated,* Plaintiffs, v. JOSEPH WILDCAT SR., *et al.*, Defendants.	Case No. 3:20-cv-00044 (NKM)

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC REGARDING DUE DILIGENCE IN NOTICING

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.

2. I am a Case Manager for American Legal Claim Services, LLC ("ALCS").

3. **CAFA Noticing:** On July 26, 2024, ALCS mailed, via certified mail, a Notice Pursuant to the Class Action Fairness Act of 2005 (the "CAFA Notice", attached hereto as Exhibit A), to the Attorneys General of the 49 states and the territory of Puerto Rico, the Attorney General of the United States, the District of Columbia's Corporate Counsel, the Attorney General for Guam, the Attorney General for American Samoa, the Attorney General for the United States Virgin Islands, and the Attorney General for the Northern Mariana Islands. The CAFA Notice package contained a cover letter on behalf of the Defendant(s) (attached hereto as Exhibit A) as well as a CD-ROM that included all exhibits referenced in the letter. The CAFA Notice package was emailed to the Attorney General for Nevada, as requested.

4. **Class List Receipt and Processing:** Prior to August 30, 2024, ALCS received and processed 20 different lists that contained loan information for consumer borrowers for 20 different lending entities. ALCS processed the mailing list ("Class List") and reviewed the data for duplicative class members. The original class list contained 1,466,438 class members with over 3.2 million loan records. On or about October 17, ALCS was notified of 21,533 additional class members that needed to be added to the Class List, making the count of class members 1,487,971 and nearly 3.4 million loan records. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate emailing and mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members. Additionally, processed the email addresses utilizing methodology to identify undeliverable emails and emails that would otherwise hinder the success of the email campaign,

5. **Initial Class Notice:** Prior to September 1, 2024, ALCS emailed the Notice of Class Action ("Notice") substantially in the form approved by the Court (attached hereto as Exhibit B) to 1,311,209 class members. Additionally, on August 30, 2024, ALCS commenced mailing the Notice to 155,344 class members that did not have a valid email address. Of the 1,311,209 emails sent, 18,549 were deemed undelivered. ALCS mailed Notices via First Class Mail to these class members whose email attempt was not successful. On October 25, 2024, ALCS mailed the Notice via First Class Mail (with updated Exclusion and Objection deadlines) to 21,533 newly identified class members.

6. **Returned Mail Handling:** ALCS processed the Notices that were returned by USPS. A minority of the mail included an updated address provided by USPS ("FOE"). For these, the class member addresses were updated, and the Class Notice was re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address ("UAA"). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. ALCS mailed Notices to 195,311 class members (176,877 Initial Notices plus the 18,549 undeliverable emails). Of the 195,311 mailed Notices, 41,180 were returned by USPS as of the date of this declaration. Of those 41,180 returned, 34,561 were remailed to updated addresses. Of the 34,561 remailed Notices, 5,037 Notices were returned. 11,656 Notices were deemed undeliverable.

7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration[1]:

   - Total Class Members: 1,487,971
   - Initial Notice of Class Action Settlement Successfully emailed: 1,292,660
   - Initial Notice of Class Action Settlement mailed via USPS: 195,311
   - Notice of Class Action Settlement returned by USPS: 41,180
   - Notice of Class Action Settlement remailed via USPS: 34,561
   - Notice of Class Action Settlement deemed undeliverable: 11,656
   - Percentage of Notice of Class Action Settlement deemed delivered: **99.22%**

8. **Exclusions:** The initial Notices instructed those who wish to opt out of the proposed settlement to mail a request for exclusion to the Settlement Administrator. They further stated that an opt out request must be postmarked no later than October 29, 2024. The Notice mailed to the newly identified class members on October 25, 2024 stated that an opt out request must be postmarked no later than November 27, 2024. ALCS has received 40 exclusion requests for this case as of the date of this declaration. A copy of each exclusion is attached hereto as Exhibit C.

9. **Objections:** The initial Notices instructed those who wish to object to the proposed settlement to mail a written statement of objection to both the Clerk of Court and the Settlement Administrator, postmarked no later than the Objection Deadline of October 29, 2024. The Notices mailed to the newly identified class members on October 25, 2024 stated that an Objection must be postmarked no later than November 27, 2024. ALCS has not received any Objections for this case.

[1] ALCS continues to receive and process mail, for which no forwarding address is available. The number of pieces of this type of mail will likely increase and the presumed delivery rate will be reduced as processing continues.

10. **Toll-Free Telephone/Email:** ALCS established a toll-free telephone line 800-348-2540 for Class members to contact with questions about the settlement or update their information. Class members could get additional information via an Interactive Voice Recording (IVR) message tree or request to be transferred to a live agent.

11. **Website:** ALCS provided a case website www.consumerloansettlement.com that provided further information as stated in the Notice. The website contained a copy of the Notice of Class Action translated to Spanish along with sections for important Court documents, key dates, and answers to frequently asked questions. Class members also had an opportunity to update their address online and view the estimated amount of monetary consideration they might receive under the settlement.

12. **Estimated Payments:** As defined in the Settlement Agreement, Cash Awards will be paid to Tier 1 or Tier 2 Settlement Class Members only if their calculated Cash Award is equal to or greater than two dollars ($2.00), if they haven't opted out of the settlement. Below is a breakdown of the estimated number of payments by payment amount range:

Estimated Payment	Count	Average Amount of Principal to be Forgiven	Aggregate Amount of Principal to be Forgiven
$1000.01 - $3597.41	61	$4,349.14	$265,297.42
$250.01 - $1000.00	4,991	$2,160.61	$10,783,592.66
$100.01 - $250.00	36,365	$1,456.81	$52,977,009.18
$50.01 - $100.00	81,109	$993.07	$80,546,917.74
$2.00 - $50.00	695,196	$579.38	$402,781,612.00
No Cash Payment	670,249	$675.34	$452,646,169.71
	1,487,971		$1,000,000,598.71

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on November 13, 2024, in Jacksonville, Florida.

Mark Unkefer

EXHIBIT C

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

JEFFREY BRADBY, *et al.*, *on behalf of themselves and all individuals similarly situated*,	)	
Plaintiffs,	)	
v.	)	Civil Action No. 3:26-cv-00633-RCY-MRC
VIVUS SERVICING, *et al.*,	)	
Defendants.	)	

DECLARATION OF KRISTI C. KELLY

I, Kristi C. Kelly declare:

1. My name is Kristi C. Kelly. I am over 21 years of age, of sound mind, capable of executing this declaration, and have personal knowledge of the facts stated herein, and they are all true and correct.

2. I am one of the attorneys working on behalf of the Plaintiffs in the above-styled litigation, and I am a founder and a partner of Kelly Guzzo, PLC, a law firm located at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Prior to January 15, 2014, I was an attorney and equity partner at Surovell Isaacs Petersen & Levy, PLC, a nineteen-attorney law firm with offices in Fairfax, Virginia. My primary office was 4010 University Drive, Suite 200, Fairfax, Virginia 22030. I also worked for Legal Services of Northern Virginia, focusing exclusively on housing and consumer law for approximately three years prior to Surovell Isaacs Petersen & Levy, PLC.

3. Since 2006, I have been and presently am a member in good standing of the Bar of the highest court of the Commonwealth of Virginia, where I regularly practice law. Since 2007, I have been and presently am a member in good standing of the Bar of the highest courts of the

District of Columbia and since 2014 of Maryland. I am also admitted in the United States District Courts for the District of Columbia and Maryland.

4. As this case demonstrates, my law firm is committed to representing the most vulnerable—and often overlooked—consumers. We work with various legal aid organizations to help identify areas of need, where our firm can "step up" and meet those needs through class action litigation or pro bono work. In addition to advocating for tenants, many of these cases also include seeking remedies for credit reporting errors or lending abuses. Kelly Guzzo was the co-recipient of the 2019 Frankie Muse Freeman Organizational Pro Bono Award by the Virginia State Bar Association.

5. I have taught numerous Continuing Legal Education programs for other attorneys in the areas of consumer law, including mortgage servicing abuses, dormant second mortgages, landlord tenant defense, dealing with debt collectors, credit reporting, defenses to foreclosure, discovery in federal court, resolving cases, and internet lending. I have taught these courses for various legal aid organizations, state and local bar associations, the National Consumer Law Center, the Consumer Federation of America, the National Council of Higher Education, and the National Association of Consumer Advocates at its various conferences. I was also a panelist for the Consumer Financial Protection Bureau and Federal Trade Commission on the issue of credit reporting. I have served as an adjunct professor at George Mason University's Antonin Scalia Law School, where I co-taught a course on federal consumer litigation.

6. My peers have recognized me as a Super Lawyer and Rising Star consistently for the past thirteen years, and I was selected as a Top 50 Women's Virginia Super Lawyer in 2023. Additionally, I was selected to be a member of the Virginia Lawyers Weekly "Leader in the Law," class of 2014, and Influential Women in the Law, class of 2020. I serve on the Board of Directors for the Legal Aid Justice Center and Housing Opportunities Made Equal. I am a former State

Chair for Virginia of the National Association of Consumer Advocates and Board of Directors of the Virginis Poverty Law Center. I am also currently a member of the Partners' Council for the National Consumer Law Center and Board of Directors of the National Association of Consumer Advocates.

7. I have also been appointed to the Merit Selection Panel for recommendation for the Magistrate Judge by the United States District Court Eastern District of Virginia, in both the Richmond and Alexandria Divisions.

8. My firm has litigated hundreds of consumer protection lawsuits in courts across the country. Several courts have recognized Kelly Guzzo's skill in the consumer protection arena. *See, e.g.*, Final Approval Hr'g Tr., *Campos-Carranza v. Credit Plus, Inc.*, No. 16-cv-120, at 5:3–7 (E.D. Va. Feb. 17, 2017) ("I think this is an extremely, as I say, extremely fair, reasonable, and adequate settlement. Again, the claims – and I think being generous on the time limit for the claims was also appropriate. So I have no difficulty in signing this order."); *Ceccone v. Equifax Info. Servs. LLC*, No. 13-1314, 2016 WL 5107202, at *6 (D.D.C. Aug. 29, 2016) ("Given these qualifications, and in light of Class Counsel's conduct in court and throughout these proceeding, this Court concludes that Class Counsel is qualified to prosecute the interests of this class vigorously."); *Dreher v. Experian Info. Sols., Inc*., No. 11-00624, 2014 WL 2800766, at *2 (E.D. Va. June 19, 2014) ("Dreher's counsel is well- experienced in the arena of FCRA class action litigation."); Fairness Hr'g Tr., *Burke v. Seterus, Inc*., No. 16-cv-785, at 9:19–22 (E.D. Va. 2017) ("Experience of counsel on both sides in this case is extraordinary. Ms. Kelly and Ms. Nash and their colleagues are here in this court all the time with these kinds of cases and do a good job on them.").

9. In each of the class cases where I have represented plaintiffs in a consumer protection case, including cases such as the instant case, the Court found me to be adequate class

counsel. *See Tsvetovat, v. Segan, Mason, & Mason, PC,* No. 1:12-cv-510 (E.D. Va.); *Conley v. First Tennessee Bank*, No. 1:10-cv-1247 (E.D. Va.); *Dreher v. Experian Information Solutions, Inc.*, No. 3:11-cv-624 (E.D. Va.); *Shami v. Middle East Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v. Friedman & MacFadyen*, No. 3:11-cv-20 (E.D.Va.); *Kelly v. Nationstar*, Case No. 3:13-cv-311 (E.D. Va.); *Thomas v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Fariasantos v. Rosenberg & Associates, LLC*, No. 3:13-cv-543 (E.D. Va.); *Morgan v. McCabe Weisberg & Conway, LLC*, No. 3:14-cv-695 (E.D. Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (E.D. Va.); *Bartlow, et al., v Medical Facilities of America, Inc.,* No. 3:16-cv-573 (E.D. Va.); *Blocker v. Marshalls of MA, Inc.,* No. 1:14-cv-1940 (D.D.C.); *Ceccone v. Equifax Info. Servs., LLC*, No. 1:13-cv-1314 (D.D.C.); *Jenkins v. Equifax Info. Servs., LLC*, No. 1:15-cv-443 (E.D. Va.); *Ridenour v. Multi-Color Corporation,* No. 2:15-cv-41 (E.D. Va.); *Hayes v. Delbert Services Corp.,* No. 3:14-cv-258 (E.D. Va.); *Campos-Carranza v. Credit Plus, Inc.,* No. 1:16-cv-120 (E.D. Va.); *Jenkins v. Realpage, Inc.*, No. 2:15-cv-1520 (E.D. Pa.); *Kelly v. First Advantage Background Services, Corp.*, No. 3:15-cv-5813 (D.N.J.); *Burke v. Seterus, Inc.,* No. 3:16-cv-785 (E.D. Va.); *Williams v. Corelogic Rental Property Solutions, LLC,* No. 8:16-cv-58 (D. Md.); *Clark v. Trans Union, LLC*, No. 3:15-cv-391 (E.D. Va.); *Clark v. Experian Information Solutions, Inc.*, No. 3:16-cv-32 (E.D. Va.); *Thomas v. Equifax Info. Servs., LLC*, No. 3:18-cv-684 (E.D. Va.); *Heath v. Trans Union, LLC*, No. 3:18-cv-720 (E.D. Va.), *Turner, v. ZestFinance, Inc.,* No. 3:19-cv-293 (E.D. Va.); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at *4 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*, No. 3:20-cv-717 (E.D. Va.); *Pang v. Credit Plus, Inc.,* No. 1:20-cv-122 (D. Md.); *Brown v. RP On-Site, LLC,* No. 1:20-cv-482 (E.D. Va.); *Brown v. Corelogic Rental Property Solutions, LLC*, No. 3:20-cv-363 (E.D. Va.); *Hengle v. Asner,* No. 3:19-cv-250 (E.D. Va.); *Gibbs v. Stinson,* No. 3:18-cv-676 (E.D. Va.); *Stewart v. Lexis Nexis Risk Data Retrieval Services, LLC,* No. 3:20-cv-903 (E.D. Va.); *Hill-Green v. Experian*

Information Solutions, Inc., No. 3:19-cv-708 (E.D. Va.); *Blackburn v. A.C. Israel Enterprises*, No. 3:22-cv-146 (E.D. Va.); *Meeks v. Equifax Info. Servs., LLC*, No. 3:21-cv-7727 (N.D. Ca.); *Perucci v. Hunter Warfield, Inc.*, No. 1:23-cv-872-WEF (E.D. Va.); *McAfee v. CIC Mortgage Credit, Inc.*, No. 3:22-cv-0772 (E.D. Va.); *Meehan v. Capital One, N.A.,* No. 1:22-cv-1073 (E.D. Va.); *McAfee v. MeridianLink, Inc.*, No. 3:23-cv-439 (E.D. Va.); *Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-498 (S.D. Cal.); *Meeks v. Consumer Adjustment Co., Inc.*, No. 3:21-cv-3266 (N.D. Cal.); *Fitzgerald v. Wildcat*, No. 3:20-cv-44 (W.D. Va.); *Simon v. Specialized Loan Servicing, LLC*, Case No. 1:23-cv-1159 (E.D. Va); *Begum v. Fair Collections & Outsourcing, Inc.*, No. 1:24-cv-893 (E.D. Va.); and *McKay v. Columbia Debt Recovery*, No. 1:25-cv-00520-WPB (E.D. Va.).

10. This case arises from the making and collection of high-interest loans from online lending companies owned by the LDF Business Development Corporation and its subsidiary, LDF Holdings, LLC (the "LDF Tribal Lending Entities"). The LDF Tribal Lending Entities were formed by the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Native American tribe (the "Tribe" or "LDF").

11. In December 2024, the United States District Court for the Western District of Virginia granted final approval to a class action settlement to resolve consumer lending claims arising from loans originated by various online lending entities purportedly owned by the LDF Tribal Lending Entities. *See Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dec. 17, 2024, Final Approval Order (Moon, J.). That class settlement included: (1) the cancellation of approximately $1,400,000,000.00 ($1.4 billion) in outstanding online consumer loans; and (2) the creation of a $37,350,000.00 ($37.35 million) common fund to be distributed to certain of those consumers who had remitted payments on their loans that were alleged to be unlawful.

12. Although the largest of its kind in this industry, this prior settlement did not resolve or release all claims arising from loans originated by the LDF Tribal Lending Entities. Instead,

Plaintiffs and their counsel have continued to seek additional relief through separate litigation against others alleged to be involved in the alleged tribal lending process.

13. The basic allegation against the Settling Defendants is that they participated in the origination, underwriting, funding, and/or collection of illegal tribal loans. After discovering the identities of the other alleged participants in *Fitzgerald*, Plaintiffs filed a case in January 2025 against the Settling Defendants and others who are not part of the settlement. *See Bradby v. Koetting*, No. 3:25-cv-026-RCY (E.D. Va.). Each Defendant named in the initial *Bradby* litigation—whether settling or non-settling—has vigorously defended against and denied Plaintiffs' claims, including by filing or preparing to file various responsive motions to dismiss or to otherwise compel arbitration that raised voluminous and complex legal challenges. *See, e.g.*, *Bradby*, ECF Nos. 61, 63, 65, 68, 71, 73, 75, 77, 79, 81, 83, 146.

14. During the pendency of this initial pleading and responsive motions stage, the parties to this now-severed case attended multiple settlement conferences with United States Magistrate Judge Mark R. Colombell. Through these in-person and remote settlement conferences, as well as countless additional communications, the parties in this severed case have entered into a Stipulation and Agreement of Settlement (the "Settlement Agreement").

15. The proposed Settlement affords substantial relief to class members, including the creation of a common fund in the amount of $16,500,000.00 ($16.5 million) to be distributed to consumers who repaid amounts alleged to violate applicable state lending laws, as well as injunctive relief in the form of the Defendants' agreement not to support any of the tribal lending entities (the "TLEs") or any related third-party debt collection activities for the tribal loans for a period of at least three (3) years.

16. The substantial relief created by the Settlement further builds on the relief approved by the United States District Court for the Western District of Virginia in *Fitzgerald* and uses the

same class definition from that prior settlement. The Settlement Agreement also largely tracks the language from settlements that courts have uniformly approved in previous tribal lending cases like this one.

17. The settlement itself was obtained through multiple rounds of discussions between the parties and, ultimately, before Judge Colombell. Judge Colombell assisted the parties in reaching this settlement that provides significant benefits to the Class Members while accounting for the challenges in the case. With Judge Colombell's oversight and guidance, this arm's-length agreement accounted for the risks to both sides and involved substantial concessions, despite each side's strong belief in the strength of their positions. During this process, material information and data was provided to Plaintiffs' Counsel, including financial information regarding certain Defendants' inability to pay.

18. There was significant work left to do in this litigation, including a contested class certification motion, expert witness practice, dispositive motions, and trial preparation, as well as likely appeals. There was also pending motions to dismiss at the time that could have been dispostivie of the entire case. As evidenced by similar cases, litigating those issues would have taken years. The Settlement avoids the time and uncertainty of that work. Given the significant consideration that the Settlement provides, the outcome is outstanding.

19. And while Plaintiffs' believe strongly in the merits of their claims, there are substantial risks associated with continued litigation. The Settling Defendants have disputed Plaintiffs' claims since the inception of this case and have raised several defenses, including factual disputes over the degree and nature of their alleged involvement in the claimed lending enterprise. In addition, the Settling Defendants have also raised numerous merits defenses, such as the Court's lack of personal jurisdiction over them, improper venue, and that the Complaint fails to state any claims against them. *Bradby*, ECF Nos. 81, 83, 146. If Settling Defendants were to ultimately

succeed on any of the defenses and arguments underlying these motions, or their anticipated motion to compel arbitration, then it could threaten to wipe away the availability of any class-wide relief. Put differently, the Settlement avoids a substantial risk that a loss on numerous different defenses could have resulted in no return to the class while still achieving a significant recovery.

20. The named plaintiffs in these related cases have been model class representatives. They have reviewed the complaint, kept informed of the motions to dismiss, and kept abreast of the mediation sessions. For more than a year, they have been actively involved in this case and put the classes' interests first, including to their detriment. Plaintiffs were also available for the settlement negotiations and were involved in negotiating and approving the settlement terms.

I declare under penalty of perjury of the laws of the United States that the foregoing is correct.

Signed this 15th day of July 2026.

/s/ Kristi C. Kelly
Kristi C. Kelly