Exhibit 1 to Albanese Decl.

STIPULATION AND AGREEMENT OF SETTLEMENT

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

28 U.S.C. § 1715(b).

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

2.7 "Class Counsel" means counsel for Plaintiffs in the Action.

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

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

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

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

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

(a) this Agreement has been executed by the Parties;

(b) the Court has issued a Preliminary Approval Order;

(c) reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of, or object to, the Settlement;

(d) the Court has held a Final Fairness Hearing, entered the Final Approval Order (or substantially similar order) approving the Settlement, awarded a Class Representative Service Payment, if any, and entered an order awarding Class

Counsel Fees and costs;

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

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

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

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

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

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

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

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

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

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

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

2.18 "NCOA" means the United States Postal Service's National Change of Address database.

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

2.20 "Parties" means Defendants and Plaintiffs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SETTLEMENT PROCESS

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

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

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

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

IV. TERMS OF THE SETTLEMENT

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

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

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

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

Monetary Relief Class

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

Debt Relief Class

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

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

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

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

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

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

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

a. Prospective Relief

i. Cancellation of Debt and Injunctive Relief. Within 30 days after the Effective Date, with respect to each Outstanding Loan, Defendants agree to reduce the balance due on each such loan to zero on the basis that the debt is disputed.

ii. Cessation of Collection Activity. As of the Effective Date, Bright Lending will not sell any Outstanding Loans and will cease all direct or indirect collection activity on such loans. To the extent any amounts are inadvertently collected after the Effective Date, Bright Lending will remit such amounts back to the borrower. Inadvertent post-Effective-Date collections shall not constitute a material breach of this Agreement if promptly identified and refunded in accordance with this Section. Bright

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

iii. Personal Identifying Information. Defendants agree as of June 5, 2026, not to sell personal identifying information obtained from Settlement Class Members between October 1, 2020 and June 4, 2026, to third parties for third-party marketing purposes.

iv. Negative Tradeline Deletion Request. Within 30 days of the Effective Date, Bright Lending agrees to request the deletion of all negative tradelines previously reported to consumer reporting agencies in the name of Bright Lending regarding loans originated between October 1, 2020 and December 31, 2024, by Bright Lending to Settlement Class Members. Bright Lending's obligation under this Section is limited to making the deletion request described above, and Bright Lending does not guarantee that any consumer reporting agency will take any particular action in response to that request.

v. For the sake of clarity and avoidance of doubt, nothing in this Agreement requires implementation of debt cancellation, collection cessation, credit-reporting requests, or related operational relief prior to the Effective Date.

vi. The obligations to implement debt cancellation, collection cessation, credit-reporting requests, notice-data production, and related operational relief

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

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

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

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

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

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

5. There shall be no reverter of any monies paid into the Settlement Fund to Defendants. All interest accrued on amounts held in the Escrow Account shall be added to the Net Settlement Amount and distributed to Monetary Relief Class Members on a pro rata basis in accordance with the distribution methodology set forth in Section 4.5(b)(iii).

6. If Defendants fail to make any payment required under this Section 4.5(b)(i) by the applicable deadline, Class Counsel shall provide written notice of the alleged default to Defendants' Counsel. Defendants shall have ten (10) business days after receipt of such notice to cure the alleged default. If the alleged default is not cured within that period, Class Counsel may seek enforcement of the unpaid and overdue payment obligation from the Court, which shall retain jurisdiction for that purpose. In any such proceeding, the Court may order specific performance of the payment obligation and such other relief as the Court determines is necessary to enforce this Agreement. No default shall be deemed to have occurred based on a banking, wire-transfer, escrow, administrative, or other immaterial

delay that is cured within the cure period provided in this Section. The existence of an alleged or uncured default shall not accelerate any payment obligation not yet due under Section 4.5(b)(i), absent further order of the Court.

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

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

1. Administrative Costs Reserve. Before making the *pro rata* calculation below, and subject to approval by the Parties, the Administrator shall provide an estimate of all costs expected to be reasonably incurred by the Administrator through the completion of the first distribution of Cash Awards (the "Administrative Costs Reserve").

2. Net Settlement Amount. The Net Settlement Amount shall be equal to $15,000,000.00 plus any interest accrued on the Escrow Account at the time of distribution minus all amounts previously paid for notice and administration costs, minus the Administrative Costs Reserve, minus any amounts awarded by the District Court to Class

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

3. *Pro Rata* Calculations. Each Monetary Relief Class Member will receive a Cash Award that will be distributed *pro rata* based on the amount of alleged usurious interest they paid above principal. If Monetary Relief Class Members did not pay alleged usurious interest, they shall receive a payment of $15. In no event will any payment to any Monetary Relief Class Member be less than $15.

4. Payment of Cash Awards. Monetary Relief Settlement Class Members shall not be required to complete claim forms in order to obtain payment. Monetary Relief Class Members who wish to elect an electronic payment method must do so by the Payment Election Deadline; any Monetary Relief Class Member who has not made such an election by the Payment Election Deadline shall be deemed to have elected payment by check. After receiving approval from counsel to the parties, and within 60 days after the Effective Date, the Administrator shall initiate an electronic payment to those Settlement Class Members who elected an electronic payment or mail to each Settlement Class Member who did not elect an electronic payment a check in the amount of such Settlement Class Member's Cash Award at the most recent address shown in Bright Lending's electronic records or identified by the Administrator using the NCOA or any equivalent database, or to any updated

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

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

6. Monthly Reports Regarding Distribution of Settlement Fund. The Administrator will provide monthly reports to Class Counsel and counsel for Defendants on the distribution of the Settlement Fund until such time as the Settlement Fund is fully paid to eligible

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

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

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

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

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

V. RELEASE AND DISMISSAL

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

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

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

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

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

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

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

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

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

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

VI. NOTICE AND SETTLEMENT ADMINISTRATION

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

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

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

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

b. Direct Notice via U.S. Mail. Direct Notice, substantially in the form attached hereto as **Exhibit 2** or as modified by the District Court with the consent of all Parties, will be mailed, via first class mail, to Settlement Class Members

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

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

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

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

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

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

VII. DISPUTE RESOLUTION

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

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

VIII. PRELIMINARY APPROVAL ORDER AND FINAL FAIRNESS HEARING

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

8.2 Opt-Out/Requests for Exclusion from Settlement.

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

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

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

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

8.3 Objections to Settlement.

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

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

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

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

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

IX. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

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

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

b. That Plaintiffs fairly and adequately represent the interests of the Settlement Class;

c. That Class Counsel fairly and adequately represents Plaintiffs and the Settlement Class;

d. That the Direct Notice, the Long Form Notice, and the website notice described in Section 6.3(c), satisfy the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable laws;

e. That the Settlement is fair, reasonable, and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Settlement, including the releases contained in Section V above;

f. That the Released Parties, as defined in Section 2.26 of the Agreement, are protected by the releases, waivers, injunction, and judgment entered in connection with this Settlement.

g. That the Settlement represents a fair resolution of all claims asserted on behalf of the Settlement Class and fully and finally resolves all such claims;

h. That this Settlement should be, and is, approved;

i. The amounts of the attorneys' fees, costs, and Plaintiffs' service award;

j. Confirmation of the opt outs from the Settlement;

k. Overruling of objections, if any;

l. Dismissal, on the merits and with prejudice, of all claims and an injunction prohibiting all Settlement Class Members and their representatives, privies, agents, attorneys, successors, and assigns from bringing, joining, participating in, continuing to prosecute, serving as class members in, seeking relief through, or

receiving relief from any class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against the Released Parties involving any Released Claims and entering judgment thereon. To avoid confusion, this dismissal and injunction will not apply to any Debt Relief Class Members' right to pursue individual claims or arbitration that are preserved under Section 5.1(b). Any individual claim or arbitration right preserved under Section 5 .1(b) remains subject to any applicable arbitration agreement, delegation clause, class-action waiver, limitations defense, merits defense, jurisdictional defense, tribal-law defense, sovereign-immunity defense, and all other defenses available to any Released Party; and

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

X. TERMINATION OF SETTLEMENT

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

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

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

XI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

undue influence whatsoever.

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

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

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

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

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

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

For the Tribal Defendants:

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

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

For the BorrowWorks Defendants:

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

For Plaintiffs:

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

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

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

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

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

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

Dated: 9/17/2026

By: DocuSigned by: C. V. Dixon
Curtis Dixon
Plaintiff

Dated: 9/16/2026

By: DocuSigned by: Paula Flamini
Paula Flamini
Plaintiff

Dated: _____

By: _____
William Bell
Defendant

Dated:_____ By:_____
Taylor McCabe
Defendant

Dated:_____ By:_____
Lyolene Dillon
Defendant

Dated:_____ By:_____
Jarrett Azure
Defendant

Dated:_____ By:_____
Ticia Cliff
Defendant

Dated:_____ By:_____
Doug Stuart
Defendant

Dated:_____ By:_____
Frank Doney
Defendant

Dated: 9/17/2026 By: Signed by: A1D6D83E8BBC42D...
Benjamin Gatzke
Defendant

Dated: 9/17/2026 By: Signed by: A1D6D83E8BBC42D...
BWDS, LLC
Defendant

Exhibit 1

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

Name: <<Name>>
Notice ID: <<Notice ID>>

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

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

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

Am I Included in the Settlement?

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

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

How Do I Receive a Payment or Debt Cancellation?

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

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

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

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

What Are My Other Options?

(1) **Do Nothing.** You will remain a Settlement Class Member. If you are issued a cash payment, you will give up all rights to sue Defendants and the other Released Parties over claims raised, or that could have been raised, in this lawsuit, arising out of or relating to any loan you had with Bright Lending, not just the loan that made you eligible for the payment. If you receive debt cancellation but not a cash payment, you will give up the right to bring a class action, collective action, representative action, coordinated mass action, mass arbitration, collective arbitration, or other aggregated proceeding against Defendants and the other Released Parties over the claims raised, or that could have been raised, in this lawsuit, but you will keep the right to bring an individual lawsuit or individual arbitration.

(2) **Change Your Payment Option.** If you are a Monetary Relief Class Member, you may visit LINK to (1) provide an updated mailing address for sending a check or (2) elect to receive a cash payment by Venmo or PayPal instead of by a paper check. The deadline to change your payment option is DATE

(3) **Exclude Yourself.** To opt out, mail a signed, written request to the Settlement Administrator, postmarked no later than [DATE], stating that you want to be excluded. If you exclude yourself, you give up any settlement benefits but keep your right to sue on your own. Specific requirements for opting out are available at LINK.

(4) **Object.** If you don't exclude yourself, you or your lawyer may object to the Settlement by filing a written objection with the Court and the Settlement Administrator, postmarked no later than DATE. Specific requirements for objecting are available at LINK.

Who Represents Me?

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

When Will the Court Consider the Settlement?

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

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

Unsubscribe

Exhibit 2

COURT ORDERED NOTICE

Dixon v. Gatzke

Class Action Settlement Notice

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

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

More info at: www.[website].com

Settlement Administrator
[Address Line 1]
[Address Line 2]

PRESORT
FIRST CLASS
U.S.POSTAGE
PAID

Notice ID: [XXXX-XXXX]

NAME
ADDRESS

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

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

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

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

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

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

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

Exhibit 3

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Reminder: Elect Electronic Payment by DATE – Dixon v. Gatzke Settlement

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Name: <<Name>>
Notice ID: <<Notice ID>>

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

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

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

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

Unsubscribe