

If you owned property repossessed by Nicholas Financial, Inc., you could get valuable benefits from a class-action settlement.

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

- You may be eligible to participate in a settlement with benefits, including money, the cancellation of certain debts, and the deletion of certain negative credit information from credit reports for certain persons to whom Nicholas Financial, Inc. (“NFI”) mailed a presale notice or a post-sale explanation.
- The settlement resolves a lawsuit over whether NFI sent proper notices to you in connection with attempting to collect your loan and repossessing and selling your property. This settlement avoids costs and risks to you from the lawsuit, provides benefits to borrowers like you, and releases NFI from liability.
- The two sides disagree on whether the borrowers could’ve won and on how much money they would’ve been entitled to had they won.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Consult your tax adviser about the tax issues associated with this settlement. Relief provided under this settlement, including money and debt reduction, may be subject to tax.

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

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 3
5. How do I know if I am part of the settlement?	
6. I'm still not sure if I am included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET	PAGE 4
7. What does the settlement provide?	
8. What can I get from the settlement?	
HOW YOU GET SETTLEMENT BENEFITS.....	PAGE 5
9. How can I get my settlement benefits?	
10. When would I get my settlement benefits?	
11. What am I giving up to get settlement benefits or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 5
12. How do I get out of the settlement?	
13. If I don't exclude myself, can I sue NFI for the same thing later?	
14. If I exclude myself, can I get benefits from this settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 6
15. Do I have a lawyer in this case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 7
17. How do I tell the Court that I don't like the settlement?	
18. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	PAGE 8
19. When and where will the Court decide whether to approve the settlement?	
20. Do I have to come to the hearing?	
21. May I speak at the hearing?	
GETTING MORE INFORMATION	PAGE 9
22. Are there more details about the settlement?	
23. How do I get more information?	

BASIC INFORMATION

1. Why did I get a notice?

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

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

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

The Court in charge is the Seventh Judicial Circuit Court for Clay County, Missouri, and the case is *Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02.

2. What is this lawsuit about?

The lawsuit claimed NFI violated statutory requirements for certain notices sent by NFI when attempting to collect Class Members' loans and repossessing and selling their property. You can read the claims in more detail in Defendant/Counterclaimant Jeremiah Gross's Amended Counterclaim in this notice. NFI denied all alleged liability and denied that it violated any of the statutory notice requirements at issue.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (Jeremiah Gross) sue for other people with similar claims. The people with similar claims are "Class Members," or collectively, the "Class." One court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. Circuit Judge Daniel White oversees this class action.

4. Why is there a settlement?

The parties disagree over who would have won and what Gross or the potential Class would've recovered if they had won. Gross believed he could recover 10% of the principal amount of his loan and the interest charge and other relief. NFI believed Gross and the Class were entitled to nothing. To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get money and other benefits. The Class Representative and the attorneys believe the settlement is fair and equitable for all Class Members.

WHO IS IN THE SETTLEMENT?

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

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

Per the settlement agreement, everyone who fits this description is a Class Member:

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

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

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-372-5657 or visit www.nficclassaction.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

NFI has agreed to provide the Class with settlement benefits valued over \$86,850,000, which include:

MONEY

NFI has agreed to create a \$750,000 fund to pay: (a) Class Members with their vehicles repossessed and sold by NFI; (b) the attorney's fees and expenses for representing the Class; and (c) Jeremiah Gross (Defendant/Counterclaimant) for his services as Class Representative. This amount is called the "Cash Fund." NFI has also agreed to assign its claims and rights against certain companies that provided it insurance for the claims made in this lawsuit. If claims against insurers are successfully prosecuted, Class Members will receive the money remaining from any recovery from the insurers after attorney's fees and costs are deducted.

DEFICIENCY WRITE-OFF

After the Effective Date (as defined in the Agreement) NFI will no longer seek to collect any money it claimed you owed after it repossessed property because of its claim you broke promises in your agreement with NFI. These outstanding amounts are called "Deficiency Balances," and NFI has agreed to eliminate these Deficiency Balances and close the accounts connected with them. The value of this benefit to the Class and the Deficiency Balances being eliminated is approximately \$86,100,000. This amount is called the "Deficiency Write-Off."

CREDIT BUREAU REPORTING

After the Effective Date, NFI will try to delete deficiency balance information from your credit report with the nationwide consumer reporting companies—Equifax, Experian, Innovis, and TransUnion—related to the Deficiency Balances.

QUESTIONS? CALL 1-800-372-5657, OR VISIT WWW.NFICCLASSACTION.COM

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any money and other benefits (including the Deficiency Write-Off) received from this settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this settlement might have tax consequences.

8. What can I get from the settlement?

Every Class Member will receive the benefits of the Deficiency Write-Off. The average payment Class Members will receive is not currently known. The payment you receive depends on the money you borrowed and the interest rate on your loan. More money might become available if Class Counsel pursues NFI's insurers and recovers from them.

HOW YOU GET SETTLEMENT BENEFITS

9. How can I get my settlement benefits?

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

10. When would I get my settlement benefits?

The Court will hold a hearing on **May 15, 2024, at 10:00 a.m.** to decide whether to approve the settlement. Even if Judge White approves the settlement, there may be appeals. It's always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You'll receive your payment if the settlement is approved and after that approval becomes a "final judgment" (i.e., after any appeals are resolved or the time for appealing has passed).

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

QUESTIONS? CALL 1-800-372-5657, OR VISIT WWW.NFICLASSACTION.COM

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying you want to be excluded from *Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02. Include your name, address, telephone number, last four digits of your Social Security Number, and the name of any other person on your agreement with NFI, along with your signature. The exclusion request must be signed by you **and by any co-borrower on your agreement**, unless the co-borrower is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of Class Members sign the letter. You must mail your exclusion request postmarked no later than **May 1, 2024**, to:

**NFI v Gross
c/o Settlement Administrator
P. O. Box 23369
Jacksonville, FL, 32241**

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

13. If I don't exclude myself, can I sue NFI for the same thing later?

No. Unless you exclude yourself, you give up any right to sue NFI for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **May 1, 2024**. Exclusion requests postmarked later than this date will not be honored.

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

No. But you may sue, continue to sue, or be part of a different lawsuit against NFI about the same claims made.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

16. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorney’s fees associated with the lawsuit since their investigation of claims against NFI in 2021. Class Counsel has not been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representative and Class Members. Class Counsel will ask the Court to approve payment of approximately 35% of the value of the settlement benefits to them for attorney’s fees and payment of \$10,000 to Jeremiah Gross for his services as Class Representative. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and to assist in the administration of the settlement and pay the costs to administer the settlement.

If Class Counsel sues NFI’s insurers, Class Counsel will do so on a contingent basis and will incur additional costs, expenses, and attorney’s fees associated with suing these insurers. Class Counsel will not be paid for their work or receive reimbursement for the expenses they incur or advance associated with suing NFI’s insurers. Class Counsel will ask the Court for up to 45% of any monetary recovery from NFI’s insurers.

OBJECTING TO THE SETTLEMENT

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

17. How do I tell the Court I don’t like the settlement?

If you’re a Class Member, you can object to the settlement if you don’t like any part of it. You can explain why you think the Court shouldn’t approve it. The Court will consider your views. To object, you must send a letter saying you object to *Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including loan documents) you rely upon to support your objection and identify any witnesses you plan to use at the Fairness Hearing (described below). If there is other evidence (e.g., documents) that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses about your objection, you must provide—with your objection—an expert report for each expert outlining the expert’s opinions and the facts and reasons for the expert’s opinions. You must also state whether you intend to appear at the Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in this form: “I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature).”

Mail the objection to the Court, to Class Counsel, and to NFI’s Counsel at the separate addresses below. Your objection must be postmarked no later than **May 1, 2024**:

COURT	CLASS COUNSEL	NFI’S COUNSEL
Circuit Clerk’s Office Attn: Judge White 11 S. Water St., Div. 9 Liberty, MO 64068	Martin L. Daesch Jesse Rochman Craig W. Richards OnderLaw, LLC 110 E. Lockwood Ave. St. Louis, MO 63119	Amy T. Ryan Jonathan R. Shulan Daniel R. O’Brien Armstrong Teasdale LLP 7700 Forsyth Blvd., Ste. 1800 St. Louis, MO 63105

QUESTIONS? CALL 1-800-372-5657, OR VISIT WWW.NFICLASSACTION.COM

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at **10:00 a.m. on May 15, 2024**, at the Seventh Judicial Circuit Court, Clay County, Missouri, 11 S. Water St. Division 9, Liberty, MO 64068. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge White will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We don't know how long these decisions will take.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You may speak either for or against the settlement. To speak for the settlement, you must send a letter saying it is your "Notice of Intention to

QUESTIONS? CALL 1-800-372-5657, OR VISIT WWW.NFICLASSACTION.COM

Appear in *Nicholas Financial, Inc. v. Jeremiah T. Gross*, Case No. 21CY-CV02148-02.” Include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your “Notice of Intention to Appear” must be postmarked no later than **May 1, 2024**, and be sent to the Circuit Clerk’s Office, Class Counsel, and NFI’s Counsel, at the three addresses provided above in section 17.

If you plan to speak at the Fairness Hearing to tell the Court you don’t like something about the settlement, you must submit an objection as detailed in section 17 above and include with that objection a statement that you intend to appear at the Fairness Hearing. The identity of any witnesses or experts you plan to present at the Fairness Hearing, with evidence you intend to present at the Fairness hearing, must also be included with your objection.

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

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to OnderLaw, LLC, Attn: Tracy Malloy, 110 E Lockwood, St. Louis, MO 63119, or by visiting www.nficlassaction.com.

23. How do I get more information?

You can call 314-227-7659; write to OnderLaw, LLC, Attn: Tracy Malloy, 110 E Lockwood, St. Louis, MO 63119; or visit the website www.nficlassaction.com, where you will find information to help you determine whether you are a Class Member.

EXHIBIT B

QUESTIONS? CALL 1-800-372-5657, OR VISIT WWW.NFICLASSACTION.COM