IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

JOHN KOONTZ,

Plaintiff, **Civil Action No. 5:23-CV-363**

v.

SN SERVICING CORPORATION

Defendant.

[redacted] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, the above-entitled action is pending before this Court (the "Action");

WHEREAS, the Parties have made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order approving settlement of this Action in accordance with the Class Settlement and Release Agreement dated June 30, 2026 (the "Agreement"), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court has read and considered the Agreement and the exhibits attached thereto;

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

WHEREAS, the Court has reviewed Plaintiff's Motion for Preliminary Approval and supporting brief requesting that this Court: (1) conditionally certify the Settlement Class; (2) preliminarily approve the Parties' proposed class action settlement; (3) appoint John Koontz as Class Representative, his counsel as Class Counsel, and Epperly Re:Solutions as the Settlement Administrator; (4) set the deadlines for written exclusions or objections to the Agreement; (5) approve the form of Class Notice to the Settlement Class; and (6) schedule a hearing on the final approval of the Agreement for November 16, 2026. at 2:00 p.m.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Nature of the Action.** Plaintiff John Koontz ("Plaintiff") alleges that Defendant SN Servicing Corporation ("SN" or "Defendant") violated the West Virginia Consumer Credit Protection Act ("WVCCPA") by improperly assessing late fees, and brought this Action seeking to represent a class of West Virginia borrowers. Defendant disputes and denies all of Plaintiff's claims.

2. **Settlement.** Plaintiff John Koontz (the "Class Representative"), individually and as Class Representative on behalf of the Settlement Class, and SN (collectively, the "Parties") have negotiated a potential settlement of the Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims, as defined in the Agreement, against SN and the Released Parties.

3. **Review.** At the preliminary approval stage, the Court's task is to evaluate whether the settlement is within the "range of reasonableness." 4 Newberg on Class Actions § 11.26 (4th ed. 2010). "In determining whether a settlement meets the requirements of Rule 23, the Fourth Circuit has developed multifactor standards for assessing whether a class action settlement is 'fair, reasonable, and adequate' under Rule 23(e)(2)." *Six v. LoanCare, LLC*, No. 5:21-CV-00451, 2022 WL 16747291, at *2 (S.D.W. Va. Nov. 7, 2022) (citing *In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Practices & Prod. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020); *Scardelletti v. Debarr*, 43 Fed. Appx. 525, 528 (4th Cir. 2002); *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991)). "The fairness analysis is intended primarily to ensure that a 'settlement is reached as a result of good-faith bargaining at arm's length, without collusion.'" *Id.* (citing *Berry v. Schulman*, 807 F.3d 600, 614 (4th Cir. 2015) (quoting *In re Jiffy*

Lube Sec. Litig., 927 F.2d at 159)). The Fourth Circuit has identified four factors for determining settlement fairness: "(1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of the class action litigation." *Id.* (citing *Lumber Liquidators*, 952 F.3d at 484 (citing *Jiffy Lube*, 927 F.2d at 159)). "In determining the adequacy of the proposed settlement, the Court must consider the: (1) relative strength of Plaintiff's case on the merits; (2) existence of any difficulties of proof or strong defenses Plaintiff is likely to encounter if the case proceeds to trial; (3) anticipated duration and expense of additional litigation; (4) solvency of defendant and likelihood of recovery of a litigated judgment; and (5) degree of opposition to the settlement." *Id.* at *3 (citing *Scardelletti*, 43 Fed. Appx. at 528; *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 159) (other citations omitted).

The Court has carefully reviewed the Agreement, including the plan of allocation and the release of claims, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Agreement.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all of the Class Members, and venue in this Court is proper.

5. **Preliminary Settlement Approval.** Based on the review the Court has conducted, as set forth in paragraph 3, the Court does hereby preliminarily approve the Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Agreement falls within the range of reasonableness and was the

product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that the assistance of experienced mediator Stephen Dalesio, Esq. in the settlement process supports the finding that the Settlement is non-collusive.

6. **Certification of Settlement Class.** Pursuant to Federal Rule of Civil Procedure 23, the Court conditionally certifies, for settlement purposes only, and for no purposes and with no other effect upon the Action, including no effect upon the Action should the Agreement not receive Final Approval or should the Effective Date not occur, a Rule 23(b)(3) opt out class consisting of 33 West Virginia accounts. The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

Pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3), the Court preliminarily finds, for settlement purposes only, that:

a. The Class is so numerous that joinder of all members is impracticable;

b. There are questions of law or fact common to the Class for the purposes of determining whether the Settlement should be approved;

c. Plaintiff's claims are typical of the Class claims being resolved through the Settlement;

d. Plaintiff is capable of fairly and adequately protecting the interests of the Class in connection with the proposed Settlement;

e. Common questions of law and fact predominate over questions affecting only individual Class Members, and the Class appears to be sufficiently cohesive for settlement of the claims on a class-wide basis; and,

f. Certification of the Class is superior to other available methods for the fair and efficient resolution of the Class claims.

7. **Designation of Class Representative and Class Counsel.** The Court finds and concludes that Class Representative John Koontz has claims typical of and is an adequate

representative of the Settlement Class he proposes to represent. The Court hereby appoints John Koontz as the Class Representative for the Settlement Class. The Court finds and concludes that Bailey & Glasser, LLP and Katz, Kantor, Stonestreet & Buckner, PLLC, specifically Jonathan R. Marshall, Denali S. Hedrick, and Jason E. Causey, have extensive experience and expertise in prosecuting consumer class actions. The Court hereby appoints Plaintiff's counsel of record in this case as Class Counsel.

8. **Final Approval Hearing**. A hearing (the "Final Approval Hearing") shall be held before this Court on November 16, 2026, at 2:00 p.m., at the U.S. Courthouse, 1125 Chapline Street, Wheeling, WV 26003 to determine, among other things: (i) whether the proposed Settlement of the Action on the terms and conditions set forth in the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii)whether a Judgment should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel and any award to the Class Representative for his representation and service to the Class; (v) to consider any Settlement Class Member's objections to the Settlement and/or any application of Class Counsel for payment or reimbursement of attorney's fees, costs, and expenses and any application for an award to the Class Representative; and (vi) to rule upon such other matters as the Court may deem appropriate. The Parties shall include the date of the Final Approval Hearing in the Notice to be mailed to the Settlement Class.

9. **Class Notice.** The Court approves the form, substance, and requirements of the Class Notice (the "Notice") annexed hereto as **Exhibit 1**. The Court further finds that the form, content, and distribution of the Notice, substantially in the manner and form set forth in Paragraph 9 of this Order, meets the requirements of the Federal Rule of Civil Procedure 23 and due process. The

Notice fairly, plainly, accurately, and reasonably informs potential Class Members of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation for the monetary and other relief, and includes the address for a website maintained by the Settlement Administrator that has links to the notice, motions for approval and for attorney's fees, and any other important documents in this case; (2) Class Representative's forthcoming application for the Class Representative's service award and Class Counsel's attorneys' fees and costs award; (3) how the Settlement Class Members' share of the Settlement Fund will be calculated and distributed; (4) this Court's procedures for final approval of the Settlement; (5) how to Opt-Out or Object to the Settlement; (6) how to obtain additional information regarding this Action and the Settlement; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class, and that Class Members should confirm that the date has not been changed.

The Court further finds and concludes that the proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all individuals who would be bound by the Settlement. Under this plan, no later than fourteen (14) calendar days after entry of this Order, SN shall provide the Settlement Administrator and Class Counsel with Class Lists. The Class List provided to the Settlement Administrator shall include, to the extent reasonably available in SN's business records, Settlement Class Members' Social Security numbers or other Taxpayer Identification Numbers and other identifying information reasonably necessary for Settlement administration. The version of the Class List provided to Class Counsel shall not include Social Security numbers or Taxpayer Identification Numbers.

Before mailing the Notice and after receiving a Notice List from SN, the Settlement Administrator will update addresses through the NCOA or similar databases. The Notice will be sent by first-class mail to the Settlement Class Members. No later than the mailing of the Notice, the Notice will be posted to the Settlement Website. There is no additional method of distribution that is cost effective and would be reasonably likely to notify potential Class Members who may not receive notice under this proposed distribution plan.

The Court hereby concludes that the proposed Notice and Notice plan are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

10. **Settlement Administrator.** The Court approves the appointment of Epperly Re:Solutions to supervise and administer the notice procedure as more fully set forth below:

a) Promptly after receiving the Class List, and no later than seven (7) calendar days after receiving the Class List, the Settlement Administrator shall cause a copy of the Notice, substantially in the form annexed as Exhibit 1 hereto, to be mailed by first class U.S. mail to the last known mailing address of each individual on the Class List, after being updated by the Settlement Administrator using the NCOA or similar databases;

b) No later than the Notice Mailing Date, the Settlement Administrator shall establish a settlement website, and shall post on the website the Agreement and Exhibits, including the Class Notice substantially in the form annexed as Exhibit 1 hereto, as well as this Preliminary Approval Order, applications for attorneys' fees and class representative's service award (when available), the Final Approval Order, and the operative Complaint in this Action;

c) Following the mailing of the Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing and publication via website;

d) The Settlement Administrator shall otherwise carry out its duties as set forth in the Agreement.

e) The Class List shall be treated as Confidential under the Settlement Agreement and used solely for purposes of class notice and administration.

11. **Qualified Settlement Fund.** The Settlement Administrator is authorized to establish an account at a federally-insured financial institution which satisfies the requirements to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Settlement Agreement, the Settlement Administrator will administer the Settlement Fund and will be the "Administrator" of this Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Settlement Administrator shall establish the Qualified Settlement Fund in accordance with the terms of the Settlement Agreement.

12. **Exclusion from the Class.** Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written Request to Opt Out to the Settlement Administrator at the mailing address listed in the Class Notice no later than fourteen (14) days prior to the Final Approval Hearing. To be valid, the Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded

from the proposed Settlement Class in the Action," as set forth in Section 11 of the Agreement. All Class Members who submit valid, verified, and timely Requests to Opt Out in the manner set forth in this Paragraph shall have no rights under the Agreement and shall not be bound by the Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A request to Opt Out by a borrower or co-borrower on an Account shall be deemed to be a request to Opt Out by all borrowers on the Account. A Class Member who desires to opt out must make timely affirmative written action pursuant to this Order and the Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

13. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class Counsel and SN's Counsel with a list of all timely Requests to Opt Out within seven (7) business days after the Opt Out Deadline, and copies of such Requests to Opt Out, if requested.

14. **Entry of Appearance.** Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

15. **Binding Effect on Class.** All Class Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

16. **Objections.** Any Class Member who does not timely and validly exclude himself or herself from the Settlement Class may appear and show cause, if he or she has any reason to

object to the Settlement; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any Attorney's Fees and Expenses to be awarded to Class Counsel or Incentive Award made to the Class Representative, unless a written objection is filed with the Clerk of Court and mailed to Class Counsel and SN's Counsel no later than thirty (30) days after the Notice Mailing Date. To be valid, the written objection must include: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his or her counsel; (c) the basis for objection; and (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel.

Within seven (7) business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the Settlement, unless otherwise ordered by the Court.

17. **Appearance of Objectors at Final Approval Hearing.** Any Settlement Class Member who files and serves a written objection in accordance with Paragraph 15 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector files with the Clerk of Court a notice of intention to appear at the Final Approval Hearing and serves the same on all counsel designated in the Class Notice by the Objection

Deadline ("Notice of Intention to Appear"). Any lawyer who intends to appear at the Final Approval Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than the Objection Deadline and shall include the full caption and case number of each previous class action case in which that lawyer has represented an objector. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

18. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served no later than seven (7) days after the Opt Out Deadline.

19. **Fees, Expenses, and Awards.** Class Counsel's application for Attorney's Fees and Expenses based on their lodestar shall be filed no later than fourteen (14) calendar days after Class Notice is mailed. SN and the Released Parties shall have no responsibility for any application for Attorney's Fees and Expenses submitted by Class Counsel. At or after the Final Approval Hearing, the Court shall determine whether to approve Class Counsel's request for Attorney's Fees and Expenses and whether to approve any request for an Incentive Award to the Class Representative for his service to the Class.

20. **Releases.** If the Settlement is finally approved, the Releasing Parties shall release the Released Parties from the Released Claims as set forth in the Agreement.

21. **Use of Order.** Neither this Order, the fact that settlement was reached and filed, the Agreement, nor any other related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of

liability or wrongdoing whatsoever or breach of any duty on the part of SN, the Class Representative, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to the Settlement be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only in a proceeding to enforce the Agreement.

22. **Continuance of Final Approval Hearing.** The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

23. **Stay of Proceedings.** All proceedings in this Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

24. **Temporary Bar for all Class Members.** Pending final determination of whether the Settlement should be approved, and upon expiration of the Opt Out Deadline, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are barred from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Agreement, including in any court or arbitration forum.

25. **Termination of Settlement.** If: (a) the Agreement is terminated as provided in Section 14 of the Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Agreement is not satisfied as provided in the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, nunc pro tunc, except that the non-admissibility and confidentiality provisions of the Agreement and this Order shall remain in effect, and each party shall be restored to his, her, or its respective position in this Action as it existed prior to the execution of the Agreement.

26. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this Action.

27. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Agreement.

28. **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

29. **Summary of Deadlines.** Consistent with the Parties' Agreement, the dates for performance are as follows:

- SN to provide Class List: No later than fourteen (14) calendar days after entry of this Order, provided a confidentiality agreement has been entered;
- Class Notice mailed: No later than seven (7) calendar days after the Settlement Administrator receives the Class List;

- Class Counsel's application for Attorney's Fees and Expenses and the Plaintiff's Incentive Award: no later than fourteen (14) calendar days after Class Notice is mailed;
- Objection Deadline: Thirty (30) days after the Notice Mailing Date;
- Opt Out Deadline: Fourteen (14) days prior to the Final Approval Hearing;
- Final Approval Motion: Seven (7) days after the Opt Out Deadline;
- Final Approval Hearing: Nov. 16, 2026 at 2:00 pm which date is no earlier than one hundred twenty (120) days after the filing of the Motion for Preliminary Approval.

IT IS SO ORDERED.

BY THE COURT:

Hon. John Preston Bailey

EXHIBIT 1

LEGAL NOTICE

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

John Koontz, individually and on behalf of a class of persons v. SN Servicing Corporation, Case No. 5:23-cv-00363
(United States District Court for the Northern District of West Virginia)

THIS IS NOT A SUIT AGAINST YOU. The purpose of this Notice is to advise you that a Settlement Agreement has been reached in a class action lawsuit (the "Action") against Defendant SN Servicing Corporation ("SN" or "Defendant"). This Notice is being sent to you because the Parties' records indicate that you may be a Class Member under the Settlement Agreement.

A total Settlement Fund of $665,000.00 ("Settlement Fund") will be established to provide compensation to Class Members. You may be entitled to receive a share from the Settlement Fund. A portion of the Settlement Fund will also be used to fund payments to Class Counsel and the Class Representative, as well as the costs of administering the Settlement. Your legal rights are affected whether you act or do not act, so read this Notice carefully.

This Notice describes the case in general and does not address all of the issues in detail. You may review a copy of the Settlement Agreement, Class Action Complaint, the Court's Order Preliminarily Approving Settlement, and other important documents at the following website: www.[website].com, or by requesting copies from the Settlement Administrator, whose contact information appears at the end of this Notice.

What is the Lawsuit About?

In the Action, Plaintiff alleges that SN violated the West Virginia Consumer Credit and Protection Act and the Fair Debt Collection Practices Act. Plaintiff alleges, among other things, that SN improperly assessed late fees, refused to accept and credit payments that were properly made, failed to provide requested information, and charged allegedly illegal late fees.

SN denies the allegations and contends that neither Plaintiff nor any Class Member is entitled to any relief. Both sides have agreed to settle the Action solely to avoid the burden, expense, risk, and uncertainty of continuing the Action.

Who is Included in the Settlement?

The Parties' records indicate that you may be a Class Member. The Settlement Class consists of approximately 33 West Virginia accounts identified by SN.

The scope of the proposed Settlement is November 13, 2019 through [DATE], the issuance of the Preliminary Approval Order.

What Does the Settlement Provide?

(1) Cash Payments to Class Members. SN will establish a Settlement Fund in the amount of $665,000.00.

Each Class Member may receive a share of the Settlement Fund. Settlement Payments will be distributed on a one check per account basis. Co-borrowers will be treated as a single Settlement Class Member and will receive one shared Settlement Payment made payable to the co-borrowers listed on an account according to SN's records. For example, John and Jane Smith would be issued a check to "John Smith or Jane Smith."

If the Court awards the requested Attorney's Fees and Expenses of $365,000.00, the requested Incentive Award of $10,000.00, and the anticipated Administrative Costs, the amount available for Settlement Payments before Administrative Costs and any taxes or tax-related expenses would be approximately $8,670.30 per Class Account, subject to final calculation by the Settlement Administrator and the Court's approval. If the Court awards less than the amounts requested, the difference will remain in the Settlement Fund for the benefit of the Settlement Class and will not return to SN.

Please understand that these sums may be taxable, that the responsibility for such tax consequences is further described in the Settlement Agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

Checks must be cashed within ninety (90) days of issuance or the check will be void, and you will have no further right or entitlement to payment under the Settlement.

(2) Incentive Award. The Class Representative who brought this lawsuit, John Koontz, will request an Incentive Award of no more than $10,000.00, to be paid from the Settlement Fund, for serving as Class Representative.

(3) Attorney's Fees and Expenses. Class Counsel are Bailey Glasser, LLP and Katz, Kantor, Stonestreet & Buckner, PLLC. Class Counsel will request an award of Attorney's Fees and Expenses of no more than $365,000.00. That request will be based on Class Counsel's lodestar, reasonable hourly rates, litigation expenses, and applicable law. You may view Class Counsel's application for Attorney's Fees and Expenses and request for an Incentive Award on the settlement website after it is filed.

(4) Opinion of Class Counsel. Class Counsel considers it to be in the best interest of the Class to enter into the Settlement Agreement on the terms described in light of the potential recovery, SN's defenses, and the uncertainties of continued litigation.

(5) Release. Each person who remains in the Settlement Class will, if the Settlement Agreement is approved, release claims against SN and the Released Parties. A release means you cannot sue or be part of any other lawsuit against SN and the Released Parties, as defined in the Settlement Agreement, about the claims or issues in this Action and you will be bound by the Settlement. The specific terms of the release are described in the Settlement Agreement, which can be accessed at the settlement website or requested from the Settlement Administrator.

(6) Binding Effect of Class Judgment. Upon conclusion of the Settlement, the judgment of the Court will be binding upon all Class Members who do not successfully opt out of the Settlement Agreement.

The Court's Fairness Hearing

The United States District Court for the Northern District of West Virginia will hold a final fairness hearing in this case on [date] at [time] before the Honorable John

Preston Bailey at the United States Courthouse, 1125 Chapline Street, Wheeling, West Virginia 26003. The purpose of the hearing will be for the Court to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class, and to rule on applications for compensation for Class Counsel and an Incentive Award for the Class Representative. Class Members may, but do not need to, attend the hearing in person or by counsel. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

What Are Your Options?

(1) Do Nothing and Receive Payment. To accept the Settlement Agreement, you do not need to do anything. If the Settlement Agreement is approved, you will be bound by all of its terms, and a check will be mailed to you or to the co-borrowers listed on the account, based on SN's records. If you change your address, please inform the Settlement Administrator at the address below; OR

(2) Exclude Yourself by the Deadline. You may "opt out" and exclude yourself from the Settlement Agreement. If you opt out, you will not receive any payment, and you will not release any claims you may have against SN and the Released Parties, as defined in the Settlement Agreement. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against SN at your own risk and expense.

To exclude yourself from the Settlement Agreement, you must mail a letter to the Settlement Administrator at the address below stating that you wish to do so. Your letter must (a) identify the case name; (b) identify your name and address; (c) be personally signed by you; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." Mass or class opt outs are void. A request to opt out by a borrower or co-borrower on an account will be deemed to be a request to opt out by all borrowers on the account. Your letter requesting exclusion from the Settlement must be postmarked at least fourteen (14) days prior to the Final Approval Hearing, which is [DATE]; OR

(3) Object to the Terms of the Settlement Agreement. Anyone who has not requested to be excluded from the Settlement Class may object to the Settlement. Your objection must (a) set forth your full name, current address, telephone number, and the name and case number of the lawsuit (*Koontz v. SN Servicing Corporation*, Case No. 5:23-cv-00363); (b) state that you object to the Settlement, in whole or in part; (c) set forth the basis for the objection; and (d) state whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you are represented by counsel, the objection must also include your counsel's name, address, and telephone number. Any objection to the Settlement must be postmarked no later than thirty (30) days after the Notice mailing date, which is [DATE].

Copies of the foregoing and all other papers in support of such objection(s) must be served upon the following and must be postmarked no later than [date]:

Court:
Clerk of Court
United States District Court for the Northern District of West Virginia
United States Courthouse
1125 Chapline Street
Wheeling, WV 26003

Administrator: Epperly Re:Solutions, address below

Class Counsel:
Jonathan R. Marshall, Esq.
Bailey Glasser, LLP
209 Capitol Street
Charleston, WV 25301
(304) 345-6555

Jason Causey, Esq.
Katz, Kantor, Stonestreet & Buckner, PLLC
206 S. Walker Street
Princeton, WV 24740
(304) 431-4050

SN's Counsel:
Alex J. Zurbuch
FBT Gibbons LLP
500 Virginia Street East, Suite 1100
Charleston, WV 25301
(304) 348-2419

Any Class Member who fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of the Settlement Agreement upon Final Approval and by all proceedings, orders, and judgments, including but not limited to the Release in the Action.

PLEASE DIRECT QUESTIONS TO:
SETTLEMENT ADMINISTRATOR
Epperly Re:Solutions
[address]