

Exhibit A

STIPULATION AND AGREEMENT OF SETTLEMENT

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STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Agreement”) is entered into by and between Defendants Elevate Credit, Inc. (“Elevate”), Startup Capital Ventures, L.P., Linda Stinson, Michael Stinson, Stephen J. Shaper, and 7HBF No. 2, Ltd. (collectively, “Defendants”), on the one hand, and Plaintiffs Darlene Gibbs, Stephanie Edwards, Lula Williams, Patrick Inscho, Sharon Burney, Chastity McNeil, Alicia Patterson, Earl Browne, Kimetra Brice, Lawrence Mwethuku, George Hengle, Tamara Price and Jill Novorot (together, “Plaintiffs”), on the other hand, on behalf of themselves and all other similarly situated individuals, and as representatives of the Settlement Class, as these terms are defined in Section II.

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, October 14, 2018, Darlene Gibbs, Stephanie Edwards, Lula Williams, Patrick Inscho, George Hengle, Tamara Price, and Lawrence Mwethuku filed a class action complaint against certain parties to this agreement in the United States District Court for the Eastern District of Virginia, Case No. 3:18-cv-676 (*Gibbs et al. v. Stinson et al.*) (the “Virginia Action”);

WHEREAS on March 21, 2019, Kimetra Brice, Jill Novorot, and Earl Browne filed a class action complaint against certain parties in the United States District Court for the Northern District of California, Case No. 3:19-cv-1481 (*Brice et al. v. Stinson et al.*) (the “California Action”);

WHEREAS, on August 14, 2020, Darlene Gibbs, Stephanie Edwards, Lula Williams, Patrick Inscho, Sharon Burney, Chastity McNeil, Alicia Patterson, Earl Browne, Kimetra Brice, and Jill Novorot, and Lawrence Mwethuku filed a class action complaint against Elevate in the

United States District Court for the Eastern District of Virginia, Case No. 3:20-cv-632 (*Gibbs et al. v. Elevate Credit, Inc.*) (the “Elevate Action”) (the Elevate Action, the Virginia Action, and the California Action, together, “the Actions”);

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

WHEREAS, Defendants deny any and all claims alleged by Plaintiffs in the Actions, and further deny that any 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 related to Defendants’ respective roles in the alleged lending enterprise;

WHEREAS, Plaintiffs and Class Counsel have reviewed and processed, for the claims here, hundreds of thousands of pages of documents in the original claims brought against Defendants, which documents formed the basis for Plaintiffs’ allegations in the Actions;

WHEREAS, 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 Actions 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 Actions and release of all Released Claims;

WHEREAS, Plaintiffs and Class Counsel have had numerous and exhaustive bilateral settlement negotiations with Defendants' counsel, including multiple mediations before United States Magistrate Judge Mark Colombell and United States Magistrate Judge Thomas Hixson;

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 Actions. 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 Parties have now reached a settlement of the Actions. The settlement also settles the Litigation Trust's adversary proceeding filed in the United States Bankruptcy Court for the Northern District of Texas styled as *The Hon. Russell F. Nelms (Ret.), Litigation Trustee for the Think Finance Litigation Trust v. Elevate Credit, Inc. (In re Think Finance, LLC)*, Adv. Pro. No. 20-03099¹;

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 Actions have been resolved upon and subject to the following terms and conditions:

II. DEFINITIONS

2.1 "Actions" means *Gibbs et al. v. Stinson et al.*, Case No. 3:18-cv-676 (E.D. Va.), together with *Gibbs et al. v. Elevate Credit, Inc.*, Case No. 3:20-cv-632 (E.D. Va.); *Brice et al. v.*

¹ Section 10.15 below references a Consent to Settle and Release Agreement between the Litigation Trust and Defendants. The terms of the settlement are set forth in the Consent to Settle and Release attached hereto as Exhibit 3. This Settlement also contains certain references to the Litigation Trust and Litigation Trustee where actions or consent are required. The Litigation Trustee has reviewed and approved the form of this Agreement.

Stinson et al., Case No. 3:19-cv-1481 (N.D. Cal.) and a motion by Linda Stinson and Stephen J. Shaper to enforce the releases in the Chapter 11 Plan in *In re Think Finance*, Case No. 17-33964 in the Bankruptcy Court for the Northern District of Texas and subsequent appeal of the decision to the United States District Court for the Northern District of Texas, Case No. 3:21-cv-2155 (N.D. Tx.). The parties hereby agree to consolidate, for settlement purposes only, *Gibbs et al. v. Stinson et al.*, Case No. 3:18-cv-676 (E.D. Va.), together with *Gibbs et al. v. Elevate Credit, Inc.*, Case No. 3:20-cv-632 (E.D. Va.) (the “Consolidated Action”). The cases styled *Gibbs, et al. v. Haynes, et al.*, Case No. 3:18-cv-48 (E.D. Va.) and *Brice, et al. v. Haynes Investments, et al.*, Case No. 3:18-cv-1200 (N.D. Ca.) are specifically excluded from the definition of Actions.

2.2 “CAFA Notice” refers to the notice made pursuant to the requirements imposed by 28 U.S.C. § 1715(b).

2.3 “Cash Award” means a cash payment to an eligible Settlement Class Member pursuant to Section 3.4(b).

2.4 “Class Counsel” means Kelly Guzzo PLC, Consumer Litigation Associates, P.C., and Tycko and Zavaeeri, LLP.

2.5 “Direct Notice” means the notice that will be provided pursuant to Sections 5.3(a) and 5.3(b), subject to approval by the District Court, substantially in the form attached hereto as “Exhibit 1.”

2.6 “District Court” means the United States District Court for the Eastern District of Virginia.

2.7 “Effective Date” means the date that the Final Approval Order entered in the Consolidated Action become final for all purposes because either (i) the Final Approval Order has been entered and no objection was lodged; (ii) the Final Approval Order has been entered, an

objection was timely filed, but no appeal has been filed in accordance with Fed. R. App. P. 4(a) and the time within which an appeal may be noticed and filed has lapsed; or (iii) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of this Settlement.

2.8 “Elevate MOU” refers to the Memorandum of Understanding between Plaintiffs, the Litigation Trust, and Elevate, effective as of November 23, 2021.

2.9 “Escrow Account” means the bank account owned and/or controlled by the Escrow Agent into which Defendants will cause the Monetary Consideration to be deposited. The Escrow Account shall be a trust account that is under the exclusive control of the Settlement Administrator.

2.10 “Escrow Agent” refers to Huntington Bank, N.A., or such other escrow agent selected by Classs Counsel and approved by Defendants’ counsel, such approval shall not be unreasonably withheld or conditioned.

2.11 “Final Approval Order” means the Final Approval Order and Judgment to be entered by the District Court in the Consolidated Action finally approving this Settlement and resolving all issues between the Parties, as provided for in Section VIII below.

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

2.13 “Internet Notice” means notice through the Internet website created pursuant to Section 5.3(b) of this Agreement.

2.14 “Litigation Trust” shall refer to the qualified settlement trust established under the Debtors’ Second Modified First Amended Chapter 11 Plan of Reorganization confirmed by

the United States Bankruptcy Court for the Northern District of Texas in *In re Think Finance, LLC, et al*, Case No. 17-33964 (the “Plan”) by order entered December 2, 2019 [D.I. 1664] which, among other things, globally resolved the consumer borrower claims against the Debtors and authorized the Litigation Trustee to (i) provide notice to Settlement Class Members, (ii) pay Cash Awards to Settlement Class Members and other consumer borrowers pursuant to the Global Settlement in the Plan, and (iii) use assets of the estates to fund the prosecution of causes of action to increase the amount in the Litigation Trust available for distribution to the consumer borrower beneficiaries.

2.15 “Shareholder MOU” refers to the Memorandum of Understanding between Plaintiffs, the Litigation Trust, and Linda Stinson, Michael Stinson, Stephen J. Shaper, and 7HBF No. 2, Ltd., effective as of January 20, 2022.

2.16 “SCV MOU” refers to the prior Agreement executed between the Plaintiffs and Startup Capital Ventureus, L.P., effective as of July 15, 2021.

2.17 “Named Plaintiffs” means Darlene Gibbs, Stephanie Edwards, Lula Williams, Patrick Inscho, Sharon Burney, Chastity McNeil, Alicia Patterson, Earl Browne, Kimetra Brice, Jill Novorot, George Hengle, Tamara Price, and Lawrence Mwethuku

2.18 “NCOA” means the United States Postal Service’s National Change of Address database.

2.19 “Parties” means Elevate, Startup Capital Ventures, L.P., Linda Stinson, Michael Stinson, Stephen J. Shaper, 7HBF No. 2, Ltd., Plaintiffs, and the Settlement Class.

2.20 “Plaintiffs” means the Named Plaintiffs, individually and as representatives of the Settlement Class.

2.21 “Preliminary Approval Order” means the order to be entered by the District Court, as provided for in Section 7.1 below, substantially in the form attached hereto as “Exhibit 2.”

2.22 “Released Claims” means the claims released by this Agreement as set forth in Section IV.

2.23 “Released Parties” means Elevate, Linda Stinson, Michael Stinson, The Tyler W.K. Head Trust, 7HBF No. 2, Ltd, Stephen J. Shaper, Startup Capital Ventures, L.P., Jason Harvison, Daria Harvison, Sarah Cutrona, Cutrona Charitable Foundation, Chris Lutes, Starfish Private Foundation, and all individuals and entities further identified in Paragraph 4.1 of this Agreement, together with each of their respective parents and subsidiaries, current and former officers, directors, agents, employees, attorneys, successors, affiliates, heirs, assigns, general partners, limited partners, managers, and members. The Released Claims and Released Parties specifically exclude: L. Stephen Haynes, Sovereign Business Solutions, Haynes Investments, LLC (the “Non-Released Parties”) and any claims that were brought or could have been brought against the Non-Released Parties in the Actions.

2.24 “Settlement” means the settlement set forth in this Stipulation and Agreement of Settlement.

2.25 “Settlement Administrator” shall refer to such Settlement Administrator selected by Class Counsel and approved by Defendants’ counsel, such approval shall not be unreasonably withheld or conditioned.

2.26 “Settlement Class” means all persons within the United States to whom Great Plains Lending, LLC has lent money; all persons within the United States to whom Plain Green, LLC lent money prior to June 1, 2016; and all persons within the United States to whom

MobiLoans, LLC lent money prior to May 6, 2017. For purposes of clarity, the Settlement Class includes the Named Plaintiffs.

2.27 “Settlement Class Member” means a person in the Settlement Class who does not timely submit a valid request for exclusion from the Settlement Class.

2.28 “Settlement Fund” means the total sum of \$44,530,000.00 (forty-four million and five hundred and thirty thousand dollars)—comprised of \$33,000,000.00 (thirty-three million dollars) funded by Elevate; \$5,400,000.00 (five million four hundred thousand dollars) funded by Michael Stinson and Linda Stinson; \$3,600,000.00 (three million six hundred thousand dollars) funded by 7HBF No. 2, Ltd.; \$2,000,000.00 (two million dollars) funded by Stephen J. Shaper; and \$530,000.00 funded by SCV—to be paid to the Escrow Agent as provided for in Section 3.4 of this Agreement, inclusive of payments to Settlement Class Members, attorneys’ fees and costs, service awards to Named Plaintiffs, and costs of notice and administration.²

2.29 “Shareholder Defendants” means Linda Stinson, Michael Stinson, Stephen J. Shaper, and 7HBF No. 2, Ltd.

2.30 “SCV” means Startup Capital Ventures, L.P.

III. TERMS OF THE SETTLEMENT

3.1 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 Actions. 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. 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

² SCV has entered into a separate “Settlement and Release Agreement” with the Think Finance Litigation Trust dated July 12, 2021. This Agreement will remain in full force and effect.

certification in this or any other proceeding. Preliminary certification of a 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.

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

All persons within the United States to whom Great Plains Lending, LLC has lent money; all persons within the United States to whom Plain Green, LLC lent money prior to June 1, 2016; and all persons within the United States to whom MobiLoans, LLC lent money prior to May 6, 2017.

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 7.3 of this Agreement and the Preliminary Approval Orders.

3.3 Identification of the Settlement Class and Eligibility for Cash Award. The Parties agree that the Class List used in *Gibbs, et al. v. Plain Green, LLC, et al.*, 3:17-cv-00495-MHL (E.D. Va.) and maintained by the Settlement Administrator shall be used in this case.

3.4 Settlement Consideration.

Monetary Consideration. Defendants respectively agree to pay as follows into the Escrow Account (the "Monetary Consideration"): Elevate agrees to pay \$33,000,000.00 (thirty-three million dollars); Michael Stinson and Linda Stinson agree to pay \$5,400,000.00 (five million four hundred thousand dollars); THBF No. 2, Ltd. agrees to pay \$3,600,000.00 (three million six hundred thousand dollars); Stephen J. Shaper agrees to pay \$2,000,000.00 (two million dollars); SCV

agrees to pay \$530,000.00 (five hundred and thirty thousand dollars). The Escrow Agent shall hold the Monetary Consideration in trust until the Effective Date. The Escrow Agent shall only disburse the out of pocket costs of the Settlement Administrator in order to effectuate the Class Notice in section 5.3 of this Agreement. The Escrow Agent shall otherwise not make any payments or distributions from the Escrow Account unless and until the District Court signs the Final Approval Order consistent with the terms of this Settlement Agreement in the Consolidated Action. If the District Court declines to preliminarily or finally approve settlement in either the Consolidated Action, or requires material modification of the Agreement, or if the Agreement is not finally approved by the District Court by October 1, 2022, the Escrow Agent shall refund the Monetary Consideration to Defendants to the extent contributed by those parties, as further set forth in Article IX of this Agreement.

i. Elevate's Payments into the Escrow Account. Elevate shall pay the Monetary Consideration to the Escrow Agent, by wire transfer or check, as follows:

1. The first installment of \$13,319,737.20 (thirteen million three hundred nineteen thousand seven hundred and thirty-seven dollars and twenty cents) shall be paid into the Escrow Account by Elevate within seven (7) days after entry of the Preliminary Approval Order in the Elevate Action.

2. The remaining amount of Elevate's respective part of the Monetary Consideration shall be paid by Elevate to the Escrow Account within seven (7) days after the Effective Date.
- ii. The Shareholder Defendants' Payments into the Escrow Account. The Shareholder Defendants shall pay the Monetary Consideration to the Escrow Agent, by wire transfer or check, as follows:
1. The first installment of \$3,630,000.00 (three million six hundred thirty thousand dollars) shall be paid into the Escrow Account by the Shareholder Defendants within seven (7) days after entry of the Preliminary Approval Order in the Virginia Stinson Action (the "First Escrow Payment"). The First Escrow Payment shall be paid as follows: (a) Michael Stinson and Linda Stinson: 49% (\$1,778,700.00 (one million seven hundred seventy eight thousand seven hundred dollars)); (b) 7HBF No. 2, Ltd.: 33% (\$1,197,900.00 (one million one hundred ninety seven thousand nine hundred dollars)); (c) Stephen J. Shaper: 18% (\$653,400.00 (six hundred fifty three thousand four hundred dollars)).
 2. The remaining amount of each Shareholder Defendants' respective part of the Monetary Consideration shall be paid by the Shareholder Defendants to the Escrow Account within seven (7) days after the Effective Date (the "Second Escrow Payment"). The Shareholder Defendants shall pay his/its portion of the Second Escrow Payment in the same percentage as the First Escrow Payment.

- iii. SCV's Payment into Escrow Account. SCV's Monetary Consideration shall be paid by the Shareholder Defendants to the Escrow Account within seven (7) days after the Effective Date.
- iv. Payments from the Escrow Agent. Immediately upon receipt of the last payment to the Escrow Agent from Defendants, the Escrow Agent shall distribute the Monetary Consideration to the Settlement Fund to be administered and distributed by the Settlement Administrator. Upon payment of all Monetary Funds to the Settlement Administrator, the Escrow Agent shall be discharged from all duties. The Settlement Administrator shall distribute the Monetary Consideration in the following order: First, to pay costs of notice and administration; second, to pay service awards to Named Plaintiffs approved by the District Court, and attorneys' fees and costs awarded by the District Court; and third, the remainder of the Monetary Consideration shall be forwarded to the Litigation Trust to pay the Litigation Trust's attorneys' fees and costs, and to distribute Cash Awards to Settlement Class Members, in accordance with this Agreement, the Plan, and the Litigation Trust Agreement.³
- v. Distributions to the Settlement Class. Cash Awards shall be calculated and distributed to Settlement Class Members as follows:

Tier 1: All payments made by Settlement Class Members in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana,

³ The Litigation Trust's attorney will also be compensated from the settlement, but Class Counsel and the Litigation Trust have agreed that no more than one-third of Monetary Consideration shall be used for payment of fees and costs.

Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin so long as the Settlement Class Member paid the principal amount of his or her loan.

Tier 2: Payments made above the legal limits for Settlement Class Members in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming.

Tier 3: Settlement Class Members in Nevada and Utah will not receive cash payments.

- vi. The parties agree that Settlement Class Members who did not cash their checks in the settlement of *Gibbs, et al. v. Plain Green, LLC, et al.*, 3:17-cv-00495-MHL (E.D. Va.); *In re Think Finance, LLC*, Case No. 17-33964 (N.D. Tx.); *Gibbs v. Rees*, Case No. 3:20-cv-717 (E.D. Va.); and *Gibbs v. TCV V, L.P.*, Case No. 3:19-cv-789 (E.D. Va.) will not be issued an automatic payment in this Settlement unless they affirmatively submit a request online, through a portal to be created, or in writing to the Settlement Administrator as part of the notice process.
- vii. **Monthly Reports Regarding Distribution of Settlement Fund.** The Settlement Administrator will provide monthly reports to Class

Counsel and counsel for the Litigation Trust on the distribution of the Settlement Fund until such time as the residual of the Settlement Fund is transferred to the Litigation Trust.

3.5 Named Plaintiffs' Service Awards. No later than forty-five (45) days before the Final Fairness Hearing, Plaintiffs will apply to the District Court for Named Plaintiffs' service awards of up to \$20,000.00 (twenty thousand dollars) each. The Named Plaintiffs' service awards 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 Named Plaintiffs. The service awards, if any, shall be paid to Named Plaintiffs no earlier than the Effective Date and no later than ten (10) days after the Effective Date. Defendants agree not to oppose Named Plaintiffs' request for service awards.

3.6 Attorneys' Fees and Costs. No later than forty-five (45) days before the Final Fairness Hearing, Class Counsel will apply to the District Court for an award of attorneys' fees and costs. Such attorneys' fees and costs will be paid from the Settlement Fund in an amount not to exceed: (1) fifteen (15%) of the Monetary Consideration paid by Elevate; and; not to exceed (2) one-third (1/3) of the Monetary Consideration paid by the Shareholder Defendants and SCV—as approved by the District Court. The Settlement is not conditioned upon the District Court's approval of the attorneys' fees and costs sought by Class Counsel. The award of attorneys' fees and costs, if any, shall be paid to Class Counsel no earlier than the Effective Date and no later than ten (10) days after the Effective Date. Defendants agree not to oppose Class Counsel's request for attorneys' fees and costs. Regardless of Class Counsel's requests, and the District Court's approval, for fees and costs, under no circumstances shall Defendantts or Released Parties be

required to pay monetary or other consideration above their respective contributions to the Settlement Fund, as set forth in Section 3.4.

3.7 Injunctive Relief. After Final Approval of the Settlement, Elevate agrees not to provide any services to Think Finance, LLC, Think Finance SPV, LLC, Financial U, LLC, TC Loan Services, LLC, Tailwind Marketing, LLC TC Administrative Services, LLC and TC Decision Services, LLC or their successors-in -interest, including but not limited to any services similar to the Data Sharing and Support Agreement, the Employee Matters Agreement, and the Shared Services Agreement.

3.8 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 for payment of any additional costs of notice and administration beyond or separate from the amount each Defendant is required to contribute to the Settlement Fund.

3.9 Total Payments by Defendants. In no event shall Defendants be required to pay any more than the amounts in Section 3.4, 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/or litigation costs; (iv) Named Plaintiffs' service awards; and (v) any other fees or costs associated with this Settlement. Defendants shall bear the responsibility to send the CAFA notice to the appropriate federal and state governments at its or their own expense.

3.10 Taxes. The Parties agree the Cash Awards to Settlement Class Members and Named Plaintiffs are not wages, and that each Settlement Class Member and Named Plaintiff will be solely responsible for correctly characterizing any such payment for tax purposes and for paying any taxes owed on any payment(s). As all distributions of payments to Settlement Class Members

are to be made through the Litigation Trust by its Trustee, the Litigation Trust shall be responsible for determining if the Settlement Administrator should require an IRS Form W-9 from Settlement Class Members and determining if the Settlement Administrator must send an IRS Form 1099 to any Settlement Class Member. The Named Plaintiffs shall provide an IRS Form W-9 for any service award payment made in excess of \$600.00 (six hundred dollars). Defendants make no representations as to the taxability of any amounts paid to the Settlement Class Members or Named Plaintiffs. The Settlement Class Members and Named Plaintiffs agree to pay federal and state taxes, if any, required by law to be paid by the Settlement Class Members or Named Plaintiffs with respect to this Agreement, and further agree that Defendants have no responsibility for the payment of any such taxes.

IV. RELEASE AND DISMISSAL

4.1 Release. Following payment in full of the Settlement Fund, the following releases shall be effective:

Released Parties. Upon the Effective Date, each Named Plaintiff and each Settlement Class Member, on behalf of themselves and their respective heirs, officers, directors, agents, employees, attorneys, successors, affiliates, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully released and forever discharged Elevate, SCV, John Dean, Robert Rees, Amy Young, Linda Stinson, Michael Stinson, Hannah S. Head, Molly M. West, Tod A. Stinson, Tyler W.K. Head, Jeff S. West, Jill Stinson, Corbett Capital, LLC, and Buckaroo Art, LLC, The Tyler W.K. Head Trust dated March 20, 2014, the Linda and Mike Stinson Irrevocable Asset Trust dated December 2, 2009, the Stinson 2009 Grantor Retained Annuity Trust, Startup Capital Ventures, L.P., Startup Capital Ventures Management, LLC, Startup Capital Ventures LLC, Stephen J. Shaper, Sue Shaper,

Shaper Family Partnership No. 1, Ltd., the Stephen and Sue Shaper Descendants Trust U/T/A Dated Dec 7, 2012, ShaperGP, LLC, Middlemarch Capital Corporation, 7HBF No. 2, Ltd., 7HBF, Ltd., 7HBF Management Co., Ltd., John H. Harvison, John D. Harvison, Jason Harvison, Associated Properties-GP, LLC, HCT #2, LP, John H. Harvison, John H. Harvison Dynasty Trust, Glenda Sue Harvison, Glenda Sue Harvison Dynasty Trust, Jove Investments, Ltd., Harvison Family Irrevocable Trust, Randall W. Harvison, Randall W. Harvison Dynasty Trust, Kay L. Parker, Kay L. Parker Dynasty Trust, Michael G. Harvison, Michael G. Harvison Dynasty Trust, Hope E. Harvison Anthony, Hope Harvison Anthony Dynasty Trust, Hollie B. Harvison, Hollie B. Harvison Dynasty Trust, Stacie Woodcock, together with each of their respective current and former officers, directors, general partners, limited partners, managers, members, agents, employees, attorneys, successors, affiliates, parents, subsidiaries, heirs, beneficiaries, and assigns (collectively, the “Released Parties”), from any and all claims that were brought or could have been brought in the Actions, and from any and all claims relating to or arising from, in any way, the operations of Think Finance, whether arising under local, state, tribal or federal law (including, without limitation, under any consumer protection or unfair and deceptive practices laws), whether by constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated the (“Released Claims”). The “Released Parties” shall not include L. Stephen Haynes, Sovereign Business Solutions, and Haynes Investments, LLC.

a. Without limiting the foregoing, the claims released above as to the Released Parties specifically include claims that the Named 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, become effective. The Named Plaintiffs acknowledge that they each have read, understand, and waive, on behalf of themselves and 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.

Named 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, Named Plaintiffs acknowledge on behalf of themselves and the Settlement Class Members that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims against the Released Parties, 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.

4.2 Scope of Release. The releases in Section 4.1 shall apply to and bind Named Plaintiffs and all Settlement Class Members 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 7.3 of this Agreement and the Preliminary Approval Order.

4.3 Dismissal. Provided that the Final Approval Order is entered, the Parties shall work together to file stipulations or other appropriate documents requesting dismissal of the Actions as to the Defendants with prejudice within ten (10) days of the Effective Date.

V. NOTICE AND SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator. Subject to approval by the District Court, the Settlement Administrator shall be responsible for administering the Settlement in accordance with this Agreement, including distribution of the residual Settlement Fund to the Litigation Trust for the benefit of the Settlement Class, withholding and paying of any applicable taxes by or on behalf of the Litigation Trust, and other duties as provided herein or by applicable Court orders. The Settlement Administrator may disburse money from the Settlement Fund only in accordance with this Agreement and applicable orders of the Court, upon receiving written consent (which may be provided via email) from Class Counsel. The actions of the Settlement Administrator shall be governed by the terms of this Agreement. The Parties shall provide information reasonably requested by the Settlement Administrator pursuant to this Agreement. The Parties further agree:

- a. Class Counsel shall be responsible for directing the Settlement Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Class Counsel shall be responsible for directing the use of any of the Settlement Fund, as

and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. Defendants shall have no responsibility to make any filings relating to the Settlement Fund and shall have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund. Other than as specifically set forth herein, Defendants shall have no responsibility for the payment of taxes or tax expenses.

b. The Escrow Account for receipt of the Monetary Consideration shall be a noninterest-bearing account.

c. Upon distribution of the Monetary Consideration by the Escrow Agent to the Settlement Administrator, the Settlement Administrator shall have solely responsible for the funds and shall be solely responsible for compliance with all tax laws, the payment of any taxes that are or become payable due to the receipt or holding of the Settlement Fund.

d. Upon distribution of the Settlement Fund to the Litigation Trust, the Litigation Trustee shall be solely responsible for compliance with all tax laws, the payment of any taxes that are or become payable by the Litigation Trust, and making all filings and all disclosures required of the Litigation Trust.

5.2 Costs of Notice and Administration. The costs of notice and administration shall be paid entirely from the Settlement Fund and/or Litigation Trust.

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

a. 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 prospective Settlement Class Members within thirty (30) days after the date of entry of the Preliminary Approval Order at the most recent email address in the Settlement Administrator's electronic records. 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 mailed via first class mail to prospective 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 Settlement Administrator deems proper, prior to mailing. Returned Direct Notices will be re-mailed if they are returned within twenty (20) days of the postmark date of the Direct Notice and contain a forwarding address. No further emailed or mailed notice shall be required except as otherwise expressly provided herein.

b. The Settlement Administrator will establish and continue to maintain an Internet site on which will be posted the Direct Notice as well as the Class Action Complaints; this Agreement; any motions and memoranda seeking approval of this Settlement, approval of attorneys' fees and costs, or approval of Named Plaintiffs' service awards; any orders of the District Court relating to this Settlement; and any other information the Parties agree is necessary and appropriate. The Direct Notice shall direct recipients to the location of the Internet site. The website shall make available a form that allows Settlement Class Members to update their mailing addresses; Settlement Class Members may also contact the Settlement Administrator by telephone or mail to update their mailing addresses. Within thirty (30) days after entry of the Preliminary Approval Order, the website shall allow

Settlement 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 Settlement Administrator) and last name. The website shall be updated with this Settlement information within five (5) days after entry of the Preliminary Approval Order and shall remain active until Class Counsel deems it is appropriate to terminate the website.

c. The Parties shall have the right to audit the work of the Settlement Administrator at any time.

d. At Defendants' request, the Settlement Administrator shall provide the disclosures necessary for Defendants' compliance with the notice provisions of the CAFA.

5.4 Certification to the District Court. No later than twenty-one (21) days before the Final Fairness Hearing, the Settlement 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 Preliminary Approval Order as entered by the District Court.

VI. DISPUTE RESOLUTION

6.1 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. Any dispute that cannot be resolved by the Parties shall be submitted, not earlier than thirty (30) days after written notice of the dispute was first given, to United States Magistrate Judge Mark Colombell for a recommendation. In the event any Party disagrees with the written recommendation, the Party must file a motion in the Consolidated Action to address the issue within ten (10) days of receiving the recommendation.

VII. PRELIMINARY APPROVAL ORDER AND FINAL FAIRNESS HEARING

7.1 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 2.

7.2 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 prospective Settlement Class Members to be excluded must be in writing and mailed to the Settlement Administrator. All Settlement Class Members will have at least forty-five (45) days after entry of the Preliminary Approval Order to opt out of the Settlement. An appropriate written request for exclusion must be personally signed by the Settlement Class Member and must include: (i) the name of this case; (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." 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.

b. Delivery to Parties/Filing with District Court. The Settlement Administrator shall provide copies of the original requests for exclusion to the Parties by no later than five (5) days after the opt-out deadline. Not later than twenty-one (21) days before the Final Fairness Hearing, the Settlement 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 the Actions, and will preserve their ability to independently pursue any individual 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.

7.3 Objections to Settlement.

a. Right to Object. Any Settlement Class Member who has not previously opted out as provided in Section 7.3 may appear at the Final Fairness Hearings 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 Named 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 in the District Court in a writing. Settlement Class Members will have at least forty-five (45) days after entry of the Preliminary Approval Order to object to the Settlement. Notwithstanding this deadline, objections solely as to attorneys' fees or service awards may be made no

later than fourteen (14) days after the filing of a motion for the award of attorneys' fees and/or service awards.

c. Content of Objections. All objections must include: (i) the name of this case; (ii) the objector's name, address, email address and telephone number; (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (iv) any factual basis and legal grounds for the objection to the Settlement; (v) the name of counsel for the objector (if any), including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for service awards; and (vi) whether he or she intends to appear at the Final Fairness Hearing on his or her own behalf or through counsel. Counsel representing an objecting Settlement Class Member must enter an appearance in this case. No *pro se* objection shall be rejected merely because it does not fully comply with these instructions.

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

VIII. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

8.1 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 the Consolidated Action in a form that the Parties propose to the District Court which will provide:

- a. That the case, for purposes of this Settlement, may be maintained as a class action on behalf of the Settlement Class;
- b. That Named Plaintiffs fairly and adequately represent the interests of the Settlement Class;

- c. That Class Counsel fairly and adequately represent Plaintiffs and the Settlement Class;
- d. That the Direct Notice and Internet Notice 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 IV above;
- f. 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;
- g. That this Settlement should be, and is, approved;
- h. The amounts of the attorneys' fees, costs, and Named Plaintiffs' service awards;
- i. Confirmation of the opt outs from the Settlement;
- j. Overruling of objections, if any;
- k. Dismissal, on the merits and with prejudice, of all claims and an injunction prohibiting all Settlement Class Members or their representatives or privies from bringing, joining, or continuing to prosecute the Released Claims against any of the Released Parties and entering judgment thereon; and
- l. Retention of jurisdiction over all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Settlement.

IX. TERMINATION OF SETTLEMENT

9.1 Non-Approval of Settlement. If the District Court declines to preliminarily or finally approve, or requires material modification of the Agreement, the Parties shall request that

the Actions continue to be stayed for a period of thirty (30) days to allow the Parties to meet and confer in good faith with regard to how to address any questions raised and/or changes required by the District Court, including whether to accept the Agreement as modified by the District Court or modify the Agreement for resubmission to the District Court for approval. If within thirty (30) days after entry of the District Court's order denying preliminary or final approval or requiring material modification of the Agreement, the Parties do not agree to accept the Agreement as modified by the District Court or fail to agree to modify the Agreement for resubmission to the District Court for approval, any Party may unilaterally terminate the Agreement, as to that Party, by providing written notice of this election to all Parties. In such an event, nothing in this Agreement or filed in connection with seeking approval of the Settlement shall be construed as an admission or concession of any fault, wrongdoing, or liability of any kind, nor are Defendants estopped or otherwise precluded from challenging any of the allegations in further proceedings in the Actions or any other action. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the dates that Plaintiffs initiated the Actions, 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, and the Settlement Administrator shall refund by wire transfer or check within fifteen (15) days of such termination the Monetary Consideration paid by Defendants into the Settlement Fund according to the amounts respectively paid by Defendants, less any out of pocket expenses that were paid for notice and administration of the Settlement. Likewise, in the event that this Settlement is approved without material modification by the District Court, but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from this Settlement and return to the *status quo ante* as of the dates that Plaintiffs initiated the Actions for all litigation purposes, as if no agreement had been negotiated or entered into, 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, and the Settlement Administrator shall refund by wire transfer or check within fifteen (15) days the Monetary Consideration, less any out of pocket expenses that were paid for notice and administration paid by Defendants into the Settlement Fund.

X. MISCELLANEOUS PROVISIONS

10.1 Further Assurance. Each of the Parties shall execute all documents and perform all acts required by the terms of this Agreement.

10.2 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.

10.3 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. 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, and/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.

10.4 Entire Agreement. This Agreement (along with the attached Consent to Settle and Release and SCV's Settlement and Release Agreement with the Litigation Trust) constitutes the entire agreement between and among the Parties with respect to the Settlement of the Actions. This Agreement supersedes all prior negotiations and agreements with respect to the Parties.⁴ 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.

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

10.6 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

⁴ Notwithstanding Section 10.4, and as set forth in Section 10.15 below and the Consent to Settle and Release Agreement between the Litigation Trust and Defendants, and the Settling Shareholder Defendants attached hereto as Exhibit 3, this Agreement does not supersede the Consent to Settle and Release. The Consent to Settle and Release is a material condition and requirement of this Agreement. If, for any reason, the Consent to Settle and Release is terminated or not enforceable, this Agreement shall be considered terminated under Section IX of this Agreement and Defendants shall be entitled to receive all Monetary Consideration in the amount of their respective contributions.

of this Agreement, and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever.

10.7 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. Each of the Named Plaintiffs has personally signed this Agreement.

10.8 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.

10.9 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. Any invalidity of the Consent to Settle and Release shall be a material term that invalidates the entire Agreement.

10.10 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.

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

10.12 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:

If to Plaintiffs or the Settlement Class:

Kristi C. Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, Virginia 22030
kkelly@kellyguzzo.com

with a copy to:

Anna Claire Haac
Tyco & Zaverei LLP
1828 L Street NW
Suite 1000
Washington, DC 20036
Telephone: (202) 417-3654
Facsimile: (202) 973-0950
Email: ahaac@tzlegal.com

If to Elevate or the Shareholder Defendants:

Reese Marketos LLP
Joel W. Reese
750 N. Saint Paul St., Suite 600
Dallas, Texas 75201
joel.reese@rm-firm.com

with a copy to

Armstrong Teasdale LLP
Richard L. Scheff
2005 Market Street
One Commerce Square, Floor 29
Philadelphia, PA 19103
rlscheff@atllp.com

If to SCV:

Martyn B. Hill
Pagel, Davis & Hill, P.C.
1415 Louisiana, 22nd Floor
Houston, Texas 77002
mbh@pdhlaw.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.

10.13 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.

10.14 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.

10.15 Dismissal of Adversary Proceedings. This Agreement is contingent upon agreement from the Litigation Trust to settle and release the claims asserted against Defendants and the Released Parties in adversary case numbers 3:20-ap-03099 and 3:19-ap-3201, part of the jointly-administered bankruptcy cases styled *In re Think Finance, LLC*, Case No. 17-33964, pending in the United States Bankruptcy Court for the Northern District of Texas. This Settlement will not be effective unless Plaintiffs obtain consent and approval from the Litigation Trust of the Consent to Settle and Release attached hereto as Exhibit 3. Written confirmation of the Litigation Trust's consent must be provided to Defendants within five (5) days of the execution of this Agreement. Because this Settlement will not be effective without the consent and approval of the Litigation Trust, Plaintiffs acknowledge and agree that they cannot move for preliminary approval of the Settlement unless Plaintiffs obtain such consent and approval from the Trustee of the Litigation Trust.

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

Dated: Feb 3, 2022, 2022

By: *Darlene Gibbs*
Darlene Gibbs (Feb 3, 2022 13:29 EST)
 Darlene Gibbs
 Plaintiff

Dated: _____, 2022

By: _____
 Stephanie Edwards
 Plaintiff

Dated: _____, 2022

By: _____
 Lula Williams
 Plaintiff

10.15 Dismissal of Adversary Proceedings. This Agreement is contingent upon agreement from the Litigation Trust to settle and release the claims asserted against Defendants and the Released Parties in adversary case numbers 3:20-ap-03099 and 3:19-ap-3201, part of the jointly-administered bankruptcy cases styled *In re Think Finance, LLC*, Case No. 17-33964, pending in the United States Bankruptcy Court for the Northern District of Texas. This Settlement will not be effective unless Plaintiffs obtain consent and approval from the Litigation Trust of the Consent to Settle and Release attached hereto as Exhibit 3. Written confirmation of the Litigation Trust's consent must be provided to Defendants within five (5) days of the execution of this Agreement. Because this Settlement will not be effective without the consent and approval of the Litigation Trust, Plaintiffs acknowledge and agree that they cannot move for preliminary approval of the Settlement unless Plaintiffs obtain such consent and approval from the Trustee of the Litigation Trust.

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

Dated: _____, 2022

By: _____
Darlene Gibbs
Plaintiff

Dated: Feb 3, 2022, 2022

By: 
Stephanie Edwards (Feb 3, 2022 14:00 EST)
Stephanie Edwards
Plaintiff

Dated: _____, 2022

By: _____
Lula Williams
Plaintiff

10.15 Dismissal of Adversary Proceedings. This Agreement is contingent upon agreement from the Litigation Trust to settle and release the claims asserted against Defendants and the Released Parties in adversary case numbers 3:20-ap-03099 and 3:19-ap-3201, part of the jointly-administered bankruptcy cases styled *In re Think Finance, LLC*, Case No. 17-33964, pending in the United States Bankruptcy Court for the Northern District of Texas. This Settlement will not be effective unless Plaintiffs obtain consent and approval from the Litigation Trust of the Consent to Settle and Release attached hereto as Exhibit 3. Written confirmation of the Litigation Trust's consent must be provided to Defendants within five (5) days of the execution of this Agreement. Because this Settlement will not be effective without the consent and approval of the Litigation Trust, Plaintiffs acknowledge and agree that they cannot move for preliminary approval of the Settlement unless Plaintiffs obtain such consent and approval from the Trustee of the Litigation Trust.

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

Dated: _____, 2022

By: _____
Darlene Gibbs
Plaintiff

Dated: _____, 2022

By: _____
Stephanie Edwards
Plaintiff

Dated: Feb 3, 2022 _____, 2022

By:  _____
Lula Williams
Plaintiff

Dated: **Feb 3, 2022**, 2022

By: *Patrick Inscho*
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: 2/3/2022, 2022

By: _____
DocuSigned by:
Sharon Burney
C1C6F1114F004B1...
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: 2/3/2022, 2022

By: _____

Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: 2/3/2022, 2022

By: _____

Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: **Feb 2, 2022**, 2022

By:  _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: 2/3/2022, 2022

By: _____

D02ECC0A0260403...
Kimetra Brice
Plaintiff

Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

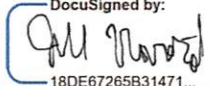
Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff

Dated: 2/3/2022, 2022

By: _____

Jill Novorot
Plaintiff

Dated: _____, 2022

By: _____
George Hengle
Plaintiff

Dated: _____, 2022

By: _____

Dated: _____, 2022

By: _____
Patrick Inscho
Plaintiff

Dated: _____, 2022

By: _____
Sharon Burney
Plaintiff

Dated: _____, 2022

By: _____
Chastity McNeil
Plaintiff

Dated: _____, 2022

By: _____
Alicia Patterson
Plaintiff

Dated: _____, 2022

By: _____
Earl Browne
Plaintiff

Dated: _____, 2022

By: _____
Kimetra Brice
Plaintiff


Dated: _____, 2022

By: _____
Jill Novorot
Plaintiff

Dated: **Feb 2, 2022**, 2022

By: 
[george hengle \(Feb 2, 2022 18:42 EST\)](#)
George Hengle
Plaintiff

Dated: Feb 2, 2022, 2022

By: 
Tamara Price (Feb 2, 2022 18:59 EST)

Tamara Price
Plaintiff

Dated: _____, 2022

By: _____
Lawrence Mwethuku
Plaintiff

Dated: _____, 2022

ELEVATE CREDIT, INC.

By: _____
Its: _____

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____
Its: _____

Dated: _____, 2022

By: _____
Linda Stinson

Dated: _____, 2022

By: _____
Michael Stinson

Dated: _____, 2022

By: _____
Stephen J. Shaper

Dated: _____, 2022

By: _____
Startup Capital Ventures, L.P.

Dated: _____, 2022

By: _____
Tamara Price
Plaintiff

Dated: Feb 2, 2022, 2022

By: 
Lawrence Mwethuku (Feb 2, 2022 18:16 EST)
Lawrence Mwethuku
Plaintiff

Dated: _____, 2022

ELEVATE CREDIT, INC.

By: _____

Its: _____

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____

Its: _____

Dated: _____, 2022

By: _____
Linda Stinson

Dated: _____, 2022

By: _____
Michael Stinson

Dated: _____, 2022

By: _____
Stephen J. Shaper

Dated: _____, 2022

By: _____
Startup Capital Ventures, L.P.

Tamara Price
Plaintiff

Dated: _____, 2022

By: _____
Lawrence Mwethuku
Plaintiff

Dated: February 3, 2022

ELEVATE CREDIT, INC.

By: _____
Its: President & CEO

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____
Its: _____

Dated: _____, 2022

By: _____
Linda Stinson

Dated: _____, 2022

By: _____
Michael Stinson

Dated: _____, 2022

By: _____
Stephen J. Shaper

Dated: _____, 2022

By: _____
Startup Capital Ventures, L.P.

Dated: _____, 2022

By: _____

Tamara Price
Plaintiff

Dated: _____, 2022

By: _____

Lawrence Mwethuku
Plaintiff

Dated: _____, 2022

ELEVATE CREDIT, INC.

By: _____

Its: _____

Dated: 2-3 _____, 2022

7HBF NO. 2, LTD,

Associated Properties - GP, LLC

By: _____

Its: manager.

Dated: _____, 2022

By: _____

Linda Stinson

By: _____

Its: _____

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____

Its: _____

Dated: February 3, 2022

By: 
Linda Stinson

Dated: February 3, 2022

By: 
Michael Stinson

Dated: _____, 2022

By: _____
Stephen J. Shaper

Dated: _____, 2022

By: _____
Startup Capital Ventures, L.P.

Tamara Price
Plaintiff

Dated: _____, 2022

By: _____
Lawrence Mwethuku
Plaintiff

Dated: _____, 2022

ELEVATE CREDIT, INC.

By: _____

Its: _____

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____

Its: _____


Dated: _____, 2022

By: _____
Linda Stinson

Dated: _____, 2022

By: _____
Michael Stinson

Dated: February 3, 2022

By: 
Stephen J. Shaper

Dated: _____, 2022

By: _____
Startup Capital Ventures, L.P.

Tamara Price
Plaintiff

Dated: _____, 2022

By: _____
Lawrence Mwethuku
Plaintiff

Dated: _____, 2022

ELEVATE CREDIT, INC.

By: _____

Its: _____

Dated: _____, 2022

7HBF NO. 2, LTD,

By: _____

Its: _____

Dated: _____, 2022

By: _____
Linda Stinson

Dated: _____, 2022

By: _____
Michael Stinson

Dated: _____, 2022

By: _____
Stephen J. Shaper

Dated: February 3, 2022

By: 
Startup Capital Ventures, L.P.

APPROVED AS TO FORM:

Dated: Feb. 3, 2022

KELLY GUZZO, PLC

By: 

Andrew J. Guzzo

Attorneys for Plaintiffs

Dated: Feb 3, 2022

CONSUMER LITIGATION ASSOCIATES,
P.C.

By: 

Leonard A. Bennett

Attorneys for Plaintiffs

Dated: _____, 2022

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By: _____

Anna Haac

Attorneys for Plaintiffs

Dated: _____, 2022

REESE MARKETOS LLP

By: _____

Pete Marketos

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Stinson, Stephen J. Shaper, and 7HBF No. 2,
Ltd.

Dated: _____, 2022

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Martyn B. Hill

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Dated: February 3 _____, 2022

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Dated: _____, 2022

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Pete Marketos

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