

## 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](http://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

<b>DO NOTHING</b>	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.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT TO THE SETTLEMENT</b>	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](http://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](http://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](http://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](http://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](http://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](http://www.ThinkFinanceSettlement.com) to update your address.

To find out if you qualify for a cash payment, go to [www.ThinkFinanceSettlement.com](http://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](http://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](http://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:

<b><u>COURT</u></b>	<b><u>SETTLEMENT ADMINISTRATOR</u></b>
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](http://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](http://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](http://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](mailto: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.**