

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

DARLENE GIBBS, *et al.*, *on behalf of themselves
and all individuals similarly situated*

Plaintiffs,

v.

Civil Action No. 3:18-cv-676 (MHL)

MIKE STINSON, *et al.*,

Defendants.

DARLENE GIBBS, *et al.*, *on behalf of
themselves and all individuals similarly
situated,*

Plaintiffs,

v.

Civil Action No: 3:20-cv-632 (MHL)

ELEVATE CREDIT, INC.,

Defendant.

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This Class Settlement follows four years of litigation in multiple jurisdictions, including appeals to both the Fourth and Ninth Circuits. It reflects another substantial recovery for the same class members who have already benefitted from prior settlements relating to Think Finance’s illegal lending scheme. This case involves claims against Michael and Linda Stinson, Stephen J. Shaper, 7HBF No. 2, Ltd., and Startup Capital Ventures, LP (collectively, the “Shareholder Defendants”) and Elevate Credit, Inc. (“Elevate”), who—together—have agreed to pay \$44,530,000.00 to Class Members using the tiered formula outlined in the Settlement Agreement and Plaintiffs’ preliminary approval motion.

Standing alone, this Settlement is remarkable, especially in consideration of the inherently complex legal theories that the parties had to navigate, such as shareholder and post-spin off liability defenses. It is even more remarkable when evaluated alongside the prior settlements, which resulted in: (1) repayment of more than \$110 million in cash to borrowers; and (2) forgiveness of more than \$760 million dollars in debt.¹ Altogether, Plaintiffs have recovered more than \$900 million dollars on behalf of this class. This particular Settlement was achieved despite the Ninth Circuit’s decision to compel arbitration on the eve of trial² and the Fourth Circuit’s decision to grant the Shareholder Defendants’ Rule 23(f) appeal.

The Court preliminarily approved the Settlement on April 16, 2022. ECF No. 329. The Settlement Administrator sent the court-approved notice to the 1,031,852 Class Members by email or first-class mail. *See* Ex. 1, Declaration of Continental DataLogix ¶¶ 4–11. Class notice was

¹ *See Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, ECF No. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of the class settlement); *In re Think Finance, LLC*, No. 17-33964, ECF No. 1673 (Bankr. N.D. Tex. Dec. 6, 2019) (same); *Gibbs v. TC V, L.P.*, No. 3:19-cv-789, ECF No. 96 (E.D. Va. Mar. 29, 2021).

² On June 6, 2022, the Ninth Circuit agreed to review the arbitration decision *en banc* and vacated the three-judge panel decision. *Brice v. Haynes Investments, LLC*, No. 19-15707 (9th Cir.).

delivered to 97.23% of Class Members, none of whom objected,³ and the Settlement Administrator has only received 18 valid exclusion requests. Ex. 1, Continental DataLogix Decl. ¶ 16. Therefore, under Federal Rule of Civil Procedure 23, the parties request that the Court confirm its certification of the proposed Class, approve the proposed Class Settlement, award attorneys' fees, costs, and the Class Representative Service Awards, and dismiss the claims with prejudice.

BACKGROUND

As this Court is aware, Plaintiffs have filed various lawsuits related to Think Finance's illegal lending scheme, which sought to evade state usury laws by originating high interest loans in the name of entities formed by Native American tribes. Nearly five years ago, Plaintiffs filed the first of several related actions against Think Finance, its former chief executive officer, and its wholly-owned subsidiaries. *See Gibbs v. Rees*, Case No. 3:17-cv-386 (E.D. Va.) (*Gibbs I*). In that case, Plaintiffs alleged that Think Finance's lending operation constituted an illegal lending enterprise, which originated high-interest loans through entities formed under tribal law to try to evade state and federal laws.

After filing their case against Think Finance, Plaintiffs then sued the tribal lending entities, Plain Green and Great Plains. *See Gibbs v. Plain Green, LLC*, No. 3:17-cv-495 (E.D. Va.) (*Gibbs II*). During *Gibbs I*, Plaintiffs obtained extensive discovery, prompting the filing of several cases against other co-conspirators involved in this nationwide scheme. *See Gibbs v. Haynes Investments, LLC*, No. 3:18-cv-48 (E.D. Va.) (*Gibbs III*); *Gibbs v. Curry*, No. 3:18-cv-654 (E.D. Va.) (*Gibbs IV*). Through the discovery obtained in the other cases, Plaintiffs were also able to identify claims against Think Finance's shareholders, including the Shareholder Defendants, and

³ Only a single consumer initially objected, but she later withdrew her objection. *See* ECF Nos. 330, 331.

they filed the first component of this case on October 4, 2018. *Gibbs v. Stinson*, No. 3:18-cv-676-MHL (E.D. Va.). Plaintiffs also uncovered information necessary to establish Elevate's role in the illegal lending enterprise, which led to Plaintiffs' filing of that lawsuit on Sep. 15, 2020. *Gibbs v. Elevate Credit, Inc.*, No. 3:20-cv-632 (E.D. Va.).

Each of these cases has revolved around the same basic facts and alleged violations, including the Racketeer Influenced and Corrupt Organizations Act and various state-law claims based on the usurious loans made to Plaintiffs and other consumers. Generally, Plaintiffs alleged that their loans violated state laws (and thus RICO) by charging excessive interest rates. Throughout these cases, the parties have engaged in substantial discovery and motions practice, including the production of over one million pages of documents and over forty depositions of witnesses. In sum, the parties have fully discovered the facts and defenses at issue in the case.

Although Plaintiffs managed to achieve substantial settlements with Think Finance and others,⁴ Plaintiffs refused to release their claims against remaining defendants without significant consideration. Because of this, these defendants were not included in the prior settlements and, instead, significant litigation continued against them, as described in Plaintiffs' pending attorney

⁴ The first set of settlements resulted in Think Finance and others: (1) repaying over \$53 million dollars in cash; and (2) forgiving more than \$380 million dollars of debt owed by consumers who took out loans with Plain Green, Great Plains, and MobiLoans. See *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, ECF No. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of the class settlement); *In re Think Finance, LLC*, No. 17-33964, ECF No. 1673 (Bankr. N.D. Tex. Dec. 6, 2019); see also David Rees, *Historic settlement sees online lenders wiping out \$380 million in debt. Virginians led the way*, *The Virginian Pilot* (Dec. 12, 2019), available at <https://www.pilotonline.com/business/consumer/dp-nw-online-lender-settlement-20191212-n7khtxn7tbsbauzirehwmpgly-story.html>.

The second set of settlements, approved last year, resulted in: (1) Sequoia, TCv, and former CEO Ken Rees repaying another \$57.3 million to class members; and (2) an associated debt collector canceling nearly \$383 million of debt from these predatory loans. *Gibbs v. TCv V, L.P.*, No. 3:19-cv-789, ECF No. 95 at 5 (E.D. Va. Mar. 29, 2021); and *Gibbs v. Rees*, No. 3:20-cv-717, ECF No. 68 (E.D. Va. Mar. 26, 2021).

fee motion (ECF No. 333 at 3–8). Defendants in these cases have vigorously denied Plaintiffs’ allegations at every opportunity, including by arguing that state and federal law applied to the loans, that Plaintiffs’ claims failed to state a claim upon which relief could be granted, that the Court lacked personal jurisdiction, and other legal defenses, including that Plaintiffs could not certify a class. *See, e.g., Gibbs v. Stinson*, 421 F. Supp. 3d 267, 277–78 (E.D. Va. 2019), *aff’d*, 966 F.3d 286 (4th Cir. 2020); *see also Brice v. 7HBF No. 2, Ltd.*, 2019 WL 5684529, at *1 (N.D. Cal. Nov. 1, 2019), *rev’d*, 859 F. App’x 31 (9th Cir. 2021); *Gibbs v. Elevate Credit, Inc.*, No. 3:20-cv-632-MHL (E.D. Va. Sep. 30, 2021) (denying defendants’ motions to dismiss). As part of these efforts, the parties have litigated before this Court, the Northern District of California, the Fourth Circuit (twice), the Ninth Circuit (twice), the United States Bankruptcy Court for the Northern District of Texas, and the Northern District of Texas.

Unlike the other cases against the day-to-day operators of the enterprise, this case presented unique challenges as to whether the Shareholder Defendants could be held liable in their capacity as shareholders of Think Finance. These challenges were made worse because one court—in litigation brought by other law firms—held that the borrowers “fail[ed] to state a viable RICO claim against” two of Think Finance’s other shareholders. *Gingras v. Rosette*, No. 5:15-cv-101, 2016 WL 2932163, at *31 (D. Vt. May 18, 2016). That court held:

Allegations that TCV and Sequoia provided financing to the RICO enterprise are not sufficient to show that they conducted or participated in the enterprise’s affairs. Allegations that TCV and Sequoia are “investors” (shareholders) in Think Finance, or obtained returns on those investments, are similarly insufficient. Neither would TCV and Sequoia be RICO “participants” just because they were “fully aware” of Plain Green’s practices. . . .

Here, the FAC does allege a fraudulent financing operation (Plain Green), but that operation extends financing to consumers like Plaintiffs. TCV and Sequoia are not themselves alleged to be the RICO “enterprise”; nor are they alleged to directly make loans to consumers.

Id. at *31–32 (internal citations and footnotes omitted). Given the result of that litigation, the Shareholder Defendants expected to achieve the same result here. Plaintiffs’ initial challenge, therefore, was to survive a motion to dismiss. Plaintiffs not only survived the motion to dismiss, but this Court’s Memorandum Opinion dated September 30, 2019, soundly rejected the Shareholder Defendants’ theories and created the framework for potential liability. Extensive litigation then continued to the point where the Shareholder Defendants and the California Plaintiffs were two weeks away from a class action jury trial. Those significant efforts, as well as the extensive litigation before this Court, were all necessary to bring the Shareholder Defendants to the settlement table.

Similarly, the case against Elevate presented unique challenges as to whether it could be liable for its assistance to Think Finance after its spinoff in May 2014. This Court’s Memorandum Opinion denying Elevate’s Motion to Dismiss was a significant win for Plaintiffs’ theory of the case as well. *Gibbs v. Elevate Credit, Inc.*, 2021 WL 4851066, at *18 (E.D. Va. Oct. 17, 2021). Although it came at a Rule 12(b)(6) posture, the Court’s decision thoroughly analyzed the various agreements and concluded: “[T]hese agreements support a reasonable inference that Elevate agreed to aid, abet, assist, or facilitate Think Finance’s collection of unlawful debts because they enabled the usurious loan business to continue at Think Finance nearly unchanged,” while, “minimizing any losses that would have taken the entire Think Finance company under.” *Id.* at *18. Following that decision, the parties engaged in discovery and attended a mediation with Magistrate Judge Colombell, who was vital to resolving these matters.

Although Elevate and the Shareholder Defendants never conceded liability, this Settlement reflects that they felt vulnerable to a potential finding that they could have liability under the various theories alleged in these cases. Similarly, Plaintiffs were motivated to obtain significant

and immediate relief for consumers and to avoid substantial litigation risks and uncertainties, especially considering the unique theories of liability and potential collection issues. As a result, after significant settlement and litigation efforts, the parties arrived at the proposed Settlement, which resolves all the claims raised in the multiple forums against the defendants. Elevate and the Shareholder Defendants deny liability and that a class is appropriate for Rule 23 certification on the claims asserted here, but they do not oppose the certification of the Settlement Class for resolving this action.

CLASS ACTION SETTLEMENT

A. The Settlement terms provide significant and meaningful relief to consumers.

The parties agreed to resolve the claims of the following Class (“Settlement Class”):

All persons within the United States to whom Great Plains has lent money; all persons within the United States to whom Plain Green lent money prior to June 1, 2016; and all persons within the United States to whom MobiLoans lent money prior to May 6, 2017.

The Settlement Class contains 1,031,852 individual consumers.⁵

The Settlement provides significant relief to consumers nationwide. Class Members will receive cash payments, as well as injunctive relief that Elevate will not provide any support to Think Finance or its related entities. Class Members are receiving this meaningful relief even though the Ninth Circuit recently compelled arbitration of the claims and despite various trial and merits obstacles in *Gibbs v. Stinson* and *Brice v. Stinson*.

First, Elevate and the Shareholder Defendants will pay \$44,530,000.00 to Class Members, which will be distributed using the same tiered formula of the prior settlements that were previously approved by this Court and the Bankruptcy Court for the Northern District of Texas:

⁵ Here, as in each of the *Gibbs* settlements, Class Counsel has insisted in all cases on the same basic class definition to ensure the alignment of the Class and its interests with the Think Finance Litigation Trust beneficiaries—the exact same class of consumers.

- Tier 1: For all amounts paid if at least the principal balance was repaid and the consumer lived in one of the following states: Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin; and
- Tier 2: For all amounts of interest paid above the consumer's state's legal limits under the terms of the loan if the consumer lived, at the time the consumer took out the loan in one of the following states: Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming; and
- Tier 3: No payment if the consumer lived in Utah or Nevada when the loan was taken out.

Settlement Agreement § 3.4.a.v, ECF No. 323-1.

For injunctive relief, Elevate has agreed to cease providing any services to Think Finance, LLC, Think Finance SPV, LLC, Financial U, LLC, TC Loan Services, LLC, Tailwind Marketing, LLC TC Administrative Services, LLC, and TC Decision Services, LLC, or their successors-in-interest including, but not limited to, any services like the Data Sharing and Support Agreement, the Employee Matters Agreement, and the Shared Services Agreement. *Id.* § 3.7.

The relief provided by the Settlement is significant. Many consumers will receive a cash payment. This Settlement also helps protect consumers against future predatory lending by preventing Elevate from working with Think Finance entities. These benefits will be provided to Class Members without the need to submit a claim form, prove any harm, or take any affirmative action.⁶

B. Direct notice was sent to the Class.

In its Preliminary Approval decision, the Court approved the Notice and the Notice Plan (Prelim. Approval Order ¶¶ 8, 13), which is substantially similar to the notice programs that were

⁶ Class members who never cashed their checks from previous Think Finance settlements will need to submit a request for payment.

reviewed and approved by Dr. Shannon Wheatman in the prior *Gibbs* cases. The Court ordered that the Class Administrator, Continental DataLogix, LLC, send notice to Class Members. Prelim. Approval Order ¶¶ 8–11. Consistent with the Court’s Order, Continental DataLogix received the class list from the prior *Gibbs* settlements. Ex. 1, Continental DataLogix Decl. ¶ 3.

On April 25, 2022, Continental DataLogix emailed the class notice to 753,193 Class Members. *Id.* ¶ 4. Of these emails, 31,477 were returned as undeliverable. *Id.* ¶ 5. Between April 25, 2022 and May 5, 2022, Continental DataLogix mailed notices to the 278,659 Class Members without email addresses and to the 31,477 Class Members whose emailed notices were undeliverable. *Id.* ¶¶ 6–7.

As of June 24, 2022, the U.S. Postal Service had returned 751 notices to Continental DataLogix with a forwarding address. Continental DataLogix promptly re-mailed them to the updated address. *Id.* ¶ 9. Continental DataLogix also received 29,561 returned notices as undeliverable without a forwarding address. *Id.* at ¶ 9. Continental DataLogix used a third-party service to obtain updated addresses for the Class Members who were eligible to receive an automatic cash payment. Though June 9, 2022, of the 1,677 eligible class members, Continental DataLogix located 1,153 new addresses and re-mailed the notices to the new addresses. Of these re-mailed notices, 128 were also returned as undeliverable. *Id.* After Continental DataLogix’s notification process, only 28,536 notices remain undelivered. *Id.* ¶ 11. Thus, Continental DataLogix presumably delivered notice to 97.23% of Class Members.

Continental DataLogix also updated the website from the prior Think Finance settlements (www.thinkfinancesettlement.com) with information about the Settlement in this case. Through this website update, class members could view the relevant case documents and sign into a portal to check their eligibility to receive a cash payment. *Id.* ¶¶ 12–13. Since the update on April 25,

2022, 88,946 unique individuals have visited the website, and 38,464 class members have logged into the portal to view their payment eligibility. *Id.* ¶¶ 12-14.

Continental DataLogix also established a toll-free line on April 25, 2022 to provide callers with answers to frequently-asked questions and the ability to speak to a live agent. Since then, Continental DataLogix has received 7,504 calls from class members. *Id.* ¶ 15. The Class Administrator also received and handled 2,534 email inquiries since April 25, 2022. *Id.* ¶ 13. Separately, Class Counsel's contact information was included in the class notice. *See, e.g.*, ECF No. 323-1, Ex. 1. As in prior settlements, Class Counsel received and also responded to thousands of emails and telephone calls directly received from consumers. Along with answering routine questions about the settlement, Class Counsel continues to advise consumers of their rights dealing with high interest loans in general, and substantively assists consumers who were contacted by debt collectors of their rights, including seeking refunds, stopping automatic payments of the debts from bank accounts and making sure credit reporting is accurate. Here, and in many cases, Class Counsel has sought and received a large attorney's fee. They believe that this fee was earned not only for work as of the Settlement's approval date but that it also compensates them for significant forthcoming work after final approval, which often requires significant effort to complete.

C. Class Members support the Settlement, and there are no governmental objectors.

As discussed below, there are no objections to the Settlement, and only eighteen consumers have opted-out. Ex. 1, Continental DataLogix Decl. ¶¶ 16–17. The defendants also worked with Continental DataLogix to serve the required Class Action Fairness Act notices on the state and federal attorneys general on February 18, 2022. ECF No. 327-1. None objected to the Settlement.

D. The Settlement Class will release all claims against the Released Parties.

In return for the substantial Settlement consideration, Class Members will release all claims against the Shareholder Defendants, Elevate, and their related companies as identified in the Settlement Agreement. *See* Settlement Agreement § 4.1, ECF No. 323-1.

ARGUMENT

A. The Settlement is fair, reasonable, and adequate and should be approved.

1. The Standard for Judicial Approval of Class Action Settlements.

“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.” *S.C. Nat. Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) (quoting *Armstrong v. Board of Sch. Directors*, 616 F.2d 305, 313 (7th Cir. 1980)). Federal Rule of Civil Procedure 23 requires a court to approve a class-action settlement. *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 571, 2016 WL 6909683 (E.D. Va. 2016). Where, as here, “a district court preliminarily approves a settlement after a hearing, the proposed settlement enjoys a presumption of fairness.” *Id.* “First, the Court considers the fairness of the settlement, and then turns to its adequacy.” *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d 837, 839 (E.D. Va. 2016). Ultimately, the Court has discretion over approval of the proposed settlement. *Strang v. JHM Mortg. Sec. Ltd. P’ship*, 890 F. Supp. 499, 501 (E.D. Va. 1995) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991)).

2. The Notice to Class Members Was Reasonable and Satisfied Due Process.

Rule 23(c)(2) requires that notice to the class be “the best practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c). The Rule also requires that the notice inform potential class members that: (1) they are able to opt out; (2) the judgment will bind all class members who

do not opt out; (3) and any member who does not opt out may appear through counsel. *Id.* In assessing the sufficiency of the notice, the Court must consider both the method of delivery and the notice's content. *See* Federal Judicial Center, *Manual for Complex Litigation* § 21.312 (4th 2004). Additionally, Dr. Shannon Wheatman, who helped craft the Federal Judicial Standards notice guidelines for class action settlements, had previously reviewed and approved a substantially similar class notice in the prior *Gibbs* settlements.

In this case, Class Members were easily identified from the loan applications, which contained the class members' names, addresses, and email addresses. Continental DataLogix already had the loan information from a prior settlement and updated the address information to make sure the class notice reached as many class members as possible. Ex. 1, Continental DataLogix Decl. ¶¶ 3, 6–10. As this Court has held, “[w]hat amounts to reasonable efforts under the circumstances is for the Court to determine after examining the available information and possible identification methods . . . ‘In every case, reasonableness is a function of [the] anticipated results, costs, and amount involved.’” *Fisher v. Va. Elec. & Power Co.*, 217 F.R.D. 201, 227 (E.D. Va. 2003) (citations omitted). Courts—including this Court and others within the Fourth Circuit—have approved notice programs with a much smaller delivery rate. *See In re Serzone*, 231 F.R.D. 221, 236 (S.D. W. Va. 2005) (approving notice program where direct mail portion was estimated to have reached 80% of class members); *Martin v. United Auto Credit Corp.*, No. 3:05-cv-143 (E.D. Va. Aug. 29, 2006) (granting final approval where class notice had around 85% delivery).

Notice here is also more effective because of Class Counsel's continued supervision of the previous *Gibbs* settlements. The same website has been used and updated, and class members' addresses have already been updated as a result of the earlier administration efforts. Class notice reached 97.23% of class members. This was the best available notice given: (a) the available

information; (b) the possible identification methods; (c) the number of Class Members; and (d) the amount of the Settlement. The parties have fully complied with the Court's Preliminary Approval Order's notice requirements and have achieved a highly successful notice program.

3. The Settlement Agreement is fair and reasonable under Rule 23(e) Jiffy Lube.

Federal Rule of Civil Procedure 23(e) obliges parties to seek approval from the district court before settling a class-action lawsuit. If the settlement proposal would bind all class members, a court may only approve the settlement proposal after it holds a hearing and then finds that the settlement proposal is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2).

In determining whether a settlement is fair, reasonable, and adequate, the court must consider whether:

- (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 attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e) (3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). That said, “[t]he primary concern addressed by Rule 23(e) is the protection of class members whose rights may not have been given adequate consideration during the settlement negotiations.” *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158.

In the Fourth Circuit, the Rule 23(e)(2) analysis has been condensed into the two-step Jiffy Lube test which examines the fairness and adequacy of the settlement. *In re The Mills Corp. Sec.*

Litig., 265 F.R.D. 246, 254 (E.D. Va. 2009); *see also In re Jiffy Lube Sec. Litig.*, 927 F.2d at 158–59.

i. The Parties were fully informed before Settlement by the extensive discovery and case’s posture. “Considering the posture of the case at the time of settlement allows the Court to determine whether the case has progressed far enough to dispel any wariness of ‘possible collusion among the settling parties.’” *Brown*, 318 F.R.D. at 571. The second *Jiffy Lube* factor—the extent of discovery—ensures that all parties ‘appreciate the full landscape of their case when agreeing to enter into the Settlement.’” *Id.* at 572. Here, there are no concerns about possible collusion. In both cases and the related litigations, the Plaintiffs conducted significant discovery into the Shareholder Defendants’ and Elevate’s roles in the lending enterprise, completed extensive briefing, and thoroughly investigated the facts and claims. As detailed in Plaintiffs’ fee motion (ECF No. 333), the Shareholder Defendants and Elevate collectively produced tens of thousands of pages of documents and had multiple meet-and-confer calls with Class Counsel. Class Counsel re-reviewed and curated the extensive document production obtained in prior litigation, which included the production of more than a million pages of documents. Each side exchanged expert reports, took depositions and conducted third-party discovery, and there was significant motions practice regarding discovery issues. And despite these discovery efforts, the settlement was reached only after significant motions practice, including appeals to both the Fourth and Ninth Circuits. And, in fact, *Brice* was days away from trial. Simply put, there is no argument that parties did not fully explore the claim and defenses at issue.

ii. The Parties engaged in extensive mediation efforts. “The third *Jiffy Lube* fairness factor seeks to ‘ensure that counsel entered into settlement negotiations on behalf of their clients after becoming fully informed of all pertinent factual and legal issues in the case.’” *In re Genworth Fin.*

Sec. Litig., 210 F. Supp. 3d at 840 (quoting *In re Mills Corp Sec. Litig.*, 265 F.R.D. at 255). “Courts look to the number of meetings between the parties to discuss settlement, the quality of those negotiations, and the duration of time over which negotiations took place.” *Id.* (citing *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 665 (E.D. Va. 2001)).

In this case, the settlement negotiations involved at least six separate mediation sessions over many months, along with many informal exchanges over email and telephone. The formal mediation sessions were supervised by three mediators: Chief Bankruptcy Judge David Jones in Texas, Magistrate Judge Hixson in California, and Magistrate Judge Colombell in Virginia. Although professional, these mediation sessions were hard-fought, with each side making concessions to reach the Settlement before the court. Each side strongly believed in the strength of their litigation positions, as shown by the hard-fought appeals and motions in each of the cases. With the mediators’ assistance, however, the Parties resolved the case in a fair way to both sides, but still provides substantial relief to class members. Given the substantial involvement of these third-party neutrals, the Settlement was reached at arm’s-length, with no collusion between the parties. Class Counsel has obtained substantial relief for Class Members, and when compared against the potential litigation risks, the proposed Settlement is fair and appropriate for approval. *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 hard fought and always adversarial,” and those negotiations “were conducted by able counsel” with substantial experience).

iii. Class Counsel is experienced in litigating consumer class-actions. “The final *Jiffy Lube* ‘fairness’ factor looks to the experience of class counsel in this particular field of law.” *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d at 841 (quoting *In re Mills*, 265 F.R.D. at 255). Class

Counsel’s experience and record of success litigating complex class actions against tribal payday lenders is second to none and includes the nation’s largest settlements to date involving tribal lending. *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, ECF No. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of the class settlement); *In re Think Finance, LLC*, No. 17-33964, ECF No. 1673 (Bankr. N.D. Tex. December 6, 2019) (paying consumers more than \$53 million dollars with an additional \$380 million in debt forgiveness); *Gibbs v. TCV V, L.P.*, No. 3:19-cv-789, ECF No. 95 at 5 (E.D. Va. Mar. 29, 2021); *Gibbs v. Rees*, No. 3:20-cv-717-MHL, ECF No. 68 (E.D. Va. Mar. 26, 2021); *see also Hayes v. Delbert Servs. Corp.*, 3:14-cv-258, ECF No. 193 at 9-12 (E.D. Va. Jan. 20, 2017) (approving a \$15 million Virginia class-action settlement arising from a rent-a-tribe lending scheme). Indeed, this Court and many others have found that the attorneys here are extremely qualified to represent a consumer class.⁷ And Class Counsel has been found qualified in comparable tribal-lending litigation. *Galloway v. Williams*, 2020 WL 7482191, at *8 (E.D. Va. Dec. 18, 2020) (“Class Counsel and their firms have extensive backgrounds in complex and class action litigation and consumer protection litigation. And, in particular, members of Class Counsel have significant experience in litigating class action lawsuits against tribal lenders.”); *Hayes v. Delbert Servs. Corp.*, 3:14-cv-258, ECF No. 193 at 9-12 (E.D. Va. Jan. 20, 2017); *Turner v. Zestfinance, Inc.*, No. 3:19-cv-293 (E.D. Va.) (“[W]e have Ms. Kelly and Mr. Bennett here, who

⁷ *Clark v. Trans Union, LLC*, No. 3:15CV391, 2017 WL 814252, at *13 (E.D. Va. Mar. 1, 2017) (“This Court has repeatedly found that Clark's counsel is qualified to conduct such litigation. ... This Court echoes the sentiments previously stated about Clark's counsel because they pertain here with equal vigor.”); *Manuel v. Wells Fargo Bank, Nat'l Ass'n*, No. 3:14cv238, 2016 WL 1070819, at *3 (E.D. Va. Mar. 15, 2016) (stating that “this Court would have difficulty overstating Class Counsel's experience[.]”); *Soutter v. Equifax Info. Servs., LLC*, No. 3:10CV107, 2011 WL 1226025 (E.D. Va. Mar. 30, 2011) (“[T]he Court finds that Soutter’s counsel is qualified, experienced, and able to conduct this litigation. Counsel is experienced in class action work, as well as consumer protection issues, and has been approved by this Court and others as class counsel in numerous cases.”); *Heath v. Trans Union*, No. 3:18-cv-720 (E.D. Va. Aug. 6, 2019) (Kelly Guzzo’s “reputation in this district, and I am sure in others, are sterling.”).

are well known to me as being experts in this field, but it looks like the other class counsel is like the all-star team of consumer litigation.”); *In re Think Finance*, No. 17-33964 (Bankr. N.D. Tex.) (“[The Court] had two or three sets of law students that sat through this, and each time I told them that when you come into this hearing you’ll see some of the best lawyers in America, and I still feel like that today.”).

Class Counsel endorse the Settlement as fair and adequate. Kelly Decl. ¶ 25, ECF No. 333-1; Bennett Decl. ¶ 39, ECF No. 333-2; Haac Decl. ¶ 14, ECF No. 333-3; Wessler Decl. ¶ 12, ECF No. 333-4. Given Class Counsel’s experience in this area, their endorsement should be afforded substantial consideration in a settlement’s fairness. *See Jiffy Lube*, 927 F.2d at 159; *see also Strang v. JHM Mortg. Sec. Ltd. P’ship*, 890 F. Supp. 499, 501–02 (E.D. Va. 1995) (concluding requirement met where “plaintiffs’ counsel, with their wealth of experience and knowledge in the securities class action area, engaged in sufficiently extended and detailed settlement negotiations to secure a favorable settlement for the Class”).

4. Under *Jiffy Lube*, the Settlement is Adequate.

“The second *Jiffy Lube* factor, adequacy, requires the court to ‘weigh the likelihood of the plaintiffs’ recovery on the merits against the amount offered in the settlement.’” *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d at 841 (quoting *In re: NeuStar, Inc.*, 2015 WL 5674798, at *11 (E.D. Va. Sept. 23, 2015)). In assessing whether a settlement is adequate, the Court can consider: (1) the relative strength of the plaintiff’s case on the merits; (2) any difficulties of proof or strong defenses the plaintiff would likely encounter if the case were to go to trial; (3) the expected duration and expense of additional litigation; (4) the solvency of the defendant and the probability of recovery on a litigated judgment; (5) the degree of opposition to the proposed settlement; (6) the posture of the case at the time settlement was proposed; (7) the extent of discovery that had

been conducted; (8) the circumstances of the settlement negotiations; and (9) the experience of counsel in the substantive area and class action litigation. *See Jiffy Lube*, 927 F.2d at 159.

While Plaintiffs presented strong claims, there were also substantial risks to recovering money from the defendants. For example, the defendants had several plausible merits defenses because the Shareholder Defendants never had a direct interaction with Plaintiffs or any class members. The defendants' corporate structures also posed difficulties with liability and most problematic, difficulties with collections. And even though the Ninth Circuit has agreed to revisit its arbitration decision *en banc*, there is a chance that the California Plaintiffs would ultimately have to resolve their claims in arbitration. And while Plaintiffs believe that they could overcome these obstacles, certification was by no means a given. A loss on certification would mean that Class Members would receive nothing. Further, the defendants would have appealed any adverse decision, multiplying the duration and expense of the case. Even more importantly, the long delay threatened by continued litigation, continued appeals, and terminal appeal would have heightened the difficulty of finding and returning cash payments to this specific consumer class. The settlement eliminates all these risks and substantially reduces the burden on all parties. Kelly Decl. ¶ 22, ECF No. 333-1.

Also, despite the successful delivery of over one million class notices, not one Class Member has objected to the Settlement,⁸ and only eighteen have requested exclusion from the class. "Such a lack of opposition . . . strongly supports a finding of adequacy, for '[t]he attitude of the members of the Class, as expressed directly or by failure to object, after notice to the settlement

⁸ There was an objection that was initially submitted but it was later withdrawn. (ECF Nos. 330, 331.)

is a proper consideration for the trial court.” *In re Microstrategy*, 148 F. Supp. 2d at 668 (quoting *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975)).

As this Court has explained, “[b]ecause ‘the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.’ The lack here of any objections to the settlement and the small number of class members choosing to opt-out of the class strongly compel a finding of adequacy.” *Id.* (citing *Sala v. Nat’l R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989)). Courts recognize that where the class supports a settlement, it should be approved.⁹ Indeed, even a small majority of support creates a presumption in favor of approval. *See Reed v. Gen’l Motors Corp.*, 703 F.2d 170, 174 (5th Cir. 1983) (approving class action settlement where more than 40 percent of class objected or opted out); *Cotton v. Hinton*, 559 F.2d 1326, 1333 (5th Cir. 1977) (nearly 50 percent opted out or objected; settlement still approved).

If the Court approves the Settlement, then the Class Members will receive monetary relief and injunctive relief from Elevate. Many Class Members will also automatically receive monetary payments. And Class Members believing their cases are even more valuable or who have higher actual damage claims had the opportunity to opt-out and pursue individual litigation.

The Settlement is fair, reasonable, and adequate under each of the *Jiffy Lube* factors, and the Court should approve it.

⁹ *See, e.g., In re Beef Industry Antitrust Litig.*, 607 F.2d 167, 180 (5th Cir. 1979); *Laskey v. Int’l Union*, 638 F.2d 954 (6th Cir. 1981) (finding small number of objectors demonstrates fairness of a settlement); *Shlensky v. Dorsey*, 574 F.2d 131 (3rd Cir. 1978) (same); *Bryan v. Pittsburgh Plate Glass Co. (PPG Indus., Inc.)*, 494 F.2d 799, 803 (3d Cir.) (approving settlement where 20 percent opted out or objected); *Grant v. Bethlehem Steel Corp.*, 823 F.2d 20 (2d Cir. 1987) (approving settlement with thirty-six objecting); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979) (granting approval where sixteen percent objected).

5. The Settlement is also fair, reasonable, and adequate under Rule 23(e)(2).

Under recent amendments to Rule 23, courts consider four new factors, which almost completely overlap the *Jiffy Lube* factors. *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices and Prods. Liab. Litig.*, 952 F.3d 471, 484 n.8 (4th Cir. 2020). The Rule 23(e)(2) factors have been largely addressed above. The Class Representatives and their counsel have adequately represented the Settlement Class, as the Court recognized in its Preliminary Approval Order. ECF No. 329 ¶ 7. The Settlement was negotiated at arms' length. The Settlement relief is adequate, especially considering the significant risks and potentially long delay of continued litigation. Class members are treated equitably under the Settlement because the tiered formula for payments to Class Members is directly tied to the law of their home states. Class Counsel's fee request is reasonable, and there is no other agreement required to be identified under Rule 23(e)(3).

Respectfully submitted,
PLAINTIFFS

By: /s/ Kristi C. Kelly
Kristi C. Kelly, VSB #72791
Andrew J. Guzzo, VSB #82170
Casey S. Nash, VSB #84261
J. Patrick McNichol, VSB #92699
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
(703) 424-7572
(703) 591-0167 Facsimile
Email: kkelly@kellyguzzo.com
Email: aguzzo@kellyguzzo.com
Email: casey@kellyguzzo.com

Leonard A. Bennett, VSB #37523
Craig C. Marchiando, VSB #89736
CONSUMER LITIGATION ASSOCIATES, P.C.
763 J. Clyde Morris Blvd., Ste. 1-A
Newport News, VA 23601

Telephone: (757) 930-3660
Facsimile: (757) 930-3662
Email: lenbennett@clalegal.com
Email: craig@clalegal.com

Anna C. Haac (*pro hac vice*)
TYCKO & ZAVAREEI LLP
1828 L Street, NW, Suite 1000
Washington, DC. 20036
(202) 973-0900
(202) 973-0950 Facsimile
Email: ahaac@tzlegal.com

Counsel for Plaintiffs

Exhibit 1

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

<p>DARLENE GIBBS, <i>et al.</i>, on behalf of themselves and all individuals similarly situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>MIKE STINSON, <i>et al.</i>,</p> <p style="text-align: right;">Defendants.</p>	Civil Action No: 3:18-cv-676 (MHL)
<p>DARLENE GIBBS, <i>et al.</i>, on behalf of themselves and all individuals similarly situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>ELEVATE CREDIT, INC.,</p> <p style="text-align: right;">Defendant.</p>	Civil Action No: 3:20-cv-632 (MHL)

**DECLARATION OF CONTINENTAL DATALOGIX LLC
IN CONNECTION WITH NOTICE DISSEMINATION**

Frank Barkan, pursuant to 28 U. S. C. § 1746, hereby declares and states as follows:

1. I am a Member of Continental DataLogix LLC (“CDLX”) which was appointed to aid in giving notice to potential Class Members and I was principally responsible for overseeing the dissemination of Class Notices (“Notices”) to members of the Class.

2. Pursuant to the Court’s Order (“Order”) dated April 16, 2022, the Court approved the form and content of the Class Notice to Settlement Class Members. A class action was conditionally certified on behalf of the following class of plaintiffs:

All persons within the United States to whom Great Plains has lent money; all persons within the United States to whom Plain Green lent money prior to June 1, 2016; and all persons within the United States to whom MobiLoans lent money prior to May 6, 2017.

3. CDLX was provided with the Class List used in the *Gibbs, et al. v. Plain Green, LLC, et al.*, 3:17-cv-00495-MHL matter containing 1,841,618 loans representing a total of 1,031,852 individual class members.

Emailing of the Notice

4. CDLX arranged for the transmission of an Email notice (“Exhibit A”) to 753,193 Class Members for which we had a valid email address on April 25, 2022.

5. The email deployment resulted in a total of 31,477 undeliverable email notices. Mailed notices were subsequently sent to the mailing address of these Class Members.

Mailing of the Notice

6. The Notice (“Exhibit B”), was mailed to 278,659 Class Members for whom we did not have a valid email address. This notice mailing commenced on April 25, 2022 via US First Class Mail. Prior to mailing, all 278,659 records were processed through the U.S. Postal Service National Change of Address database.

7. The Notice was also mailed to 31,477 Class Members who were initially sent an email notice on April 25, 2022, but whose notices could not be successfully delivered. These notices were mailed on or before May 5, 2022, via U.S. First Class Mail.

Undeliverable Notices

8. We received 751 Notices from the U.S. Postal Service that were returned with a forwarding address and they were promptly re-mailed.

9. As of June 24, 2022, we have received 29,561 Notices returned by the U.S. Postal Service as undeliverable without a forwarding address.

10. We used the search firm LexisNexis, in an effort to locate updated addresses for only those Class Members who are eligible to receive an automatic Cash Award. Through June 9, 2022, of the 1,677 eligible class members, we were able to locate 1,153 new addresses and Notices were re-mailed to these class members. 128 of the re-mailed Notices were subsequently returned undeliverable and no additional search procedures were performed.

11. In summary, the total number of Notices that were presumed to be successfully delivered is as follows:

Total Original Mailing List:		<u>1,031,852</u>	

<u>Email Notice:</u>			
Deployment:	753,193		
Undelivered:	<u>(31,477)</u>		
Total Emails presumed delivered:		<u>721,716</u>	
<u>Mail Notice:</u>			
Original Mailing:	278,659		
Undeliverable Emails:	<u>31,477</u>		310,136
Less:			
Undeliverable Notices (net of re-mails):			(28,536)
Total Mail Notices presumed delivered:		<u>281,600</u>	
<u>Total Notices presumed delivered:</u>		<u>1,003,316</u>	97.23%

Websites

12. Pursuant to the Order dated April 16, 2022, the settlement website, *www.thinkfinancesettlement.com* was updated with information concerning the *Gibbs, et al. v. Stinson, et al.* settlement. The original inception of the website occurred on July 24, 2019. The following additional websites were updated by redirecting visitors to the *www.thinkfinancesettlement.com* settlement website:

www.pathinkfinancesettlement.com
www.thinkfinanceclassactionsettlement.com

The website provides Class Members with the ability to send email inquiries, determine their eligibility and also contains the following documents:

- Class Action Complaint
- Amended Class Action Complaints
- Settlement Agreement
- Memorandum in Support of Preliminary Approval
- Motion for Preliminary Approval
- Order Granting Preliminary Approval
- Class Notice
- Class Notice (in Spanish)
- Exclusion Form
- State Usury Rates
- Motion for Attorney's Fees, Costs, and Class Representative Service Award
- Memorandum in Support of Attorney's Fees, Costs, and Service Award

The website also provides Class Members with the ability to access and download documents from the initial Think Finance Settlement and related matters including *Gibbs, et al. v. Plain Green, LLC, et al.*, 3:17-cv-00495-MHL, *Gibbs, et al. v. TCVV, L.P., et al.*, 3:19-cv-789-MHL, and *Gibbs, et al. v. Rees*, 3:20-cv-717-MHL.

On April 25, 2022, the Cash Award Eligibility portal was activated on the website to provide class members with the ability to login using their unique access code to determine if they are eligible to receive a Cash Award from the Settlement. As of June 24, 2022, a total of 38,464 Class Members logged into the Cash Award Portal to check their eligibility for a payment.

13. As of June 24, 2022, the Settlement Administrator has received 2,534 email inquiries since April 25, 2022.

14. As of June 24, 2022, the website has received a total of 88,946 unique visitors since April 25, 2022.

Telephone Assistance Programs

15. Pursuant to the Order, a dedicated toll-free phone number was activated on April 25, 2022. The toll-free number provides callers with answers to Frequently Asked Questions and the ability to speak to a live agent. As of June 19, 2022, we have received 7,504 calls to the toll-free phone number.

Exclusion Requests

16. As of June 29, 2022, we have received 18 requests to be excluded from the Class. A list of Class Members who timely excluded themselves is attached ("Exhibit C").

Objections

17. As of June 29, 2022, no objections have been received.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on June 29, 2022.

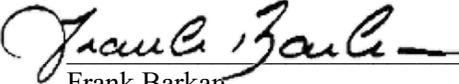

Frank Barkan

EXHIBIT A

From: [Think Finance Settlement Administrator \(questions@thinkfinancesettlement.com\)](mailto:questions@thinkfinancesettlement.com)
To: [Class Member](#)
Subject: Legal Notice to Great Plains Lending, Plain Green or MobiLoans Customers
Date: Monday, April 25, 2022 12:00:00 PM

**If You Obtained a Loan or Line of Credit
from Great Plains Lending, Plain Green, or MobiLoans
You Could Get a Cash Payment from a Settlement.**

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

Your Unique Access Code: **THK-ABCDE1234**

Your Contact Information: **FIRSTNAME LASTNAME
123 MAIN ST
ANYTOWN, PA 19000**

1

If your address has changed, please visit www.ThinkFinanceSettlement.com to update your address.

- Read this Notice. It states your rights and provides you with information regarding a proposed settlement of three Class Actions ("Settlement") against Michael and Linda Stinson ("the Stinsons"); Steven Shaper; and companies known as Elevate, Startup Capital Ventures ("SCV"), and 7HBF No. 2 Ltd. ("7HBF2") (collectively, the "Defendants") relating to loans originated by Great Plains Lending LLC ("Great Plains"), Plain Green LLC ("Plain Green"), and MobiLoans LLC ("MobiLoans").
- This Notice is a summary of information about the Settlement and explains your legal rights and options. You are a member of the class of borrowers who will be affected if the Settlement is approved by the Court. The class of borrowers includes anyone who took out a Great Plains loan, who took out a Plain Green loan prior to June 1, 2016, and/or who took a cash advance on a MobiLoans line of credit prior to May 6, 2017.
- This is the third Settlement and related Notice about a series of lawsuits claiming that Plain Green and Great Plains loans and MobiLoans lines of credit did not comply with various state and federal laws. It says these loans and lines of credit were made at annual interest rates greater than what is permitted by state law or the lenders did not have a license to lend when one was required. The Defendants deny all claims in these lawsuits. The first settlement (called the "Think Finance Settlement") was finally approved in 2019 by the U.S. District Court for the Eastern District of Virginia in *Gibbs, et al. v. Plain Green, LLC, et al.*, No. 3:17-cv-495 and the Bankruptcy Court for the Northern District of Texas in *In re Think Finance, LLC*, No. 17-33964 ("Think Finance Bankruptcy"). The second settlement (called the "Sequoia/TCV Settlement") was finally approved in 2021 by the U.S. District Court for the Eastern District of Virginia in *Gibbs v. Rees*, No. 3:20-cv-717 and *Gibbs v. TCV V, LP*, No. 3:19-cv-789.
- The complete terms of the proposed Settlement are available at the Settlement website, **www.ThinkFinanceSettlement.com**. You may also get further information about the Settlement at the following telephone number: 1-877-371-0547

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	You will remain a member of the Settlement Class and may be eligible for benefits, including cash payments. You will give up rights to ever sue the Defendants and others about the legal claims in these lawsuits.

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 you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than in this Settlement.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, you may write to the Court about why you don't like the Settlement or why the Court should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed Settlement that resolves three Class Action cases: *Gibbs v. Elevate*, No. 3:20-cv-632 (E.D. Va.), *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.), and *Brice v. Stinson*, No. 3:19-cv-1481 (N.D. Ca.). The Settlement will be considered and must be approved by the United States District Court for the Eastern District of Virginia in Richmond, Virginia.

2. WHAT ARE THESE LAWSUITS ABOUT?

The claims involved in the Settlement are about loans and lines of credit made in the name of three companies that are owned by Native American Indian Tribes: Great Plains, Plain Green, and MobiLoans. Several companies, together called Think Finance, provided services to the Native American Indian Tribes. Think Finance was owned by the Stinsons, 7HBF2, SCV, and Shaper Defendants. Defendant Elevate Credit Inc. ("Elevate") spun off from Think Finance. For purposes of this Notice, the terms "loan" and "loans" refer to both installment loans and cash advances on lines of credit.

The Plaintiffs in the lawsuits covered by the Settlement claim that Defendants violated federal and various state laws by being involved in and/or supporting the making, servicing, and collecting of loans with annual interest rates greater than the amount allowed by state law and without required state licenses. Defendants vigorously deny these allegations and any wrongdoing.

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

3. WHY IS THIS A CLASS ACTION?

In a class action or proceeding, one or more people, called class representatives, bring an action on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are class members, except for those individuals who exclude themselves from the class. Here, Plaintiffs filed lawsuits against Defendants on behalf of themselves and similarly situated consumer borrowers.

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(s) from Great Plains Lending,
- A loan(s) from Plain Green before June 1, 2016,
- A cash advance prior to May 6, 2017 on a line of credit from MobiLoans.

If you received this Notice, we believe you are a member of the Settlement Class, and you will be a Settlement Class Member unless you exclude yourself.

5. WHAT DOES THE SETTLEMENT PROVIDE, AND HOW MUCH WILL MY PAYMENT BE?

The Defendants agreed to provide the following benefits and others more fully described at the Settlement website, www.ThinkFinanceSettlement.com.

These benefits are in addition to the benefits you may have received from the previous Think Finance and Sequoia/TCV Settlements:

- a. **Cash Payments:** A \$44,530,000 fund will be created from contributions by Defendants to provide additional cash payments to Class Members.

If the Settlement receives the Court's approval, and if you are entitled to any payment, a check for your portion will be automatically mailed to you, if you cashed your check from the prior Think Finance and Sequoia/TCV Settlements. **If you were entitled to payment from the prior Sequoia/TCV Settlement, but did not cash that check, you will not be issued a cash payment for this Settlement unless you submit a request for payment to the Settlement Administrator.** You can go online to www.ThinkFinanceSettlement.com or call 1-877-371-0547 to make this request.

The amount of your check 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 this Settlement is available on the Settlement website, www.ThinkFinanceSettlement.com. You will only get a proportionate share of the recovery (because the total in settlement funds available likely will not be enough to pay everyone the full amount paid on their loan). You may also go to the website to determine if you would receive a payment, and you can contact the Settlement Administrator, using the contact information below, to get an estimate of the amount you likely would receive if the Settlement is approved.

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

You will **not** receive a cash payment, but will receive other benefits, if you:

- Did not make any payments on your Great Plains Lending, Plain Green, or MobiLoans loan; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the principal on your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada (which had no interest restrictions); or
- Did not cash your check from the prior Sequoia/TCV Settlement and do not submit a request for payment to the Settlement Administrator.

- b. **Injunctive Relief:** The Settlement provides that Elevate will no longer provide service to Think Finance related companies that were the basis for the claims in *Gibbs v. Elevate*, No. 3:20-cv-632 (E.D. Va.).

- c. **Future Recoveries:** It is possible that you will also receive additional cash payments and/or benefits as a result of future lawsuits or claims being pursued by a Litigation Trustee as part of the Think Finance Bankruptcy or against other non-settling defendants in other lawsuits.

6. WHAT DO I HAVE TO DO TO RECEIVE MY PAYMENT?

You do not have to take any action if you cashed the checks you were sent from the prior Think Finance and Sequoia/TCV Settlements. ***If you are entitled to a cash payment and cashed your check from the prior Think Finance and Sequoia/TCV Settlements***, the Settlement Administrator will automatically mail you a check approximately 60 days after the Court grants final approval to the Settlement and any appeals are resolved. ***If you qualify for a cash payment and DID NOT cash your check from the prior Sequoia/TCV Settlement***, you must request payment from the Settlement Administrator now to receive

your cash payment. You can go online to www.ThinkFinanceSettlement.com or call 1-877-371-0547 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 at the telephone number or address below if your address has changed or you can go online to www.ThinkFinanceSettlement.com to update your address.

To find out if you qualify for a cash payment, go to www.ThinkFinanceSettlement.com or call 1-877-371-0547.

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, or recover any additional monies from, the Released Parties concerning the claims relating to your Great Plains, Plain Green, or MobiLoans loan(s). The Released Parties include: (1) Elevate Credit, Inc. ("Elevate"), Christopher Lutes, Sarah Cutrona, Jason Harvison, Cutrona Charitable Foundation ("CCF"), and Starfish Private Foundation (collectively, the "Elevate Defendants"); (2) Michael and Linda Stinson ("the Stinsons"); (3) 7HBF No. 2 Ltd. ("7HBF2"); (4) Startup Capital Ventures, L.P. ("SCV"); (5) Steven Shaper; and (6) additional Released Parties from a complete list that can be found in the Settlement Agreement, available at the Settlement website, www.ThinkFinanceSettlement.com.

Staying in the Class will also mean that you release all claims against the Released Parties arising out of or relating in any way to your Great Plains, Plain Green, or MobiLoans loan(s), regardless of whether such claim is known or unknown, asserted or as yet un-asserted. Staying in the Class also means that any Court orders pertaining to the Settlement will apply to you and legally bind you.

The Settlement provides that Plaintiffs' claims will be resolved with no further litigation against those Defendants who are part of the Settlement. Those Defendants, and certain related companies and individuals, will be released from all further liability related to the loans within the scope of the Settlement, or related conduct.

The complete Release and list of Released Parties can be found in the Settlement Agreement, available on the Settlement website, www.ThinkFinanceSettlement.com.

8. HOW I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

- Your name, address, and telephone number,
- The name of the Action you wish to be excluded from: *Gibbs v. Stinson*, Case No. 3:18-cv-676 (E.D. Va.),
- A 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** no later than June 24, 2022, to: Think Finance Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

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 Judge. The Court and Class Counsel will consider your views carefully.

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

<u>COURT</u> Clerk of the Court United States District Court Eastern District of Virginia 701 E. Broad St. Richmond, VA 23219	<u>SETTLEMENT ADMINISTRATOR</u> Think Finance Settlement c/o Settlement Administrator P.O. Box 16 West Point, PA 19486
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You should include the docket number on the front of the envelope and letter you file to the Court for the Settlement: "FOR THE *Gibbs v. Stinson*, Case No. 3:18-cv-676 (E.D. Va.) Settlement."

All objections must include:

- Your name, address, telephone number, and e-mail address;
- The name of your counsel (if any), including any former or current counsel who may seek compensation for any reason related to your objection;
- Your account number (if you know it) with the Tribal Lender;
- A sentence explaining the basis on which you claim to be a Settlement Class Member;
- Factual basis and legal grounds for the objection to the Settlement; and
- A statement if you or your counsel want to appear personally at the hearings.

Objections must be filed with the above Court and sent to the above addresses so that they are postmarked no later than June 24, 2022.

10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a final fairness hearing to decide whether to approve the Settlement on July 28, 2022 at 11:00 a.m. in the courtroom of Judge M. Hannah Lauck of the United States District Court for the Eastern District of Virginia, 701 E. Broad St., 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 moved to a different date or time without additional notice. Please check www.ThinkFinanceSettlement.com or call 1-877-371-0547 to be kept up-to-date on the hearing date, time, and location.

11. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the Court will consider it. You may also hire a lawyer 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 firms as Class Counsel to represent you and all other members of the Settlement Class:

Kristi C. Kelly Andrew J. Guzzo Kelly Guzzo, PLC 3925 Chain Bridge Road, Suite 202 Fairfax, VA 22030	Leonard A. Bennett Consumer Litigation Associates, P.C. 763 J. Clyde Morris Blvd., Suite 1A Newport News, VA 23601	Anna C. Haac Tycko & Zavareei, LLP 1828 L Street, NW, Suite 1000 Washington, DC 20036
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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 in the Eastern District of Virginia case for an award of attorneys' fees not to exceed one third of the amount paid by Defendants. The amounts awarded by the Court will reduce the distributions to Class Members.

Class Counsel will also ask the Court to approve a \$20,000 payment to each of the individual Plaintiffs in the Eastern District of Virginia litigation subject to this Settlement. The Plaintiffs made substantial contributions to prosecute these lawsuits for the benefit of the Class. The Court will ultimately decide how much Class Counsel and individual Plaintiffs will be paid.

The Settlement contains a number of detailed provisions for the allocation of the fund, including amounts to be paid for attorneys' fees. The details about fund distribution are in the Settlement documents, available on the website at www.ThinkFinanceSettlement.com.

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.ThinkFinanceSettlement.com, calling the Settlement Administrator at 1-877-371-0547, contacting Class Counsel at the addresses above in Question 12, or emailing classcounsel@ThinkFinanceSettlement.com.

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

Click [here](#) to unsubscribe from future emails regarding Think Finance Settlements.

EXHIBIT B

Think Finance Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

«FirstName»«LastName»
«Address1»
«Address2»
«City», «State» «Zip»
«Country»

IMPORTANT! DO NOT DISCARD

Your Access Code: THK-ABCDE1234

For information about whether you will qualify for a cash payment, go to
www.ThinkFinanceSettlement.com.

If you are entitled to a cash payment, the Settlement Administrator will mail you a check automatically after the Court grants final approval to the Settlement. The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move.

If You Obtained a Loan or Line of Credit from Great Plains Lending, Plain Green, or MobiLoans 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 states your rights and provides you with information regarding a proposed settlement of three Class Actions (“Settlement”) against Michael and Linda Stinson (“the Stinsons”); Steven Shaper; and companies known as Elevate, Startup Capital Ventures (“SCV”), and 7HBF No. 2 Ltd. (“7HBF2”) (collectively, the “Defendants”) relating to loans originated by Great Plains Lending LLC (“Great Plains”), Plain Green LLC (“Plain Green”), and MobiLoans LLC (“MobiLoans”).
- This Notice is a summary of information about the Settlement and explains your legal rights and options. You are a member of the class of borrowers who will be affected if the Settlement is approved by the Court. The class of borrowers includes anyone who took out a Great Plains loan, who took out a Plain Green loan prior to June 1, 2016, and/or who took a cash advance on a MobiLoans line of credit prior to May 6, 2017.
- This is the third Settlement and related Notice about a series of lawsuits claiming that Plain Green and Great Plains loans and MobiLoans lines of credit did not comply with various state and federal laws. It says these loans and lines of credit were made at annual interest rates greater than what is permitted by state law or the lenders did not have a license to lend when one was required. The Defendants deny all claims in these lawsuits. The first settlement (called the “Think Finance Settlement”) was finally approved in 2019 by the U.S. District Court for the Eastern District of Virginia in *Gibbs, et al. v. Plain Green, LLC, et al.*, No. 3:17-cv-495 and the Bankruptcy Court for the Northern District of Texas in *In re Think Finance, LLC*, No. 17-33964 (“Think Finance Bankruptcy”). The second settlement (called the “Sequoia/TCV Settlement”) was finally approved in 2021 by the U.S. District Court for the Eastern District of Virginia in *Gibbs v. Rees*, No. 3:20-cv-717 and *Gibbs v. TCV V, LP*, No. 3:19-cv-789.
- The complete terms of the proposed Settlement are available at the Settlement website, **www.ThinkFinanceSettlement.com**. You may also get further information about the Settlement at the following telephone number: 1-877-371-0547.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will remain a member of the Settlement Class and may be eligible for benefits, including cash payments. You will give up rights to ever sue the Defendants and others about the legal claims in these lawsuits.
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 you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than in this Settlement.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, you may write to the Court about why you don’t like the Settlement or why the Court should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed Settlement that resolves three Class Action cases: *Gibbs v. Elevate*, No. 3:20-cv-632 (E.D. Va.), *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.), and *Brice v. Stinson*, No. 3:19-cv-1481 (N.D. Ca.). The Settlement will be considered and must be approved by the United States District Court for the Eastern District of Virginia in Richmond, Virginia.

2. WHAT ARE THESE LAWSUITS ABOUT?

The claims involved in the Settlement are about loans and lines of credit made in the name of three companies that are owned by Native American Indian Tribes: Great Plains, Plain Green, and MobiLoans. Several companies, together called Think Finance, provided services to the Native American Indian Tribes. Think Finance was owned by the Stinsons, 7HBF2, SCV, and Shaper Defendants. Defendant Elevate Credit Inc. (“Elevate”) spun off from Think Finance. For purposes of this Notice, the terms “loan” and “loans” refer to both installment loans and cash advances on lines of credit.

The Plaintiffs in the lawsuits covered by the Settlement claim that Defendants violated federal and various state laws by being involved in and/or supporting the making, servicing, and collecting of loans with annual interest rates greater than the amount allowed by state law and without required state licenses. Defendants vigorously deny these allegations and any wrongdoing.

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

3. WHY IS THIS A CLASS ACTION?

In a class action or proceeding, one or more people, called class representatives, bring an action on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are class members, except for those individuals who exclude themselves from the class. Here, Plaintiffs filed lawsuits against Defendants on behalf of themselves and similarly situated consumer borrowers.

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(s) from Great Plains Lending,
- A loan(s) from Plain Green before June 1, 2016,
- A cash advance prior to May 6, 2017 on a line of credit from MobiLoans.

If you received this Notice, we believe you are a member of the Settlement Class, and you will be a Settlement Class Member unless you exclude yourself.

5. WHAT DOES THE SETTLEMENT PROVIDE, AND HOW MUCH WILL MY PAYMENT BE?

The Defendants agreed to provide the following benefits and others more fully described at the Settlement website, www.ThinkFinanceSettlement.com.

These benefits are in addition to the benefits you may have received from the previous Think Finance and Sequoia/TCV Settlements:

- a. **Cash Payments:** A \$44,530,000 fund will be created from contributions by Defendants to provide additional cash payments to Class Members.

If the Settlement receives the Court’s approval, and if you are entitled to any payment, a check for your portion will be automatically mailed to you, if you cashed your check from the prior Think Finance and Sequoia/TCV Settlements. **If you were entitled to payment from the prior Sequoia/TCV Settlement, but did not cash that check, you will not be issued a cash payment for this Settlement unless you submit a request for payment to the Settlement Administrator.** You can go online to www.ThinkFinanceSettlement.com or call 1-877-371-0547 to make this request.

The amount of your check 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 this Settlement is available on the Settlement website, www.ThinkFinanceSettlement.com. You will only get a proportionate share of the recovery (because the total in settlement funds available likely will not be enough to pay everyone the full amount paid on their loan). You may also go to the website to determine if you would receive a payment, and you can contact the Settlement Administrator, using the contact information below, to get an estimate of the amount you likely would receive if the Settlement is approved.

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

You will **not** receive a cash payment, but will receive other benefits, if you:

- Did not make any payments on your Great Plains Lending, Plain Green, or MobiLoans loan; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the principal on your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada (which had no interest restrictions); or
- Did not cash your check from the prior Sequoia/TCV Settlement and do not submit a request for payment to the Settlement Administrator.

b. **Injunctive Relief:** The Settlement provides that Elevate will no longer provide service to Think Finance related companies that were the basis for the claims in *Gibbs v. Elevate*, No. 3:20-cv-632 (E.D. Va.).

c. **Future Recoveries:** It is possible that you will also receive additional cash payments and/or benefits as a result of future lawsuits or claims being pursued by a Litigation Trustee as part of the Think Finance Bankruptcy or against other non-settling defendants in other lawsuits.

6. WHAT DO I HAVE TO DO TO RECEIVE MY PAYMENT?

You do not have to take any action if you cashed the checks you were sent from the prior Think Finance and Sequoia/TCV Settlements. *If you are entitled to a cash payment and cashed your check from the prior Think Finance and Sequoia/TCV Settlements*, the Settlement Administrator will automatically mail you a check approximately 60 days after the Court grants final approval to the Settlement and any appeals are resolved. *If you qualify for a cash payment and DID NOT cash your check from the prior Sequoia/TCV Settlement*, you must request payment from the Settlement Administrator now to receive your cash payment. You can go online to www.ThinkFinanceSettlement.com or call 1-877-371-0547 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 at the telephone number or address below if your address has changed or you can go online to www.ThinkFinanceSettlement.com to update your address.

To find out if you qualify for a cash payment, go to www.ThinkFinanceSettlement.com or call 1-877-371-0547.

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, or recover any additional monies from, the Released Parties concerning the claims relating to your Great Plains, Plain Green, or MobiLoans loan(s). The Released Parties include: (1) Elevate Credit, Inc. ("Elevate"), Christopher Lutes, Sarah Cutrona, Jason Harvison, Cutrona Charitable Foundation ("CCF"), and Starfish Private Foundation (collectively, the "Elevate Defendants"); (2) Michael and Linda Stinson ("the Stinsons"); (3) 7HBF No. 2 Ltd. ("7HBF2"); (4) Startup Capital Ventures, L.P. ("SCV"); (5) Steven Shaper; and (6) additional Released Parties from a complete list that can be found in the Settlement Agreement, available at the Settlement website, www.ThinkFinanceSettlement.com.

Staying in the Class will also mean that you release all claims against the Released Parties arising out of or relating in any way to your Great Plains, Plain Green, or MobiLoans loan(s), regardless of whether such claim is known or unknown, asserted or as yet un-asserted. Staying in the Class also means that any Court orders pertaining to the Settlement will apply to you and legally bind you.

The Settlement provides that Plaintiffs' claims will be resolved with no further litigation against those Defendants who are part of the Settlement. Those Defendants, and certain related companies and individuals, will be released from all further liability related to the loans within the scope of the Settlement, or related conduct.

The complete Release and list of Released Parties can be found in the Settlement Agreement, available on the Settlement website, www.ThinkFinanceSettlement.com.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from the Settlement, you must send an “Exclusion Request” by mail. You may download a form to use from the Settlement website or you may send your own letter which must include:

- Your name, address, and telephone number,
- The name of the Action you wish to be excluded from: *Gibbs v. Stinson*, Case No. 3:18-cv-676 (E.D. Va.),
- A 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** no later than June 24, 2022, to:

Think Finance Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

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 Judge. The Court and Class Counsel will consider your views carefully.

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

<u>COURT</u>	<u>SETTLEMENT ADMINISTRATOR</u>
Clerk of the Court	Think Finance Settlement
United States District Court	c/o Settlement Administrator
Eastern District of Virginia	P.O. Box 16
701 E. Broad St.	West Point, PA 19486
Richmond, VA 23219	

You should include the docket number on the front of the envelope and letter you file to the Court for the Settlement: “FOR THE *Gibbs v. Stinson*, Case No. 3:18-cv-676 (E.D. Va.) Settlement.”

All objections must include:

- Your name, address, telephone number, and e-mail address;
- The name of your counsel (if any), including any former or current counsel who may seek compensation for any reason related to your objection;
- Your account number (if you know it) with the Tribal Lender;
- A sentence explaining the basis on which you claim to be a Settlement Class Member;
- Factual basis and legal grounds for the objection to the Settlement; and
- A statement if you or your counsel want to appear personally at the hearings.

Objections must be filed with the above Court and sent to the above addresses so that they are postmarked no later than June 24, 2022.

10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a final fairness hearing to decide whether to approve the Settlement on July 28, 2022 at 11:00 a.m. in the courtroom of Judge M. Hannah Lauck of the United States District Court for the Eastern District of Virginia, 701 E. Broad St., 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 moved to a different date or time without additional notice. Please check www.ThinkFinanceSettlement.com or call 1-877-371-0547 to be kept up-to-date on the hearing date, time, and location.

11. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the Court will consider it. You may also hire a lawyer 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 firms as Class Counsel to represent you and all other members of the Settlement Class:

<p>Kristi C. Kelly Andrew J. Guzzo Kelly Guzzo, PLC 3925 Chain Bridge Road, Suite 202 Fairfax, VA 22030</p>	<p>Leonard A. Bennett Consumer Litigation Associates, P.C. 763 J. Clyde Morris Blvd., Suite 1A Newport News, VA 23601</p>	<p>Anna C. Haac Tycko & Zavareei, LLP 1828 L Street, NW, Suite 1000 Washington, DC 20036</p>
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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 in the Eastern District of Virginia case for an award of attorneys' fees not to exceed one third of the amount paid by Defendants. The amounts awarded by the Court will reduce the distributions to Class Members.

Class Counsel will also ask the Court to approve a \$20,000 payment to each of the individual Plaintiffs in the Eastern District of Virginia litigation subject to this Settlement. The Plaintiffs made substantial contributions to prosecute these lawsuits for the benefit of the Class. The Court will ultimately decide how much Class Counsel and individual Plaintiffs will be paid.

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EXHIBIT C



Gibbs v. Stinson - Cumulative Exclusion List
- 18 Class Members

<u>ID#</u>	<u>First Name</u>	<u>Last Name</u>
2403550	Patricia	Addie
1277773	Lori	Bogdanovich
3548136	Doris	Daniel
3930080	Rachael	Dedman
1131897	Karin	Kirk
3541625	Kan	Lamat
3908338	Ronald	Lane
2095361	Vanessa	Limones
1042264	Cassandra	Lockhart
3645587	Melissa	Mahan
1075458	Pedro	Munoz
1261179	Geraldo	Rosario
3757196	Sopheary	Sanh
3837025	Randall	Sobering
1181480	Daniel	Spencer
3801721	Samantha	Stapleton
3688845	Joanne	Story
3705735	Mary	Wells