

If You Obtained a Loan or Line of Credit from Great Plains Lending, Plain Green, MobiLoans, Or First Bank of Delaware You Could Get Loan Forgiveness and a Cash Payment from a Settlement.

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

- Read this Notice. It states your rights and provides you with information regarding a proposed settlement of a nationwide Class Action (“Settlement”) against companies known as Great Plains Lending LLC, Plain Green LLC, MobiLoans LLC, Think Finance, Inc., GPLS, Sentinel Resources, LLC and against Mark Curry (“Defendants”).
- This Notice is a summary of information about the Settlement and explains your legal rights and options because you are a member of the class of borrowers who will be affected if the Settlement is approved by the Courts. The complete terms of the proposed Settlement are available at the Settlement website, **www.ThinkFinanceSettlement.com**. You may also obtain further information about the Settlement at the following telephone number: 1-877-830-7932
- Lawsuits were brought on behalf of all individuals who obtained a loan or line of credit during certain periods from Great Plains Lending, or Plain Green, or MobiLoans. Think Finance is currently in bankruptcy. Defendants denied all allegations in these lawsuits.
- As part of the proposed Settlement, all Plain Green loans made prior to June 1, 2016, Great Plains Lending loans, and cash advances on MobiLoans lines of credit prior to May 6, 2017, will be cancelled if still unpaid. Any credit reporting of these loans and lines of credit will be deleted by the credit bureaus. In addition, you may be entitled to a cash payment.
- The lawsuits claimed that the loans and lines of credit were made at annual interest rates greater than what is permitted by state law or the lenders did not have a license to lend when one was required, making the loans illegal, deceptive, or unfair under various state and federal laws.
- The Pennsylvania Attorney General (“PA AG”) filed its own lawsuit on behalf of the Commonwealth of Pennsylvania and state consumers (“Pennsylvania Case”) against some of the Defendants and also asserts similar allegations regarding loans made to Pennsylvania consumers by First Bank of Delaware, which no longer operates.
- The Consumer Financial Protection Bureau (“CFPB”) has filed a lawsuit on behalf of consumers in 17 states arising largely out of the same loans and lines of credit (“CFPB Case”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will remain a member of the Settlement Class and may be eligible for benefits, including cash payments. You will give up rights to ever sue the Defendants and others about the legal claims that are in the lawsuits.
EXCLUDE YOURSELF	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement. If you opt out and did not file a proof of claim in the Think Finance Bankruptcy (discussed below), your rights to any recovery may be further limited.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, you may write to the Courts about why you don’t like the Settlement or why the Courts should not approve it.

1. WHY IS THERE A NOTICE?

This Notice is about a proposed nationwide Settlement that will be considered by two federal courts, the United States Bankruptcy Court in Dallas, Texas, and the United States District Court in Richmond, Virginia (the “Courts”). The Settlement must be approved by these Courts. In addition, because Think Finance is in bankruptcy and this Settlement includes a proposed Plan of Reorganization (the “Plan”), the Bankruptcy Court must approve the Plan in order for the Settlement to be effective.

The nationwide Consumer Claims are being settled in these Courts:

- The District Court for the Eastern District of Virginia in *Gibbs, et al. v. Plain Green, LLC, et al.*, Case No. 3:17-cv-495; and
- The Bankruptcy Court for the Northern District of Texas (Think Finance bankruptcy), in *In re Think Finance, LLC*, Case No. 17-33964.

This Settlement also resolves *Commonwealth v. Think Finance, Inc.*, Case No. 2-14-cv-07139 in the District Court for the Eastern District of Pennsylvania, and *CFPB v. Think Finance, LLC*, Case No. 4-17-cv-00127 in the District Court for the District of Montana.

2. WHAT ARE THESE LAWSUITS ABOUT?

The claims involved in the Settlement arise out of loans and lines of credit made in the name of three companies that are owned by Native American Indian Tribes; Great Plains Lending LLC, Plain Green LLC, and MobiLoans LLC (“Tribal Companies”), and one bank, the First Bank of Delaware (“FBD”). Services were provided to the Tribal Companies by several companies owned by Think Finance, Inc. (together called, “Think Finance”) and by an individual, Mark Curry and his company Sentinel Resources, LLC (together, “Curry”). Several other companies (together called “GPLS”) were involved in these loans as investors. Think Finance also provided services to FBD, though only FBD borrowers located in Pennsylvania are part of this Settlement. The term “loans” refers to both installment loans and cash advances on lines of credit.

The Plaintiffs in these cases claim that Think Finance, GPLS, Curry, Great Plains Lending, Plain Green, and/or MobiLoans (collectively, “Defendants”) violated federal and various state laws by: (a) making and collecting loans with annual interest rates in excess of the amount allowed by state law, (b) lending to consumers when these entities were required to have a license from a state to lend to consumers and they did not have that license, (c) servicing or collection activities, or (d) their involvement in and support of other parties’ conduct.

The PA AG’s lawsuit was filed against Think Finance and GPLS. This was the only lawsuit to involve claims concerning FBD loans and is limited to consumers in Pennsylvania. CFPB sued only Think Finance, and its lawsuit is limited to consumers in Arizona, Arkansas, Colorado, Connecticut, Illinois, Indiana, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, and South Dakota. The Plaintiffs, the PA AG and the CFPB also have alleged similar violations of federal and state laws in the Think Finance bankruptcy case.

Defendants vigorously deny any wrongdoing. They assert that the loans are legal because the rates and terms were authorized under the respective laws of the Native American Indian Tribes that own and operate Great Plains Lending, Plain Green, and MobiLoans (and under federal law for FBD loans) and because the borrowers each explicitly agreed that those tribal laws governed the loans. Defendants also defend the consumers’ claims on a number of additional grounds, including that the loans’ rates and terms were fully disclosed, that the loans benefitted the consumers, that the Tribal Companies are immune from suit, and that consumers agreed to arbitrate any disputes.

Important case documents may be accessed at the Settlement website, www.ThinkFinanceSettlement.com.

3. WHY IS THIS A CLASS ACTION?

In a class action or proceeding, one or more people, called class representatives, bring an action on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are a class or class members, except for those who exclude themselves from the class. Here, the Plaintiffs have filed a Consumer Claim in the bankruptcy case of Think Finance on behalf of the Class and have also filed suit against the other Defendants.

4. WHY IS THIS CASE IN BANKRUPTCY COURT?

The Think Finance companies filed for bankruptcy protection in 2017, and they have limited money and other assets to pay people and businesses that claim to be owed money. Bankruptcy law protects troubled businesses and provides for payments to creditors through reorganization or liquidation. To resolve their bankruptcy cases, the Think Finance companies are proposing to use some of their assets to pay claims, including creating a fund to pay Class Members as part of the Settlement, and are proposing to transfer some assets to new companies owned by Think Finance's parent. After this is completed, Think Finance will dissolve.

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

You are a member of the Settlement Class and would be affected by the Settlement if you obtained:

- A loan(s) from Plain Green prior to June 1, 2016,
- A loan(s) from Great Plains Lending,
- A cash advance prior to May 6, 2017 pursuant to a line of credit from MobiLoans, or
- A ThinkCash loan(s) from FBD in Pennsylvania.

If you received this Notice, we believe you are a member of the Settlement Class and you will be a Settlement Class Member unless you exclude yourself.

6. WHAT DOES THE SETTLEMENT PROVIDE AND HOW MUCH WILL MY PAYMENT BE?

The Defendants have agreed to provide the following benefits and others more fully described at the Settlement website, www.ThinkFinanceSettlement.com:

- Loan Forgiveness:** Any covered loan or covered cash advance on a line of credit will be adjusted to a zero balance. For those loans and lines of credit, Class Counsel will seek a court order requiring applicable consumer reporting agencies to remove any credit reporting and Defendants will inform Class Counsel of any court where they had obtained a collection judgment on those loans.
- Consumer Refunds:** A fund will be created to provide refunds to some Class Members. The cash fund will come from assets of Think Finance Bankruptcy (approximately \$39,000,000) and from settlements with the other Defendants in the Eastern District of Virginia case (approximately \$16,750,000).

If the Settlement receives the Courts' approval, and if you are entitled to any payment, a check for your portion will be mailed to you automatically. The amount of your check will depend on what you paid in principal and/or what you paid in interest above your state's legal limits, as well as the amount of money available in the settlement fund. The list of the rate by state used in this Settlement is available on the Settlement website, www.ThinkFinanceSettlement.com. You will only get a proportionate share of the recovery (because the total in settlement funds available likely will be insufficient to pay everyone a full refund). You may also go to the website to determine whether you would receive a payment, and you can contact the Administrator, using the contact information below, to obtain an estimate of the amount you likely would receive if the settlement is approved.

The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move.

You will **not** receive a cash payment, but will receive other benefits if you:

- Did not make any payments on your Great Plains Lending, Plain Green, MobiLoans, or FBD loan; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the principal on your loan; or
- Lived 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, and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada (which had no interest restrictions).

- c. **Future Recoveries:** It is possible that the fund will also receive amounts as a result of future lawsuits or claims being pursued by a Litigation Trustee as part of the Think Finance bankruptcy Plan or against other non-settling defendants in other lawsuits.
- d. **Other Benefits:** The Tribal Companies have also agreed not to sell or transfer any remaining unpaid accounts covered by the Settlement to any third party, and information regarding any previously sold accounts will be provided to Class Counsel. Think Finance has also agreed to not make any loans, or in certain states to provide certain types of services to lenders and will become subject to a court order filed in the CFPB Case containing these and other restrictions.

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

Nothing. *If you are entitled to a cash payment*, the Settlement Administrator will mail you a check automatically approximately 60 days after the Courts grant final approval to the Settlement and any appeals are resolved. The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move. You can contact the Settlement Administrator at the telephone number or address below if your address has changed.

For information about whether you will qualify for a cash payment, go to www.ThinkFinanceSettlement.com or call 1-877-830-7932.

8. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit concerning the claims relating to your Great Plains Lending, Plain Green, or MobiLoans loan(s) or any FBD loan made to you in Pennsylvania. This means that you will not be able to pursue or recover any additional money from the Released Parties beyond what you receive as part of this Settlement. The Released Parties include: Great Plains Lending, Plain Green, MobiLoans, Victory Park Capital Advisors, Victory Park Management, LLC, GPL Servicing, Ltd., GPL Servicing, Agent, LLC, Scott Zennick, Jeffrey Schneider, Thomas Welch, Mark Curry, Sentinel Resources, LLC, Red Stone, LLC, SOL Partners and Think Finance entities, for their role in making, investing, collecting on, or providing services related to these loans.

Staying in the Class will also mean that you release all claims against the Released Parties arising out of or relating in any way to your Great Plains Lending, Plain Green, or MobiLoans loan(s) or any FBD loan made to you in Pennsylvania, regardless of whether such claim is known or unknown, asserted or as yet un-asserted. Staying in the Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you.

The Settlement provides that the Consumer Claims, the Pennsylvania Case, and the CFPB Case will be resolved with no further litigation against those Defendants who are part of the Settlement. Those Defendants, and certain related companies and individuals, will be released from all further liability related to the loans within the scope of the Settlement, or related conduct. In addition, as provided in the bankruptcy Plan, certain of the Think Finance assets will be retained and transferred to reorganized companies owned by Think Finance's parent. The Tribal Companies will not be restricted in their future lending activities for new loans except as set forth in the Settlement.

The complete Release and list of Released Parties can be found in the Settlement Agreement, which is available on the Settlement website at www.ThinkFinanceSettlement.com.

9. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from this Settlement, you must send an "Exclusion Request" by mail. You may download a form to use from the Settlement website or you may send your own letter which must include:

- Your name, address, and telephone number,
- Last four digits of your social security number, or your account number with the Tribal Lender,
- A statement that you want to be excluded: "I request to be excluded from the class settlement in this case," and
- Your Signature.

Your Exclusion Request must be **postmarked** no later than September 16, 2019, to: Think Finance Settlement
c/o Settlement Administrator
P.O. Box 1387
Blue Bell, PA 19422

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

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

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

To object, you must send a letter stating your views to each of the parties listed below:

COURT (Think Finance bankruptcy case)

Clerk of the Court
United States Bankruptcy Court
Northern District of Texas
1100 Commerce St., Rm. 1254
Dallas, TX 75242-1496

COURT (Gibbs case)

Clerk of the Court
United States District Court
Eastern District of Virginia
701 E. Broad St.
Richmond, VA 23219

SETTLEMENT ADMINISTRATOR

Think Finance Settlement
c/o Settlement Administrator
P.O. Box 1387
Blue Bell, PA 19422

You should include the docket number on the front of the envelope and letter you file to the Court: “FOR THE THINK FINANCE CASE, NDTX BK Case No. 17-33964 and EDVA USDC Case No. 3:17-cv-495”.

All objections must include:

- Your name, address, telephone number and e-mail address,
- Your account number (if you know it) with the Tribal Lender,
- A sentence confirming that you are a Settlement Class Member,
- Factual basis and legal grounds for the objection to the Settlement, and
- A list of any prior cases in which you or your counsel have objected to a class settlement. Counsel representing an objecting Settlement Class Member must enter an appearance in these cases. If you want to appear personally at the hearings, you must state that in your Objection.

Objections must be filed with the above Courts and served on the above parties so that they are postmarked no later than October 18, 2019.

11. WHEN AND WHERE WILL THE COURTS DECIDE WHETHER TO APPROVE THE SETTLEMENT?

Each of the Courts will hold a hearing to decide whether to approve the Settlement.

The Bankruptcy Court will hold a final hearing on the fairness of the Settlement on November 6, 2019 in the courtroom of Judge Harlin D. Hale of the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce St., Dallas, TX 75242. At this hearing, the Bankruptcy Court will consider whether the Settlement is fair, reasonable, and adequate.

The Eastern District of Virginia will hold a final hearing on the fairness of the Settlement on November 1, 2019 at 1:00 p.m. in the courtroom of Judge M. Hannah Lauck of the United States District Court for the Eastern District of Virginia, 701 E. Broad St., Richmond, VA 23219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Courts will consider them at that time. The hearing may be moved to a different date or time without additional notice. Please check www.ThinkFinanceSettlement.com or call 1-877-830-7932 to be kept up-to-date on the date, time, and location of the hearings.

12. DO I HAVE TO COME TO THE HEARING?

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

13. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Settlement Class:

Kristi C. Kelly Andrew J. Guzzo Kelly Guzzo, PLC 3925 Chain Bridge Road, Suite 202 Fairfax, VA 22030	Leonard A. Bennett Elizabeth Hanes Consumer Litigation Associates, P.C. 763 J. Clyde Morris Blvd., Suite 1A Newport News, VA 23601
Anna C. Haac Tycko & Zaveeri, LLP 1828 L Street, NW, Suite 1000 Washington, DC 20036	Michael S. Etkin Lowenstein Sandler, LLP 1251 Avenue of the Americas New York, NY 10020 (In the Bankruptcy Case)

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

14. HOW WILL THE LAWYERS BE PAID?

As part of the proposed Think Finance Bankruptcy Plan that the Bankruptcy Court will consider for approval, Class Counsel and other lawyers involved in the Consumer Claims are seeking an award of \$8,500,000 for their attorneys' fees and costs, and the lawyers in the PA AG case are seeking an award of \$4,250,000 for their attorneys' fees and costs. Class Counsel are also permitted to ask the Court in the Eastern District of Virginia case for an award of attorneys' fees not to exceed 33% of the amount paid by Great Plains Lending, Plain Green, MobiLoans, Mark Curry, and Sentinel Resources, LLC. The amounts awarded by the Courts will reduce the distributions to Class Members.

Class Counsel will also ask the Courts to approve a \$7,500 payment to each of the twenty-four individual Plaintiffs in the Eastern District of Virginia and the bankruptcy litigation matters. The Plaintiffs were subject to extensive discovery and made substantial contributions in the prosecution of these lawsuits for the benefit of the Class. The Courts will ultimately decide how much Class Counsel and individual Plaintiffs will be paid.

The Settlement contains a number of detailed provisions for the allocation of the fund, including amounts to be paid for attorneys' fees and the distribution of leftover amounts. In some instances, the PA AG will receive leftover funds. The details for fund distribution are set forth in the settlement documents available on the website at www.ThinkFinanceSettlement.com.

15. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting www.ThinkFinanceSettlement.com, by calling the Settlement Administrator at 1-877-830-7932, or by contacting Class Counsel at the addresses above or by email to classcounsel@ThinkFinanceSettlement.com.

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