

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.koontzvsnwv.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 July 8, 2026, 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 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 November 16, 2026, at 2:00 p.m., 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 November 2, 2026; 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 August 28, 2026.

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 August 28, 2026:

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
P.O. Box 673
Charleston, West Virginia 25323
1-(888) 925-4968