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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	You will remain a Settlement Class Member. If you are issued a cash payment, you will give up all rights to sue Defendants and the other Released Parties over claims raised, or that could have been raised, in this lawsuit. If you receive debt cancellation but *not* a cash payment, you will give up the right to bring a class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against Defendants and the other Released Parties over the claims raised, or that could have been raised, in this lawsuit, but you will keep the right to bring an individual lawsuit or individual arbitration.
CHANGE YOUR PAYMENT OPTION	If you are a Monetary Relief Class Member you may visit www.BrightLendingSettlement.com to (1) provide an updated mailing address for sending a check or (2) elect to receive an electronic payment (ACH, Venmo, PayPal, Zelle) instead of by a paper check. The deadline to change your payment option is December 21, 2026.
EXCLUDE YOURSELF	By opting out of the Settlement, you will give up your right to receive any Settlement benefits, including debt cancellation and/or a cash payment. In exchange, you will keep the right to file your own lawsuit against Defendants. There is no guarantee that any such lawsuit would succeed or result in a larger recovery than this Settlement.
OBJECT TO THE SETTLEMENT	If you remain a Class member (i.e., you do not exclude yourself), you may write to the Court about why you do not like the Settlement and/or believe the Court should not approve the Settlement.

1. WHY AM I RECEIVING THIS NOTICE?

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

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit challenges loans made by Bright Lending. Plaintiffs Curtis Dixon and Paula Flamini claim that Bright Lending charged interest rates far exceeding the limits allowed under Illinois and other state laws, and that Defendants are legally responsible for those loans. Defendants deny all of these claims. No court has decided who is right. The parties have agreed to settle to avoid the costs and uncertainty of continued litigation.

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

3. WHY IS THIS A CLASS ACTION?

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

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

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

> **Monetary Relief Class.** All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and June 4, 2026; and (2) paid back at least one loan fully, excluding residents of Nevada and Utah.
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> **Debt Relief Class.** All United States residents who (1) entered into at least one loan agreement with Bright Lending between October 1, 2020 and December 31, 2024; (2) did not fully pay back at least one loan; and (3) are not members of the Monetary Relief Class. The Debt Relief Class excludes residents of Nevada and Utah.

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

5. WHAT WILL I GET FROM THE SETTLEMENT?

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

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

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

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

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

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

Nothing, unless you would prefer to receive payment electronically. If you are entitled to a cash payment, the Settlement Administrator will automatically mail you a check to the address listed at the top of this Notice. If that address is incorrect, or if you would prefer to receive your cash payment electronically (ACH, Venmo, PayPal, Zelle) instead of by check, you must tell the Settlement Administrator by December 21, 2026. You can do this by visiting www.BrightLendingSettlement.com.

To find out whether you qualify for a cash payment, visit www.BrightLendingSettlement.com.

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

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

Unless you exclude yourself, you are a Class member.

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

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

could have been brought. You keep the right to bring an individual lawsuit or individual arbitration on any such claims.

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

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

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from this Settlement, you must mail an "Exclusion Request." To do so, write your own letter which must include:

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

Your Exclusion Request must be personally signed by you, and may only request exclusion for you individually; no one else may submit an exclusion request on your behalf, and "mass" or "class" exclusion requests are not permitted. If you are a Monetary Relief Class Member who also has an unpaid loan eligible for debt cancellation you cannot exclude yourself from only part of the Settlement; any Exclusion Request will exclude you from the Settlement entirely. Your Exclusion Request must be **postmarked** no later than December 21, 2026, and mailed to:

Dixon v Gatzke (956)
c/o Settlement Administrator
P.O. Box 23459
Jacksonville, FL 32241-3459

9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than excluding yourself from the Settlement.

If you are a Class member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Judge. The Court and the Parties will consider your views carefully.

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

COURT	**SETTLEMENT ADMINISTRATOR**
Clerk of the Court	Dixon v Gatzke (956)
United States District Court	c/o Settlement Administrator
Northern District of Illinois	P.O. Box 23459
219 South Dearborn Street	Jacksonville, FL 32241-3459
Chicago, IL 60604	

Or by email to:
info@BrightLendingSettlement.com

All objections must include:

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

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

Your objection must be postmarked no later than December 21, 2026, when mailed to the Court. Your copy to the Settlement Administrator must be postmarked or, if sent by email, time-stamped, by the same date. No later than 14 days before this objection deadline, Class Counsel will apply to the Court for an award of attorneys' fees and costs, as well as a service award to each Plaintiff in this lawsuit. This motion and any supporting papers will be posted to www.BrightLendingSettlement.com.

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

The Court will hold a telephonic hearing to decide whether to approve the Settlement on January 19, 2027 at 9:00 a.m. in the courtroom of Judge Matthew F. Kennelly of the United States District Court for the Northern District of Illinois. The following call-in number will be used for the hearing: 650-479-3207; access code 2305-915-8729. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Court will consider them at that time. The hearing may be moved to a different date or time without additional notice. Please check www.BrightLendingSettlement.com or call 1-800-797-0699 to be kept up-to-date on the date, time, and location of the hearing.

11. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the Court will consider it. You may also retain a lawyer to appear on your behalf at your own expense.

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the following attorneys as Class Counsel to represent you and all other Settlement Class Members:

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

These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

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

The Settlement Agreement contains additional detail on how the Settlement Fund will be allocated, including attorneys' fees, the service awards, and the distribution of any funds that remain after Monetary Relief Class Members cash their checks. If funds remain after the deadline to cash checks has passed, a second distribution may be made to Monetary Relief Class Members who cashed their first check. Full details are available in the Settlement Agreement and other case documents posted at www.BrightLendingSettlement.com.

14. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting www.BrightLendingSettlement.com, contacting the Settlement Administrator at info@BrightLendingSettlement.com or 1-800-797-0699, or contacting Class Counsel at info@bergermontague.com or (612) 594-5999.

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