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.

PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND ENTRY OF SCHEDULING ORDER

Plaintiff John Koontz, individually and on behalf of the proposed Settlement Class, by counsel, respectfully moves this Court for entry of an Order preliminarily approving the Parties' proposed class settlement, conditionally certifying the Settlement Class for settlement purposes only, approving the form and manner of notice to the Settlement Class, appointing the Settlement Administrator, and entering a schedule for final approval proceedings.

In support of this Motion, Plaintiff states as follows:

1. Plaintiff and Defendant SN Servicing Corporation have reached a proposed class settlement, embodied in the Class Settlement and Release Agreement, attached as **Exhibit A**.

2. The proposed Settlement creates a non-reversionary Settlement Fund of $665,000.00 for the benefit of the Settlement Class, subject to the terms of the Settlement Agreement and Court approval.

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

4. The Settlement was reached after litigation, appeal, class discovery, and arm's length negotiations conducted with the assistance of experienced mediator Steve Dalesio.

5. For settlement purposes only, Plaintiff requests that the Court conditionally certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) as an opt out class consisting of 33 West Virginia accounts.

6. Plaintiff further requests that the Court appoint Plaintiff John Koontz as Class Representative and appoint Bailey & Glasser LLP and Katz, Kantor, Stonestreet & Buckner, PLLC, specifically Jonathan R. Marshall, Denali S. Hedrick, and Jason E. Causey, as Class Counsel.

7. Plaintiff requests that the Court approve the proposed Class Notice and Notice Plan, appoint Epperly Re:Solutions as Settlement Administrator, and approve the procedures for Settlement Class Members to object to or opt out of the Settlement.

8. Plaintiff also requests that the Court enter the schedule set forth in the proposed Preliminary Approval Order, including deadlines for mailing notice, filing Plaintiff's application for Attorney's Fees and Expenses and Incentive Award, objections, opt outs, final approval briefing, and the Final Approval Hearing.

9. Defendant does not oppose the relief requested in this Motion for settlement purposes only.

WHEREFORE, Plaintiff respectfully requests that the Court enter the proposed Order Granting Preliminary Approval of Class Settlement and Providing for Notice, and grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Jonathan Marshall

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CERTIFICATE OF SERVICE

I hereby certify that on June 30th, 2026, a copy of the foregoing **Plaintiff's Unopposed Motion for Preliminary Approval of Settlement, Conditional Certification of Settlement Class and Entry of Scheduling Order** was filed using the CM/ECF system, providing notice to all counsel of record.

/s/ Jonathan Marshall
Jonathan R. Marshall

EXHIBIT A

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

JOHN KOONTZ,

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

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SN SERVICING CORPORATION

Defendant.

CLASS SETTLEMENT AND RELEASE AGREEMENT

1. PARTIES

This Class Settlement and Release Agreement (the "Agreement" or "Settlement") is made and entered into, as defined herein, by and between (i) Plaintiff John Koontz ("Plaintiff" or "Class Representative"), acting individually and as representative of the Settlement Class, as defined herein (the "Settlement Class" or "Class Members"), and (ii) Defendant SN Servicing Corporation (Defendant or "SN"). The parties to this Agreement are collectively referred to as the "Parties" or individually as a "Party." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

2. RECITALS

2.1. On November 13, 2023, Plaintiff filed his Class Action Complaint (the "Complaint") against SN and Land Home Financial Services, Inc. ("LHFS") in the Circuit Court of Marshall County, West Virginia. Defendants removed the case to the United States District Court for the Northern District of West Virginia on December 19, 2023. ECF No. 1. In the Complaint, Plaintiff alleged two claims on behalf of himself and two classes of West Virginia and nationwide borrowers. ECF

#1-1 at ¶¶ 24–26. In Count I. Mr. Koontz alleged three discrete violations of the West Virginia Consumer Credit Protection Act, W. Va. Code §§ 46A-1-101 to 8-102 ("WVCCPA"), on behalf of a class of West Virginia borrowers. First, Mr. Koontz alleged that Defendants charged late fees in excess of what is provided for under Plaintiff's contract. *Id.* at ¶ 43. Second. Mr. Koontz alleged that Defendants refused to accept and credit payments that were properly made under his contract. *Id.* at ¶ 44. Third, Mr. Koontz alleges that Defendants refused to provide information he requested. *Id.* at ¶ 45. In Count II, Mr. Koontz alleges a claim under the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692–1692p ("FDCPA"), on behalf of a nationwide class. Specifically, Mr. Koontz alleges that Defendants charged illegal late fees in violation of FDCPA sections 1692e and f.

2.2. The Court granted Defendants' Motions to Dismiss, ECF No. 21, finding in pertinent part that Koontz's Chapter 7 bankruptcy discharge meant he was no longer a "consumer" with a "debt" under the relevant statutes.

2.3. Plaintiff appealed that Order to the United States Court of Appeals for the Fourth Circuit.

2.4. Plaintiff amicably settled his claims against LHFS while the matter was on appeal and LHFS was dismissed from this action.

2.5. In a published opinion, the Fourth Circuit reversed the District Court's order in part and remanded the case for further proceedings. and reversing the district court's holding. ECF No. 26.

2.6. Discovery proceeded. including the exchange of class discovery and discovery motions practice before Magistrate Judge Mazzone.

2.7. The parties ultimately resolved their claims through arms' length negotiations and with the assistance of experienced mediator Steve Dalesio at a mediation held on February 25. 2026.

2.8. SN denies any and all allegations and claims asserted against it in the Action. denies any and all wrongdoing and/or liability, and denies that Plaintiff and the Class Members are entitled to any relief. SN is entering this Agreement solely to avoid the continuing costs, distractions from daily business operations and risks concerning the Action.

2.9. This Agreement is not. and shall not be construed or deemed to be, evidence of an admission or concession by SN concerning any claim, liability. statutory violation or causation of damages. SN does not admit that it is liable to Plaintiff or the Class Members, nor does SN concede that, absent a settlement. Plaintiff's putative class may properly be certified under the Federal Rules of Civil Procedure. Neither the fact nor the terms of this Agreement shall be used, offered or received in evidence in any action or proceeding for any purpose. except in an action or proceeding to enforce this Agreement.

2.10. Notwithstanding the above. without admitting or conceding any wrongdoing or liability. and solely in order to avoid the cost. burden. expense. and uncertainty of further litigation. the Parties desire to compromise and settle the Action and have reached this Agreement to resolve the disputes between them. pending approval of the Court, and to achieve complete peace.

2.11. The Parties and their counsel agreed to settle this Action on the terms set forth herein without trial or adjudication of any issue of fact or law excepting approval of this Agreement.

2.12. Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comporting with the definition agreed-upon by the Parties and mirroring the definition set forth in Section 4.1 below. This Agreement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein.

2.13. SN has agreed to create a Total Settlement Fund (as defined below) of six hundred sixty-five thousand dollars ($665,000.00), which shall be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive Award, and Administrative Costs (as these terms are defined below).

2.14. Now therefore, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

3. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

3.1. "Action" means the civil action styled *John Koontz, individually and on behalf of a class of persons v. SN Servicing Corporation,* Case No. 5:23-cv-00363-JPB-JPM, pending in the United States District Court for the Northern District of West Virginia.

3.2. "Administrative Costs" means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, escrowing funds, and issuing and mailing Settlement Payments. It does not include any fees, costs or expenses incurred by Class Counsel or any Class Members.

3.3. "Agreement" or "Settlement" means this Class Settlement and Release Agreement, including all exhibits thereto.

3.4. "Attorney's Fees and Expenses" means such funds as may be awarded to Class Counsel by the Court to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class Counsel in connection with the Action , up to a maximum of $365,000.00.

3.5. "Class Accounts" means the accounts of the approximately 33 West Virginia accounts identified by SN as the Settlement Class Members.

3.6. "Class Counsel" or "Plaintiff's Counsel" means the law firms of Bailey Glasser, LLP and Katz, Kantor, Stonestreet & Buckner, PLLC and specifically Jonathan Marshall, Denali Hedrick, and Jason Causey.

3.7. "Class Notice" or "Notice" means the notice of this proposed Settlement described in Section 10 of this Agreement to be provided to potential Settlement Class Members, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing.

3.8. "Class List" or "Notice List" means the confidential list of individuals who are within the Settlement Class, as defined below, together with the relevant information concerning the Class Accounts. The Class List provided to the

Settlement Administrator shall include, to the extent reasonably available in SN's business records, the account holders' names, last known mailing addresses, telephone numbers, and Social Security numbers or other Taxpayer Identification Numbers. The version of the Class List provided to Class Counsel shall include the account holders' names, last known mailing addresses, and telephone numbers.

3.9. "Class Period" means the period from November 13, 2019, through the issuance of the Preliminary Approval Order, as defined in Section 3.24 of this Agreement.

3.10. "Court" means the United States District Court for the Northern District of West Virginia, in which the Action is pending.

3.11. "*Cy pres* Recipient" shall have the meaning set forth in Section 6.4.

3.12. "Defendant" means SN Servicing Corporation.

3.13. "Effective Date" means the date on which this Agreement and the Final Approval Order are effective pursuant to this section. This Effective Date is the latest of (1) one business day after the date the Final Approval Order is entered; (2) thirty-one (31) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; or (3) thirty-one (31) days after the final termination of any appeal from the Final Approval Order.

3.14. "Final Approval Hearing" means the hearing at which the Court shall (1) determine whether to grant final approval to this Settlement; (2) consider any timely objections to this Settlement and all responses thereto; and (3) consider requests for Incentive Award to the Plaintiff and for an award of Attorneys' Fees and Expenses.

3.15. "Final Approval Order" means the order approving the Settlement, certifying the Settlement Class as final, and dismissing the Action with prejudice.

3.16. "Final Settlement Class Schedule" means the final distribution schedule identifying all Settlement Class Members to whom Settlement Payments shall be made, as described in this Agreement.

3.17. "Notice Plan" means and refers to the plan to disseminate the Class Notice to the Settlement Class that comports with due process as described in Section 10.

3.18. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with Section 11 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be thirty days after the Notice mailing date.

3.19. "Parties" shall mean the named Plaintiff, all Class Members, and SN.

3.20. "Plaintiff", "Named Plaintiff", or "Class Representative" means John Koontz.

3.21. "Preliminary Approval Order" means the order entered by the Court preliminarily approving the Settlement, provisionally certifying the Settlement Class, providing for confidentiality as contemplated in the Agreement, and approving the Class Notice to Settlement Class Members.

3.22. "Released Claim" or "Released Claims" shall have the meaning set forth in Section 19 below.

3.23. "Released Entities" means Defendant SN Servicing Corporation, and any of its/their past or present parent companies, and each direct and indirect past or present subsidiaries, affiliates, divisions, predecessors, corporations in common control, successors, assignors, assignees, and/or assigns thereof, and their past or present employees, associates, agents, representatives, insurers, reinsurers, accountants, trustees, beneficiaries, administrators, attorneys, officers, managers, independent auditors, affiliates, shareholders, principles, partners, members, controlled persons, controlling persons, advisors, investment advisors and directors.

3.24. "Settlement Administrator" or "Administrator" means the firm approved by the Court to provide Class Notice pursuant to a Notice Plan approved by the Court, to process requests for exclusion or "Opt Outs," to mail checks to Settlement Class Members, and to otherwise administer the settlement. The Settlement Administrator shall be subject to SN's vendor approval. SN has no objection to Class Counsel's selection of Epperly Re:Solutions as the Settlement Administrator.

3.25. "Settlement Class" or "Class" shall have the definition set forth in Section 4.1 below.

3.26. "Settlement Class Member" or "Class Member" means any person who falls within the definition of the Settlement Class set forth in Section 4.1 below and who has not successfully opted out of the Settlement Class.

3.27. "Settlement Class Recovery" means the amount of the Settlement Fund available for distribution to Settlement Class Members after payment of Administrative Costs, any Court-approved Attorney's Fees and Expenses, and Incentive Awards.

3.28. "Settlement Payment" means the payment to be made from the Settlement Fund to Settlement Class Members.

3.29. "Settlement Payment Checks Report" means the report the Settlement Administrator shall prepare in accord with Section 17 of this Agreement.

3.30. "Settlement Fund" or "Total Settlement Fund" means the total aggregate non-reversionary fund that SN will be obligated to pay by operation of this Agreement if it receives final approval from the Court and the Final Approval Order becomes final. The Settlement Fund equals six hundred sixty-five thousand U.S. dollars ($665,000.00) and will be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive Award, and Administrative Costs. The Settlement Fund is SN's maximum and exclusive payment obligation under this Agreement to settle the Action in full. The Settlement Fund is a non-reversionary fund such that all portions of the fund will be used to pay the Class Members, Attorney's Fees and Expenses, Incentive Awards, and Administrative Costs. Any excess funds after payment of the above will be made payable to a *cy pres* Recipient, as set forth in Section 6.4. No part of the Settlement Fund will revert to SN.

3.31. "SN's Counsel" means FBT Gibbons LLP (f/k/a Frost Brown Todd LLP).

3.32. "Uncleared Settlement Payment Check" means a check sent to a Settlement Class Member that is not cashed or otherwise negotiated within the required time period.

3.33. "WVCCPA" means the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq.

4. <u>SETTLEMENT CLASS</u>

4.1. The Settlement Class is a Rule 23(b)(3) opt-out class consisting of 33 West Virginia accounts.

4.2. The terms, effectiveness and validity of this Agreement are subject to the entry of a Preliminary Approval Order granting a Motion for Preliminary Approval of Class Settlement ("Preliminary Approval Motion"), and the entry of a Final Approval

Order granting a Motion for Final Approval of Class Settlement ("Final Approval Motion"). The Agreement becomes effective as of the Effective Date as defined in Section 3.13 of this Agreement.

5. **SETTLEMENT CONSIDERATION**

5.1. As set forth in Section 2.13, SN will pay the Settlement Fund of six hundred sixty-five thousand dollars ($665,000.00) in full settlement of all claims that were asserted or could have been asserted in the Action. In no event shall the Settlement Amount exceed $665,000.00.

5.2. The Settlement Fund is an "all-in" payment. In no event shall SN be liable for any amount greater than the Settlement Fund. For avoidance of doubt, SN shall not be required to pay any additional money in settlement of the Action, nor shall it be required to bear any other fees, costs, charges, or expenses in connection with the Settlement. SN also shall not be required to take any action or refrain from taking any action as a result of this Settlement except to fulfill its obligations to implement the terms of this Agreement as specifically provided herein.

6. **SETTLEMENT FUND PAYMENT**

6.1. SN shall pay the Settlement Fund to the Settlement Administrator within sixty (60) business days of the Court's entry of the Preliminary Approval Order, provided the Settlement Administrator has timely provided SN with a W-9 and wire instructions.

6.2. In the event this Agreement is not finally approved, any advances paid to the Settlement Administrator by SN shall, within ten (10) business days, be returned by the Settlement Administrator to SN in the manner that SN directs.

6.3. The Court shall retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Settlement Fund treated as a "qualified settlement fund" as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes imposed on the earnings of the Settlement Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Settlement Fund under applicable tax laws. The Settlement Administrator shall be the "administrator" of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

6.4. Should the Settlement be approved, and any monies remain in the Settlement Fund after disbursement of funds in accordance with the terms of this Agreement, the remaining principal funds shall not revert to SN. Any such remaining funds shall be donated as a *cy pres* award to a non-profit recipient ("*Cy Pres* Recipient") jointly chosen by Class Counsel and counsel for SN and approved by the Court.

7. **DISTRIBUTION OF SETTLEMENT FUND**

7.1. The amount of a Settlement Payment to a Settlement Class Member shall be based on a per capita share of the Settlement Fund based upon the number of consumers within the Settlement Class and the funds available less the disbursements referenced in Section 7.6. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.

7.2. No Settlement Class Member is entitled to more than one total Settlement Payment.

7.3. Co-borrowers shall be treated as a single Settlement Class Member and receive a single, shared Settlement Payment. Only one Settlement Payment shall be made per account and each Settlement Payment will be made payable to coborrowers 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". Settlement Class Members who receive a Settlement Payment shall be solely responsible for distributing or allocating such payment between or among all co-borrowers. The Settlement Administrator shall. if required, issue IRS Forms 1099 or other tax forms to the first listed borrower according to SN's records. or to such other Settlement Class Member as the Settlement Administrator determines is required by applicable tax reporting rules.

7.4. As payment for Attorney's Fees and Expenses. Class Counsel shall be entitled to apply to the Court for a distribution of a maximum of $365,000.00 for all Attorney's Fees and Expenses and shall constitute full satisfaction of any obligation on SN's part to pay any person. attorney, or law firm for costs. litigation expenses. attorneys' fees, or any other expense incurred on behalf of Plaintiff or the Settlement Class. The application for Attorney's Fees and Expenses is due no later than fourteen (14) calendar days after Class Notice is mailed. Plaintiff's counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within seven (7) days of entry of the Final Approval Order and agree to hold that sum in trust until the Effective Date. An award of Attorney's Fees and Expenses is not a necessary term of this Agreement. nor is it a condition of this Agreement. The Court's decision not to approve. in whole or in part. the Attorney's Fees and Expenses sought by Class Counsel shall not prevent the Effective Date from occurring. nor shall it be grounds for termination of the Settlement or this Agreement. Any amount requested by Class Counsel but not awarded by the Court shall remain in the Settlement Fund and shall be distributed to Settlement Class Members or otherwise handled under this Agreement: no such amount shall revert to SN.

7.5. Plaintiff John Koontz will receive an award ("Incentive Award") of no more than ten thousand dollars ($10.000.00), subject to approval by the Court. in addition to his Settlement Payment. Plaintiff's Incentive Award shall be paid out of the Settlement Fund. An award of the Incentive Award to Plaintiff is not a necessary term of this Agreement. nor is it a condition of this Agreement. The application for the Incentive Award. as well as for Attorney's Fees and Expenses. is due no later than fourteen (14) calendar days after Class Notice is mailed.

7.6. Subject to the terms and conditions of this Agreement. the Settlement Administrator shall make disbursements from the Settlement Fund in the following order:

a. Pay all taxes and tax-related expenses. if any. or. at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses:

b. Pay the Settlement Administrator's Administrative Costs:

c. Pay to the Class Representative any Incentive Award;

d. Pay to Class Counsel any Attorney's Fees and Expenses:

e. Pay Settlement Payments to all Settlement Class Members who have not submitted a successful opt-out:

f. Pay any remaining amounts in the Settlement Fund to the *Cy pres* Recipient.

g. Payment of additional fees. costs. and expenses not specifically enumerated in subparagraphs (a) through (f) of this paragraph. subject to approval of Class

Counsel and SN.

7.7. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Payments, any Attorney's Fees and Expenses, Incentive Award, and the amount of unclaimed and/or uncashed settlement checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective on the Effective Date.

7.8. After the *cy pres* donation is made, the Settlement Fund will be closed.

7.9. The Parties agree that all Class Members who do not opt out shall be solely responsible for any and all tax obligations associated with this Settlement. No opinion or advice concerning the tax consequences of the Settlement to individual Class Members, Settlement Class Members or any of the Parties or any of the Released Entities is being given or will be given by Class Counsel or SN's Counsel; nor is any representation or warranty made concerning tax obligations by virtue of this Agreement. To the extent that this Agreement or any of its Exhibits are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Class Members and Settlement Class Members will be directed to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they might have concerning it.

7.10. This Agreement and the Settlement do not waive or release any Class Member from liability for debt on any account a Class Member has with SN or any Released Entity.

8. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

8.1 SN has no objection to Class Counsel's selection of Epperly Re:Solutions as the Settlement Administrator. The Parties agree that the Settlement Administrator will field calls and correspondence from Settlement Class Members and disburse amounts from the Settlement Fund.

8.2 All Administrative Costs, including all costs and expenses related to class notice. distribution of settlement proceeds. and reasonable measures to locate potential Settlement Class Members, will be paid from the Settlement Fund. SN's only monetary responsibility regarding such costs is to fund the Settlement Fund.

8.3 The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein. the Settlement Administrator shall be responsible for mailing the Class Notice. administration of the Settlement Fund. and providing all other related support. reporting. and administration as further stated in this Agreement.

8.4 SN will coordinate with the Settlement Administrator to provide the Class Notice to the Settlement Class. as provided in this Agreement. with Class Counsel's participation and oversight. Because the information about the Settlement Class that will be provided to the Settlement Administrator will consist of confidential information. non-public personal information. and other information protected by privacy laws. any such information. including the Class List. shall be provided to the Settlement Administrator and Class Counsel and deemed "Confidential." The

Settlement Administrator shall ensure that the information that it receives from SN, Class Counsel, and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with industry best practices and applicable law. The Settlement Administrator shall use this information solely for the purpose of administering the Settlement. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from SN, Class Counsel, and/or Settlement Class Members without prior written consent of the Parties or by order of the Court.

8.5 All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this Settlement.

8.6 To the extent that any Settlement Payments remain uncashed after the void date, the Settlement Administrator shall distribute the funds associated with those checks to the *cy pres* Recipient designated consistent with Section 6.4 of this Agreement.

9. PRELIMINARY APPROVAL MOTION

Plaintiff will submit to the Court a Motion for Preliminary Approval of Class Settlement and Entry of Scheduling Order ("Preliminary Approval Motion") no later than seven (7) days after full execution of this Agreement. The Preliminary Approval Motion will request that the Court:

a. Find that the Class Representative and Class Counsel fairly and adequately represent the interests of the Settlement Class;

b. Find preliminarily that the Agreement is fair. reasonable and adequate to the Settlement Class: preliminarily certify. for settlement purposes only. the Settlement Class: and find that the Class Notice and Notice Plan comply with constitutional and statutory requirements and constitute the best notice practicable under the circumstances; and

c. Schedule a Final Approval Hearing no earlier than one hundred-twenty (120) days after the filing of the Preliminary Approval Motion.

d. Class Counsel shall provide a draft of all papers supporting their Motion for Preliminary Approval, including any supporting brief. to SN's Counsel for review at least ten (10) business days before the motion is filed.

10. <u>NOTICE TO CLASS MEMBERS</u>

10.1 No later than fourteen (14) calendar days after entry of the Preliminary Approval Order. provided a confidentiality agreement has been entered. SN shall provide the Settlement Administrator and Class Counsel with a spreadsheet containing the names. telephone numbers. and last known mailing addresses of the Class Members. according to SN's business records. The Class List provided to the Settlement Administrator shall also include. to the extent reasonably available in SN's business records. each Settlement Class Member's and Social Security number or other Taxpayer Identification Number. If the information provided by SN is missing. invalid. or insufficient for payment processing or compliance with applicable tax reporting or withholding obligations. the Settlement Administrator may request additional information from SN or directly from the Settlement Class Member. SN will. if available. provide such information only to the Settlement

Administrator. This information will be maintained in strictest confidence and used solely for the purposes of class notice and administration. To the extent applicable law permits the Settlement Administrator to issue a Settlement Payment subject to backup withholding, the Settlement Administrator shall not delay or withhold the entire Settlement Payment solely because additional tax information has not been provided. Instead, the Settlement Administrator may issue the Settlement Payment subject to any backup withholding or other withholding required by applicable law.

10.2. If the Court grants the Preliminary Approval Motion, the Settlement Administrator will promptly, but in no event later than seven (7) days after receiving the Class List, mail to each potential Settlement Class Member at his or her last known address (provided on the Class List) a Class Notice, which form is attached as **Exhibit A**. Any Notices returned as undeliverable, but with a forwarding address, shall be promptly re-mailed to the forwarding address. The Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search for all Notices returned as undeliverable, without a forwarding address. Such Notices shall be re-mailed upon discovery of a valid mailing address for the potential Settlement Class Member.

10.3 The Notice shall apprise the Settlement Class of their right to opt out of the Settlement Class; of their right to object to the Class Settlement; of the fact that any objections must be sent to the Administrator, Class Counsel, and SN's Counsel, filed with the Clerk, and postmarked no later than thirty (30) days after the date on which the Notice is mailed; of the fact that opt outs must be sent to the Administrator and postmarked no later than fourteen (14) days prior to the Final

Approval Hearing; and that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order. The Notice will provide that class wide or mass opt outs or objections are invalid.

10.4 This Agreement does not impose on any Party or the Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

11. <u>OPT OUTS AND OBJECTIONS</u>

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.2 In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice, a Request to Opt Out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. If submitted by mail, an optout shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an opt-out shall be deemed to have been submitted on the shipping date reflected on the shipping label. 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." Mass or class opt outs shall be void. 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.

11.3 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement. A request for exclusion that does not include all of the required information, or that is sent to an address other than one designated in the Class Notice, or that is not received within the time specified, shall be invalid and the person(s) serving such request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member to the Agreement, if approved.

11.4 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

11.5 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 ("Exclusion Schedule"), and copies of such Requests to Opt Out, if requested. The Class Representative shall not request to exclude himself from the Class.

11.6 Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this Action.

11.7 **Process.** Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court and mailed (with the requisite postmark) to Class Counsel and SN's Counsel no later than the Objection Deadline.

11.8 **Form of Objection.** The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. For an objection to be considered by the Court, the Participating Settlement Class Member must not have opted out of the Settlement and the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice. The Class Representative shall not object to the Settlement or any provision of this Agreement.

11.9 **Report.** Within seven 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.

11.10 Waiver of Objection. 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 fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representative, unless otherwise ordered by the Court.

11.11 Appearance. Subject to approval of the Court, any Class Member who files and serves a written Objection in accordance with this Section and the Class Notice 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 objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. Any lawyer who intends to appear at the final fairness hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the last day of the objection deadline set by the Court and shall include the full caption and case number of each previous class action case in which that lawyer(s) 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.

12. FINAL APPROVAL MOTION

Prior to the Final Approval Hearing, Plaintiff will file a Motion for Final Approval of Class Settlement ("Final Approval Motion"). A draft of the Final Approval Motion shall be provided by Class Counsel to SN's Counsel ten (10) days before their submission. The Final Approval Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will, among other things:

a. Adjudge and approve in all respects the Settlement of the Action on the terms described in this Agreement and approve the terms of this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole in accordance with the Federal Rules of Civil Procedure;

b. Dismiss on the merits and with prejudice all class and individual claims in the Action and find that Plaintiff and the Settlement Class Members have released all Released Claims as set forth in Section 19;

c. Bar and enjoin Plaintiff and all Participating Settlement Class Members from asserting any of the Released Claims, as set forth in Section 19 hereof, including during any appeal from the Final Approval Order;

d. Include all relief to be provided as part of this Settlement: and

e. Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

SN may join in any of the Class Representative's submissions. make separate submissions. or decline to make any submission, but SN may not oppose the Court's approval of the Settlement or entry of the Final Approval Order. except to the extent necessary to protect its termination rights under the terms of this Agreement.

13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT

If the Court declines to enter a Final Approval Order then this Agreement. including all releases contained within the Agreement. shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiff and SN agree otherwise or jointly appeal the order disapproving this Settlement.

14. RIGHT TO TERMINATE

14.1 **Termination Rights:** SN and the Class Representative each shall have the absolute. sole and complete discretion to terminate the Settlement and this Agreement by providing written notice to the other of an election to do so within fourteen (14) days of: (a) the Court imposing any material. additional. or increased burden. condition or obligation upon a Party and that entity finds it to be unacceptable: (b) the Court's declining to enter the Preliminary Approval Order in any material respect: (c) the Court's declining to enter the Final Approval Order in any material respect: or (d) the date on which the judgment in the Final Approval Order is modified or reversed in any material respect by an appellate court. On timely notice of termination. the Agreement shall be null. void. and of no force and effect.

14.2 **Exceptions:** If the Court determines any proposed Class Representative payment or Class Counsel's Fees and Expenses should be reduced, then it is expressly agreed and understood that such a decision by the Court shall not operate as a means by which a Party can withdraw from and terminate this Agreement.

14.3 **Effect of Termination:** Except as otherwise provided in this Agreement, if this Agreement and the Settlement embodied in it are terminated, then this Agreement shall be without prejudice, and none of its terms shall be effective or enforceable and the fact of the Agreement and the Settlement embodied in it shall not be admissible in any trial of these Actions, and the Parties shall be deemed to have reverted to their respective status in these Actions immediately before February 24, 2026, and, except as otherwise expressly provided, such parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

14.4 **Continuing Obligations:** If this Agreement is terminated or not preliminarily or finally approved by the Court, then the obligation of SN to pay any Administrative Costs in relation to this Agreement is absolved.

15. REVERSAL, VACATION, OR MODIFICATION OF AGREEMENT BY APPELLATE COURT

In the event that a court of appeals or other reviewing court sets aside, reverses, vacates or modifies the Final Approval Order as described in this Agreement in any material way, then this Agreement, including all releases contained within the Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved unless the Parties otherwise agree.

16. **PAYMENT OF SETTLEMENT FUND**

16.1 Within seven (7) days of the Effective Date, the Administrator shall distribute the Settlement Fund to Settlement Class Members as provided in Section 7 of this Agreement. Distributions to Settlement Class Members will be made to their last known address by first class mail, postage prepaid.

16.2 Checks made payable to each Settlement Class Member shall become stale and all right to payment on any such check shall end upon expiration of ninety (90) days from the date of the check (which will be within one calendar week of the date such check is mailed) and shall include a statement to inform the bearer of this validity period.

16.3 Any check that becomes stale may be re-issued one time. Right to payment on any re-issued check shall become stale upon the expiration of sixty (60) days from the date of the re-issued check (which will be within one calendar week of the date such check is mailed) and shall include a statement again informing the borrower of this validity period. The funds represented by any re-issued checks that become stale shall be applied to Administrative Costs first and, if any sums remain after payment of Administrative Costs, donated as set forth in Section 6.4 of this Agreement. Any such donation will have no effect on the validity of this Agreement against those Class Members who do not receive a Settlement Payment following reasonable efforts to deliver a payment to them.

17. **FINAL REPORT OF DISTRIBUTION OF SETTLEMENT FUND**

Twelve (12) months after the Final Approval Order is entered, or thirty (30) days after distribution of the Settlement Fund is completed, whichever is later, Class Counsel shall file a report with the Court. and serve a copy on SN's counsel. detailing the distribution of the Settlement Fund.

18. **FINAL AND BINDING AGREEMENT**

The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of SN, the named Plaintiff. the Settlement Class Members, Class Counsel. and each of their respective trustees. heirs. executors. administrators. beneficiaries. representatives, agents, successors, assigns, or anyone else claiming to have rights derived from or through the Class Member.

19. **RELEASE**

19.1 The Final Approval Order shall, among other things, provide for the dismissal with prejudice of the Action against SN without costs to any party. except as specifically stated in this Agreement.

19.2 Class Release and Released Claims. Each Member of the Settlement Class. for and on behalf of the Class Member and the Class Member's present and future spouses (and common law spouses). children, parents, relations. successors. beneficiaries. heirs. next of kin, assigns, trustees, attorneys, executors. administrators, and/or estate. or any and all other persons who could claim by. through or on behalf of them. other than those Settlement Class Members who have validly opted out, shall. by operation of the final judgment. (a) be deemed to have fully. conclusively. irrevocably. forever. and finally **RELEASED, WAIVED, DISCHARGED,. RELINQUISHED AND DISMISSED** SN and all of its present and former parents. direct and indirect subsidiaries. subsidiaries. affiliates. predecessors. successors. agents. divisions. or assigns. and SN's present and former directors.

officers. employees. agents (alleged. apparent. or actual). insurers, shareholders, attorneys. advisors. consultants. representatives. partners, joint venturers. independent contractors, wholesalers, resellers, distributors. retailers. predecessors. successors. and assigns of each of them (collectively. "Released Persons") from any and all claims, actions, causes of action, suits, debts, sums of money. payments. obligations, promises, damages, penalties, attorneys' fees and costs. liens. judgments, and demands of any kind whatsoever that each member of the Settlement Class may have on or before entry of the Court's final class settlement approval order, whether in arbitration. administrative. or judicial proceedings. whether as individual claims or as claims asserted on a class basis. whether past or present, mature or not yet mature, known or unknown. suspected or unsuspected. whether based on federal, state. or local law. statute. ordinance. regulations. contract, common law, or any other source, that were or could have been sought or alleged in the Action that relate, to the West Virginia class claims asserted. including those arising from the assessment. representation or collection of late fees (collectively, "Released Claims") and (b) **SHALL NOT INSTITUTE OR ASSERT** any claim or demand against any or all of the Released Persons concerning any Released Claim.

19.3 For purposes of this Agreement. "Released Parties" means SN Servicing Corporation and any current and prior servicers. sub-servicers. owners. and investors. and for each of the foregoing each of their past. present and future members. direct and indirect parents. direct and indirect subsidiaries. divisions. affiliates. predecessors. successors. and assigns. clients, future. present and former directors, officers (whether acting in such capacity or individually), employees, managers, lenders, masters, servants, principals, agents, subagents, master servicers, subservicers, insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, vendors, wholesalers, resellers, distributors, retailers, divisions, subdivisions, predecessors, successors, and assign owners, trustees, creditors, law firms, departments, corporations in common control, or any agent acting or purporting to act for any of the foregoing.

19.4 In connection with the Released Claims, each Settlement Class Member is releasing past or currently existing claims that existed up until the Effective Date and is aware that he or she may hereafter discover claims that existed in the past or present during the Class Period that may be unknown or unsuspected but discoverable based on reasonable investigation, or facts in addition to or different from those which he or she now knows or believes to be true with respect to the allegations and subject matter in the Action. Nevertheless, it is the intention of each Settlement Class Member to fully, finally and forever settle and release all Released Claims against SN Servicing Corporation, which exist or might have existed (whether or not previously or currently asserted in this Action).

19.5 For purposes of this Action, "Releasing Parties" means the Plaintiff, all Settlement Class Members and any individual acting on their behalf, including but not limited to, any present, former, and future spouses (and common law spouses), dependents, children, parents, relations, next of kin, as well as the present, former, and future estates, heirs, beneficiaries, trustees, executors, administrators, representatives, agents. attorneys. partners. successors. predecessors in interest. assigns. any other representatives of each of them. and any and all other persons who could claim through them. other than those Settlement Class Members who have validly opted out.

19.6 Each Party to this Agreement understands. acknowledges. and agrees that if any fact believed to be true is found hereafter to be other than. or different from. that which is believed. each expressly assumes the risk of such difference in fact and agrees that this Agreement as of the Effective Date shall be. and will remain. in effect notwithstanding any such difference in fact.

20. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS

20.1 Neither this Agreement, whether or not consummated. nor communications or negotiations culminating in this Agreement. nor any proceedings taken pursuant to this Agreement. nor the fact of Settlement nor the payment of the Settlement Fund is. may be construed as. or may be used as, an admission on the part of SN or Released Persons of any fault. misconduct. wrongdoing. or liability whatsoever. or that any class asserted by Plaintiff merits certification. SN expressly denies any wrongdoing under any federal, state, or local statute. public policy. tort law. contract law, or common law and expressly denies the truth or validity of any claim made against it or the propriety of certification of any class on the merits. SN has agreed to enter into this Agreement to avoid the further expense. inconvenience. and distraction of burdensome and protracted litigation.

20.2 Further. neither this Agreement nor any drafts hereof nor any documents leading to or relating to the Settlement set forth herein. including. but not limited to. any proposed order. Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiff or SN.

20.3 The Parties agree that the foregoing documents will not be offered as or received against SN as evidence of, or construed as or deemed to be evidence of any admission, presumption or concession of any liability, negligence, fault, misconduct or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, SN may rely upon or use this Agreement as necessary to effectuate the liability protection granted SN hereunder; and

20.4 The Parties agree that the foregoing documents will not be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

20.5 This Settlement is without prejudice to the rights of SN to oppose preliminary, conditional or final certification of the Action should this Settlement not be preliminarily or finally approved or if it is terminated pursuant to the terms of this Agreement.

20.6 In addition to any other defenses SN may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted. prosecuted. or attempted in breach of this Agreement or the Releases contained herein.

21. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS

The settlement negotiations resulting in this Agreement have been undertaken by Plaintiff and SN and their respective counsel in good faith and for settlement purposes only pursuant to Federal Rule of Evidence 408. and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Nor shall the Agreement be offered or received in evidence in any action or proceeding for any purpose, except only for purposes of enforcing the terms and conditions of this Agreement.

22. NO ORAL MODIFICATION

This Agreement shall not be altered. amended, or modified by oral representation made before or after the execution of this Agreement. No amendment. modification. waiver. termination, or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the Parties hereto, and approved by the Court.

23. COMPLETE AGREEMENT

This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. and the terms of the Agreement are contractual and not merely recitals. This Agreement supersedes all prior negotiations. No other agreement. written or oral. expressed or implied. exists between the Parties with respect to the subject matter of this Agreement. and the Parties declare and represent that no promise. inducement. or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

24. **COMPETENCY; INDEPENDENT COUNSEL**

Each Party to this Agreement represents and warrants that it is competent to enter into the Agreement and in doing so is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the terms set forth in or contemplated by this Agreement.

25. **CONSTRUCTION OF AGREEMENT**

The language and terms of this Agreement shall be construed as a whole, according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be strictly construed for or against any Party to this Agreement.

26. **CONTINUING JURISDICTION**

The United States District Court for the Northern District of West Virginia will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, the Agreement, and the Final Approval Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Agreement or interpretation of the terms of this Agreement or the Final Approval Order will be resolved by the Court.

27. **CHOICE OF LAW**

This Agreement and ancillary documents necessary to effectuate it will be governed by federal law and the internal laws of the State of West Virginia without regard to its choice of law principles.

28. CHOICE OF FORUM

The Parties consent to jurisdiction and venue in the United States District Court for the Northern District of West Virginia for any dispute arising in any way out of this Agreement.

29. REPRESENTATIONS

Plaintiff represents and warrants that he has not sold. assigned. transferred or otherwise disposed of any of the claims, demands or rights that are the subject of this Agreement: and that he shall take all necessary action to effectuate the terms of this Agreement.

30. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT.

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement and to obtain the benefits of the Agreement.

31. WAIVER

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach. whether prior. subsequent. or contemporaneous. of this Agreement.

32. PRESERVATION OF PRIVILEGE

Nothing contained in this Agreement or any Order of this Court, and no act required to be performed pursuant to this Agreement or any Order of this Court, is intended to constitute. cause or effect any waiver. in whole or in part. of any attorney client privilege. work product protection. or common interest or joint defense privilege. and each Class Member agrees not to make or cause to be made in any form any assertion to the contrary.

33. TAX CONSEQUENCES

33.1 This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the payments set forth in this Agreement reflect the settlement of disputed legal claims and that SN makes no representations regarding the Agreement's tax consequences and has no liability for any tax consequences.

33.2 No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel. nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto.

33.3 Each Class Member's tax obligations. and the determination thereof, are the sole responsibility of the Class Member. and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

33.4 Each Class Member specifically agrees that he or she is solely responsible for any and all taxes. interest. and penalties due and owing. if any. should the Settlement Payments or any portion thereof. be taxable.

34. <u>RELEASE LIMITATIONS</u>

This Agreement does not release claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement and does not release any amount owed by the Class Members to SN.

35. <u>JURY WAIVER</u>

The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action. proceeding or litigation directly or indirectly arising out of. or relating to. this Agreement.

36. KNOWING AND VOLUNTARY ASSENT

The Parties acknowledge that this Agreement is executed voluntarily by each of them. without any duress or undue influence on the part of. or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for. and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

37. TIME COMPUTATIONS

All time periods shall be computed in calendar days unless otherwise expressly provided. Any deadline falling on a Saturday, Sunday or Federal or West Virginia holiday shall be deemed to fall on the following business day.

38. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in any number of counterparts and with facsimile or DocuSign signatures. and all such counterparts shall be construed together and constitute a single form of this Agreement.

39. HEADINGS AND CAPTIONS

The headings and captions inserted into this Agreement are for convenience only and in no way define. limit or otherwise describe the scope or intent of this Agreement. or any provision hereof. or in any way affect the interpretation of this Agreement.

IN WITNESS HEREOF, counsel for the parties and the named plaintiff have executed this Class Settlement and Release Agreement as of June 30, 2026.

PLAINTIFF JOHN KOONTZ

x John R. Koontz

DEFENDANT SN SERVICING CORPORATION

By: John B. Jhn

Its: Authorized Agent (Associate Corporate Counsel)

AS TO FORM ONLY:

Counsel for Plaintiff and Settlement Class

Counsel for Defendant

EXHIBIT A

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]