

FILED
CLERK OF COURTS
BROWN COUNTY OHIO
MAR 13 2026
L. CLARK GRAY
CLERK OF COURTS
SWEILER

: JUDGE SCOTT T. GUSWEILER
: Mag. Kenneth Zuk

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: NOTICE OF PROPOSED SETTLEMENT
: OF CLASS ACTION

: AND
: RIGHTS OF SUBCLASS A MEMBERS

~~17~~ 3/13/26

The Subclass A Class Representatives, Counsel for Plaintiffs and the class, and the Defendants and their counsel have entered into a proposed settlement of all claims raised in the Action against all of the Defendants. A summary of the terms of the Settlement Agreement are provided below. You may view the entire Settlement Agreement and selected related Pleadings on the website that has been set up for this litigation and can be found on-line at the following website: <https://BrownCountyOhioClassAction.com> . All pleadings in this Action can be viewed during normal business hours at the office of the Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121, during regular business hours.

The individual class representatives asserted for themselves and on your behalf that the Defendants violated your rights under Ohio's laws governing the sale and financing of

residential property when Defendants, using contracts entitled Rent to Own or Lease with Option to Buy, sold you the residence you currently occupy. Plaintiffs claim that these transactions and the manner in which they were administered and serviced by Defendants violated various state and federal laws that govern the sale and mortgaging of residential property. Specifically, it was Plaintiffs' contention that Defendants' contracts and practices violated, among other Ohio statutory provisions, Ohio's Residential Mortgage Lending Act, Ohio Consumer Sales Practices Act, Ohio Nonbank Mortgage Lender Law, and Ohio Consumer Sales Practices Act. Plaintiffs also claimed that these contracts and Defendants' practices also violated federal Truth in Lending Act (TILA), Home Ownership Equity Protection Act ("HOEPA"), and Consumer Credit Disclosure Act.

The Defendants have denied all of these claims. They assert, among other defenses, that these contracts and the manner in which they administered are not in the nature of a residential property sale, that they are subject only to Ohio's Landlord Tenant laws and that they are in compliance with all applicable laws.

As you have previously been notified, on July 25, 2023, the Common Pleas Court in Brown County previously certified this action to proceed on behalf of "All persons who entered into a "Rent-to-Own" or "Lease with Option to Buy" agreement with any Defendant to rent and/or purchase of residential real property in Ohio. . ." You have been identified as part of Subclass A, which includes: "All individuals who fit the Class Definition and who continue to perform under such contract." The proposed Settlement Agreement includes all claims asserted on behalf of your Subclass A. Leading up to and following the Certification of the Subclasses, the parties have engaged in extensive discovery including multiple depositions of the parties and exchanges of thousands of pages of documents. That discovery led to the Proposed Settlement Agreement.

On March 13, 2026, the Court entered an Order preliminarily approving the Proposed Settlement Agreement, requiring the Parties to send notice to all Subclass A members, and scheduled a hearing regarding the adequacy and fairness of the Agreement for April 16, 2026, at 9:00 am.

Summary of Terms of the Settlement

The Settlement Agreement includes the following, among other terms:

1. The Contracts between the parties will be replaced by deeds issued by Defendants secured by mortgages and promissory notes on the residential property described in each Contract for all Plaintiffs and class members who are current in their payment obligations to Defendants. This will occur on what is described as the "Final Transfer Date."
2. The new interest rate on the remaining payment obligation of Plaintiffs and Class Members to Defendants under shall be reduced from the prior 12% per annum rate under the Contracts to 7.5% calculated retroactive to October 1, 2025, under the mortgages and promissory notes.

3. The balance due to Defendants under the new mortgage agreements shall be the remaining balance payable and owing to Defendants under the existing Rent-to-Own and a Lease-with-Option-to-Buy Contracts adjusted as follows. For each year a Plaintiff or Class Member has paid Defendants under the Contracts up to October 1, 2025, the balance due shall be reduced by 1.5% multiplied by each year or part of a year the Contract was in existence up to a maximum of ten years. The balance owed on each Contract payable to Defendants shall be further reduced by the difference between the 12% interest rate paid on each Contract from October 1, 2025, to the Final Transfer Date and the established 7.5% interest rate for the same period.
4. Defendants will be responsible for payment of all real estate property taxes calculated up to the Final Transfer Date which would be owing and due on each parcel of real estate. The property tax payments will be made by Defendants by issuing checks payable to the appropriate county treasurer covering all tax periods up until the transfer date. By illustration, if the Final Transfer Date were May 1, 2026, Defendants would pay all taxes covering the July 1, 2025-December 31, 2025 period owing and due in July, 2026, and the proportionate amount of taxes covering January 1, 2026-April 30, 2026 period owing and due in February 2027.
5. Each Plaintiff and Class Member shall be responsible for securing property and casualty insurance for the property transferred to that Plaintiff or Class Member. Such insurer shall name the appropriate Defendant who is the obligee on the mortgage agreement as an additional insured.
6. The amount owing and due to Defendants under the mortgage agreement and promissory note, financed at the rate of 7.5% per annum, shall be for a period of fifteen years commencing at the Final Transfer Date.
7. Any ongoing dispute between the parties concerning whether a Plaintiff or Class Member is current under the Contract, or as the amount due under the Contract, shall be resolved by this Court.
8. The Agreement allows for the Plaintiffs' counsel to Petition the Court for an award of attorney fees and costs. Such an award if and when it is made, will not in any way reduce the financial benefit to any Subclass A Member. Such fees and compensation will, if and when ordered, be paid directly by Defendants.

Summary of Financial Benefits to Subclass A Members

Based on records supplied by Defendants and otherwise discovered by Plaintiffs through this lawsuit, Plaintiffs calculate that Subclass A Members collectively will have their principal balance lowered by approximately \$371,480.39, which is an average of \$6,296.28 per Subclass A Member. Additionally, Plaintiffs calculate that the value of the lowered interest rate (reducing all contracts interest charges from 12% to 7.5%) for the Class for

the remainder of the mortgage terms in the aggregate will be approximately \$3,359,768.30, which is an average financial benefit for each Subclass A Member of \$56,945.23 over the remaining term of new contract. All Subclass A members will receive similar financial benefits as all are subject to identical principal and interest rate adjustment formulas. It is important to understand that some class members will be getting less than these average amounts and some will receive more, depending on your circumstances.

Please Note - No opinion or advice concerning whether there are and the extent of any potential tax consequences of the proposed Settlement to individual Subclass A Members is being given or will be given by the Parties or their counsel. Each Subclass A Member's tax obligations and the determination thereof is the sole responsibility of each Class Members and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Subclass A Member.

Your Rights as A Member of Subclass A

1. Right to Object. As a Member of Subclass A your rights are affected by the Settlement summarized above. As such you have the right to object to the Proposed Settlement Agreement. You may do this by filing your written objections in the case of *Marck et al, vs. Thomas Partin et al*, Brown County Court of Common Pleas Case No: 2020-0399. You should explain specifically what your objection(s) is/are, stating the reasons for each objection. You are not required to have a lawyer to do this, but you have a right to have counsel of your choosing to represent you regarding your objections, but fees for your own counsel will be your responsibility. Your objections should either be mailed or delivered to: Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121. Objections must be received by the Court on or prior to April 15, 2026.

Unless the Court Orders Otherwise, Any Class Member Who Does Not Object Within The Time And In The Manner Set Out Above Shall Be Deemed To Have Waived Any Objections To The Settlement And Will Not Be Allowed To Present Objections At The Hearing.

Copies of any objections must be mailed by first class mail or emailed to following counsel for the parties:

Counsel for Plaintiff and Class:

John Woliver
Attorney for Plaintiffs
204 North Street
Batavia, OH 45103
Tel: (513) 732-1632
Fax: (513) 732-1639
jwoliver@fuse.net

Counsel for Defendants:

Alan H. Abes
DINSMORE & SHOHL LLP
Attorney for Defendants
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Phone: (513) 977-8149
Alan.abes@dinsmore.com

2. **Right to Participate in Hearing.** You have right, with or without an attorney, to attend and participate in the hearing scheduled for April 16, 2026, at 9:00 am., at which the Court will consider all objections timely filed with the Court and consider whether the Proposed Class Settlement Agreement fair, reasonable and adequate and should receive final approval. All orders and judgments entered by the Court regarding the Settlement, including whether to accept or reject an objection, are binding on all Subclass Members who have not opted out.
3. **Right to Opt Out.** You previously received notice of the pendency of this Class Action and were given an opportunity to opt-out of the litigation. At that time, you chose not to opt-out. You are not obligated to file anything with the Court if you are satisfied with Proposed Class Settlement Agreement and have not opted out or excluded yourself from the litigation. However, you have the right once again to opt out should you desire to do so. If you opt-out you will not be bound by any decision made or order entered in this case. However, if you choose to opt-out now and the Court approves the Settlement or otherwise enters future Orders or Judgments that would benefit the Class, you will not be able to receive the benefit of any such order.

To opt out at this time and exclude yourself from any settlement or future orders relating to this case, you must complete the enclosed Opt-Out Form, and file it with the court by mailing or delivering it to the Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121, on or before April 13, 2026.

What Happens If The Court Approves the Proposed Settlement

If the Settlement is approved, you will be notified of the time and location each Subclass A Member will meet with counsel and execute necessary papers and receive new amortization schedules that reflect the reduction in principal, interest and monthly payments as set out in the Settlement Agreement.

Additional Information

Please do not contact the Court or the Clerk of Court with questions or request for information.

If you have additional questions or need more information you should feel free to contact counsel of the parties listed above. Also, you can go online to the litigation website at <https://BrownCountyOhioClassAction.com>

Dated: March 13, 2026

By Order of the Court

A handwritten signature in black ink, appearing to read 'SCOTT T. GUSWEILER', written over a horizontal line.

JUDGE SCOTT T. GUSWEILER