

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CURTIS DIXON AND PAULA FLAMINI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BENJAMIN E. GATZKE; BWDS, LLC;
TAYLOR MCCABE; WILLIAM BELL;
LYOLENE DILLON; JARRETT AZURE;
TICIA CLIFF; DOUG STEWART; FRANK
DONEY; AND JOHN DOES 1-40,

Defendants.

Case No.1:24-cv-11834-MFK-HKM

Hon. Matthew F. Kennelly

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Plaintiffs Curtis Dixon and Paula Flamini ("Plaintiffs") on behalf of themselves and a proposed Settlement Class, hereby move for an order pursuant to Fed. R. Civ. P. 23:

1. Granting preliminary approval of a settlement between Plaintiffs and Defendants Benjamin E. Gatzke; BWDS, LLC; Taylor McCabe; William Bell; Lyolene Dillon; Jarrett Azure; Ticia Cliff; Doug Stewart; Frank Doney ("Defendants"), and finding that the Settlement encompassed by the Settlement Agreement (attached as Exhibit 1 to the Declaration of John G. Albanese in Support of Plaintiffs' Motion for Preliminary Approval of Settlement) is preliminarily determined to be fair, reasonable, adequate and in the best interests of the Settlement Class, raises no obvious reasons to doubt its fairness, and raises a reasonable basis for presuming that the Settlement and its terms satisfy the requirements of Fed. R. Civ. P. 23(c)(2) and 23(e);

2. Finding that the Court will likely find that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) will be satisfied for settlement and judgment purposes only, and thus that the Court will likely be able to certify the Settlement Class as proposed in the Settlement Agreement;

3. Appointing Curtis Dixon and Paula Flamini as the representatives of the Settlement Class (“Class Representatives”);

4. Appointing Berger Montague PC as Settlement Class Counsel under Fed. R. Civ. P. 23(g);

5. Appointing the Settlement Administrator as American Legal Claim Services; and

6. Approving the proposed notice plan and authorizing dissemination of notice to the Settlement Class.

WHEREFORE, for the reasons set forth in the accompanying memorandum of law and exhibits, Plaintiffs respectfully request that the Court grant this motion and enter the Preliminary Approval Order filed herewith. Defendants do not oppose this motion.

Dated: September 17, 2026

Respectfully submitted,

/s/ John G. Albanese

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

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Plaintiffs Curtis Dixon and Paula Flamini (collectively, “Plaintiffs”) and Defendants, defined below, have reached an outstanding settlement that resolves this class action on terms that warrant the Court’s preliminary approval. The Settlement caps nearly two years of contested litigation over Bright Lending, a tribal online lender managed by Island Mountain Development Group (“IMDG”), each an arm of the Fort Belknap Indian Community of Montana (the “Tribe”). Plaintiffs allege that Bright Lending’s business violates state usury laws, which Defendants deny. Plaintiffs brought this action against the members of IMDG’s board (the “Tribal Defendants”) and against the Tribe’s non-tribal business vendors, Benjamin E. Gatzke and BWDS, LLC (the “BorrowWorks Defendants”) (together with the Tribal Defendants, “Defendants”).

Defendants have defended this case aggressively from the outset. After Plaintiff Dixon filed this case in November 2024, Defendants collectively filed three motions to dismiss on personal-jurisdiction, failure-to-state-a-claim, and Rule 19 non-joinder grounds. (*See* ECF Nos. 39, 40, 42-45.) Following full briefing, the Court denied these motions as to all Defendants but one, granting only Newport Funding’s motion for lack of personal jurisdiction. (ECF No. 59.) Plaintiff Dixon and the remaining Defendants then commenced discovery.

Discovery has been extensive in its own right. The parties exchanged voluminous written discovery, resulting in the production of over 200,000 pages of documents. Plaintiffs also issued fifteen third-party subpoenas and retained forensic experts to assist in reviewing Defendants’ financial records. By the time the Parties agreed to mediate, Plaintiffs had reviewed a substantial portion of Defendants’ and third parties’ productions and were actively preparing for depositions, giving Plaintiffs a relatively complete picture of the facts underlying the claims and defenses.

This case settled at the right time. The Parties reached resolution after they had developed enough of the factual record to value the case with confidence, but before either side had spent the

substantial resources that taking and defending depositions—not to mention expert discovery, class certification, summary judgment, trial, and inevitable appeals—would have required. That timing let the Settlement Class, defined below, capture the benefit of a fully informed negotiation without absorbing the delay, expense, and litigation risk that further discovery, motion practice, class certification, and trial would have added. Reaching that resolution nonetheless required considerable effort: the Parties attended two lengthy mediation sessions with a third-party neutral and exchanged extensive communications beyond those sessions before finally entering into a Stipulation and Agreement of Settlement (the “Settlement Agreement”), attached to the Declaration of John G. Albanese (“Albanese Decl.”) as Exhibit 1¹.

The Settlement affords substantial relief to class members, including (i) cancellation of more than \$300 million of outstanding loans (based on Plaintiffs’ Counsel’s analysis), and (ii) creation of a \$15,000,000.00 common Settlement Fund to be distributed to consumers who repaid allegedly unlawful amounts above principal. (*See id.*) This amounts to more than \$315 million in benefits to class members, before even accounting for other valuable consideration, such as Defendants’ request for deletion of any negative credit reporting associated with the loans. The Settlement also stands up well against, and in several respects exceeds, other major tribal lending settlements. *See Galloway v. Williams*, No. 3:19-cv-470, Final Approval Order, ECF No. 115 (E.D. Va. Dec. 18, 2020) (granting final approval of a class settlement providing a common fund of \$8,700,000 and injunctive relief limiting the amount of recovery on any loans to no more than two-and-a-half times the principal amount); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, Final Approval Order, ECF No. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of a class

¹ The Agreement is executed by Plaintiffs and the Gatzke Defendants. The Tribal Defendants’ signatures are forthcoming, and the Parties will file an amended Exhibit 1, with all signatures, as soon as possible

settlement providing \$15,903,721 and \$380,000,000 in debt cancellation); *Turner v. ZestFinance, Inc.*, No. 3:19-cv-293, Final Approval Order, ECF No. 114 (E.D. Va. July 9, 2020) (granting final approval of a class settlement providing a common fund of \$18.5 million and \$170 million in debt cancellation).

Under Federal Rule of Civil Procedure 23, Plaintiffs now move for preliminary approval of the proposed Settlement. Defendants do not oppose the relief sought in this Motion.

PROCEDURAL HISTORY

I. The Pleadings

Plaintiff Dixon filed this action on November 18, 2024, on behalf of himself and a putative nationwide class of Bright Lending borrowers. (ECF No. 1.) Plaintiff Dixon alleged that the BorrowWorks Defendants, together with Newport Funding LLC and an unnamed lender, designed, financed, and operated the alleged Bright Lending scheme, while the Tribal Defendants, each sued in their official capacities as members of the IMDG Board, lent the Tribe's sovereign immunity to shield the alleged scheme from suit. (*See generally id.*) Each of the three defendant groups moved to dismiss: the BorrowWorks Defendants at ECF No. 39 (memorandum at ECF No. 40), the Tribal Defendants at ECF No. 42 (memorandum at ECF No. 43), and Newport Funding, LLC at ECF No. 44 (memorandum at ECF No. 45). Plaintiff Dixon opposed all three motions. (*See* ECF Nos. 48, 49, 50.) On July 2, 2025, the Court granted only Newport Funding's motion, concluding that it lacked personal jurisdiction over that defendant, and denied the remaining motions in full. (ECF No. 59.)

The Parties thereafter negotiated a discovery and pre-trial schedule, which they proposed to the Court on July 8, 2026. (ECF No. 60.) On July 9, 2026, the Court set a discovery and pre-trial schedule, including a July 14, 2026 deadline for the close of fact discovery. (ECF No. 61.) On

July 24, 2025, each set of Defendants filed an answer, asserting a total of twelve affirmative defenses. (ECF Nos. 62, 63.) Before commencing discovery in earnest, the parties negotiated a protective order, which the Court entered on August 22, 2025. (ECF Nos. 64, 65.)

II. Discovery

The Parties thereafter exchanged extensive written discovery. On July 15, 2025, Plaintiff Dixon served interrogatories, requests for production, and requests for admission on both the Tribal Defendants and the BorrowWorks Defendants. (Albanese Decl. ¶ 4.) Defendants likewise served interrogatories, requests for production, and requests for admission on Plaintiff Dixon on October 6, 2025. (*Id.* ¶ 5.) The Parties responded to these requests and met and conferred repeatedly regarding the scope of discovery, including the completeness of responses and productions, the specificity of responses to individual requests, and the search terms and custodians to be used to identify responsive electronically stored information. Defendants ultimately produced over 200,000 pages of documents, ranging from detailed, consumer-level loan data to external-facing marketing materials. (*Id.* ¶ 6.) On April 23, 2026, Plaintiff Dixon noticed the Rule 30(b)(6) deposition of BWDS, LLC, and the Parties began meeting and conferring on deposition topics. (*Id.* ¶ 7.) Further, as the volume of discovery grew, the Parties jointly stipulated that Plaintiff Dixon could notice up to fifteen depositions, itself a marker of how substantial the Parties expected discovery to be. (*See* ECF No. 76.)

The Parties also conducted substantial third-party and expert discovery, both of which would only have grown more costly and complicated had the case proceeded toward trial. Plaintiff Dixon issued and negotiated fifteen third-party subpoenas, including to Defendants' banks and former employees. (Albanese Decl. ¶ 8.) Plaintiff Dixon had also retained forensic accounting experts to audit Defendants' financial and loan-level data and met with them regularly to guide

that review. (*Id.* ¶ 9.) By the time the Parties turned to mediation, Plaintiffs had reviewed a substantial portion of Defendants’ and third parties’ productions and were actively preparing for depositions, which were scheduled to begin, on an aggressive schedule, in June 2026.

III. Settlement Negotiations

With depositions around the corner and fact discovery set to close on July 14, 2026, the parties agreed to mediate. (*Id.* ¶ 9.) The Parties mediated in-person with Rodney A. Max of the Upchurch Watson White & Max Mediation Group for a full day on May 21, 2026, and again remotely for a half-day on June 5, 2026. (*Id.*) The parties continued negotiating for several weeks afterward before reaching the Settlement Agreement, attached to the Albanese Declaration as Exhibit 1. (*Id.*)

IV. Amended Complaint

On September 16, 2026, with Defendants’ consent, Plaintiff Dixon filed the First Amended Complaint (“FAC,” ECF No. 86). The FAC added Plaintiff Flamini as an additional named plaintiff, on behalf of the Debt Relief Subclass, and conformed the class definitions to the Settlement Class and Monetary Relief and Debt Relief Subclasses set forth in the Settlement Agreement. (*See generally id.*)

KEY SETTLEMENT TERMS

I. Class Definition

Under the Settlement Agreement, the Parties have agreed to resolve the claims of a nationwide class (the “Settlement Class”), consisting of two subclasses pursuant to Fed. R. Civ. P. 23(c)(5) (the “Monetary Relief Class” and the “Debt Relief Class,” each a “Subclass,” and together referred to as the Settlement Class), defined as follows:

Monetary Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not a member of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

(Ex. 1 § 4.3.)²

Based on a review of its loan-level data, Defendants estimate that the Monetary Relief Class includes approximately 180,926 Settlement Class Members, while the Debt Relief Class consists of approximately 443,697 Settlement Class Members. (*Id.*)

II. The Settlement Provides Significant and Meaningful Relief to Borrowers

The Settlement provides significant consideration to Settlement Class Members, primarily in the form of debt cancellation and monetary payments.

For Debt Relief Class Members, Defendants have agreed to eliminate the balance due on *all* outstanding loans originated by Bright Lending during the Debt Relief Class Period. (*Id.* § 4.5(a)(i).) Defendants will do the same for Monetary Relief Class Members. (*Id.* § 4.5(a)(vii).) Based on Plaintiffs' Counsel's analysis, the Settlement will provide more than \$300 million in debt forgiveness. (Albanese Decl. ¶ 10.) In addition, Defendants will (i) cease collecting any of Settlement Class Members' qualifying loans, (ii) not sell Settlement Class Members' personally

² Plaintiffs' Counsel are aware of two other class action cases filed challenging Bright Lending's operations, and the classes here overlap in part with the class definitions set forth in the complaints in those cases. *Loree v. Aaniih Nakoda Finance LLC*, No. 1:25-cv-369 (N.D. Fla.); *Weidley v. Aaniih Nakoda Finance, LLC*, No. 5:22-cv-905 (N.D. Ala.). *Loree* has not progressed past the pleadings stage and there is a motion to dismiss pending. *Weidley* is currently stayed in its entirety pending an appeal from the denial of a motion to dismiss for one of the defendants in that matter.

identifying information that was obtained between October 1, 2020, and June 4, 2026, to third parties for third party marketing purposes; and (iii) request the deletion of all negative tradelines previously reported to consumer reporting agencies in the name of Bright Lending regarding loans originated between October 1, 2020 and December 31, 2024. (Ex. 1, § 4.5(a)(ii-iv).)

Each Monetary Relief Class Member will also receive a Cash Award. The proposed Settlement will create a Settlement Fund in the amount of **\$15,000,000.00**, from which payments will be allocated to Monetary Relief Class Members “*pro rata* based on the amount of alleged usurious interest [each Monetary Relief Class Member] paid above principal,” after deducting any Service Awards, attorneys’ fees, and costs that are approved by this Court. (*Id.* § 4.5(b).) In the event that a Monetary Relief Class Member did not pay allegedly usurious interest, they will receive \$15³; no Monetary Relief Class Member will receive less than \$15. (*Id.* § 4.5(b)(iii)(3).) Monetary Relief Class Members may elect to receive their Cash Award electronically; any Monetary Relief Class Member who does not make an election by the Payment Election Deadline will have a check mailed to the most recent address shown in Bright Lending’s records (or any updated address the Settlement Class Member provides to the Administrator). (*Id.* § 4.5(b)(iii)(4).)

In sum, every Settlement Class Member will receive, at a minimum, debt cancellation and other injunctive relief, while many will also receive a Cash Award of at least \$15. Importantly, Settlement Class Members will receive all of the foregoing consideration without needing to submit a claim form, prove any harm, or take any affirmative action at all.

³ This unusual situation can occur if a borrower pays back the loan only a couple days after taking it out.

III. The Release Tracks the Consideration Received

The scope of each Settlement Class Member's release tracks the relief received. Monetary Relief Class Members who are issued a Cash Award give a relatively broad release: upon the Effective Date, they will release and discharge any and all claims against the Released Parties related to their Bright Lending loans, including claims that could have been, but were not, asserted in the Action. (*Id.* § 5.1(a).)

On the other hand, Debt Relief Class Members—who will not receive any monetary consideration from the Settlement—give only a limited release: they waive class, collective, and other aggregated claims related to their loans against the Released Parties, but “retain any rights to bring individual actions or arbitration against the Released Parties.” (*Id.* § 5.1(b).)

IV. Attorneys' Fees, Costs, and Service Awards

Under the Settlement Agreement, Class Counsel will apply for attorneys' fees in an amount to be approved by the Court, but not to exceed 33.33% of the Settlement Fund, or \$4,999,500. (*Id.* § 4.7.) They will also seek reimbursement of reasonable out-of-pocket costs. (*Id.* § 4.7.) In addition, Plaintiff Dixon will apply for a Service Award of \$10,000 for his role as Class Representative to compensate him for his efforts in prosecuting this case and obtaining the excellent result for Settlement Class Members. (*Id.* § 4.6.) Meanwhile, Plaintiff Flamini will apply for a Service Award of \$1,000 for her service to the Settlement Class. (*Id.*) The Settlement is not conditioned upon the District Court's approval of either attorneys fees and costs or Service Awards. (*Id.* §§ 4.6, 4.7.)

V. Class Action Fairness Notice

Defendants will cause notice of the proposed settlement under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to be provided. (*Id.* § 6.3(e).)

VI. Notice, Opt-Outs, and Objections

Notice will be a combination of email notice to verified email addresses or U.S. Mail to each Settlement Class Member. If approved by the Court, American Legal Claim Services, LLC (the “Settlement Administrator” or “Administrator”), will first email notice to Settlement Class Members at the most recent email address shown in Bright Lending’s electronic records, as maintained in the ordinary course of business. (*Id.* § 6.3(a); *see also* Declaration of Mark Unkefer (“Unkefer Decl.”) ¶ 9.) If email notice results in a bounce-back email, a postcard notice will be mailed to Settlement Class Members via first class mail. (Ex. 1 § 6.3(b); Unkefer Decl. ¶ 9.) Prior to mailing, the Settlement Administrator will run mailing addresses once through the National Change of Address system or any other postal address verification database that the Administrator deems proper. (Ex. 1 § 6.3(b); Unkefer Decl. ¶ 8.) Returned postcard notices will be remailed if they are returned within twenty days of the postmark date and contain a forwarding address. (Ex. 1 § 6.3(b).) In addition, prior to the Payment Election Deadline, the Administrator will send a reminder notice by email to each Monetary Relief Class Member with a valid email address who has not yet made a payment election. (*Id.* § 6.3(d).)

Additionally, the Settlement Administrator will create and update a website on which pertinent information related to this Settlement will be made available to Settlement Class Members, including a more detailed Long Form Notice; the FAC; the Settlement Agreement; any motions and memoranda seeking approval of the proposed class action settlement, approval of attorneys’ fees and costs, or approval of Service Awards; and any orders of this Court relating to the Settlement. (*Id.* § 6.3(c).)

A Settlement Class Member who wants to be excluded from the Settlement Class must advise the Administrator in writing, and their opt-out request must be postmarked no later than the

Opt-Out Deadline. (Ex. 1 § 8.2(a).) The Settlement Class Member’s opt-out request must identify the name of this Action and contain the Member’s full name, address, and telephone number. (*Id.*) Further, the Settlement Class Member must sign the request and include a statement that they wish to be excluded from the Settlement Agreement. (*Id.*)

A Settlement Class Member who has not opted out may object to the Settlement by filing a written objection with the Court no later than the Objection Deadline, with copies mailed or emailed to the Administrator. (*Id.* § 8.3(a)–(b).) The objection must include the name of this action, the objector’s name, address, and telephone number, the account number of the relevant extension of credit, a statement confirming the objector’s membership in the Settlement Class, the factual and legal basis for the objection, and a list of any prior class settlement objections by the objector or their counsel; counsel representing an objecting Settlement Class Member must enter an appearance in the action. (*Id.* § 8.3(c).) The right to object must be exercised individually, not on behalf of a group, class, or subclass, and any Settlement Class Member who fails to timely object waives the right to object by any means, including on appeal. (*Id.* § 8.3(a), (d).)

LEGAL STANDARD

“Federal Rule of Civil Procedure 23(e) requires court approval of any settlement that effects the dismissal of a class action.” *Reynolds v. Beneficial Nat’l Bank*, 288 F.3d 277, 279 (7th Cir. 2002) (cleaned up). “When parties seek preliminary approval of a class-action settlement agreement under Rule 23(e), the district court must undertake three essential inquiries.” *In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1083 (N.D. Ill. 2021).

“First, the court must determine whether it ‘will likely be able’ to certify the putative class for purposes of judgment on the proposed settlement.” *Reynolds*, 288 F.3d at 279 (quoting Fed. R. Civ. P. 23(e)(1)(B)(ii)). “This inquiry focuses on two rules: Rule 23(a) and Rule 23(b)(3).” *In re*

TikTok, 565 F. Supp. 3d at 1084. As for the former, “the Court must determine whether it is likely to find that: ‘(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.’” *Id.* (quoting Fed. R. Civ. P. 23(a)). Next, “the Court also must consider whether it is likely to conclude that: ‘the questions of law or fact common to the class members predominate over any questions affecting only individual members’; and ‘a class action is superior over other available methods for fairly and efficiently adjudicating the controversy.’” *Id.* at 1086 (quoting Fed. R. Civ. P. 23(b)(3)).

“Second, the district court must determine whether the proposed settlement is ‘within the range of possible approval’ with regard to the criteria set forth in Rule 23(e)(2).” *Id.* at 1083 (quoting *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982)). “Under Rule 23(e)(2), the court may finally approve a proposal settlement ‘only after a hearing and only on finding that it is fair, reasonable, and adequate.’” *Id.* (quoting Fed. R. Civ. P. 23(e)(2)). Per the 2018 amendment to Fed. R. Civ. P. 23, in making this determination, the Court should “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).⁴

⁴ These considerations overlap considerably with “[t]he Seventh Circuit’s ‘longstanding guidance’ on Rule 23(e)(2),” which “instructs district courts to consider the following factors in conducting

Finally, if the first two steps are satisfied, “the court must then direct the plaintiffs to provide notice ‘in a reasonable manner to all class members who would be bound’ by the proposed settlement agreement.” *In re TikTok*, 565 F. Supp. 3d at 1084 (quoting Fed. R. Civ. P. 23(e)(1)). “For any Rule 23(b)(3) class proposed to be certified for purposes of a settlement under Rule 23(e), ‘the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.’” *Id.* (quoting Fed. R. Civ. P. 23(c)(2)(B)).

ARGUMENT

I. The Settlement Class Should be Certified

To certify a class, the Court must find that the prerequisites of Rule 23(a) are met, and that the case falls within at least one of the categories listed in Rule 23(b). The same standards generally apply where certification is sought for settlement purposes only, although issues of manageability at trial are not relevant. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

A. The Settlement Class Satisfies Rule 23(a)

i. The Settlement Class is Numerous

Members of a certifiable class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Where the class numbers 40 or more, joinder is usually impracticable and the numerosity requirement is met. *Morris v. Risk Mgmt. Alternatives, Inc.*, 203

a fairness inquiry: ‘(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.’” *In re TikTok, Inc.*, 565 F. Supp. 3d at 1083–84 (quoting *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014)).

F.R.D. 336, 342 (N.D. Ill. 2001). Here, each Subclass has over 100,000 class members. The numerosity requirement is met.

ii. There Are Common Questions of Law and Fact

Rule 23(a)(2) requires that the Court find that “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality exists where the class representative shares “even a single” common question of law or fact with members of the class. *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750 (7th Cir. 2014) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011)). “Where the same conduct or practice by the same defendant gives rise to the same kind of claims from all class members, there is a common question.” *Id.* at 756. *See also Parker v. Risk Mgmt. Alternatives, Inc.*, 206 F.R.D. 211, 213 (N.D. Ill. 2002) (“[A] common nucleus of operative fact is usually enough to satisfy the [commonality] requirement.”).

Here, by definition, Settlement Class Members share multiple questions of law and fact. Plaintiffs allege that Defendants operated a common lending operation that charged Settlement Class Members usurious interest rates on consumer loans in violation of federal and state law. That conduct was the same for every Class Member. Common questions include: (i) whether Defendants violated state usury and consumer protection laws; (ii) whether Defendants constitute an “enterprise” under RICO; (iii) whether Defendants violated RICO; (iv) the scope of any prospective relief; and (v) the proper measure of damages. These common questions satisfy Rule 23(a)’s commonality requirement. Indeed, courts across the country have found that there are common questions of law and facts in similar cases alleging usurious lending. *See, e.g., Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 58 (E.D. Va. 2021) (“Plaintiffs have met their burden of showing that commonality exists among the proposed classes. The proposed class members’ claims are all based on the same tribal lending scheme, and in particular, on ‘the same conduct,

practice, and procedure on the part of [the participant].”); *Gibbs v. Stinson*, No. 18-676, 2021 WL 4812451, at *13 (E.D. Va. Oct. 14, 2021) (finding that “Defendants’ ownership and involvement in developing a lending scheme” raised “at least eight common questions of law that can be evaluated with common proof,” such as whether the interest rates violated the law, whether the choice-of-law provisions were enforceable, and whether participants constituted an enterprise); This Court should do the same.

iii. Plaintiffs’ Claims Are Typical of the Settlement Class

A class representative’s claims or defenses must be “typical” of the claims or defenses of the class. Fed. R. Civ. P. 23(a)(3). The Seventh Circuit has described the typicality requirement as “typical if [the plaintiff’s claim] arises from the same event or practice or course of conduct that gives rise to the claims of other class members and [is] based on the same legal theory.” *Lacy v. Cook Cnty., Ill.*, 897 F.3d 847, 866 (7th Cir. 2018) (quoting *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992)) (cleaned up). “[T]ypicality does not require perfect identity of claims,” but rather requires that they share the “same essential characteristics.” *Brown v. Cook Cnty.*, 332 F.R.D. 229, 241 (N.D. Ill. 2019). “The typicality analysis invites the question of who the class members are, what their claims are, and how many class members actually have viable claims.” *Smith v. City of Chicago*, 340 F.R.D. 262, 289 (N.D. Ill. 2021).

Plaintiffs’ claims are typical of the claims of the Settlement Class because they arise from the same alleged conduct and depend on the same legal theories advanced on behalf of all Settlement Class Members. Plaintiff Dixon is typical of the Monetary Relief Class because, like its members, he obtained loans from Bright Lending and fully repaid at least one loan, allegedly paying unlawful interest and charges as a result. Plaintiff Flamini is typical of the Debt Relief Class because, like its members, she obtained loans from Bright Lending and remains subject to

outstanding loan obligations allegedly arising from the same unlawful lending practices. In each instance, Plaintiffs challenge Defendants' uniform practice of extending and collecting on loans through the tribal lending model at allegedly usurious rates. Thus, Plaintiffs and Settlement Class Members are aligned in seeking to establish Defendants' liability based on the same course of alleged conduct, with any differences among Class Members affecting only the amount or type of relief available, not the underlying claims themselves.

iv. Plaintiffs and Class Counsel Will Adequately Represent the Settlement Class

The fourth and final Rule 23(a) requirement is “adequacy of representation.” Fed. R. Civ. P. 23(a)(4). “This prerequisite of Rule 23(a) has two components: (1) ‘the representatives must not possess interests which are antagonistic to the interests of the class,’ and (2) ‘the representatives’ counsel must be qualified, experienced and generally able to conduct the proposed litigation.” *In re TikTok*, 565 F. Supp. 3d at 1085. Here, adequacy is satisfied.

First, Plaintiffs will fairly and adequately protect the interests of the Settlement Class because their interests are fully aligned with those of the absent Settlement Class Members, and they have no conflicts with the Class they seek to represent. Plaintiff Dixon seeks the same relief as members of the Monetary Relief Class based on the same alleged unlawful lending practices, while Plaintiff Flamini seeks the same relief as members of the Debt Relief Class based on those same alleged practices. Both Plaintiffs share the common objective of holding Defendants accountable for allegedly charging and collecting unlawful interest and fees through the tribal lending model and obtaining meaningful relief for affected borrowers. *See Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 492 (N.D. Ill. 2015) (finding proposed class representative adequate where there was “no evidence on the record to suggest[] that [his] interests are adverse to those of the settlement class”); *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 344

(N.D. Ill. 2010) (finding that plaintiffs satisfied the adequacy requirement because they “have claims that are typical of those brought by other class members, and their interests appear to be entirely consistent with those of the other class members”).

Second, adequacy is further established by the qualifications and experience of proposed Class Counsel. Berger Montague is one of the nation’s premier plaintiffs’ class action law firms and has long been recognized for its successful prosecution of complex class actions and other high-stakes litigation. (Albanese Decl. ¶ 11.) Class Counsel have extensive experience litigating consumer protection class actions, including many cases challenging allegedly unlawful tribal lending arrangements. (*Id.* ¶¶ 12-13.) Class Counsel “have invested substantial time and resources in this case,” by, for example, conducting a substantial pre-suit investigation, litigating the action through extensive motion practice and discovery, engaging in arm’s-length settlement negotiations, and leveraging their experience in this specialized area to obtain significant relief for class members. *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 344; Albanese Decl. ¶¶ 4-9. They also “have experience pursuing consumer-class-action cases and do not appear to have interests that conflict with those of the class.” *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 344. Indeed, courts across the country have repeatedly appointed Berger Montague and its attorneys—including proposed Class Counsel here—to serve as class counsel in complex class actions, reflecting the firm’s reputation, experience, and demonstrated ability to vigorously and effectively represent the interests of absent class members. (Albanese Decl. ¶ 11.) *See also Kolinek*, 311 F.R.D. at 492 (finding adequacy of counsel satisfied where “class counsel have performed satisfactorily on behalf of the class and have demonstrated their competence in representing the class’s interests”); *Lewis v. Newfold Digital, Inc.*, No. 25-00275, 2026 WL 930847, at *5 (S.D. Ind. Apr. 1, 2026) (finding class counsel adequate where they

have “experience litigating complex class actions under the [relevant law] and do not appear to have interests that conflict with those of the Class”).

Accordingly, both Plaintiffs and Class Counsel satisfy Rule 23(a)(4)’s adequacy requirement.

B. The Settlement Class Satisfies Rule 23(b)(3)

Rule 23(b)(3) provides that “[a]n action may be maintained as a class action if the prerequisites of [Rule 23(a)] are satisfied, and in addition[,] the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members[.]” Fed. R. Civ. P. 23(b)(3). The Settlement Class satisfies both requirements.

i. Common Issues Predominate Over Individualized Issues

Rule 23(b)(3) requires that the common issues of law and fact shared by the Settlement Class Members “predominate” over individual issues. “This inquiry ‘trains on the legal or factual questions that qualify each class member’s case as a genuine controversy,’ with the purpose being to determine whether a proposed class is ‘sufficiently cohesive to warrant adjudication by representation.’” *Kolinek*, 311 F.R.D. at 492 (quoting *Amchem Prods.*, 521 U.S. at 623).

Here, a single, common story explains every Settlement Class Member’s claim: Defendants allegedly operated a unified tribal lending scheme that allegedly charged usurious interest to borrowers nationwide. Every question that matters here admits a single, classwide answer. Either Defendants’ alleged lending scheme violated state usury and consumer protection law, or it did not. Either Defendants constitute an “enterprise” under RICO, or they do not. Either tribal sovereign immunity shields them, or it does not. None of these questions turns on facts specific to any individual borrower; each turns on what Defendants did, uniformly, to the Settlement Class as a whole. Accordingly, “[t]hese common questions are the main questions in this case, and they

predominate over individual issues that might also exist.” *Kolinek*, 311 F.R.D. at 493. *See generally Gibbs*, 2021 WL 4812451, at *17 (“The central issue before the Court is whether Defendants are liable as decisionmakers, founders, owners, or indirect beneficiaries of the tribal lending scheme perpetuated by Think Finance. This alone, as the qualitatively overarching issue of this case, satisfies the predominance requirement and outweighs any issues particular to individual class members.”).

Every Settlement Class Member’s claim rests on the same alleged scheme, the same alleged misconduct, and the same legal theories. “Plaintiffs have shown that common questions of law and fact predominate,” specifically by alleging “that Defendants engaged in standardized conduct that violated laws that are common within each subclass.” *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 345. Predominance is satisfied.

ii. Class Treatment is a Superior Means of Resolving This Matter

Finally, Plaintiffs must demonstrate that class resolution is “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). “A class action is superior where potential damages may be too insignificant to provide class members with incentive to pursue a claim individually.” *Jackson v. Nat’l Action Fin. Servs. Inc.*, 227 F.R.D. 284, 290 (N.D. Ill. 2005). “Class treatment is especially appropriate for consumer claims,” because “an individual consumer’s claim would likely be too small to vindicate through an individual suit.” *Murray v. New Cingular Wireless Servs., Inc.*, 232 F.R.D. 295, 303 (N.D. Ill. 2005).

Class resolution is superior to any realistic alternative here. Individual litigation would be economically irrational for most Settlement Class Members. *See, e.g., In re TikTok, Inc.*, 565 F. Supp. 3d at 1086 (“The requirement of superiority also is met because, given the relatively modest amounts that class members would stand to recover in individual actions, it is improbable that

many would possess the initiative to litigate individually.”). Individual suits would also risk inconsistent results on the same threshold question: whether the Tribal Defendants’ sovereign immunity is genuine or, as Plaintiffs allege, illusory. That question does not change from plaintiff to plaintiff, and litigating it case by case invites the possibility that different courts reach different answers on the same facts, exposing Defendants to inconsistent obligations and leaving similarly situated borrowers with different outcomes for no principled reason. A single class proceeding avoids that risk and gives Settlement Class Members a practical path to relief that individual litigation could not. Superiority is satisfied.

II. The Settlement is Fair, Reasonable, and Adequate and Satisfies the Requirements of Rule 23(e)(2)

Rule 23(e)(2) requires the Court to determine that the proposed Settlement is “fair, reasonable, and adequate” before granting preliminary approval, considering whether: (A) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm’s length; (C) the relief provided is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). Each of these factors weighs in favor of preliminary approval of the Settlement.

A. Plaintiffs and Class Counsel Have Adequately Represented the Settlement Class

Rule 23(e)(2)(A) asks whether “the class representatives and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). For the reasons already explained above, they have. *See supra* Section I.A.iv. Plaintiffs have no interests antagonistic to the Settlement Class and Plaintiff Dixon has remained actively involved in this litigation throughout, while Class Counsel—who bring substantial experience litigating consumer-protection class actions, including tribal

lending cases like this one—pursued this case through extensive motion practice and discovery before negotiating the Settlement. *Id.*

Courts routinely credit this kind of showing. *See, e.g., Chambers v. Together Credit Union*, No. 19-CV-00842-SPM, 2021 WL 1948453, at *2 (S.D. Ill. May 14, 2021) (finding this factor satisfied, at final approval, where “Class Representative and Class Counsel have adequately represented the Class by vigorously pursuing this litigation both through motion practice on the legal merits and through discovery of facts and potential damages”); *Shaw v. Quad/Graphics, Inc.*, No. 20-1645, 2025 WL 2972286, at *4 (E.D. Wis. Oct. 21, 2025) (finding this factor satisfied where counsel represented that they were experienced litigators who had been appointed lead or co-counsel in “dozens of class and collective actions” and where the named plaintiff had “diligently litigated” the case). Here, where Class Counsel has prosecuted this action for nearly two years through motion practice, extensive discovery, and arm’s-length settlement negotiations, and Plaintiffs Dixon and Flamini (once added as a plaintiff) have been excellent representatives of the Settlement Class, this Court should do the same.

B. The Settlement was Reached Through Arm’s-Length Negotiations

The Parties did not rush to settle; they spent nearly two years litigating this action, including extensive briefing on the pleadings and voluminous written and third party discovery, before turning to mediation. By the time they did, Plaintiffs had reviewed a substantial portion of Defendants’ and third parties’ productions and were actively preparing for depositions, giving both sides an informed view of the strengths and weaknesses of the claims before they negotiated a resolution. That sequencing is exactly what courts look for. *See Shaw*, 2025 WL 2972286, at *4 (finding this element satisfied where “[t]he parties engaged a private mediator and negotiated at

arm's length" and "engaged in extensive discovery to evaluate the strength and weaknesses of the claims").

The negotiations were also conducted under the supervision of a third party neutral. The Parties mediated in person with Rodney A. Max of the Upchurch Watson White & Max Mediation Group on May 21, 2026, and again remotely on June 5, 2026, and continued negotiating for weeks afterward before reaching the Settlement Agreement. (Albanese Decl. ¶ 9.) Multiple mediation sessions with a third party neutral, of the kind that occurred here, reinforce the non-collusive nature of a settlement. *See Zolkos v. Scriptfleet, Inc.*, No. 12-CV-8230-GF, 2014 WL 7011819, at *2 (N.D. Ill. Dec. 12, 2014) ("Two experienced class action employment mediators...assisted the Parties with the settlement negotiations and presided over two full-day mediations. This reinforces the non-collusive nature of the settlement."). Finally, "there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorney's fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's length negotiation." *Snyder v. Ocwen Loan Servicing, LLC*, No. 14-8461, 2018 WL 4659274, at *3 (N.D. Ill. Sept. 28, 2018). This factor therefore supports preliminary approval of the Settlement.

C. The Relief Provided is Adequate

Rule 23(e)(2)(C) requires the Court to ask whether the relief provided to the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed distribution method; and (iii) the terms and timing of the fee request. Fed. R. Civ. P. 23(e)(2)(C). This inquiry favors approval.

As a preliminary matter, measured on its own terms, the Settlement is a terrific result for the Settlement Class. As set forth in more detail in the table below, the \$15,000,000 Settlement Fund compares favorably to other tribal lending settlements. It is nearly identical to the fund in

Gibbs v. Plain Green, LLC, but that fund was split among a class more than *three times* the size of the Monetary Relief Class here. And it exceeds the fund in *Galloway v. Williams* by nearly double, despite a comparably sized class there.

Case	Common Fund	Total Number of Class Members	Number of Monetary Class Members	Gross Average Monetary Class Member Payment	Release Terms
<i>Dixon v. Gatzke</i>	\$15,000,000	624,623	180,926	\$82.91	Tailored; limited release for class members who do not receive cash
<i>Gibbs v. Plain Green, LLC</i> , No. 3:17-cv-495, Final Approval Order, ECF No. 141 (E.D. Va. Dec. 13, 2019)	\$15,903,721	1,045,248	668,850	\$23.78	Broad release for all class members
<i>Turner v. ZestFinance, Inc.</i> , No. 3:19-cv-293, Final Approval Order, ECF No. 114 (E.D. Va. July 9, 2020)	\$18,500,000	366,463	212,311	\$87.14	Tailored; limited release for class members who do not receive cash
<i>Galloway v. Williams</i> , No. 3:19-cv-470, Final Approval Order, ECF No. 115 (E.D. Va.)	\$8,700,000	491,018	129,287	\$67.29	Tailored; limited release for class members who do not receive cash
<i>Fitzgerald v. Wildcat</i> , No. 3:20-cv-00044, Final Approval Order, ECF No. 201 (W.D. Va.)	\$37,350,000	1,487,971	817,722	\$45.68	Broad release for all class members

The Settlement also delivers relief tailored to what each Settlement Class Member actually paid. Monetary Relief Class Members, who already repaid at least one of their loans in full, will receive real cash. Meanwhile, Debt Relief Class Members, who still owe money on their loans,

will receive the relief that actually redresses their alleged harm. And because Debt Relief Class Members receive no cash payment, they retain their individual rights to sue or arbitrate their claims against Defendants. As the table above reflects, that tailored release is not unusual in this space, but it stands in contrast to settlements like *Fitzgerald*, which released the claims of all class members in full regardless of whether they received a payment.

Confirming its adequacy on a more granular level, the Settlement also satisfies each factor courts consider under Rule 23(e)(2).

i. The Costs, Risks, and Delay of Trial and Appeal Are Significant

Defendants disputed liability from the outset. At the core of those defenses, and of Plaintiffs’ theory of the case, is a genuinely disputed question: whether the Tribal Defendants’ sovereign immunity is illusory, as Plaintiffs allege, because non-tribal outsiders actually control the lending enterprise, or whether that immunity shields Defendants from liability altogether. If Defendants prevailed on that defense, or on the related, equally disputed question of whether the enterprise satisfies RICO’s “enterprise” element, Plaintiffs’ claims against the Tribal Defendants—and potentially the RICO claims against all Defendants—could be eliminated entirely.

That risk remained live and unresolved when the Parties settled. Fact discovery had not yet closed, and class certification, summary judgment, and trial all remained ahead. *See supra* Procedural History §§ I–III. Even setting aside the merits-based risks—including “[t]he most obvious risk...that Plaintiffs will not be successful,” *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 347—continued litigation “would almost certainly be complex, lengthy, and expensive.” *In re TikTok*, 565 F. Supp. 3d at 1091. “Proceeding to trial likely would take years and entail extensive fact and expert discovery and motion practice, including, in all probability, a contested motion to certify, motions for summary judgment, and *Daubert* motions.” *Id.* For

instance, Plaintiffs' Counsel is involved in one tribal lending case that has been going on nearly a decade (*Williams, et al. v. Martorello, et al.*, No. 17-cv-00461 (E.D. Va.)), and despite having a judgment that was upheld on appeal, and even a settlement brought before the court for approval before being derailed by bankruptcies, class members in that matter have still not seen a dime from the non-tribal schemer defendant. (Albanese Decl. ¶ 14.) Thus, "[e]ven if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory." *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 347. Courts routinely find that where, as here, continued litigation poses real risks to class members' ability to recover *anything*, a settlement agreement that "provides immediate benefits" should be approved. *Id.*

Weighed against years of contested litigation and a real chance of recovering nothing, the certain, substantial relief secured today justifies preliminary approval. *See Shaw*, 2025 WL 2972286, at *4 ("[i]f this case had proceeded to summary judgment, resolution would have taken longer and the plaintiff would have risked an adverse decision. Issues regarding the extent of the loss and any appeal could have lengthened this litigation by years."); *see also Smith v. Apria Healthcare LLC*, No. 23-01003, 2025 WL 1588950, at *7 (S.D. Ind. June 5, 2025) (finding that this factor "weigh[ed] in favor of the fairness, reasonableness, and adequacy of the Settlement Agreement" where "continued litigation with [defendant] present[ed] significant risks and costs"); 4 Newberg and Rubenstein on Class Actions § 13:52 (6th ed.) ("Legal complexity, factual complexity, even complexity in one portion of the case (such as determining damages), all weigh in favor of settlement. This is true even if the plaintiffs have a strong case and good chance of winning at trial.").

ii. The Proposed Method of Distributing Relief Is Effective

Both Subclasses receive relief automatically, without submitting a claim form or otherwise proving damages. Monetary Relief Class Members will receive (1) a Cash Award calculated *pro rata* based on the alleged usurious interest they paid above principal, subject to a guaranteed \$15 minimum, calculated from Defendants’ own loan-level data and (2) automatic cancellation of any Outstanding Loan balance. (Ex. 1 § 4.5(b)(iii)(3).) Debt Relief Class Members will receive automatic cancellation of their Outstanding Loan balances to zero, again based on Defendants’ own records. (*Id.* § 4.5(a)(i).) The Settlement Fund is also non-reversionary: no amount paid in can revert to Defendants. (*Id.* § 4.5(b)(i)(5).) Distribution based on this kind of predetermined, objective criteria, requiring no action from Settlement Class Members, weighs strongly in favor of approval. *See, e.g., Bynum v. Cmty. Loans of Am., Inc.*, No. 20-1564, 2022 WL 10073493, at *3 (E.D. Wis. Oct. 17, 2022) (finding this factor satisfied, and finally approving class action settlement, where “[t]he class members will not have to do anything” to receive benefits from the settlement).

iii. The Terms and Timing of Attorneys’ Fees Are Reasonable

Attorneys’ fees are capped at 33.33% of the Settlement Fund, or \$4,999,500, and Class Counsel will separately seek reimbursement of reasonable out-of-pocket costs. (Ex. 1 § 4.7.) Class Counsel must file that motion no later than fourteen days before the objection deadline, giving Settlement Class Members a meaningful opportunity to review the request before deciding whether to object. (*Id.*) And the request does not hold the Settlement Class’s recovery hostage: the Settlement “is not conditioned upon the District Court’s approval of the attorneys’ fees and costs sought by Plaintiff.” (*Id.*) These terms are standard and perfectly reasonable. *See, e.g., Probst v. Eli Lilly & Co.*, No. 22-01986, 2023 WL 11051728, at *4 (S.D. Ind. Nov. 21, 2023) (finding that

this subfactor favored preliminary approval where, under the class action settlement, “class counsel have the ability to request up to one-third of the settlement fund for attorney’s fees, which is within the realm of the possible for preliminary certification”). The attorneys’ fees will also be paid from the second payment made by Defendants, so the Class Members will receive their relief *before* Class Counsel receives payment for attorneys’ fees. If anything, this arrangement disadvantages Class Counsel relative to typical practice, further demonstrating that the terms of the proposed award of attorneys’ fees are reasonable. *See* 4 Newberg and Rubenstein on Class Actions § 13:54 (6th ed.) (“Typically, attorney’s fees are sought in conjunction with settlement approval and are paid simultaneously to the class’s recovery.”).

D. The Settlement Treats Settlement Class Members Equitably

The final Rule 23(e)(2) factor asks whether the Settlement “treats class members equitably relative to each other,” considering “whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(D); Fed. R. Civ. P. 23 advisory committee’s note to 2018 amendment. The Settlement satisfies both prongs.

First, the apportionment of relief tracks real differences among Settlement Class Members’ claims. Members who fully repaid at least one loan suffered, per Plaintiffs’ allegations, a complete, quantifiable harm, and the FAC’s damages theories seek restitution measured by what they paid. (FAC ¶¶ 156, 159.) Members who did not fully repay at least one loan, by contrast, have no overpayment to restore; their harm is prospective exposure to collection on a debt the FAC alleges is void. (*Id.* ¶¶ 170-172.) The Settlement’s relief tracks that distinction: Monetary Relief Subclass Members receive cash tied to what they allegedly overpaid on a loan as well as cancellation of any

outstanding debt plus protection from further collection efforts or reporting on any Outstanding Loan at the time of Settlement, while Debt Relief Subclass Members receive the relief that most directly redresses their unresolved exposure, cancellation of the debt plus protection from its continued collection and reporting. This kind of tailored allocation—cash coupled with cancellation of any Outstanding Loans for those who paid at least one loan in full and cancellation with preserved individual rights for those who did not—is a common approach in tribal lending settlements that courts routinely approve. *See supra* Section II.C, tbl.1 (collecting tribal lending settlements, including *Turner v. ZestFinance, Inc.* and *Galloway v. Williams*, where some class members receive monetary relief while others received only debt cancellation and other prospective relief).

Second, the Settlement’s release scope tracks that same apportionment. Monetary Relief Class Members give a full release of claims against the Released Parties related to their Bright Lending loans, including claims that could have been but were not asserted. (Ex. 1 § 5.1(a).) Debt Relief Class Members, who receive no cash award, give only a narrower release, and retain their individual claims. (*Id.* § 5.1(b).) Settlement Class Members are therefore treated equitably relative to each other, consistent with Rule 23(e)(2)(D).

III. The Proposed Notice and Notice Plan Satisfy Rule 23

Rule 23(e)(1) requires that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Because certification here is sought under Rule 23(b)(3), the Court must direct to class members “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” stating in “plain, easily understood language”:

- (i) the nature of the action;
- (ii) the definition of the class certified;

- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). “This notice requirement ‘is designed to guaranty that those bound by the ruling in a class action were accorded their due process rights to notice and an opportunity to be heard.’” *In re TikTok*, 565 F. Supp. 3d at 1084 (quoting *Chaffee v. A&P Tea Co.*, Nos. 79 C 2735 and 79 C 3625, 1991 WL 5859, at *2 (N.D. Ill. Jan. 16, 1991)).

The proposed Notice to the Settlement Class, *see* Exhibits 1, 2, 3, 6 to the Settlement Agreement (collectively, “Notice”), and the plan for delivering that Notice (the “Notice Plan”) satisfy these requirements.

First, the proposed Notice Plan is the best notice practicable under the circumstances. Bright Lending’s ordinary-course business records identify each Settlement Class Member by name, email address, and mailing address. (Ex. 1 § 4.4.) Because Defendants can identify every Settlement Class Member from records they already maintain, individual direct Notice is practicable for the entire Settlement Class. Specifically, the Administrator will email Notice to each Settlement Class Member at their most recent email address of record. (*Id.* § 6.3(a).) For any bounce-back, the Administrator will mail a postcard Notice by first-class mail, and will re-mail any Notice returned within twenty days with a forwarding address. (*Id.* § 6.3(b).) In addition, before the relevant deadline, the Administrator will send Monetary Relief Class Members who have not yet made an election a reminder email prompting them to do so. (*Id.* § 6.3(d).) The Administrator will also maintain a settlement website, on which it will post a more detailed version of the Notice, the FAC, the Settlement Agreement, the approval papers, and Court orders, and will operate a toll-free number; the Notice will provide both the website address and the toll-free

number. (*Id.* § 6.3(c).) Notably, because payment is automatic, with no claim form required, *id.*, § 4.5(b)(iii)(4), the Notice need only inform Settlement Class Members of their rights and the opt-out and objection deadlines, not drive claims submission. This email-first, mail-fallback design, reinforced by the website and toll-free number, is reasonably calculated to reach substantially the entire Settlement Class. *See, e.g., Griffin v. Benefytt Techs., Inc.*, No. 20-62371, 2023 WL 8354936, at *2 (S.D. Fla. Dec. 1, 2023) (“The proposed notice plan, which provides for direct notice via email (and then first-class mail to those whose email address cannot be located or whose email is returned as undeliverable), will provide the best notice practicable under the circumstances.”); *Ortega v. Uber Techs. Inc.*, No. 15-7387, 2018 WL 4190799, at *11 (E.D.N.Y. May 4, 2018) (“[T]he court finds that Plaintiff’s proposed plan of notice by email, followed by notice by United States mail for all class members whose emails are returned as undeliverable, is sufficient.”).

Second, the Notice itself states each of Rule 23(c)(2)(B)’s required elements in plain language. That is, the Notice: (i) describes the nature of the action, Ex. 1 at Exs. 1-2, 6; (ii) states the definition of the Settlement Class, including both the Monetary Relief and Debt Relief Subclasses, in plain, non-technical terms, *id.*; (iii) identifies the class claims, issues, and defenses, *id.*; (iv) informs recipients that they may consult Class Counsel free of charge or retain their own lawyer at their own expense, and that counsel for an objecting member must enter an appearance, *id.*; (v) states that the Court will exclude any member who timely and properly requests exclusion, *id.*; (vi) describes the time and manner for requesting exclusion, *id.*; and (vii) explains that any Settlement Class Member who does not exclude themselves will be bound by the Settlement’s terms and the Court’s orders. *Id. See In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 352 (N.D. Ill. 2010) (approving notices that “contain all of the information that Rule

23 requires”); *McCue v. MB Fin., Inc.*, No. 1:15-CV-00988, 2015 WL 1020348, at *4 (N.D. Ill. Mar. 6, 2015) (similar).

All told, the proposed Notice and Notice Plan satisfy Rule 23(c)(2)(B) and Rule 23(e)(1), and should be approved.

CONCLUSION

Plaintiffs therefore respectfully request that the Court grant their Motion and enter an Order that: (i) preliminarily certifies the Settlement Class and its two Subclasses, the Monetary Relief Class and the Debt Relief Class; (ii) appoints Plaintiffs Curtis Dixon and Paula Flamini as Class Representatives; (iii) appoints Berger Montague as Class Counsel; (iv) grants preliminary approval to the Settlement; (v) approves the Notice attached to the Settlement Agreement as Exhibits 1, 2, 3, and 6; (vi) orders that the Notice Plan described in the Settlement Agreement be commenced; (vii) approves the appointment of American Legal Claim Services, LLC as the Settlement Administrator; and (viii) sets the date of the Final Fairness Hearing, based on the Court’s availability.

Dated: September 17, 2026

Respectfully submitted,

/s/ John G. Albanese

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CURTIS DIXON AND PAULA FLAMINI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BENJAMIN E. GATZKE; BWDS, LLC;
TAYLOR MCCABE; WILLIAM BELL;
LYOLENE DILLON; JARRETT AZURE;
TICIA CLIFF; DOUG STEWART; FRANK
DONEY; AND JOHN DOES 1-40,

Defendants.

Case No.1:24-cv-11834-MFK-HKM

Hon. Matthew F. Kennelly

**DECLARATION OF JOHN G. ALBANESE IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, John G. Albanese, declare as follows:

1. I am one of Plaintiffs' Counsel in the above-captioned matter.
2. I submit this Declaration in support of the Motion for Preliminary Approval of Class Action Settlement.
3. Attached as **Exhibit 1** is a true and correct copy of the Parties' Settlement Agreement with Exhibits.¹
4. On July 15, 2025, Plaintiff Dixon served interrogatories, requests for production, and requests for admission on both the Tribal Defendants and the BorrowWorks Defendants.

¹ The Agreement is executed by Plaintiffs and the Gatzke Defendants. The Tribal Defendants' signatures are forthcoming, and the Parties will file an amended Exhibit 1, with all signatures, as soon as possible.

5. Defendants served interrogatories, requests for production, and requests for admission on Plaintiff Dixon on October 6, 2025.

6. The parties responded to their exchanged written requests and met and conferred repeatedly regarding the scope of discovery, including the completeness of responses and productions, the specificity of responses to individual requests, and the search terms and custodians to be used to identify responsive electronically stored information. Defendants ultimately produced over 200,000 pages of documents, ranging from detailed, consumer-level loan data to external-facing marketing materials.

7. On April 23, 2026, noticed the Rule 30(b)(6) deposition of BWDS, LLC, and the parties began meeting and conferring on deposition topics.

8. Over the course of this litigation fifteen third-party subpoenas were issued, including to Defendants' banks and former employees.

9. The Parties mediated in-person with Rodney A. Max of the Upchurch Watson White & Max Mediation Group for a full day on May 21, 2026, and again remotely for a half-day on June 5, 2026. The parties continued negotiating for several weeks afterward before reaching the Settlement Agreement.

10. Based on Plaintiffs' Counsel's analysis, the Settlement will provide more than \$300 million in debt forgiveness.

11. Berger Montague specializes in class action litigation and is one of the preeminent class action law firms in the United States. The firm currently consists of over 100 attorneys who primarily represent plaintiffs in complex civil litigation, and class action litigation, in federal and state courts. Berger Montague has played lead roles in major class action cases for over 50 years, and has obtained settlement and recoveries totaling well over \$30 billion for its clients and the

classes they have represented. More information on the firm generally can be found at <https://bergermontague.com/about/>.

12. I am a Shareholder with Berger Montague, in the firm's Consumer Protection Department. I regularly am invited to speak on consumer law and litigation issues, and frequently represent consumer advocacy groups as *amici curiae* at the appellate level. I have been named a Super Lawyers Rising Star, and by Best Lawyers as One to Watch. I am a graduate of Columbia Law School, where I was a managing editor of the Columbia Law Review. I clerked for Magistrate Judge Geraldine Brown in the Northern District of Illinois. I have served as class counsel in dozens of class actions over the past twelve years. I have been actively litigating tribal lending matters since 2018. Additional details are available at <https://bergermontague.com/attorneys/john-albanese/>.

13. Additional counsel from Berger Montague on this matter includes Associate Ariana B. Kiener. Ms. Kiener has litigated matters involving false and misleading marketing, predatory lending, and other unfair or deceptive conduct that harms consumers. She has contributed to class actions resulting in aggregate settlements exceeding \$100 million, and she was named to *Lawdragon 500 X – The Next Generation* in 2025. Additional details regarding her practice and experience are available at <https://bergermontague.com/attorneys/ariana-b-kiener/>.

14. I am involved in a tribal lending case that has been going on nearly a decade (*Williams, et al. v. Martorello, et al.*, No. 17-cv-00461 (E.D. Va.)), and despite having a judgment for over \$40 million that was upheld on appeal, and having reached a settlement that was brought to the court for approval before bankruptcy issues, class members in that matter have still not seen a dime from the primary non-tribal defendant.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 17th day of September 2026, at Minneapolis, Minnesota.

/s/John G. Albanese

John G. Albanese

Exhibit 1 to Albanese Decl.

STIPULATION AND AGREEMENT OF SETTLEMENT

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Agreement”) is entered into by and between Defendants Taylor McCabe, William Bell, Lyolene Dillon, Jarrett Azure, Ticia Cliff, Doug Stuart, and Frank Doney (together, the “Tribal Defendants”), and Defendants Benjamin Gatzke and BWDS, LLC (together, “BorrowWorks Defendants”) (collectively, with the Tribal Defendants, “Defendants”), on the one hand, and Plaintiff Curtis Dixon (“Plaintiff Dixon”) and Plaintiff Paula Flamini (“Plaintiff Flamini”), individually and on behalf of all other similarly situated individuals, and as representatives of the Settlement Class, as these terms are defined in Section II, on the other.

I. RECITALS

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

WHEREAS, on November 18, 2024, Plaintiff Curtis Dixon filed a class action complaint against Benjamin E. Gatzke, BorrowWorks Decision Science, Inc., BWDS, LLC, Newport Funding LLC, Taylor McCabe, William Bell, Lyolene Dillon, Jarrett Azure, Ticia Cliff, Doug Stuart, and Frank Doney in the United States District Court for the Northern District of Illinois, Eastern Division, Civil Action No. 1:24-cv-11834 (the “Action”);

WHEREAS, the Action alleged various class claims for violations of various state and federal laws;

WHEREAS, Defendants deny any and all claims alleged by Plaintiffs in the Action, and further deny that Plaintiffs or any members of the Settlement Class they purport to represent have suffered any injury or damage;

WHEREAS, Plaintiffs and Class Counsel have conducted an investigation of the legal

claims at issue, by review and analysis of documents that Defendants provided in discovery and during settlement negotiations;

WHEREAS, the Parties participated in mediation sessions on May 21, 2026, and June 5, 2026;

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

WHEREAS, Defendants expressly deny all allegations of wrongdoing and liability, and have asserted or would assert numerous defenses, but nevertheless desire to settle the Action finally on the terms and conditions set forth herein solely for the purposes of avoiding the burden, expense, and uncertainty of continuing litigation, and to obtain the conclusive and complete dismissal of the Action and release of all Released Claims;

WHEREAS, the Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims that have been or could be brought by or on behalf of Plaintiffs or the Settlement Class relating to the conduct at issue in the Action. This Agreement is inadmissible as evidence against any party except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any party to this Agreement; and

WHEREAS, the Tribal Defendants submitted this Settlement to the Fort Belknap Community Council for approval as required by tribal governance procedures, and on July 6, 2026, the Fort Belknap Community Council adopted Resolution No. 159-2026, approving the Settlement

contemplated by this Agreement and authorizing the Tribal Defendants to execute this Agreement on behalf of themselves and in their capacities as officers and representatives of the relevant tribal entities;

WHEREAS, in connection with the Settlement, Plaintiff will seek leave to amend the complaint in the Action to conform the class allegations and class definitions to the Monetary Relief Class and the Debt Relief Class as defined in this Agreement, and to add Paula Flamini as an additional named plaintiff and proposed class representative for the Debt Relief Class;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND AGREED, subject to the District Court's approval, that the Action below has been resolved upon and subject to the following terms and conditions:

II. DEFINITIONS

2.1 "Action" means *Dixon v. Gatzke, et al.*, Case No. 24-cv-11834 (N.D. Ill.).

2.2 "Administrator" means the settlement administrator selected by Plaintiffs through a competitive bidding process, subject to Defendants' and the Court's approval. Defendants' approval is not to be unreasonably withheld. If the Parties cannot reach an agreement on the settlement administrator, they agree to submit this issue to District Judge Matthew F. Kennelly, who will have the final authority to pick the Administrator.

2.3 "BorrowWorks Defendants" means Defendants Benjamin Gatzke, BWDS, LLC, BorrowWorks Decision Science, Inc., and any of their former or present officers, members, directors, investors, affiliates, contractors, or employees.

2.4 "Bright Lending" means Aaniiih Nakoda Finance, LLC, doing business as Bright Lending.

2.5 "CAFA Notice" refers to the notice made pursuant to the requirements imposed by

28 U.S.C. § 1715(b).

2.6 “Cash Award” means a cash payment to an eligible Settlement Class Member pursuant to Section 4.5(b).

2.7 “Class Counsel” means counsel for Plaintiffs in the Action.

2.8 “Debt Relief Class” means all United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not a member of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

2.9 “Defense Counsel” means counsel of record for Defendants in the Action.

2.10 “Direct Notice” means the notice that will be provided pursuant to Sections 6.3(a) and 6.3(b), subject to approval by the District Court, substantially in the form attached hereto as **“Exhibits 1 and 2.”**

2.11 “District Court” means the United States District Court for the Northern District of Illinois, Eastern Division.

2.12 “Effective Date” means the day after the first date on which all of the following have occurred:

- (a) this Agreement has been executed by the Parties;
- (b) the Court has issued a Preliminary Approval Order;
- (c) reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of, or object to, the Settlement;
- (d) the Court has held a Final Fairness Hearing, entered the Final Approval Order (or substantially similar order) approving the Settlement, awarded a Class Representative Service Payment, if any, and entered an order awarding Class

Counsel Fees and costs;

(e) Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of Class Counsel Fees and costs;

(f) only if there are written objections filed before the Final Fairness Hearing and those objections are not later withdrawn or if Class Counsel appeals the award of Class Counsel Fees, the last of the following events to occur:

(i) if no appeal or reconsideration motion is filed, then the date on which the time to appeal or reconsider the judgment has expired with no appeal or any other judicial review having been taken or sought; or

(ii) if an appeal or reconsideration of the judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or judicial review.

It is the intention of the Parties that the Settlement shall not become effective until the Court's judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

2.13 "Escrow Account" means the bank account into which Defendants and the Administrator will cause the Settlement Fund to be deposited.

2.14 "Final Approval Order" means the Final Approval Order and Judgment to be entered by the District Court in the Action finally approving this Settlement and resolving all issues

between the Parties, as provided for in Section IX below, substantially in the form attached hereto as “**Exhibit 5.**”

2.15 “Final Fairness Hearing” means the hearing at which the District Court will consider and finally decide whether to approve this Settlement, enter Judgment, and make such rulings as are contemplated by this Settlement.

2.16 “Long Form Notice” means the detailed notice that will be provided pursuant to Section 6.3(c), subject to approval by the District Court, substantially in the form attached hereto as “**Exhibit 6.**”

2.17 “Monetary Relief Class” means all United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

2.18 “NCOA” means the United States Postal Service’s National Change of Address database.

2.19 “Outstanding Loan” means any loan originated by Bright Lending from October 1, 2020, through December 31, 2024, that has not been paid off, as of June 5, 2026, by a Settlement Class Member.

2.20 “Parties” means Defendants and Plaintiffs.

2.21 “Payment Election Deadline” means the date that is ninety (90) days after entry of the Preliminary Approval Order, by which Monetary Relief Class Members who wish to receive an electronic payment must elect an electronic payment method through the Settlement Website. Monetary Relief Class Members who do not make a timely payment election shall receive payment by check.

2.22 “Payment Election Reminder Notice” means the reminder notice that will be

provided pursuant to Section 6.3(d), subject to approval by the District Court, substantially in the form attached hereto as “**Exhibit 3.**”

2.23 “Plaintiffs” means Curtis Dixon and Paula Flamini, individually and as representatives of the Settlement Class.

2.24 “Preliminary Approval Order” means an order to be entered by the District Court, as provided for in Section 8.1 below, substantially in the form attached hereto as “**Exhibit 4.**”

2.25 “Released Claims” means the claims released by this Agreement as set forth in Section V.

2.26 “Released Parties” means (1) the Tribal Defendants in their individual and official capacities; (2) the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana and its former or present officers, members, directors, contractors, and employees, all in their individual and official capacities (collectively, the “Tribe”); (3) Island Mountain Development Group and its former or present officers, members, directors, contractors, affiliates, vendors, employees, subsidiaries, parent companies, predecessors-in-interest, successors and re-organized successors and employees and any of their trusts, trustees, heirs, assigns, lenders, insurers, reinsurers and attorneys, all in their individual and official capacities (collectively, “IMDG”); (4) Aaniiih Nakoda Finance, LLC dba Bright Lending and its former or present officers, members, directors, contractors, affiliates, subsidiaries, parent companies, predecessor-in-interest, successors and re-organized successors and vendors (including payment processors and credit reporting agencies), and employees and any of their trusts, trustees, heirs, assigns, lenders, insurers, reinsurers and attorneys, all in their individual and official capacities (collectively, “Bright Lending”); (5) Benjamin Gatzke, BWDS, LLC, BorrowWorks, LLC, BorrowWorks Decision Science, Inc., and affiliates and any of their former or present officers, members

(including, but not limited to, member funds), directors, managers, representatives investors, vendors, subsidiaries, parent companies, predecessors-in-interest, successors and re-organized successors contractors, or employees and any of their trusts, trustees, heirs, assigns, lenders, insurers, reinsurers and attorneys, all in their individual and official capacities (collectively, “BorrowWorks”); (6) any investors, lenders, noteholders, sellers, vendors, service providers, marketers, loan servicers, platform providers, technology providers, consultants of the Tribe, IMDG, Bright Lending, and/or BorrowWorks together with former or present officers, members, directors, managers, representatives, investors, affiliates, vendors, subsidiaries, parent companies, predecessors-in-interest, successors and re-organized successors or employees and any of their trusts, trustees, heirs, assigns, lenders, insurers, reinsurers and attorneys, all in their individual and official capacities, including but not limited to any and all current and former defendants in this action; and (7) any possible (in the broadest sense) related former, current, or future corporate entity, officer, director, investor, heir, executor, administrator, representative, member, insurer, attorney, predecessor, successor, assign, shareholder, employee, agent, and/or affiliate of the foregoing; and (8) any entity in which the foregoing are owners, officers, directors or shareholders.

2.27 “Settlement” means the resolution of the Action on the terms set forth in this Agreement.

2.28 “Settlement Class” means members of the Monetary Relief Class and/or the Debt Relief Class.

2.29 “Settlement Class Member” means a person in the Settlement Class who does not timely submit a valid request for exclusion from the Settlement Class.

2.30 “Settlement Fund” means the total sum of \$15,000,000 to be paid by Defendants in connection with this Settlement, together with any interest accrued thereon, which is inclusive

of payments to Settlement Class Members, attorneys' fees and costs, service awards to Plaintiffs, and costs of notice and administration.

2.31 "Tribal Defendants" means Defendants Taylor McCabe, William Bell, Lyolene Dillon, Jarrett Azure, Ticia Cliff, Doug Stuart, and Frank Doney.

III. SETTLEMENT PROCESS

The dates for the events contemplated by this Settlement Agreement (which are set forth in the subsequent Sections of this Agreement) are as follows:

Event Date	Event
September 17, 2026	Deadline for Parties to cooperate in presenting Motion for Preliminary Approval to the District Court
Within 7 days after entry of Preliminary Approval Order	Bright Lending to provide Administrator with list of class members (names, email addresses, dates of birth, Social Security numbers, and mailing addresses) and loan-level data (Section 4.4)
Within 7 days after entry of Preliminary Approval Order	Class Counsel and escrow agent to execute escrow agreement governing the Escrow Account (Section 4.5(b)(ii))
Within 10 days after entry of Preliminary Approval Order	First installment of \$100,000 (to cover initial notice costs) to be paid into Escrow Account by Defendants (Section 4.5(b)(i)(1))
Within 10 days after entry of Preliminary Approval Order	Settlement website to go live (Section 6.3(c))
Within 30 days after entry of Preliminary Approval Order	Direct Notice to be sent to Settlement Class Members via email (Exhibit 1) and/or via U.S. Mail for any bounced emails (Exhibit 2) (Section 6.3(a)-(b))
Within 60 days after entry of Preliminary Approval Order	Settlement website to allow Settlement Class Members to determine eligibility for Cash Award by entering unique identifier and last name (Section 6.3(c))
No later than 14 days before opt-out/objection deadline	Plaintiffs to apply to District Court for service awards and for attorneys' fees and costs (Sections 4.6, 4.7)
No later than 14 days before Payment Election Deadline	Administrator to send Payment Election Reminder Notice via email to each Monetary Relief Class Member with a valid email address who has not yet made a payment election (Section 6.3(d)).
90 days after entry of	Deadline for Settlement Class Members to submit written opt-out

Event Date	Event
Preliminary Approval Order	requests for exclusion from the Settlement (Section 8.2(a))
90 days after entry of Preliminary Approval Order	Deadline for Settlement Class Members to file written objections to the Settlement with the District Court (Section 8.3(b))
90 days after entry of Preliminary Approval Order	Payment Election Deadline for Monetary Relief Class Members to elect an electronic payment method through the Settlement Website; Monetary Relief Class Members who do not make a timely payment election shall receive payment by check (Section 4.5(b)(iii))
5 days after opt-out deadline	Administrator to provide copies of all opt-out requests to the Parties (Section 8.2(b))
No later than 21 days before Final Fairness Hearing	Administrator to file declaration with District Court verifying that notice has been provided to the Settlement Class (Section 6.4)
No later than 21 days before Final Fairness Hearing	Administrator to file declaration with District Court listing all opt-outs received (Section 8.2(b))
To be set by Court	Final Fairness Hearing (Section 2.15)
Within 7 days of the Effective Date	Parties to file stipulation of dismissal of the Action with prejudice (Section 5.3)
No earlier than the Effective Date and no later than 14 days after the Effective Date	Service award (if any) to be paid to Plaintiffs (Section 4.6)
Within 30 days of the Effective Date	Defendants to cancel balance due on each Outstanding Loan to zero (Section 4.5(a)(i))
Within 30 days of the Effective Date	Bright Lending to request deletion of all negative tradelines reported to consumer reporting agencies regarding loans to Settlement Class Members originated between October 1, 2020, and December 31, 2024 (Section 4.5(a)(iv))
Within 35 days after the Effective Date	Second installment of \$9,900,000 to be paid by Defendants into Escrow Account (Section 4.5(b)(i)(2))
Within 60 days after the Effective Date	Administrator to initiate electronic payments or mail checks to Settlement Class Members for Cash Awards (Section 4.5(b)(iii))
90 days after the Effective Date	Bright Lending to file declaration with District Court certifying compliance with cessation of collection activity on Outstanding Loans (Section 4.5(a)(ii))
120 days after postmark date of Cash Award	Deadline for Settlement Class Members to deposit or Cash Award checks (Section 4.5(b)(iii)(4))

Event Date	Event
checks	
December 15, 2027, or within 6 months after the Effective Date, whichever is later	Third installment of \$5,000,000 to be paid by Defendants into Escrow Account (Section 4.5(b)(i)(3))
Within 30 days after completion of settlement administration	Each Party to deliver declaration certifying that all confidential materials exchanged in connection with this Settlement have been returned or destroyed (Section 11.7)
At least 30 days after completion of settlement administration	Settlement website to remain active until at least 30 days after administration of the Settlement has concluded (Section 6.3(c))

IV. TERMS OF THE SETTLEMENT

4.1 Class Certification. Defendants dispute that a class would be manageable and further deny that a litigation class could be certified on the claims asserted in the Action. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose the District Court's certification of the Settlement Class for settlement purposes only. In connection with such certification, Plaintiffs will request, and Defendants will not oppose, that the District Court appoint Plaintiff Dixon as representative of the Monetary Relief Class and Plaintiff Flamini as representative of the Debt Relief Class, consistent with the requirements of Federal Rule of Civil Procedure 23(a)(4) and 23(e)(2)(A). No agreements made by Defendants in connection with this Agreement may be used by Plaintiffs, any Settlement Class Member, or any other person to establish any of the elements of class certification in this or any other proceeding. Preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a class is appropriate, nor are Defendants estopped or otherwise precluded from challenging class certification in further or other proceedings if this Settlement is not finally approved.

4.2 Amendment of Complaint. Within 10 days after this Agreement is executed, and

no later than the date on which the motion for preliminary approval of this Settlement is due, Plaintiff Dixon shall file an unopposed motion for leave to file an amended complaint, or such other filing as the Parties may agree is necessary or appropriate, to (i) conform the class allegations and class definitions in the Action to the Monetary Relief Class and the Debt Relief Class as defined in this Agreement, and (ii) add Paula Flamini as an additional named plaintiff and proposed class representative for the Debt Relief Class. Defendants shall not oppose such motion and shall reasonably cooperate in any stipulation necessary to effectuate the amendment.

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

Monetary Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

Based on a review of its records, Bright Lending estimates that, under this definition, the Monetary Relief Class consists of approximately 180,926 Settlement Class Members while the Debt Relief Class consists of approximately 443,697 Settlement Class Members.

Certification of the Settlement Class will be sought pursuant to Federal Rule of Civil Procedure 23(b)(3), and all Settlement Class Members shall have the right to exclude themselves by way of the opt-out procedure set forth in Section 8.2 of this Agreement and the Preliminary Approval Order.

4.4. Identification of the Settlement Class and Eligibility for Cash Award. Settlement

Class Members will be identified by Bright Lending based on its best efforts and in consultation with its business records. Within seven days of entry of the Preliminary Approval Order, Bright Lending agrees to provide the Administrator with a list of names, email addresses, dates of birth, Social Security numbers (to the extent available), and mailing addresses of the class members as defined in the Preliminary Approval Order. Bright Lending shall also provide loan-level information regarding each Class Member's loan(s) sufficient to demonstrate the original principal balance of the loan, the interest rate, and the amount of any payments the Class Member made on the loan, as well as any other loan-level information reasonably requested by Class Counsel and/or the Settlement Administrator for purposes of effectuating the Settlement and for no other purpose. Any loan-level data, class member information, personal identifying information, summaries, extracts, or other information provided pursuant to this Section shall be shared with the Administrator, who agrees to keep such information confidential. The personal identifying information or information to be used in order to identify the Settlement Class shall not be provided to Class Counsel. Any information covered by this Paragraph shall be used solely for notice, settlement administration, implementation, and court approval of this Settlement, and for no other purpose other to implement this Settlement. If this Agreement does not become effective, or if this Settlement is subsequently reversed, vacated, or terminated for any reason, such information shall be returned or destroyed and shall not be used in this or any other litigation, arbitration, investigation, or proceeding, except to the extent independently obtained through ordinary discovery under applicable rules and any governing protective order. Class Counsel shall have seven business days to review and approve the list of Settlement Class Members (without personal identifying information), the criteria used by Bright Lending to identify Settlement Class Members, and the loan-level data, or to notify Defendants of any objection to its completeness.

Class Counsel agree that they shall not be permitted to retain any of the above information after settlement administration has been completed or if the settlement does not receive final approval, and all such information (including summaries, copies, extracts, etc.) shall be subject to return or destruction pursuant to Section 11.7 of this Agreement, including the restrictions on use in resumed litigation set forth therein, consistent with the obligations set forth in Sections 10.2 and 11.7. All information provided by Bright Lending shall be provided via a secure portal established by the Administrator that meets industry best practices for minimum security requirements for transmitting such information.

4.5 Settlement Consideration. Pursuant to this Agreement, as full and complete consideration for the releases set forth below, Defendants will implement the relief set forth in Section 4.5(a) and pay the Settlement Fund described in Section 4.5(b), as follows:

a. Prospective Relief

- i. Cancellation of Debt and Injunctive Relief. Within 30 days after the Effective Date, with respect to each Outstanding Loan, Defendants agree to reduce the balance due on each such loan to zero on the basis that the debt is disputed.
- ii. Cessation of Collection Activity. As of the Effective Date, Bright Lending will not sell any Outstanding Loans and will cease all direct or indirect collection activity on such loans. To the extent any amounts are inadvertently collected after the Effective Date, Bright Lending will remit such amounts back to the borrower. Inadvertent post-Effective-Date collections shall not constitute a material breach of this Agreement if promptly identified and refunded in accordance with this Section. Bright

Lending shall certify its compliance with this provision in a declaration to be filed with the District Court no later than 90 days after the Effective Date. Such declaration shall not disclose any information concerning specific borrowers, but shall detail the method, number, aggregate amount, and timing of any refunds made.

- iii. Personal Identifying Information. Defendants agree as of June 5, 2026, not to sell personal identifying information obtained from Settlement Class Members between October 1, 2020 and June 4, 2026, to third parties for third-party marketing purposes.
- iv. Negative Tradeline Deletion Request. Within 30 days of the Effective Date, Bright Lending agrees to request the deletion of all negative tradelines previously reported to consumer reporting agencies in the name of Bright Lending regarding loans originated between October 1, 2020 and December 31, 2024, by Bright Lending to Settlement Class Members. Bright Lending's obligation under this Section is limited to making the deletion request described above, and Bright Lending does not guarantee that any consumer reporting agency will take any particular action in response to that request.
- v. For the sake of clarity and avoidance of doubt, nothing in this Agreement requires implementation of debt cancellation, collection cessation, credit-reporting requests, or related operational relief prior to the Effective Date.
- vi. The obligations to implement debt cancellation, collection cessation, credit-reporting requests, notice-data production, and related operational relief

shall rest with the Settling Defendant or entity expressly assigned such obligation(s) under this Agreement. No other Released Party shall have any independent implementation obligation absent express written agreement.

vii. Applicability to Monetary Relief Class Members. For the avoidance of doubt, the relief described in this Section 4.5(a) applies to each Outstanding Loan regardless of whether the borrower is a Monetary Relief Class Member or a Debt Relief Class Member.

b. Monetary Consideration. In addition to the changes and consideration set forth in Section 4.5(a), Defendants collectively agree to pay \$15,000,000 into the Settlement Fund as monetary consideration for the Settlement.

i. Payments into the Fund. Subject to Approval by the District Court, the Settlement Fund shall be held in the Escrow Account. Monies will be placed into the Fund, subject to the District Court's oversight, by wire payment, as follows:

1. The first installment of \$100,000 to cover initial notice costs shall be paid within 10 days after Preliminary Approval of the Settlement by the District Court.
2. The second installment payment of \$9,900,000 shall be paid within 35 days of the Effective Date.
3. The third installment payment of \$5,000,000 shall be paid by December 15, 2027, or within six months of the Effective Date, whichever is later.
4. The amounts paid under Section 4.5(b) represent the aggregate total

of all payment due in this Settlement and shall be the sole payments made by Defendants in this Action. The costs of notice and administration, service award to Plaintiffs, and attorneys' fees and costs sought by and awarded Plaintiffs shall be paid solely from these amounts.

5. There shall be no reverter of any monies paid into the Settlement Fund to Defendants. All interest accrued on amounts held in the Escrow Account shall be added to the Net Settlement Amount and distributed to Monetary Relief Class Members on a pro rata basis in accordance with the distribution methodology set forth in Section 4.5(b)(iii).
6. If Defendants fail to make any payment required under this Section 4.5(b)(i) by the applicable deadline, Class Counsel shall provide written notice of the alleged default to Defendants' Counsel. Defendants shall have ten (10) business days after receipt of such notice to cure the alleged default. If the alleged default is not cured within that period, Class Counsel may seek enforcement of the unpaid and overdue payment obligation from the Court, which shall retain jurisdiction for that purpose. In any such proceeding, the Court may order specific performance of the payment obligation and such other relief as the Court determines is necessary to enforce this Agreement. No default shall be deemed to have occurred based on a banking, wire-transfer, escrow, administrative, or other immaterial

delay that is cured within the cure period provided in this Section.

The existence of an alleged or uncured default shall not accelerate any payment obligation not yet due under Section 4.5(b)(i), absent further order of the Court.

ii. Escrow Agreement. Within seven days after entry of the Preliminary Approval Order, Class Counsel and the escrow agent shall execute an escrow agreement governing the administration of the Escrow Account, in a form approved by Class Counsel and consistent with this Agreement. Class Counsel shall select the escrow agent, subject to Defendants' approval, not to be unreasonably withheld.

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

1. Administrative Costs Reserve. Before making the *pro rata* calculation below, and subject to approval by the Parties, the Administrator shall provide an estimate of all costs expected to be reasonably incurred by the Administrator through the completion of the first distribution of Cash Awards (the "Administrative Costs Reserve").
2. Net Settlement Amount. The Net Settlement Amount shall be equal to \$15,000,000.00 plus any interest accrued on the Escrow Account at the time of distribution minus all amounts previously paid for notice and administration costs, minus the Administrative Costs Reserve, minus any amounts awarded by the District Court to Class

Counsel for attorneys' fees and costs, and minus the amount of any service awards to Plaintiffs approved by the District Court.

3. Pro Rata Calculations. Each Monetary Relief Class Member will receive a Cash Award that will be distributed *pro rata* based on the amount of alleged usurious interest they paid above principal. If Monetary Relief Class Members did not pay alleged usurious interest, they shall receive a payment of \$15. In no event will any payment to any Monetary Relief Class Member be less than \$15.
4. Payment of Cash Awards. Monetary Relief Settlement Class Members shall not be required to complete claim forms in order to obtain payment. Monetary Relief Class Members who wish to elect an electronic payment method must do so by the Payment Election Deadline; any Monetary Relief Class Member who has not made such an election by the Payment Election Deadline shall be deemed to have elected payment by check. After receiving approval from counsel to the parties, and within 60 days after the Effective Date, the Administrator shall initiate an electronic payment to those Settlement Class Members who elected an electronic payment or mail to each Settlement Class Member who did not elect an electronic payment a check in the amount of such Settlement Class Member's Cash Award at the most recent address shown in Bright Lending's electronic records or identified by the Administrator using the NCOA or any equivalent database, or to any updated

address provided by the Settlement Class Member to the Administrator. Settlement Class Members shall be advised that the checks must be deposited or cashed within 120 days of the postmarked date. The Administrator may, in its discretion, reissue a voided check to a Settlement Class Member upon written request, provided that the Administrator has confirmed that the original check was not cashed prior to becoming void.

5. Remaining Funds. After the first distribution is made to Class Members, the deadline for cashing checks has passed, and the third and final installment payment has been deposited into the Settlement Fund, a second distribution shall be made to Class Members who cashed their checks in the prior round of payments as long as such distribution is economically feasible and will result in a payment of more than \$15 per Class Member. Such distribution shall include any interest gains from the Escrow account up to the time of the second distribution. If any residual funds remain in the Settlement Fund after the second distribution, then such residual funds shall be paid, with the approval of the District Court pursuant to the *cy pres* doctrine, to a mutually agreeable recipient.
6. Monthly Reports Regarding Distribution of Settlement Fund. The Administrator will provide monthly reports to Class Counsel and counsel for Defendants on the distribution of the Settlement Fund until such time as the Settlement Fund is fully paid to eligible

recipients and depleted or distributed as set forth in this Section 4.5(b) and Section 6.2. The Administrator also shall notify counsel to the Parties in writing when settlement administration has been completed.

4.6 Plaintiffs' Service Awards. No later than 14 days before the deadline for objections, Plaintiffs will apply to the District Court for a service award in an amount not to exceed \$10,000, for Plaintiff Dixon, and in an amount not to exceed \$1,000 for Plaintiff Flamini. Plaintiffs' service award will be paid from the Settlement Fund in the amounts approved by the District Court. The Settlement is not conditioned upon the District Court's approval of the service awards sought by Plaintiffs. The service awards, if any, shall be paid to Plaintiffs no earlier than the Effective Date and no later than fourteen (14) days after the Effective Date.

4.7 Attorneys' Fees and Costs. Attorneys' Fees and Costs. No later than 14 days before the deadline for objections, Plaintiffs will apply to the District Court for an award of attorneys' fees and costs. Attorneys' fees will be paid from the Settlement Fund in an amount not to exceed 33.33% of the Settlement Fund. Class Counsel may also seek reimbursement for reasonable out-of-pocket costs incurred. The Settlement is not conditioned upon the District Court's approval of the attorneys' fees and costs sought by Plaintiffs.

4.8 Costs of Notice and Administration. All costs of notice and administration are to be paid from the Settlement Fund. Under no circumstances will Defendants be responsible to pay additional costs of notice and administration beyond or separate from the amount of the Fund. All taxes on income earned by the Settlement Fund, and the reasonable costs of preparing any required tax returns, shall be treated as costs of administration and paid from the Settlement Fund without further order of the District Court.

4.9 Total Payments by Defendants. In no event shall Defendants be required to pay any more than \$15,000,000.00, pursuant to this Agreement, inclusive of: (i) the amount of the Settlement Fund as monetary consideration to the Settlement Class; (ii) notice and administration costs and expenses; (iii) Class Counsel's attorneys' fees and litigation costs, (iv) Plaintiffs' service award; and (v) any other fees or costs associated with this Settlement. The Parties intend that the Settlement Fund be established and maintained as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and the Administrator shall be the "administrator" of the Settlement Fund for purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and shall timely make or cause to be made any elections and filings (including the relation-back election) necessary or advisable to establish and maintain such status. In no event shall any Defendant or Released Party bear any responsibility or liability for any taxes, tax-related expenses or penalties, or tax reporting obligations of the Settlement Fund, all of which shall be paid solely from the Settlement Fund.

V. RELEASE AND DISMISSAL

5.1 Release. As of the Effective Date of this Settlement, the following releases shall be effective:

a. Upon the Effective Date, each Monetary Relief Class Member who does not timely opt out and to whom a Cash Award is issued, transmitted, mailed, electronically delivered, or otherwise made available pursuant to the Court-approved distribution process will fully, finally, and forever release and discharge any and all claims against the Released Parties arising out of or relating to any and all loan(s) originated by Bright Lending during the applicable Settlement Class period. The release provided by such Class Members will release not only claims asserted in the Action, but also claims that could have been asserted in the Action. Released Claims include,

without limitation, claims arising out of or relating to the funding, marketing, origination, servicing, collection, purchase, sale, assignment, participation, financing, ownership, holding, enforcement, reporting, or receipt of payments in connection with any loan covered by this Agreement.

b. Upon the Effective Date, each Debt Relief Class Member will only waive and shall be barred from bringing, joining, participating in, continuing to prosecute, serving as a class member in, seeking relief through, or receiving relief from any class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against any and all of the Released Parties related to not only claims asserted in the Action, but also claims that could have been asserted in the Action. Debt Relief Class Members will retain any rights to bring individual actions or arbitration against the Released Parties. By entering into this Agreement, Defendants do not waive and expressly reserve the right to move to compel arbitration of any preserved individual claims if they are brought in court, and to assert any applicable delegation clause, class-action waiver, limitations defense, merits defense, jurisdictional defense, tribal-law defense, sovereign-immunity defense, and any other defense available under contract, law, equity, or otherwise. For the avoidance of doubt, the cancellation of an Outstanding Loan balance pursuant to Section 4.5(a) of this Agreement does not constitute receipt of a “payment from the Settlement Fund” and does not subject any Debt Relief Class Member to the release set forth in Section 5.1(a).

c. Without limiting the foregoing, the claims released above specifically include claims that Plaintiffs and Settlement Class Members (or any of them) do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained in this Agreement, becomes effective. Plaintiffs acknowledge that they have read, understand, and waive, individually

and on behalf of the Settlement Class Members, all rights and benefits of Section 1542 of the California Civil Code (or any other statute or legal doctrine limiting the effectiveness of releases), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and acknowledge, and the Settlement Class Members shall be deemed to understand and acknowledge, the significance of this waiver of California Civil Code Section 1542 and any other applicable law relating to limitations on releases. In connection with such waiver and relinquishment, Plaintiffs acknowledge individually and on behalf of the Settlement Class Members that they are aware that they may hereafter discover facts in addition to, or different from, those fact which they now know or believe to be true with respect to the subject matter of the Settlement, but that is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims shall remain in effect notwithstanding the discovery or existence of any such additional or different facts.

5.2 Scope of Release. The Releases in Section 5.1 shall apply to Plaintiffs and all Settlement Class Members, according to which Class they are part of, as of the Effective Date of this Settlement. Any Settlement Class Members who do not wish to be subject to these releases shall have the right to exclude themselves by way of the general opt-out procedures set forth in Section 8.2 of this Agreement and the Preliminary Approval Order.

5.3 Dismissal. Provided that the Final Approval Order has been entered, the Parties shall file stipulations or other appropriate documents requesting dismissal of the Action with prejudice within seven days of the Effective Date.

VI. NOTICE AND SETTLEMENT ADMINISTRATION

6.1 Settlement Administrator. Subject to approval by the District Court, the Administrator shall be responsible for administering the Settlement in accordance with this Agreement and applicable orders from the District Court. The Administrator may disburse money from the Settlement Fund only in accordance with this Agreement and applicable orders of the District Court, upon receiving written consent (which may be provided via e-mail) from counsel for all Parties. The actions of the Administrator shall be governed by the terms of this Agreement. The Parties shall provide information reasonably requested by the Administrator pursuant to this Agreement. Class Counsel shall select a settlement administrator, subject to Defendants' approval (not to be unreasonably withheld) and court approval.

6.2 Costs of Notice and Administration. The costs of notice and administration shall be paid entirely from the Fund.

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

- a. Direct Notice via Email. Direct Notice, substantially in the form attached hereto as **Exhibit 1** or as modified by the District Court with the consent of all Parties, will be sent via electronic mail (email) to Settlement Class Members within 30 days after the date of entry of the Preliminary Approval Order at the most recent email address shown in Bright Lending's electronic records, as maintained in the ordinary course of business, for each Settlement Class Member.
- b. Direct Notice via U.S. Mail. Direct Notice, substantially in the form attached hereto as **Exhibit 2** or as modified by the District Court with the consent of all Parties, will be mailed, via first class mail, to Settlement Class Members

whose email notice results in a bounce-back email. Mailing addresses will be run once through the NCOA, or any other postal address verification database that the Administrator deems proper, prior to mailing. Returned Direct Notice will be re-mailed if they are returned within 20 days of the postmark date of the Direct Notice and contain a forwarding address. No further e-mailed or mailed notice shall be required except as otherwise expressly provided herein.

c. Settlement Website. The Administrator will establish and maintain an Internet site, using a domain name approved by all Parties, on which will be posted the Direct Notice as well as the Class Action Complaint; this Agreement; any motions and memoranda seeking approval of this Settlement, approval of attorneys' fees and costs, or approval of Plaintiffs' service awards; any orders of the District Court relating to this Settlement; and any other information the Parties believe necessary and appropriate. The website will also post the Long Form Notice, substantially in the form attached hereto as Exhibit 6. The Direct Notice shall direct recipients to the location of the Internet site and a toll-free number. The website shall make available a form that allows Settlement Class Members to update their mailing addresses; Settlement Class Members may also contact the Administrator by telephone or mail to update their mailing addresses. Within 60 days after entry of the Preliminary Approval Order, the website shall allow Class Members to determine whether or not they are eligible for a Cash Award by entering their unique identifier (provided on the Direct Notice or available by calling the Administrator) and last name. The website shall become active within 10 days after the District Court's entry of the Preliminary Approval Order and shall remain active

until at least 30 days after administration of the Settlement has concluded. The Parties shall have the right to audit the work of the Claims Administrator at any time.

d. Payment Election Reminder Notice. No later than 14 days before the Payment Election Deadline, the Administrator shall send the Payment Election Reminder Notice via email to each Monetary Relief Class Member for whom a valid email address is available and who has not yet made a payment election, informing such Monetary Relief Class Member of the Payment Election Deadline and directing them to the Settlement website described in Section 6.3(c) to make an election. The Payment Election Reminder Notice shall be substantially in the form attached hereto as **Exhibit 3**.

e. CAFA Notice. Defendants shall ensure compliance with the notice provisions of the Class Action Fairness Act (“CAFA”), and approval dates will be set in accord with CAFA.

6.4 Certification to the District Court. No later than 21 days before the Final Fairness Hearing, the Administrator and/or its designees shall file a declaration with the District Court verifying that notice has been provided to the Settlement Class in accordance with this Agreement and the District Court’s Preliminary Approval Order.

VII. DISPUTE RESOLUTION

7.1 Dispute Resolution. The Parties agree to meet and confer in good faith in regard to any dispute relating to this Settlement or to administration of this Settlement and present any dispute first to Mediator Rodney Max to see if the dispute can be resolved. If any dispute is not resolved within 20 business days of submission to Mediator Rodney Max (or such longer time as

to which the Parties may mutually agree), any Party may seek relief from the District Court, which shall retain jurisdiction to resolve any such dispute.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL FAIRNESS HEARING

8.1 Preliminary Approval Order. Class Counsel will seek the District Court's approval of this Settlement by filing an appropriate Motion for Preliminary Approval and seeking entry of the Preliminary Approval Order, substantially in the form attached hereto as **Exhibit 4**. The Parties shall cooperate in presenting such papers to the District Court by September 17, 2026. In the event the District Court requests modifications to the Settlement documents or notice plan as a condition of preliminary approval, the Parties shall cooperate in good faith to make such modifications promptly.

8.2 Opt-Out/Requests for Exclusion from Settlement.

a. Requests for Exclusion. Prospective Settlement Class Members shall be given the opportunity to opt out of the Settlement Class. All requests by Settlement Class Members to be excluded must be in writing and mailed to the Administrator, postmarked no later than 90-days after entry of the Preliminary Approval Order. An appropriate written request for exclusion must be personally signed by the Settlement Class Member and must include: (i) the name of this Action; (ii) the Settlement Class Member's name, address, and telephone number; and (iii) the following statement: "I request to be excluded from the class settlement in this case." Each written Request for Exclusion must be signed by the individual seeking exclusion and may only request exclusion for that one individual. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member

from the Settlement Class. “Mass” or “class” exclusion requests shall not be permitted.

b. Delivery to Parties/Filing with District Court. The Administrator shall provide copies of the original requests for exclusion to the parties by no later than five days after the opt-out deadline. Not later than 21 days before the Final Fairness Hearing, the Administrator shall file with the District Court a declaration that lists all of the opt-outs received.

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

8.3 Objections to Settlement.

a. Right to Object. Any Settlement Class Member who has not previously opted out as provided in Section 8.2 may appear at the Final Fairness Hearing to argue that the proposed settlement should not be approved, to oppose the application of Class Counsel for an award of attorneys’ fees and costs, and/or to oppose the service awards to Plaintiffs. Any Settlement Class Member who wishes to object to the Settlement must file a written objection with the District Court no later than the date specified by subsection (b) of this Section. Settlement Class Members who fail to timely file and serve written objections shall be deemed to

have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement.

b. Deadline. Any such objection must be filed or submitted by mail to the District Court in a writing postmarked no later than 90 days after entry of the Preliminary Approval Order. Copies of all objections must also be mailed or e-mailed to the Administrator, who shall forward by email immediately upon receipt copies of the objections and all related papers to counsel for the Parties.

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

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

IX. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

9.1 Final Approval Order. On a date to be set by the District Court, Plaintiffs will petition the District Court to enter the Final Approval Order in this Action in the form attached as **Exhibit 5**. The Final Approval Order that the Parties propose to the District Court will provide:

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

- b. That Plaintiffs fairly and adequately represent the interests of the Settlement Class;
- c. That Class Counsel fairly and adequately represents Plaintiffs and the Settlement Class;
- d. That the Direct Notice, the Long Form Notice, and the website notice described in Section 6.3(c), satisfy the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable laws;
- e. That the Settlement is fair, reasonable, and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Settlement, including the releases contained in Section V above;
- f. That the Released Parties, as defined in Section 2.26 of the Agreement, are protected by the releases, waivers, injunction, and judgment entered in connection with this Settlement.
- g. That the Settlement represents a fair resolution of all claims asserted on behalf of the Settlement Class and fully and finally resolves all such claims;
- h. That this Settlement should be, and is, approved;
- i. The amounts of the attorneys' fees, costs, and Plaintiffs' service award;
- j. Confirmation of the opt outs from the Settlement;
- k. Overruling of objections, if any;
- l. Dismissal, on the merits and with prejudice, of all claims and an injunction prohibiting all Settlement Class Members and their representatives, privies, agents, attorneys, successors, and assigns from bringing, joining, participating in, continuing to prosecute, serving as class members in, seeking relief through, or

receiving relief from any class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against the Released Parties involving any Released Claims and entering judgment thereon. To avoid confusion, this dismissal and injunction will not apply to any Debt Relief Class Members' right to pursue individual claims or arbitration that are preserved under Section 5.1(b). Any individual claim or arbitration right preserved under Section 5.1(b) remains subject to any applicable arbitration agreement, delegation clause, class-action waiver, limitations defense, merits defense, jurisdictional defense, tribal-law defense, sovereign-immunity defense, and all other defenses available to any Released Party; and

m. Retention of jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Settlement.

X. TERMINATION OF SETTLEMENT

10.1 Non-Approval of or Material Modification to Settlement. If the District Court declines to preliminarily or finally approve this Agreement, or require material modification of this Agreement as a condition of approval, nothing in this Agreement or filed in connection with seeking settlement approval shall be construed as an admission or concession of any fault, wrongdoing, or liability of any kind, nor shall any Defendant be estopped or otherwise precluded from challenging any of the allegations in further proceedings in the Action or any other proceeding. The Parties shall be deemed to have preserved all substantive and procedural rights and defenses as of the date that Plaintiffs initiated the Action, and the certification of the class agreed to for settlement purposes will be void. In the event of non-approval or required material modification, the Parties shall request that the Action be stayed for 30 days to allow the Parties to

meet and confer in good faith regarding whether to accept the Agreement as modified by the District Court or to modify the Agreement for resubmission. If within 30 days after entry of the District Court's order the Parties do not reach agreement on either course, any Party may terminate this Agreement by providing written notice to all other Parties.

10.2 Reversal or Vacatur on Appeal. In the event that this Settlement is approved without material modification by the District Court, but is later reversed or vacated on appeal, Plaintiffs and Defendants shall each have the right to withdraw from this Settlement and return to the status quo ante as of the date Plaintiff Dixon initiated the Action for all litigation purposes, as if no agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the Settlement Class. Any Party electing to withdraw must provide written notice of such election to all other Parties within 30 days of the date the appellate decision reversing or vacating the Settlement becomes final. All discovery materials produced by Defendants outside of the settlement negotiations and settlement administration under this Agreement may be used by Plaintiffs and Class Counsel in any resumed litigation notwithstanding any withdrawal under this Section. For avoidance of doubt, loan-level data, class member information, personal identifying information, and any summaries, extracts, or analyses derived therefrom that were produced solely for purposes of settlement negotiation, administration, class notice, or the implementation of this Agreement shall not be used, retained, or disclosed in any resumed litigation, related proceeding, or other action, and shall be subject to return or destruction pursuant to Section 11.7.

XI. MISCELLANEOUS PROVISIONS

11.1 Further Assistance. Each of the Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. For avoidance of doubt, no Released Party that is not expressly assigned an implementation obligation under this Agreement

shall have an independent obligation to implement settlement relief, provide notice data, administer the Settlement, cancel debt, cease collection activity, or submit credit-reporting requests.

11.2 No Admission of Liability. It is expressly recognized and accepted by Plaintiffs that the Released Parties deny any liability and that Defendants are settling solely to avoid the cost and inconvenience of litigation. Nothing in this Agreement, the Settlement, the payment of settlement consideration, or any relief provided hereunder shall constitute or be construed as an admission by any Settling Defendant or Released Party of liability, wrongdoing, agency, joint venture, partnership, enterprise participation, lender status, ownership, control, funding responsibility, operational control, or responsibility for any loan, policy, practice, act, or omission.

11.3 Evidentiary Preclusion. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. This includes, without limitation, any alleged admission or evidence concerning lender status, funder status, ownership, control, agency, joint venture, partnership, enterprise participation, funding responsibility, operational control, or receipt of payments by any Released Party. In addition, except for purposes of demonstrating the validity of this Agreement or its terms, neither the fact of, nor any documents relating to, any Defendant's withdrawal from the Settlement, any failure of the District Court to approve the Settlement, or objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file this Agreement and/or Judgment in any

action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 No Invocation of Sovereign Immunity as a Defense to the Final Settlement Agreement. The Tribal Defendants agree that they will not invoke sovereign immunity as a defense to the enforcement of this Agreement. The Tribal Defendants further agree to submit to the jurisdiction of the United States District Court for the Northern District of Illinois solely with respect to the enforcement of the Agreement. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of non-party the Fort Belknap Indian Community, which is expressly reserved. Nothing contained herein shall be construed as a waiver of the Tribal Defendants' sovereign immunity defense (or the sovereign immunity of any person or entity related to the Tribal Defendants) in any other context, proceeding, or litigation.

11.5 Fort Belknap Community Council Approval. The Tribal Defendants represent and warrant that, prior to execution of this Agreement, the Fort Belknap Community Council duly adopted Resolution No. 159-2026 on July 6, 2026, approving the terms of this Settlement and authorizing the Tribal Defendants to enter into and perform this Agreement. The Tribal Defendants further represent and warrant that such Resolution remains in full force and effect as of the date of execution of this Agreement, has not been rescinded or modified, and constitutes all tribal governmental approvals necessary to make this Agreement binding and enforceable against the Tribal Defendants.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between and among the parties with respect to the settlement of the Action. This Agreement supersedes all prior

negotiations and agreements. The Parties, and each of them, represent and warrant that no other party or any agent or attorney of any of the Parties has made any promise, representation, or warranty whatsoever not contained in this Agreement and the other documents referred to in this Agreement to induce them to execute the same. The Parties, and each of them, represent and warrant that they have not executed this Agreement, or the other documents referred to in this Agreement, in reliance on any promise, representation or warranty not contained in this Agreement and the other documents referred to in this Agreement.

11.7 Confidentiality. Subject to order of the District Court, all drafts of this Agreement and documents relating to settlement negotiations between the Parties shall remain confidential and shall not be disclosed or duplicated except: (a) as necessary to obtain preliminary or final approval of the Settlement; (b) as required by court order or applicable law; (c) as necessary to enforce the terms of this Agreement; or (d) as otherwise agreed in writing by the Parties. All materials exchanged between the Parties in connection with settlement negotiations and confirmatory discovery, including the list of Settlement Class Members, loan-level data, and any summaries or extracts thereof, shall remain confidential and shall not be disclosed or duplicated except as provided in the preceding sentence or as required to administer the Settlement. This provision does not apply to documents or information that are or become publicly available through no fault of the receiving Party, or that were independently developed or obtained by the receiving Party outside of this Settlement. Within 30 days after the completion of settlement administration, each Party and their respective counsel shall deliver to the other Parties a declaration certifying that all confidential materials exchanged in connection with this Settlement have been returned to the producing Party or destroyed in accordance with reasonable data security standards and purged from all machine-readable media on which they reside. In the event this

Settlement is terminated prior to final approval, or reversed or vacated on appeal, the return-or-destroy obligation set forth above shall apply within 60 days of such termination, reversal, or vacatur. For avoidance of doubt, no exception to this obligation shall permit the retention or use of any loan-level data, class member information, personal identifying information, or summaries, extracts, or analyses derived therefrom in any resumed litigation, related proceeding, or other action, except to the extent such materials are independently obtained through ordinary discovery under applicable rules and any governing protective order entered by the Court. This provision shall be enforceable by any Party or Released Party.

11.8 Publicity. The Parties agree not to issue any press release or make any affirmative public statement to media outlets regarding the terms of this Settlement, except: (a) as required by court order or applicable law, including any securities, regulatory, or investor reporting obligations; (b) as necessary to implement the class notice program approved by the District Court; or (c) as otherwise agreed in writing by the Parties. Nothing in this provision shall prohibit any Party from responding accurately to a direct inquiry from a member of the media by stating that the matter has been resolved and is pending court approval, without disclosing the specific terms of the Settlement.

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

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

undue influence whatsoever.

11.11 Authority The persons signing this Agreement on behalf of an entity warrant and represent that they are authorized to sign on the respective entity's behalf. Plaintiffs have personally signed this Agreement.

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

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

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

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

11.16 Notices/Communications. All requests, demands, claims, and other communications hereunder shall: (a) be in writing; (b) delivered by U.S. mail and electronic mail; (c) be deemed to have been duly given on the date received; and (d) be addressed to the intended recipient as set forth below:

For the Tribal Defendants:

Taylor McCabe
Island Mountain Development Group
353 Old Hays Rd.
Hays, MT 59527
taylor.mccabe@islandmtn.com

Rob Roy Smith
Kilpatrick Townsend & Stockton, LLP
1420 Fifth Avenue, Suite 3700
Seattle, WA 98101
rrsmith@ktslaw.com

For the BorrowWorks Defendants:

Brendan V. Johnson
Robins Kaplan LLP
150 E 4th Pl., Ste 704
Sioux Falls SD 57104
Johnson@RobinsKaplan.com

For Plaintiffs:

John G. Albanese
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
jalbanese@bergermontague.com

Each of the Parties may change the address to which requests, demands, claims, or

other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

11.17 Counterparts. This Agreement may be executed in one or more counterparts and, if so executed, the various counterparts shall be and constitute one instrument for all purposes and shall be binding on each of the Parties that executed it, provided, however, that none of the Parties shall be bound unless and until all Parties have executed this Agreement. For convenience, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

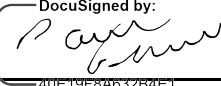
11.18 Cooperation. The Parties, and their respective counsel, agree to cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement; to obtain final approval of the Settlement; and to otherwise ensure that a fully effective final approval of the Settlement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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

Dated: 9/17/2026

By: 
Curtis Dixon
Plaintiff

Dated: 9/16/2026

By: 
Paula Flamini
Plaintiff

Dated: _____

By: _____
William Bell
Defendant

Dated: _____

By: _____
Taylor McCabe
Defendant

Dated: _____

By: _____
Lyolene Dillon
Defendant

Dated: _____

By: _____
Jarrett Azure
Defendant

Dated: _____

By: _____
Ticia Cliff
Defendant

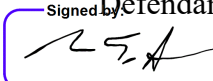
Dated: _____

By: _____
Doug Stuart
Defendant

Dated: _____

By: _____
Frank Doney
Defendant

Dated: 9/17/2026

Signed by: 
By: _____
A1D6D83E8B8C42D
Benjamin Gatzke
Defendant

Dated: 9/17/2026

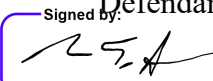
Signed by: 
By: _____
A1D6D83E8B8C42D...
BWDS, LLC
Defendant

Exhibit 1

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Notice of Class Action Settlement – Dixon v. Gatzke

Name: <<Name>>

Notice ID: <<Notice ID>>

If you had a loan with Bright Lending, you could get debt cancellation and/or a cash payment from a class action settlement.

A federal court ordered this notice. This is not a solicitation from a lawyer. Please read this notice carefully. Full information regarding the Settlement, including a Long Form Notice with more details, is available at [LINK](#).

You are receiving this notice because you have been identified as a member of a proposed nationwide class action settlement involving loans made by Aaniiih Nakoda Finance, LLC, dba Bright Lending (“Bright Lending”). The lawsuit, *Dixon v. Gatzke*, Case No. 1:24-cv-11834 (N.D. Ill.), alleges that Bright Lending, Benjamin Gatzke, BWDS, LLC, and several individuals affiliated with the Fort Belknap Indian Community (collectively, “Defendants”) issued unlawful loans charging interest far exceeding state usury limits. Defendants deny all wrongdoing and liability but have agreed to settle to avoid the costs and risks of continued litigation.

Am I Included in the Settlement?

There are two classes of borrowers in the settlement, and you cannot be a member of both. According to Bright Lending’s records, you are a member of the [<<INSERT CLASS>>](#).

Monetary Relief Class. All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class. All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

How Do I Receive a Payment or Debt Cancellation?

The Settlement establishes a \$15,000,000 Settlement Fund, from which Monetary Relief Class Members receive cash payments, and separately provides debt cancellation and other relief to borrowers with unpaid loans, regardless of which class they’re in.

If you are a member of the Monetary Relief Class, you will receive a cash payment calculated on a pro rata basis, based on the amount of alleged usurious interest you paid above your loan's principal. If you did not pay alleged usurious interest above principal, you will receive \$15. No payment will be less than \$15. You do not need to file a claim. Your payment will be sent automatically, either (1) by check or (2) electronically if, by [DATE](#), you elect that option at the Settlement Website, [LINK](#). If you also have a separate Bright Lending loan that was taken out between October 1, 2020 and December 31, 2024 and remains unpaid, you may receive debt cancellation on that loan, too.

If you are a member of the Debt Relief Class, any outstanding balance on a loan you took out between October 1, 2020 and December 31, 2024 will be cancelled. You will owe nothing further on that loan.

In addition, for members of both Classes, Bright Lending will request deletion of negative credit reporting tied to loans from the class period, has agreed not to sell class members' personal information for marketing, and will stop all collection activity on unpaid loans covered by the Settlement.

What Are My Other Options?

- (1) Do Nothing.** You will remain a Settlement Class Member. If you are issued a cash payment, you will give up all rights to sue Defendants and the other Released Parties over claims raised, or that could have been raised, in this lawsuit, arising out of or relating to any loan you had with Bright Lending, not just the loan that made you eligible for the payment. If you receive debt cancellation but not a cash payment, you will give up the right to bring a class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against Defendants and the other Released Parties over the claims raised, or that could have been raised, in this lawsuit, but you will keep the right to bring an individual lawsuit or individual arbitration.
- (2) Change Your Payment Option.** If you are a Monetary Relief Class Member, you may visit [LINK](#) to (1) provide an updated mailing address for sending a check or (2) elect to receive a cash payment by Venmo or PayPal instead of by a paper check. The deadline to change your payment option is [DATE](#).
- (3) Exclude Yourself.** To opt out, mail a signed, written request to the Settlement Administrator, postmarked no later than [\[DATE\]](#), stating that you want to be excluded. If you exclude yourself, you give up any settlement benefits but keep your right to sue on your own. Specific requirements for opting out are available at [LINK](#).
- (4) Object.** If you don't exclude yourself, you or your lawyer may object to the Settlement by filing a written objection with the Court and the Settlement Administrator, postmarked no later than [DATE](#). Specific requirements for objecting are available at [LINK](#).

Who Represents Me?

The Court has appointed lawyers from Berger Montague PC as Class Counsel, and Plaintiffs Curtis Dixon and Paula Flamini as Class Representatives. Class Counsel will ask the Court to approve attorneys' fees not to exceed 33.33% of the Settlement Fund, reimbursement of reasonable out-of-pocket expenses incurred by Class Counsel, and service awards of \$10,000 to Plaintiff Dixon and \$1,000 to Plaintiff Flamini for their work bringing this case. These lawyers will not separately charge you.

When Will the Court Consider the Settlement?

The Court will hold a Final Fairness Hearing on [DATE](#), at [TIME](#), before the Honorable Matthew F. Kennelly, United States District Court for the Northern District of Illinois. At that hearing, the Court will consider any objections, decide whether to approve the requested fees and service awards, and determine whether to grant final approval.

For more information, visit the Settlement Website, [LINK](#), email [INSERT](#), or call [XXX-XXX-XXXX](#).

[Unsubscribe](#)

Exhibit 2

COURT ORDERED NOTICE

Dixon v. Gatzke

Class Action Settlement Notice

*If you had a Bright Lending loan, you
may be entitled to debt cancellation
and/or a cash payment.*

You do not need to file a
claim. Deadline to exclude
yourself, object, or request
electronic payment is **DATE**.

More info at: [www.\[website\].com](http://www.[website].com)

Settlement Administrator

[Address Line 1]

[Address Line 2]

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID

Notice ID: [XXXX-XXXX]

NAME
ADDRESS

You have been identified as a Settlement Class Member in a lawsuit entitled *Dixon v. Gatzke*, No. 1:24-cv-11834 (N.D. Ill.). The parties in this lawsuit have reached a proposed settlement. You do not need to submit a claim form to receive your payment or debt cancellation; it will be provided automatically, if you are eligible.

The lawsuit claims that Bright Lending, Benjamin Gatzke, BWDS, LLC, and several individuals affiliated with the Fort Belknap Indian Community issued loans charging interest far exceeding state usury limits. Defendants deny any wrongdoing and have asserted defenses they believe would be successful. The Court has not decided who is right.

Am I a Class Member? There are two classes, and you cannot be a member of both. Defendants' records indicate you are a member of the <<INSERT CLASS>>. The Monetary Relief Class covers U.S. residents who took out a Bright Lending loan between October 1, 2020 and June 4, 2026, and fully paid back at least one such loan. The Debt Relief Class covers U.S. residents who took out a Bright Lending loan between October 1, 2020 and December 31, 2024, did not fully pay back at least one such loan, and are not members of the Monetary Relief Class. Residents of Nevada and Utah are excluded from both Classes.

What Do I Get? If you are a Monetary Relief Class Member, you will receive a cash payment based on a pro rata share of the alleged usurious interest you paid, with a minimum payment of \$15, sent automatically after the Settlement becomes final. If you have a separate loan taken out between October 1, 2020 and December 31, 2024 that remains unpaid, you may receive debt cancellation on any such loan, as well. If you are a Debt Relief Class Member, any outstanding balance on a qualifying loan will be cancelled and you will owe nothing further on it.

Your Choices. If you do nothing, you will remain a Class Member, receive the appropriate benefits described above, and be bound by the Court's decisions, including giving up your right to sue Defendants over the claims in this Lawsuit. By **DATE**, you may: (1) exclude yourself from the Settlement Class if you want to keep your right to sue on your own; (2) object to the Settlement if you stay in but disagree with its terms; or, (3) if you are a Monetary Relief Class Member, elect to receive your payment electronically. More details at **LINK**.

Who Represents Me? The Court has appointed lawyers from Berger Montague PC as Class Counsel, and Curtis Dixon and Paula Flamini as Class Representatives. Class Counsel will petition for legal fees not to exceed 33.33% of the \$15,000,000 Settlement Fund, for reimbursement of out of pocket costs incurred by Class Counsel, and Service Awards OF \$10,000 to Mr. Dixon and \$1,000 to Ms. Flamini, to be paid from the Settlement Fund.

Where can I get more information? Visit **LINK**, or contact the Settlement Administrator at **EMAIL** or 1-8##-###-####.

Exhibit 3

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Reminder: Elect Electronic Payment by DATE – Dixon v. Gatzke Settlement

Name: <<Name>>

Notice ID: <<Notice ID>>

You are receiving this reminder because our records show that you are owed a cash payment in the *Dixon v. Gatzke* class action settlement, Case No. 1:24-cv-11834 (N.D. Ill.), and have not yet elected how you would like to receive your payment.

If you would prefer to receive your payment electronically, you must make that election at the Settlement Website by DATE. To do so, visit LINK and follow the instructions there. You can also use this link to update your mailing address if it has changed.

You do not need to do anything to receive a payment. If you take no action, your payment will be sent to you by check at the mailing address on file.

For more information, visit the Settlement Website, LINK, email INSERT, or call XXX-XXX-XXXX.

Unsubscribe

Exhibit 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
Eastern Division**

CURTIS DIXON AND PAULA FLAMINI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BENJAMIN E. GATZKE; BWDS, LLC;
TAYLOR McCABE; WILLIAM BELL;
LYOLENE DILLON; JARRETT AZURE;
TICIA CLIFF; DOUG STUART; FRANK
DONEY; and JOHN DOES 1 - 40,

Defendants.

Case No. 24-cv-11834-MFK-HKM

Hon. Matthew F. Kennelly

[PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Curtis Dixon (“Plaintiff Dixon”) and Plaintiff Paula Flamini (“Plaintiff Flamini,” and, together with Plaintiff Dixon, “Plaintiffs”) have moved the Court for preliminary approval of a proposed class action settlement with Defendants Benjamin Gatzke, BWDS, LLC, Defendants Taylor McCabe, William Bell, Lyolene Dillon, Jarrett Azure, Ticia Cliff, Doug Stuart, and Frank Doney (collectively, “Defendants,” and together with Plaintiff, the “Parties”), the terms and conditions of which are set forth in the Stipulation and Agreement of Settlement filed with the Court on September 17, 2026 (“Settlement Agreement”) as an exhibit to Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”).

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

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

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

**CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND APPOINTMENT
OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

3. For purposes of the Settlement, and conditioned upon the Settlement receiving final approval following the Final Fairness Hearing, this Court hereby conditionally certifies a class for settlement purposes only (the "Settlement Class"), consisting of two subclasses pursuant to Fed. R. Civ. P. 23(c)(5) (the "Monetary Relief Class" and the "Debt Relief Class," each a "Subclass"), defined as follows:

Monetary Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at

least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

4. This Court preliminarily finds that, for settlement purposes and conditioned upon the entry of this Order, the Final Approval Order, and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied as to each Subclass. The Court finds, in the specific context of this Settlement, that the following requirements are met as to each of the Monetary Relief Class and the Debt Relief Class: (a) the number of Settlement Class Members in each Subclass is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of each Subclass; (c) Plaintiffs' claims are typical of the claims of the members of each Subclass, as Plaintiff Dixon is a member of the Monetary Relief Class and Plaintiff Flamini is a member of the Debt Relief Class; (d) Plaintiffs have fairly and adequately represented the interests of each Subclass and will continue to do so, and have retained experienced counsel to represent them; (e) the questions of law and fact common to the members of each Subclass predominate over any questions affecting any individual Settlement Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23 and is superior to alternative means of resolving the claims and disputes at issue in this Action. The Court also concludes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

5. The Court further finds that there is no conflict of interest between the Monetary Relief Class and the Debt Relief Class that would preclude a finding of adequacy under Rule 23(a)(4) or subclass treatment under Rule 23(c)(5), as the monetary and injunctive relief provided to the Monetary Relief Class is paid from the Settlement Fund, while the injunctive relief provided to the Debt Relief Class—including debt cancellation, cessation of collection activity, and removal

of negative credit reporting—is provided independently of and does not diminish the Settlement Fund.

6. The Court finds that the Settlement falls within the range of reasonableness because it provides for meaningful remediation relative to the merits of Plaintiffs’ claims and the Defendants’ defenses. The Monetary Relief Class will obtain substantial monetary relief, and a Monetary Relief Class Member who separately holds an Outstanding Loan will also receive loan cancellation, cessation of collection activity, and tradeline deletion on that loan. Meanwhile, the Debt Relief Class will obtain significant injunctive relief, including debt cancellation, cessation of collection activity, and tradeline deletion. In addition, all Settlement Class Members—regardless of which Class to which they belong—benefit from Defendants’ agreement not to sell their personal identifying information for third-party marketing purposes. The Settlement also has key indicia of fairness in that sufficient discovery and litigation had been undertaken by the Parties in the Action and settlement negotiations occurred at arm’s length.

7. For purposes of Settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing the rights of the Settlement Class in this Action, and thus hereby appoints Plaintiff Dixon as the Class Representative of the conditionally certified Monetary Relief Class, and Plaintiff Flamini as the Class Representative of the conditionally certified Debt Relief Class.

8. For purposes of the Settlement only, the Court appoints as Class Counsel John G. Albanese and Ariana Kiener of Berger Montague PC. For purposes of these settlement approval proceedings, the Court finds that this law firm and these lawyers are competent and capable of exercised their responsibilities as Class Counsel and have fairly and adequately represented the interests of the Settlement Class for settlement purposes.

CLASS NOTICE AND SETTLEMENT ADMINISTRATION

9. Since the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class pursuant to the Settlement Agreement. The Court approves, as to form and content, the notice program set forth in the Settlement Agreement.

10. The Court further hereby appoints American Legal Claim Services, LLC as the Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating Notice to the Settlement Class; (b) handling returned mail not delivered to members of the Settlement Class; (c) fielding inquiries about the Settlement Agreement; (d) receiving and maintaining Settlement Class member correspondence regarding requests for exclusion; (e) establishing a Settlement website with relevant case documents to which members of the Settlement Class may refer for information about the Action and the Settlement; (f) establishing a toll-free telephone line to receive calls from Settlement Class Members; and (g) carrying out such other responsibilities as are provided for in the Settlement Agreement, or agreed to by the Parties.

11. The Court directs the Settlement Administrator, in accordance with the Settlement Agreement, to cause a copy of the Direct Notice to be sent in substantially the same form attached to Plaintiff's Preliminary Approval Motion to the Settlement Class by a combination of e-mail notice to verified e-mail addresses and/or by U.S. mail, postage prepaid to each Settlement Class Member identified on the Class List.

12. The Court further directs the Settlement Administrator to establish the Settlement Website and secure a toll-free telephone number as set forth in the Settlement Agreement, which shall be operational within 10 days after the Court enters this Preliminary Approval Order.

13. No later than 21 days before the Final Fairness Hearing, the Settlement Administrator shall file a declaration with the District Court verifying that Notice has been provided to the Settlement Class in accordance with the Settlement Agreement and this Order.

14. The Court finds that the Direct Notice accompanying Plaintiff's Motion for Preliminary Approval, specifically, and, more generally, the notice program described above and set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the language of the proposed Direct Notice is plain and easy to understand and provides neutral and objective information about the nature of the Settlement. Furthermore, the Court finds that the notice program complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the Settlement and their right to participate in, object to, or exclude themselves from the Settlement. The Court also finds that the Notice Program complies with Rule 23(c) as it provides for individual notice to all Settlement Class Members and is thus the best notice practicable under the circumstances. In addition, Settlement Class Members will have access to the Settlement Website and a toll-free telephone line for purposes of obtaining additional information about the Settlement.

15. Class Notice and Settlement administration costs as set forth in the Settlement Agreement shall be paid from the Settlement Fund as set forth in the Settlement Agreement.

REQUESTS FOR EXCLUSION

16. Settlement Class Members may elect to exclude themselves or “opt-out” from the Settlement Agreement by following the procedures set forth in the Settlement Agreement for doing so. In the event a Settlement Class Member wishes to be excluded from the Settlement and not to be bound by the Settlement Agreement, that person must, prior to the Opt-Out Deadline, advise the Settlement Administrator in writing of that intent. In the written request for exclusion, the Settlement Class Member must state the name of the Action, and their full name, address, and telephone number. Further, the Settlement Class Member must include a statement in the written request that they wish to be excluded from the Settlement Agreement in the Action. The request must also be signed by the Settlement Class Member.

17. Any request for exclusion or opt out must be postmarked on or before the Opt-Out Deadline of 90 days after entry of the Preliminary Approval Order. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Court retains jurisdiction to resolve any disputed exclusion requests.

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

19. Any Settlement Class Member who does not submit a valid and timely request for exclusion shall be bound by all the terms and provisions of the Settlement Agreement, including

the releases set forth therein, the Final Approval Order, and the Final Judgment, whether or not such Settlement Class Member objected to the settlement.

20. The Settlement Administrator shall provide copies of any requests for exclusion to the Parties as provided in the Settlement Agreement.

21. A Monetary Relief Class Member who also holds a separate Outstanding Loan that would have qualified them for the Debt Relief Class but for Section 2.8(3) of the Settlement Agreement may not exclude themselves from the relief described in Section 4.5(a) of the Settlement Agreement with respect to that Outstanding Loan while remaining a Monetary Relief Class Member, or vice versa; any request for exclusion by such a Settlement Class Member shall be treated as a request for exclusion from the Settlement Class in its entirety.

OBJECTIONS

22. Settlement Class Members who wish to object to the Settlement must do so in writing as specified below. Objections must be (1) mailed to the Court *and* (2) mailed or emailed to the Settlement Administrator, and be postmarked (or time-stamped, in the case of an email to the Settlement Administrator) no later than 90 days after entry of the Preliminary Approval Order. Class Counsel shall file, no later than 14 days before the objection deadline, a motion for reimbursement of attorneys' fees and costs and Service Awards to the Class Representatives.

23. For an objection to be considered by the Court, the objection must also set forth and include the following:

- a. the name of the Action;
- b. the Settlement Class Member's full name, address, and telephone number;
- c. the account number(s) of the extension of credit;
- d. a sentence confirming that they are a Settlement Class Member;
- e. any factual basis and legal grounds for the objection to the Settlement; and
- f. a list of any prior cases in which the objector or the objector's counsel have objected to a class settlement.

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

25. Counsel for any Settlement Class Member who wishes to be heard at the Final Fairness Hearing must enter an appearance with the Court by the Objection Deadline.

26. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, including but not limited to the compensation to Settlement Class Members, the award of Class Counsel's attorneys' fees and reimbursement of costs, the Service Awards, or the Final Judgment.

FINAL FAIRNESS HEARING

27. A Final Fairness Hearing shall be held on _____, 2027 at _____ a.m./p.m. before this Court in Courtroom 2103 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. At the Final Fairness Hearing, the Court will consider and determine: (1) whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate; (2) whether any objections to the Settlement Agreement should be overruled; (3) whether Class Counsel's requested attorneys' fees and costs and the Service Awards to the Class Representatives should be approved; and (4) whether a Final Approval Order and Judgment finally approving the Settlement Agreement should be entered. The date of the Final Fairness Hearing may be continued by the Court from time to time without the necessity of further notice to the Settlement Class.

28. Any Settlement Class Member may enter an appearance, at their own expense, individually or through counsel. However, if a Settlement Class Member wishes to object to the

Settlement at the Final Fairness Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in the Settlement Agreement and this Order. All Settlement Class Members who do not enter an appearance will be represented by Class Counsel.

29. The motion for final approval of the Settlement Agreement, and any papers the Parties wish to submit in support of final approval of the Settlement such as responses to any objections to the Settlement, shall be filed with the Court no later than 14 days prior to the Final Fairness Hearing.

STAY OF LITIGATION

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

OTHER PROVISIONS

31. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

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

33. The Parties are directed to carry out their obligations under the Settlement Agreement and are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement or to the form or content of the Direct Notice that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

34. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection with the Settlement Agreement shall become null and void, shall be of no further force and effect, and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

IT IS SO ORDERED.

Dated: _____

Hon. Matthew F. Kennelly
United States District Court Judge

Exhibit 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
Eastern Division**

CURTIS DIXON AND PAULA FLAMINI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BENJAMIN E. GATZKE; BWDS, LLC;
TAYLOR McCABE; WILLIAM BELL;
LYOLENE DILLON; JARRETT AZURE;
TICIA CLIFF; DOUG STUART; FRANK
DONEY; and JOHN DOES 1 - 40,

Defendants.

Case No. 24-cv-11834-MFK-HKM

Hon. Matthew F. Kennelly

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING SETTLEMENT CLASS, AWARDING ATTORNEYS'
FEES, COSTS, AND SERVICE AWARDS, AND ENTERING FINAL JUDGMENT**

Plaintiff Curtis Dixon (“Plaintiff Dixon”) and Plaintiff Paula Flamini (“Plaintiff Flamini,” and, together with Plaintiff Dixon, “Plaintiffs”) individually and on behalf of the preliminarily certified Settlement Class, have submitted to the Court a Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”), and Class Counsel has separately submitted a motion for an award of attorneys’ fees and costs and a Service Awards to the Class Representatives (“Fee and Service Award Motion”).

This Court has reviewed the papers filed in support of the Final Approval Motion and the Fee and Service Award Motion, including the Settlement Agreement filed with Plaintiffs’ Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Class, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on [REDACTED], at which time

the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable, and further finds that the Fee and Service Award Motion should be granted for the reasons set forth below. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement.

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

**CERTIFICATION OF THE SETTLEMENT CLASS AND APPOINTMENT OF
CLASS COUNSEL AND CLASS REPRESENTATIVE**

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Settlement Class, consisting of two subclasses pursuant to Fed. R. Civ. P. 23(c)(5) (the “Monetary Relief Class” and the “Debt Relief Class,” each a “Subclass”), defined as follows:

Monetary Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class

All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at

least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

4. Certification of the Settlement Class, consisting of the Monetary Relief Class and the Debt Relief Class as two Subclasses pursuant to Fed. R. Civ. P. 23(c)(5), is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23. For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that the Action, for purposes of this Settlement, may be maintained as a class action on behalf of the Settlement Class. This Court reaffirms its finding that Plaintiff Dixon is a member of the Monetary Relief Class, and that Plaintiff Flamini is a member of the Debt Relief Class, and that each Plaintiff is typical of and has adequately represented the interests of their respective Subclass, and that there is no conflict of interest between the Subclasses that would preclude such a finding, for the reasons set forth in the Preliminary Approval Order.

5. In the Preliminary Approval Order, this Court previously appointed the above identified Plaintiff Dixon as the Class Representative of the Monetary Relief Class, and Plaintiff Flamini as the Class Representative of the Debt Relief Class, and hereby reaffirms those appointments, finding, on the record before it, that the Class Representatives have adequately represented, and continue to adequately represent, Settlement Class Members.

6. In the Preliminary Approval Order, this Court previously appointed John Albanese and Ariana Kiener of the law firm of Berger Montague PC as Class Counsel for settlement purposes only and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel has and continues to adequately and fairly represent Settlement Class Members.

CLASS NOTICE

7. The record shows, and the Court finds, that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The

Court finds that such Class Notice constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and the terms of the Settlement Agreement, their rights to exclude themselves from the Settlement or to object to any part of the Settlement, their rights to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Order and Judgment, whether favorable or unfavorable, on all persons who do not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e)(1), and any other applicable law.

8. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Fairness Hearing, it is hereby determined that all Settlement Class Members except those who timely opted out, as identified in Exhibit A to this Final Approval Order, are bound by this Final Approval Order and Judgment. No Settlement Class Members, other than those listed in Exhibit A, are excluded from the Settlement Class, from the terms of the Settlement Agreement, or from the effect of this Final Approval Order and Judgment.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

9. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement, the Settlement Agreement, the benefits to Settlement Class Members, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the

Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiffs' claims and any defenses of the Defendants, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member bound by the Settlement Agreement, including any releases therein.

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

- a. The Action was complex and time-consuming and would have continued to be so if the Parties had not settled;
- b. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Action while negotiating the Settlement;
- c. The monetary and injunctive relief provided to the Monetary Relief Class, and the injunctive relief provided to the Debt Relief Class, are each well within the range of reasonableness in light of the best possible recovery and the risks that the Parties would have faced if the case had continued to verdicts as to jurisdiction, liability, and damages;
- d. The Settlement was the result of arm's-length good faith negotiations and exchange of information by experienced counsel; and
- e. The reaction of the Settlement Class to the Settlement has been positive, with X Class Members timely requesting to opt out and X objection(s) to the Settlement.

This Court has considered and hereby overrules the objection(s) to the Settlement on their/its merits.

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

**PAYMENT OF MONETARY CONSIDERATION
AND INJUNCTIVE RELIEF TO THE CLASS**

12. The Court approves the Parties' plan to distribute the Cash Awards provided for by the Settlement Agreement to Settlement Class Members as set forth in the Settlement Agreement.

13. The Court also approves the agreements reached with respect to injunctive relief, as more particularly set forth in the Settlement Agreement (which shall control in the event of any alleged inconsistency with this Final Approval Order):

- a. Within 30 days after the Effective Date, Bright Lending will cancel (as a disputed debt) all Outstanding Loans, that is, loans originated between October 1, 2020 and December 31, 2024 that have not been paid off, as of June 5, 2026, by a Settlement Class Member;
- b. Bright Lending will cease all direct or indirect collection activity on any Outstanding Loan, and agrees not to sell any Outstanding Loan;
- c. Bright Lending will return any funds inadvertently collected after the Effective Date;
- d. As of June 5, 2026, Defendants will not sell personal identifying information obtained from Settlement Class Members between October 1, 2020 and June 4, 2026 to third parties for third-party marketing purposes; and
- e. Within 30 days of the Effective Date, Bright Lending shall contact all consumer reporting agencies to which it previously had reported information regarding loans

originated between October 1, 2020 and December 31, 2024 by Bright Lending to Settlement Class Members, and request deletion of any negative tradelines previously reported to consumer reporting agencies in the name of Bright Lending regarding those loans.

14. The relief provided by the Settlement is significant. The Monetary Relief Class will obtain substantial monetary relief, and a Monetary Relief Class Member who separately holds an Outstanding Loan will also receive loan cancellation, cessation of collection activity, and tradeline deletion on that loan. Meanwhile, the Debt Relief Class will obtain significant injunctive relief, including debt cancellation, cessation of collection activity, and tradeline deletion. In addition, all Settlement Class Members—regardless of which Subclass to which they belong—benefit from Defendants’ agreement not to sell their personal identifying information for third-party marketing purposes. These benefits have significant value, are not included in the monetary amount payable to the Settlement Fund, and constitute real, additional relief for the Settlement Class. Settlement Class Members will receive these benefits automatically, without having to prove any harm, submit any forms, or file any claim.

DISMISSAL OF CLAIMS AND RELEASES

15. This Court hereby dismisses with prejudice on the merits and without costs or attorneys’ fees (except as otherwise provided in the Settlement Agreement) the above-captioned action (subject to retention of jurisdiction to enforce the Settlement Agreement and the Settlement).

16. Pursuant to Fed. R. Civ. P. 23(e), the Court approves and orders enforcement of the releases set forth in Section 5.1 of the Settlement Agreement. Pursuant to the Settlement Agreement, as of the Effective Date of this Settlement, the following releases shall be effective:

- a. Upon the Effective Date, each Monetary Relief Class Member who does not timely opt out and to whom a Cash Award is issued, transmitted, mailed, electronically delivered, or otherwise made available pursuant to the Court-approved distribution process will fully, finally, and forever release and discharge any and all claims against the Released Parties related to any loan that the Class Member obtained from Bright Lending, whether or not that loan is the loan that qualified them to be eligible for the Monetary Relief Class. The release provided by such Class Members will release not only claims asserted in the Action, but also claims that could have been asserted in the Action, including claims such Class Members do not know or suspect to exist in their favor. Released Claims include, without limitation, claims arising out of or relating to the funding, marketing, origination, servicing, collection, purchase, sale, assignment, participation, financing, ownership, holding, enforcement, reporting, or receipt of payments in connection with any loan the Class Member obtained from Bright Lending.
- b. Upon the Effective Date, each Debt Relief Class Member will only waive and shall be barred from bringing, joining, participating in, continuing to prosecute, serving as a class member in, seeking relief through, or receiving relief from any class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against any and all of the Released Parties, related to not only claims asserted in the Action, but also claims that could have been asserted in the Action. Debt Relief Class Members will retain any rights to bring individual actions or arbitration against the Released Parties. By entering into the Settlement Agreement, Defendants do not waive and

expressly reserve the right to move to compel arbitration of any preserved individual claims if they are brought in court, and to assert any applicable delegation clause, class-action waiver, limitations defense, merits defense, jurisdictional defense, tribal-law defense, sovereign-immunity defense, and any other defense available under contract, law, equity, or otherwise. For the avoidance of doubt, the cancellation of an Outstanding Loan balance pursuant to Section 4.5(a) of the Settlement Agreement does not constitute receipt of a "payment from the Settlement Fund" and does not subject any Debt Relief Class Member to the release set forth in subparagraph (a) above.

OTHER PROVISIONS

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

- a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, the Final Order, or the Final Judgment (including, whether a person or entity is or is not a Settlement Class Member);
- b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order, the Final Judgment, or the Settlement Agreement, or to ensure the fair and orderly administration of the Settlement; and

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

18. Without affecting the finality of this Final Order or the Final Judgment, the Defendants, each Settlement Class Member, and the Settlement Administrator hereby irrevocably submit to the exclusive jurisdiction of the Court for the limited purpose of any suit, action, proceeding, or dispute arising out of the Settlement Agreement or the applicability of the Settlement Agreement, including any suit, action, proceeding, or dispute relating to the Release provisions herein. The Tribal Defendants further agree that they will not invoke sovereign immunity as a defense to the enforcement of the Settlement Agreement, and agree to submit to the jurisdiction of this Court solely with respect to the enforcement of the Settlement Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of non-party the Fort Belknap Indian Community, which is expressly reserved, nor as a waiver of the Tribal Defendants' sovereign immunity defense in any other context, proceeding, or litigation.

19. The Parties are hereby directed to carry out their obligations under the Settlement Agreement.

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

21. In the event that the Settlement becomes null and void, certification of the Settlement Class shall be vacated and this Final Approval Order and Judgment, as well as all other orders entered and releases delivered in connection with the Settlement Agreement, shall be vacated and shall become null and void, shall be of no further force and effect, and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

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

IT IS SO ORDERED.

Dated: _____

Hon. Matthew F. Kennelly
United States District Court Judge

Exhibit 6

If You Obtained a Loan from Bright Lending, You Could Get Debt Cancellation and/or a Cash Payment from a Class Action Settlement

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

- **Read this Notice carefully.** It explains your legal rights and options in a proposed nationwide class action settlement (the “Settlement”) involving loans made by Aaniiih Nakoda Finance, LLC, dba Bright Lending (“Bright Lending”).
- This lawsuit alleges that, through the online lender Bright Lending, Taylor McCabe, William Bell, Lyolene Dillon, Jarrett Azure, Ticia Cliff, Doug Stuart, and Frank Doney, BWDS, LLC, and Benjamin Gatzke (collectively, “Defendants”) issued to borrowers unlawful loans that violate various state and federal laws. Defendants deny all wrongdoing and liability but have agreed to settle the lawsuit to avoid the costs and risks of continued litigation.
- You have been identified as a member of one of the Classes of borrowers who will be affected if the Settlement is approved by the Court (a “Settlement Class Member”).
- If the Settlement is approved, each Class member will receive (1) debt cancellation and/or (2) a cash payment. In exchange, Class members will give up certain rights to sue Defendants and other “Released Parties”—a defined term covering Defendants and a number of related entities and individuals, including their officers, employees, and certain contractors and business partners—over the claims at issue in this lawsuit. This Notice summarizes the Settlement’s key terms. The complete terms—including the full list of Released Parties—are set out in the Settlement Agreement, available at www.xxxxxxxxxxxx.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	You will remain a Settlement Class Member. If you are issued a cash payment, you will give up all rights to sue Defendants and the other Released Parties over claims raised, or that could have been raised, in this lawsuit. If you receive debt cancellation but <i>not</i> a cash payment, you will give up the right to bring a class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against Defendants and the other Released Parties over the claims raised, or that could have been raised, in this lawsuit, but you will keep the right to bring an individual lawsuit.
CHANGE YOUR PAYMENT OPTION	You may visit www.xxxxxxxxxxxx.com to (1) provide an updated mailing address for sending a check or (2) elect to receive a cash payment by Venmo or PayPal instead of by a paper check. The deadline to change your payment option is DATE .
EXCLUDE YOURSELF	By opting out of the Settlement, you will give up your right to receive any Settlement benefits, including debt cancellation and/or a cash payment. In exchange, you will keep the right to file your own lawsuit against Defendants. There is no guarantee that any such lawsuit would succeed or result in a larger recovery than this Settlement.
OBJECT TO THE SETTLEMENT	If you remain a Class member (i.e., you do not exclude yourself), you may write to the Court about why you do not like the Settlement and/or believe the Court should not approve the Settlement.

1. WHY AM I RECEIVING THIS NOTICE?

A federal court authorized this Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about your options before the Court decides whether to approve it. The lawsuit is called *Dixon v. Gatzke*, Case No. 1:24-cv-11834, and is pending before the Honorable Matthew F. Kennelly in the United States District Court for the Northern District of Illinois in Chicago. The Court has not decided who is right or wrong. Instead, the parties have agreed to resolve the lawsuit through this Settlement, and the Court must determine whether the Settlement is fair, reasonable, and adequate before it can take effect. If the Court approves the Settlement, you will be bound by its terms and by the Court’s orders in this case, unless you exclude yourself. This Notice explains what the lawsuit is about, what the Settlement provides, and what choices you have.

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit challenges loans made by Bright Lending. Plaintiffs Curtis Dixon and Paula Flamini claim that Bright Lending charged interest rates far exceeding the limits allowed under Illinois and other state laws, and that Defendants are legally responsible for those

loans. Defendants deny all of these claims. No court has decided who is right. The parties have agreed to settle to avoid the costs and uncertainty of continued litigation.

Important case documents may be accessed at www.#####.com.

3. WHY IS THIS A CLASS ACTION?

In a class action, one person or a small group of people sues on behalf of a larger group of people with similar claims. Here, Plaintiffs Dixon and Flamini filed this lawsuit on behalf of all Bright Lending borrowers who they claim were harmed by the same unlawful lending practices. If the Court approves the Settlement, it will resolve the claims of all class members at once, except those who exclude themselves.

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

The Settlement covers two groups of borrowers, called the Monetary Relief Class and the Debt Relief Class. You cannot be a member of both Classes. If you are a member of the Monetary Relief Class, you are not a member of the Debt Relief Class, even if you also have a separate loan that has not been paid off. You may still receive debt cancellation on that loan, but that does not make you a Debt Relief Class Member.

Monetary Relief Class. All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.

Debt Relief Class. All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

If you received this Notice, Defendants' records indicate that you are a member of one of these Classes. You will remain a Class member unless you exclude yourself by the deadline described below.

5. WHAT WILL I GET FROM THE SETTLEMENT?

The Settlement provides two types of benefits, depending on which Class you are in.

Monetary Relief Class. If you are a member of this Class, you will receive a cash payment from the \$15,000,000 Settlement Fund. Your payment will be calculated on a pro rata basis, based on the amount of alleged usurious interest that you paid above the principal amount of your loan. If you did not pay usurious interest above your loan's principal, you will receive \$15. No payment will be less than \$15. You do not need to file a claim. If you are eligible, your payment will be sent automatically—either mailed to you as a check or sent electronically, if you elect electronic payment—after the Settlement becomes final and effective. If you also have a separate loan that was taken out between October 1, 2020 and December 31, 2024 and remains unpaid, you may also receive debt cancellation on that loan.

Debt Relief Class. If you are a member of this Class, any outstanding balance on a loan you took out with Bright Lending between October 1, 2020 and December 31, 2024 will be cancelled. You will owe nothing further on that loan.

In addition, for members of both Classes, Bright Lending will request that consumer reporting agencies delete any negative entries previously reported by Bright Lending related to loans made during the class period, and Defendants have agreed not to sell class members' personal information to third parties for marketing purposes. Separately, for any outstanding loan balances covered by the Settlement, Bright Lending has agreed to stop all collection activity and will not sell those loans to third parties.

For more details, including on how payments will be calculated and distributed, visit www.#####.com.

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

Nothing, unless you would prefer to receive payment electronically. If you are entitled to a cash payment, the Settlement Administrator will automatically mail you a check to the address listed at the top of this Notice. If that address is incorrect, or if you would prefer to receive your cash payment by PayPal or Venmo instead of a check, you must tell the Settlement Administrator by **DATE**. You can do this by visiting www.#####.com or by contacting the Settlement Administrator at the phone number or mailing address below.

To find out whether you qualify for a cash payment, visit www.#####.com or call 1-8##-###-####.

Eligibility information may not be available immediately. Please allow up to 30 days after you receive this Notice before checking. Once it is available, you can look up your eligibility using your last name and the unique identifying number printed at the top of this Notice.

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

Unless you exclude yourself, you are a Class member.

If you remain a member of the Monetary Relief Class, you release all claims against Defendants and the other Released Parties arising out of or relating to any loan you had with Bright Lending, whether or not that loan is the one that made you eligible for the cash payment. This release covers both claims actually brought in this lawsuit and claims that could have been brought, including claims you don't know about or suspect exist. This means you will not be able to pursue or recover any additional money from Defendants or the Released Parties related to any Bright Lending loan, beyond what you receive through this Settlement.

If you remain a member of the Debt Relief Class, you give up the right to bring a class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against Defendants and the Released Parties on any claims that were brought in this lawsuit, or that could have been brought. You keep the right to bring an individual lawsuit or individual arbitration on any such claims.

Staying in the Class means that any Court orders pertaining to this Settlement will apply to you and legally bind you.

The full Settlement Agreement is available at www.aaaaaaaaaaaa.com. It describes the Released Parties and Released Claims in full legal detail, so please read it carefully. If you have questions, you can speak, free of charge, with the attorneys appointed by the Court to represent the Classes, identified below. You may also consult a lawyer of your own choosing, at your own expense.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from this Settlement, you must mail an "Exclusion Request." You may download a form to use from www.aaaaaaaaaaaa.com, or write your own letter which must include:

- The name of this action: *Dixon v. Gatzke*;
- Your name, address, and telephone number;
- The statement: "I request to be excluded from the class settlement in this case"; and
- Your signature.

Your Exclusion Request must be personally signed by you, and may only request exclusion for you individually; no one else may submit an exclusion request on your behalf, and "mass" or "class" exclusion requests are not permitted. Your Exclusion Request must be **postmarked** no later than 90 days after preliminary approval order and mailed to:

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

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 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 the Parties will consider your views carefully.

To object, no later than the deadline described below, you must (1) file or mail your written objection to the Court *and* (2) mail or email a copy to the Settlement Administrator at the addresses listed below:

COURT
Clerk of the Court
United States District Court
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

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

Or by email to: [insert]

All objections must include:

- The name of this action: *Dixon v. Gatzke*;
- Your name, address, and telephone number;
- Your account number (if you know it) with Bright Lending;
- A sentence confirming that you are a Settlement Class Member;
- The factual basis and legal grounds for your objection to the Settlement; and
- A list of any prior cases in which you or your counsel have objected to a class settlement.

Counsel representing an objecting Settlement Class Member must enter an appearance in this action.

Your objection must be postmarked no later than 90 days after preliminary approval when mailed to the Court. Your copy to the Settlement Administrator must be postmarked or, if sent by email, time-stamped, by the same date. No later than 14 days before this objection deadline, Class Counsel will apply to the Court for an award of attorneys' fees and costs, as well as a service award to each Plaintiff in this lawsuit. This motion and any supporting papers will be posted to www.xxxxxxxxxxxx.com.

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

The Court will hold a hearing to decide whether to approve the Settlement on **Month ##**, 2027 at **##:00** a.m. in the courtroom of Judge Matthew F. Kennelly of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. 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.xxxxxxxxxxxx.com or call 1-8**##-##-####** to be kept up-to-date on the date, time, and location of the hearing.

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 retain 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 attorneys as Class Counsel to represent you and all other Settlement Class Members:

John Albanese and Ariana Kiener Berger Montague P.C. 1229 Tyler Street NE, Suite 205 Minneapolis, MN 55413

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 will ask the Court to approve an award of attorneys' fees and costs of up to 33.33% of the Settlement Fund along with reimbursement of any reasonable expenses incurred by Class Counsel. Any amount the Court awards will reduce the amount available for distribution to Monetary Relief Class Members. Class Counsel will also ask the Court to approve a service award of \$10,000 to Plaintiff Dixon and \$1,000 to Plaintiff Flamini in recognition of their work on behalf of the Class in bringing this lawsuit. The Court will decide the actual amounts awarded for attorneys' fees and the service award, and may award less than what is requested.

The Settlement Agreement contains additional detail on how the Settlement Fund will be allocated, including attorneys' fees, the service awards, and the distribution of any funds that remain after Monetary Relief Class Members cash their checks. If funds remain after the deadline to cash checks has passed, a second distribution may be made to Monetary Relief Class Members who cashed their first check. Full details are available in the Settlement Agreement and other case documents posted at www.xxxxxxxxxxxx.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.bergermontague.com, contacting the Settlement Administrator at [EMAIL](mailto:info@bergermontague.com) or 1-800-594-5999, or contacting Class Counsel at info@bergermontague.com or (612) 594-5999.

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

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CURTIS DIXON AND PAULA FLAMINI,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BENJAMIN E. GATZKE; BWDS, LLC;
TAYLOR McCABE; WILLIAM BELL;
LYOLENE DILLON; JARRETT AZURE; TICIA
CLIFF; DOUG STUART; FRANK DONEY; and
JOHN DOES 1 - 40,

Defendants.

Case No. 24-cv-11834-MFK-HKM

Hon. Matthew F. Kennelly

**DECLARATION OF MARK UNKEFER REGARDING
RETENTION OF AMERICAN LEGAL CLAIM
SERVICES, LLC AS SETTLEMENT
ADMINISTRATOR**

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of twenty-one, and this declaration is based on my personal knowledge.
2. I am a Case Manager of American Legal Claim Services, LLC ("ALCS").
3. ALCS, founded in 2010, is a class action settlement administrator that has administered over 850 cases in the past 16 years with class sizes ranging into the millions of Class Members.
4. ALCS has administered several hundred settlements pertaining to Consumer Lending, EFTA, FCRA and state consumer laws. These cases ranged in size from less than 100 to more than a million Class Members and include the following representative consumer lending cases:

- *Galloway v Big Picture, Civil Action No. 3:19-cv-470, United States District Court for the Eastern District of Virginia, Richmond Division*
- *Galloway v Martorello, Case No. 3:19-cv-00314-REP, United States District Court, Eastern District of Virginia*
- *Hengle v Scott Asner, Civil No. 3:19cv250, United States District Court for the Eastern District of Virginia, Richmond Division*
- *Fitzgerald v Wildcat, CASE NO. 3:20-cv-00044, United States District Court Western District of Virginia, Charlottesville Division*
- *Blackburn v A.C. Israel, Civil No. 3:22cvl46, United States District Court for the Eastern District of Virginia, Richmond Division*

ALCS's Prior Work with Plaintiff's Counsel

5. In the past five years, ALCS has served in various administrative roles in the following cases involving Berger Montague PC:

- *Grissom v Sterling Infosystems, Inc., Case No. 1:20-cv-07948-VSB, United States District Court, Southern District of New York.*
- *Galloway v Big Picture, Civil Action No. 3:19-cv-470, United States District Court for the Eastern District of Virginia, Richmond Division*
- *Galloway v Martorello, Case No. 3:19-cv-00314-REP, United States District Court, Eastern District of Virginia.*
- *Walker et al. v Inflection Risk Solutions, LLC, Case No. 22-CIV-02954, Superior Court of the State of California, County of San Mateo.*
- *Bingollu v One Source Technology, LLC d/b/a Asurint, Case No. 22-cv-77 (DTS), United States District Court, District of Minnesota.*
- *McAfee v CIC Mortgage Credit, Inc., Case No. 3:22-cv-00772-RCY, United States District Court, Eastern District of Virginia.*
- *Jones et al. v Lexington Health Services District Inc. d/b/a Lexington Medical Center, Case No. Adv. Pro. 10-8002-dd, United States Bankruptcy Court, District of South Carolina.*

- *Kromrey v Capital One, N.A., Civil Action No. 3:24-cv-575, United States District Court for the Eastern District of Virginia, Richmond Division*
- *Sparkman et al. v Comerica Bank and Conduent State & Local Solutions, Case No. 4:23-cv-02028, United States District Court for the Northern District of California, Oakland Division*

ALCS's Data Security Protocols

6. ALCS does not process personal information that it receives for any purpose other than to provide administrative support services and solutions to its clients, pursuant to ALCS's arrangements with its clients. ALCS maintains personal information in accordance with arrangements with its clients. ALCS has taken steps to ensure that any information it collects is secure by, among other things, limiting the number of people who have access to ALCS's database servers, utilizing electronic security systems, utilizing AES-encryption of personally identifiable information ("PII"), both in transit and at rest, and using password protections and multi-factor authentication to guard against unauthorized access. Among other systems, ALCS utilizes data centers with the following certifications and data control standards for PII storage and transport: SOC2, ISO 27001, ISO 27701, HIPAA, PCI DSSv3.2.1. ALCS also utilizes quarterly data security competency training to keep our team up to date on the latest psychological engineering tactics used to exploit users. ALCS tests its systems on an ongoing basis for vulnerabilities and responds to any findings promptly. ALCS has professional liability, general liability, umbrella liability and cyber security insurance in place to cover concerns of data breach or mismanagement of PII. ALCS will destroy all Settlement Class Members' PII once administration of the settlement is complete and the parties authorize ALCS to do so.

Notice Plan

7. ALCS will be responsible for providing notice of the settlement to Settlement Class

Members. ALCS has security protocols in place to protect Settlement Class Members' data. ALCS has developed these protocols over the years to limit the risk and increase the protection of data. ALCS will limit access to Settlement Class Members' PII to its personnel and vendors who need to have access to the PII to administer the Settlement in accordance with the Notice Plan outlined in the Settlement Agreement. ALCS will use the Settlement Class data solely for sending notice and managing the settlement administration.

8. When ALCS receives the Settlement Class Member data, ALCS will assign a unique identifying number to each Settlement Class Member that will be utilized throughout the administration process. ALCS will remove any duplicate records, remove problematic email addresses, and process all physical mailing addresses against the National Change of Address (NCOA) database to update addresses for any Settlement Class Members who have filed a change of address with the postal service.

9. ALCS will follow the notice plan outlined in the Settlement Agreement. We will initially send Notices by email to all Class Members with a valid email. For Class Members that do not have a valid email or if the email is not marked as delivered, we will mail the Notice using USPS First-Class Mail. Mail that is returned by the Post Office will be skip-traced using commercially available data sources and promptly re-mailed to any updated or confirmed addresses.

10. Upon completion of the Notice Plan, ALCS will provide a declaration regarding completion of the Notice Plan that will summarize the results of the plan.

11. ALCS will promptly respond to all correspondence received from Settlement Class Members by email or U.S. mail and will refer to Plaintiff's counsel any inquiries that fall outside the scope of ALCS's duties as Settlement Administrator.

12. ALCS will also receive and provide to the parties any opt-out requests or objections received from Settlement Class Members.

13. This Notice Plan is identical to Notice Plans successfully implemented by ALCS for similar cases.

Distribution of the Settlement Fund

14. ALCS will obtain a Federal Tax ID, establish a Qualified Settlement Fund, and open one or more interest-bearing escrow bank accounts. All economic benefits arising from or relating to any banking relationship between ALCS, as the Settlement Administrator and any financial institution retained to hold the Class Member funds will be solely for the settlement beneficiaries, i.e., Class Members and class counsel. If the Court grants final approval of the settlement, ALCS will pay Court-approved attorneys' fees and expenses, a Service Award for Plaintiff, its administration costs, and Settlement Awards to Settlement Class Members, from the Settlement Fund in accordance with the terms of the Settlement Agreement and Release and the Court's Final Approval Order.

15. ALCS will distribute Settlement Awards to Settlement Class Members by check or by electronic disbursement if requested via the case website. We assume that tax forms will not need to accompany the payments due to the nature of the payments. Per the terms of the Settlement Agreement and Release, the checks will be valid for a certain amount of time outlined in the Settlement Agreement. The check expiration date will be included on the face of the checks.

Estimated Administration Costs

16. ALCS estimates its total cost for administering the settlement will be \$310,680.00 if the assumptions provided with the proposal are accurate. These assumptions include, among other things, a class size of 180,926 Monetary Relief Class Members and 443,697 Debt Relief

Class Members. The Class Member data will be provided to the Administrator as a single data file for each subclass. 90% of Notices will be successfully delivered via email. 10% of Notices will be delivered via US Mail. 10% of the mailed notices will be returned as undeliverable and need to be skip traced and remailed. The cost estimate also assumes that 10% of the Class Members eligible to receive a payment will elect to receive their payment via digital means. The administration costs include CAFA Noticing, importing the data, formatting the notice, emailing, or mailing the notice via U.S. Mail, postage, processing undelivered mail, skip tracing, notice remails, sending a Payment Election email reminder, setting up and maintaining a settlement information website, setting up and maintaining a Toll-Free number, and paying class members via check. If a redistribution of unclaimed settlement funds is necessary, the costs of the redistribution will be paid from the uncashed checks before a final calculation is made.

I declare under penalty of perjury under the laws of the State of Florida and the United States that the foregoing is true and correct to the best of my knowledge. Executed on September 17, 2026, in Jacksonville, Florida.


Mark Unkefer
Case Manager
American Legal Claim Services, LLC