IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE CONN'S, INC. SECURITIES LITIGATION	Civil Action No. 4:14-cv-00548 (KPE) (Consolidated Action)

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND MOTION FOR ATTORNEYS' FEES AND EXPENSES

If you purchased or otherwise acquired the publicly traded common stock and/or call options of Conn's, Inc. ("Conn's" or the "Company"), or sold/wrote Conn's put options, during the period from April 3, 2013 through December 9, 2014, inclusive (the "Class Period") and were damaged thereby, you may be entitled to a payment from a class action settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- The purpose of this Notice is to inform you of (i) the pendency of the above-captioned securities class action (the "Action"); (ii) the proposed settlement of the Action (the "Settlement") on the terms and conditions provided for in the Stipulation and Agreement of Settlement, dated as of June 13, 2018 (the "Stipulation");[1] and (iii) the hearing to be held by the Court (the "Settlement Hearing"). At the Settlement Hearing, the Court will consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the net proceeds of the Settlement to eligible members of the Class (the "Plan of Allocation") should be approved; (iii) Class Counsel's application for attorneys' fees and expenses; and (iv) certain other matters. Please read this Notice carefully. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Class.[2]

- If approved by the Court, the Settlement will create a $22.5 million cash fund, plus any interest earned thereon, for the benefit of eligible Class Members, less any attorneys' fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.

- The Settlement resolves claims by Court-appointed Lead Plaintiffs and Class Representatives Laborers Pension Trust Fund – Detroit and Vicinity ("Detroit"), Connecticut Carpenters Pension Fund and Connecticut Carpenters Annuity Fund ("Connecticut"), St. Paul Teachers' Retirement Fund Association ("St. Paul"), and Universal Investment Gesellschaft m.b.H. ("Universal") (collectively, "Class Representatives" or "Lead Plaintiffs") that have been asserted on behalf of the Class against Conn's, Theodore Wright, and Michael J. Poppe (collectively, "Defendants"); avoids the costs and risks of continuing the litigation; pays money to eligible Class Members; and releases the Released Defendant Parties (defined below) from liability.

If you are a Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

[1] The Stipulation can be viewed at www.ConnsSecuritiesLitigation.com.

[2] All capitalized terms not otherwise defined in this Notice have the same meanings as defined in the Stipulation.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM POSTMARKED OR ONLINE NO LATER THAN NOVEMBER 10, 2018	The only way to be eligible to receive a payment from the Settlement Fund.
EXCLUDE YOURSELF BY SUBMITTING A WRITTEN REQUEST SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 20, 2018	If you exclude yourself from the Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Plaintiffs' Claims. *See* Question 13 below for details.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 20, 2018	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. If you object, you will still be a member of the Class. *See* Question 17 below for details.
GO TO A HEARING ON OCTOBER 11, 2018 AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 20, 2018	Ask to speak in Court about the Settlement. If you submit an objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. *See* Questions 20 and 21 below for details.
DO NOTHING	You will not be eligible to receive a payment from the Settlement Fund, you will give up rights, and you will still be bound by the Settlement.

- These rights and options**—and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Class's Recovery

1. Class Representatives have entered into the proposed Settlement with Defendants which, if approved by the Court, will resolve this Action in its entirety. Subject to Court approval, Class Representatives, on behalf of the Class, have agreed to settle the Action in exchange for a payment of $22,500,000 in cash (the "Settlement Amount"), which will be deposited into an interest-bearing escrow account (the "Settlement Fund"). The Net Settlement Fund (as defined below) will be distributed to eligible Class Members according to a Court-approved plan of allocation. The proposed Plan of Allocation is set forth on pages 13–19 below.

Estimate of Average Amount of Recovery Per Share

2. Based on Class Representatives' damages expert's estimate of the number of shares of Conn's common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, Class Representatives' expert estimates that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys' fees, litigation expenses, Taxes, and Notice and Administration Expenses, would be approximately $0.36 per allegedly damaged share.[3] If the Court approves the attorneys' fees and litigation expenses requested by Class Counsel (discussed below), the average recovery would be approximately $0.26 per allegedly damaged share. **Class Members should note, however, that the foregoing average recovery amounts are only estimates and Class Members may recover more or less than these estimated amounts.** A Class Member's actual recovery will be a portion of the Net Settlement Fund, determined by comparing the Class Member's "Recognized Claim" to the total Recognized Claims of all Class Members who timely submit valid Claim Forms, as described more fully below. An individual Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Class Member purchased or acquired Conn's common stock and/or call options, or sold/wrote put options, during the Class Period; and (iv) whether and when the Class Member sold Conn's common stock or options. *See* the Plan of Allocation beginning on page 13 for information on the calculation of your Recognized Claim.

Statement of Potential Outcome of Case

3. The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Class Representatives were to prevail on each claim asserted against Defendants. The issues on which the Parties disagree include, for example: (i) whether Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially false or misleading statements or omissions were made with the requisite level of intent or recklessness; (iii) the amounts by which the prices of Conn's common stock and options were allegedly artificially inflated (or deflated in the case of put options), if at all, during the Class Period; and (iv) the extent to which external factors, such as general market, economic and industry conditions, influenced the trading prices of Conn's common stock and options at various times during the Class Period.

4. Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions.

Statement of Attorneys' Fees and Expenses Sought

5. Class Counsel, on behalf of all Plaintiffs' Counsel, will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 20% of the Settlement Fund, which includes any accrued interest. Class Counsel will also apply for payment of litigation expenses incurred by Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed $1,500,000, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. If the Court approves the Fee and Expense Application in full, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately $0.10 per allegedly damaged share of Conn's common stock.

[3] An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

Reasons for the Settlement

6. For Class Representatives, the principal reason for the Settlement is the guaranteed cash benefit to the Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the risk that the United States Court of Appeals for the Fifth Circuit would reverse, in whole or in part, the District Court's ruling certifying the Class; the risk that the Court may grant some or all of the anticipated summary judgment motions to be filed by Defendants; the uncertainty inherent in the Parties' competing theories of liability and damages; the risks of litigation, especially in complex actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals).

7. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Class Members were damaged, the principal reason for entering into the Settlement is to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Attorneys' Representatives

8. Class Representatives and the Class are represented by Class Counsel: James M. Hughes, Esq., Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, (800) 768-4026, www.motleyrice.com, and Deborah Clark-Weintraub, Esq., Scott+Scott Attorneys at Law LLP, 230 Park Ave., 17th Floor, New York, NY 10169, (800) 404-7770, www.scott-scott.com.

9. Further information regarding this Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: Epiq Global, (855) 804-8547, www.ConnsSecuritiesLitigation.com, or Class Counsel.

Please Do Not Call the Court with Questions About the Settlement.

[END OF PSLRA COVER PAGE]

BASIC INFORMATION

1. Why did I get this Notice?

10. The Court authorized that this Notice be sent to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired the publicly traded common stock or options of Conn's during the period from April 3, 2013 through December 9, 2014, inclusive. **Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. *See* Question 10 below.**

11. This Notice is to inform you of the existence of this Action, that it has been certified as a class action by the Court, and of how you might be affected. It is also being sent to inform you of the terms of the proposed Settlement and of the Settlement Hearing to be held by the Court. The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement, and about all of their options, including whether or not to object or exclude themselves from the Class, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

12. The Court in charge of the Action is the United States District Court for the Southern District of Texas, and the case is known as *In re Conn's, Inc. Securities Litigation*, Civil Action No. 4:14-cv-00548 (KPE). The Action is assigned to the Honorable Keith P. Ellison, United States District Judge.

2. What is this case about?

13. This Action stems principally from Conn's allegedly false and misleading statements regarding changes to its underwriting and credit practices during the Class Period.

14. On March 5, 2014, a securities class action complaint was filed in this Court on behalf of a putative class of investors in Conn's common stock. Further securities class action complaints on behalf of putative classes of investors in Conn's common stock were filed in this Court on March 7, 2014, and May 5, 2014. All three complaints alleged a putative class period of April 3, 2013, through February 19, 2014, inclusive. On June 3, 2014, the Court entered an Order appointing Detroit, Connecticut, St. Paul, and Universal as Lead Plaintiffs pursuant to the PSLRA and consolidating the three actions and all new securities class actions into the litigation, *In re Conn's, Inc. Securities Litigation*, Civil Action No. 4:14-cv-00548 (KPE). By the same Order, the Court approved Lead Plaintiffs' selection of Motley Rice LLC and Scott+Scott Attorneys at Law LLP as Lead Counsel for the class.

15. On July 21, 2014, Lead Plaintiffs filed the Consolidated Amended Complaint for Violations of Federal Securities Laws (the "First Amended Complaint"), asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder. In general, the First Amended Complaint alleges that Defendants violated the federal securities laws by making materially false and misleading statements and omitting material information concerning Conn's loosening of lending policies and underwriting standards, contrary to assurances to investors, which exposed the Company to high amounts of bad debt and increased collection risks.

16. On September 4, 2014, Defendants filed a motion to dismiss the First Amended Complaint. On October 1, 2014, Lead Plaintiffs filed a Motion to File a Second Consolidated Amended Complaint for Violations of Federal Securities Laws, to expand the end date of the Class Period from February 19, 2014, to August 29, 2014, to account for factual developments since the filing of the First Amended Complaint. The Court granted Lead Plaintiffs' motion on October 15, 2014 and Lead Plaintiffs filed the Second Consolidated Amended Complaint for Violations of Federal Securities Laws ("Second Amended Complaint") on October 29, 2014.

17. On December 15, 2014, Defendants filed a motion to dismiss the Second Amended Complaint, which Lead Plaintiffs opposed.

18. On December 12, 2014, Eric Pittel ("Pittel") filed a complaint against Conn's and several of its officers (the "Pittel Action"). On December 22, 2014, Martin Indik ("Indik") filed a complaint against Conn's and several of its officers (the "Indik Action"). Both actions contained substantive allegations similar to those in the Second Amended Complaint, but alleged a Class Period ending December 9, 2014. On December 23, 2014, Lead Plaintiffs moved to consolidate the Pittel Action and the Indik Action into this Action, and the Court granted the motion on March 31, 2015.

19. On April 10, 2015, Lead Plaintiffs filed a Third Amended Complaint for Violations of Federal Securities Laws (the "Third Amended Complaint") that extended the Class Period through December 9, 2014. After the Parties supplemented their briefing on Defendants' pending motion to dismiss, the Court heard oral argument and, on June 30, 2015, gave Lead Plaintiffs 21 days to file a further amended complaint.

20. On July 21, 2015, Lead Plaintiffs filed the Fourth Consolidated Amended Complaint for Violations of Federal Securities Laws ("Fourth Amended Complaint"), and Defendants again moved to dismiss the action. The Court heard oral argument on March 25 and 29, 2016, and on May 5, 2016, the Court entered an Order that granted in part and denied in part Defendants' motion to dismiss the Fourth Amended Complaint.

21. The Parties then engaged in significant document and deposition discovery concerning both class certification and merits issues. On November 10, 2016, Lead Plaintiffs filed their motion for class certification, which Defendants opposed. The Court heard oral argument on the matter on June 29, 2017, and granted Lead Plaintiffs' motion the next day. Defendants sought leave to appeal the Court's decision to grant Lead Plaintiffs' motion for class certification under Rule 23(f), which was granted by the United States Court of Appeals for the Fifth Circuit ("Fifth Circuit") on August 21, 2017. Briefing on the merits of this appeal was completed in December 2017, and the Fifth Circuit scheduled oral argument for May 2, 2018.

22. During the prosecution of the litigation, the Parties engaged in various efforts to settle the Action, including face-to-face meetings and other communications among counsel. In 2017, the Parties engaged an experienced and well-respected mediator, Robert A. Meyer, Esq., to assist them in exploring a potential negotiated resolution of the Action. Following an exchange of mediation statements and exhibits, the Parties met with Mr. Meyer on May 3, 2017 in an attempt to reach a settlement in a full-day mediation. The mediation session did not result in an agreement to settle the Action. The parties submitted additional mediation materials and met with Mr. Meyer for a second full-day mediation session on June 14, 2017. A third full-day mediation session was held on January 23, 2018. Following the third mediation session, Mr. Meyer continued to assist the Parties in coming to a resolution of the Action. After numerous communications, on February 27, 2018, Mr. Meyer made a mediator's proposal to settle the Action for $22.5 million, which was accepted by the Parties on March 7, 2018.

23. The Parties engaged in comprehensive fact discovery, which continued during the pendency of the appeal to the Fifth Circuit. Lead Plaintiffs reviewed and analyzed: (i) approximately 661,162 pages of documents produced by Defendants; and (ii) approximately 28,114 pages of documents produced by third parties. Lead Plaintiffs took nine depositions of persons with knowledge of Conn's lending practices and underwriting guidelines, including a deposition of a corporate representative of Conn's under Rule 30(b)(6). Representatives of each of the Lead Plaintiffs sat for Rule 30(b)(6) depositions in connection with Lead Plaintiffs' motion for class certification.

24. On June 28, 2018, the Court entered the Preliminary Approval Order, authorizing that this Notice be sent to potential Class Members and scheduling the Settlement Hearing to consider whether to grant final approval to the Settlement, among other things.

3. Why is this a class action?

25. In a class action, one or more persons or entities (in this case, Class Representatives), sue on behalf of people and entities who have similar claims. Together, these people and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt-out," from the class. In this Action, the Court has appointed Detroit, Connecticut, St. Paul, and Universal to serve as Class Representatives and has appointed Motley Rice LLC and Scott+Scott Attorneys at Law LLP to serve as Class Counsel.

4. What are the reasons for the Settlement?

26. The Court did not finally decide in favor of Class Representatives or Defendants. Instead, both sides agreed to a Settlement.

27. Class Representatives and Class Counsel believe that the claims asserted in the Action have merit. Class Representatives and Class Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims in the Action through trial and appeals, as well as the difficulties in establishing liability. Class Representatives and Class Counsel have considered the uncertain outcome and the risk of any litigation, especially in complex lawsuits like this one, as well as the difficulties and delays inherent in litigation. For example, Defendants have raised a number of arguments and defenses (which they would raise at summary judgment and trial) that they did not make false and misleading statements in violation of the federal securities laws and that Class Representatives would not be able to establish that Defendants acted with the requisite intent. Even assuming Class Representatives could establish liability, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is a risk that the Court or jury would resolve these issues unfavorably against Class Representatives and the Class. In light of the Settlement and the guaranteed cash recovery to the Class, Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class.

28. Defendants have denied and continue to deny any wrongdoing and deny that they have committed any act or omission giving rise to any liability or violation of law. Defendants deny the allegations that they knowingly, or otherwise, made any material misstatements or omissions; that any member of the Class has suffered damages; that the prices of Conn's common stock were artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that members of the Class were harmed by the conduct alleged in the Complaint. Nonetheless, Defendants have concluded that continuation of the Action would be protracted, time-consuming and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action, and believe that the Settlement is in the best interests of Defendants.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Class?

29. To be eligible for a payment from the proceeds of the Settlement, you must be a Class Member. The Court certified the following Class, subject to certain exceptions identified below:

All persons and entities who purchased or otherwise acquired Conn's publicly traded common stock and/or call options, or who sold/wrote Conn's put options, during the period from April 3, 2013 through December 9, 2014 (inclusive), and were damaged thereby.

30. Everyone who fits the description of the Class above is a Class Member and subject to the Settlement, unless they are excluded by definition (*see* Question 6 below) or take steps to exclude themselves (*see* Question 13 below).

6. Are there exceptions to being included?

31. Yes. There are some individuals and entities who are excluded from the Class by definition. Excluded from the Class are Defendants and their immediate family members; the officers and directors of the Company during the Class Period and their immediate family members; any entity in which Defendants have or had a controlling interest; and the legal representatives, heirs, successors, assigns, or affiliates of any excluded Person. Also excluded from the Class will be any persons or entities who timely and validly seek exclusion from the Class or whose request for exclusion is accepted by the Court.

7. What if I am still not sure if I am included?

32. If you are still not sure whether you are included in the Class, you can ask for free help. You can call the Claims Administrator toll-free at (855) 804-8547, send an e-mail to the Claims Administrator at info@ConnsSecuritiesLitigation.com, or write to the Claims Administrator at *In re Conn's, Inc. Securities Litigation*, c/o Epiq Global, P.O. Box 4087, Portland, OR 97208-4087. Or you can fill out and return the Claim Form described in Question 10, to see if you qualify. You may also want to contact your broker.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What does the Settlement provide?

33. The Settlement creates a cash fund of $22.5 million that, along with any interest earned on this amount, will be distributed after deduction of Court-awarded attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), among all Class Members who submit valid Claim Forms and are found by the Court to be eligible to receive a distribution from the Net Settlement Fund ("Authorized Claimants").

9. How much will my payment be?

34. If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement Fund will depend on several things, including, among other things, how many Class Members timely send in valid Claim Forms; the amount of Conn's common stock or call options you purchased or otherwise acquired, or the amount of put options you sold, during the Class Period; the prices and dates of those purchases or acquisitions; and the prices and dates of any sales you made.

35. You can calculate your Recognized Claim in accordance with the formulas shown below in the Plan of Allocation. It is unlikely that you will receive a payment for all of your Recognized Claim. *See* the Plan of Allocation of the Net Settlement Fund on pages 13–19 for more information on your Recognized Claim.

HOW TO RECEIVE A PAYMENT: SUBMITTING A PROOF OF CLAIM FORM

10. How can I receive a payment?

36. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. If you did not receive a Claim Form, you can obtain one from the website dedicated to the Settlement: www.ConnsSecuritiesLitigation.com. You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (855) 804-8547.

37. Please carefully read the instructions contained in the Claim Form, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or submitted online no later than November 10, 2018.**

11. When will I receive my payment?

38. The Court will hold a Settlement Hearing on **October 11, 2018** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals that can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

12. What am I giving up to receive a payment or stay in the Class?

39. If you are a Class Member and do not timely and validly exclude yourself from the Class, you will remain in the Class and that means that, upon the "Effective Date" of the Settlement, you will release all "Released Plaintiffs' Claims" against the "Released Defendant Parties."

(a) **"Released Plaintiffs' Claims"** means any and all claims, liabilities, demands, causes of action, or lawsuits of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common, or foreign law, whether legal, statutory, equitable, or of any other type or form, and whether brought in a representative or individual capacity, that (i) were at issue in the Action; or (ii) could have been asserted by Class Representatives or any other Class Member in the Action that are based upon, arise out of, or relate to the allegations asserted in or the subject matter of the Action and the purchase of Conn's common stock during the Class Period. Released Plaintiffs' Claims do not include claims relating to the enforcement of the Settlement or claims alleged in *Hack, et al. v. Wright, et al.*, Civil Action No. 14-3442 (S.D. Tex.); *95250 Canada LTEE, et al. v. Wright, et al.*, Cause No. 15-00521 (S.D. Tex.); or *Dohn, et al. v. Wright, et al.*, Cause No. 2015-04405 (281st Judicial Dist. Ct.).

(b) **"Released Defendant Parties"** means Defendants, Defendants' Counsel, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors, predecessors, assigns, officers, directors, trustees, partners, partnerships, employees, attorneys, accountants, and insurers; the members of the Immediate Families, representatives, executors, administrators, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant's Immediate Family members; and any firm, trust, corporation, or other entity in which any Defendant has a controlling interest, in their capacities as such.

(c) **"Unknown Claims"** means any and all Released Plaintiffs' Claims that Class Representatives or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims against the Released Defendant Parties, and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims against the Released Plaintiff Parties, which if known by him or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Judgment or Alternate Judgment, if applicable, shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Class Representatives, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims and the Released Defendants' Claims, but Class Representatives and Defendants shall expressly, fully, finally, and forever settle and release, and each other Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternate Judgment, if applicable, shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

40. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you.

41. Upon the "Effective Date," Defendants will also provide a release of any claims against Class Representatives and the Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action. The full terms of the release that Defendants will provide to Class Representatives and the Class are set forth in the Stipulation.

EXCLUDING YOURSELF FROM THE CLASS

42. If you do not want to be eligible to receive a payment, and you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own, then you must take steps to remove yourself from the Class. **Please note:** If you decide to exclude yourself from the Class, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods for filing suit. Also, Defendants may terminate the Settlement if Class Members who purchased or acquired in excess of a certain number of eligible shares of Conn's common stock seek exclusion from the Class.

13. How do I exclude myself from the Class?

43. To exclude yourself from the Class, you must mail a signed letter stating that you "request to be excluded from the Class in *In re Conn's, Inc. Securities Litigation*, Civil Action No. 4:14-cv-00548 (KPE)." You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also state: (i) the name, address, e-mail, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person for the entity; (ii) the number of shares of Conn's common stock, call options, and put options purchased, acquired, and sold during the Class Period, as well as the date, number of shares and price per share of each such purchase, acquisition, and sale; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. You must also submit copies of documents showing your transactions. A request for exclusion must be submitted so that it is **received no later than September 20, 2018** to:

In re Conn's, Inc. Securities Litigation
c/o Epiq Global
P.O. Box 4087
Portland, OR 97208-4087

44. Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in this Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

14. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?

45. No. Unless you properly exclude yourself, you will remain in the Class and you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Plaintiffs' Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Class to continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

46. The Court appointed the law firms of Motley Rice LLC and Scott+Scott Attorneys at Law LLP to represent all Class Members. These lawyers are called "Class Counsel." You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs' Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

47. Plaintiffs' Counsel have been prosecuting the Action on a contingent basis and have not been paid for any of their work. Class Counsel will ask the Court to award Plaintiffs' Counsel attorneys' fees of no more than 20% of the Settlement Fund, which will include any accrued interest, for work performed by Scott+Scott Attorneys at Law LLP, Motley Rice LLC, Labaton Sucharow LLP, and Ajamie LLP in this matter. Motley Rice LLC has a fee-sharing agreement with Sturman LLC, which has served as counsel to Universal during this Action, and which has been consented to by Universal. Labaton Sucharow LLP has a referral obligation to The Thornton Law Firm LLP, which has been consented to by St. Paul. Neither of these obligations will increase the overall fee deducted from the Settlement Fund. Scott+Scott Attorneys at Law LLP has no referral obligations. Class Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of this Action of no more than $1,500,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. As explained above, any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

17. How do I tell the Court that I do not like something about the proposed Settlement?

48. If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or the Fee and Expense Application. You may give reasons why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

49. To object, you must send a signed letter stating that you object to the proposed Settlement in "*In re Conn's, Inc. Securities Litigation*, Civil Case No. 4:14-cv-00548 (KPE)." The objection must: (i) state the name, address, telephone number, and e-mail address of the person or entity objecting and must be signed by the objector; (ii) contain a statement of the Class Member's objection or objections and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (iii) include documents sufficient to prove membership in the Class, including the number of shares of Conn's common stock, call options, and put options purchased, acquired, and sold during the Class Period, as well as the date, number of shares, and price per share of each such purchase, acquisition, and sale. Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application. Your objection must be filed with the Court **no later than September 20, 2018 and** be mailed or delivered to the following counsel so that it is **received no later than September 20, 2018**:

Court

Clerk of the Court
United States District Court
Southern District of Texas
United States Courthouse
515 Rusk Street
Houston, TX 77002

Class Counsel

Motley Rice LLC
James M. Hughes, Esq.
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464

Scott+Scott Attorneys at Law LLP
Deborah Clark-Weintraub
The Helmsley Building
230 Park Ave.
17th Floor
New York, NY 10169

Defendants' Counsel

Vinson & Elkins
Michael C. Holmes, Esq.
1001 Fannin Street
Suite 2500
Houston, TX 77002

50. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Class Member who has not submitted a request for exclusion and who has complied with the procedures described in this Question 17 and below in Question 21 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court, about their objection. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

18. What is the difference between objecting and seeking exclusion?

51. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

19. When and where will the Court decide whether to approve the proposed Settlement?

52. The Court will hold the Settlement Hearing on **October 11, 2018 at 2:00 p.m.**, in Courtroom 3A at the United States Courthouse, 515 Rusk Street, Houston, TX 77002.

53. At this hearing, the Court will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Class Counsel for an award of attorneys' fees and payment of litigation expenses, including those of Class Representatives, is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 17 above. We do not know how long it will take the Court to make these decisions.

54. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Class Counsel or visit the settlement website, www.ConnsSecuritiesLitigation.com, beforehand to be sure that the hearing date and/or time has not changed.

20. Do I have to come to the Settlement Hearing?

55. No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 21 below **no later than September 20, 2018**.

21. May I speak at the Settlement Hearing?

56. If you object to the Settlement or any aspect of it, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 17), **no later than September 20, 2018**, a statement that you, or your attorney, intend to appear in "*In re Conn's, Inc. Securities Litigation*, Civil Case No. 4:14-cv-00548 (KPE)." Persons who desire to present evidence at the Settlement Hearing must also include in their objections (prepared and submitted in accordance with the answer to Question 17 above) the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Class or if you have not provided written notice of your objection and intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 21 and Question 17 above.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

57. If you do nothing and you are a member of the Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 10 above). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims, you must exclude yourself from the Class (*see* Question 13 above).

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

58. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You may review the Stipulation filed with the Court or other documents in the case during business hours at the Office of the Clerk of the United States District Court, Southern District of Texas, United States Courthouse, 515 Rusk Street, Houston, TX 77002. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at https://www.pacer.gov.

59. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement by visiting the website dedicated to the Settlement, www.ConnsSecuritiesLitigation.com, where you will find answers to common questions about the Settlement, can download copies of the Stipulation or Claim Form, and can locate other information about the Settlement and whether you are eligible for a payment. You may also call the Claims Administrator toll-free at (855) 804-8547 or write to the Claims Administrator at *In re Conn's, Inc. Securities Litigation*, c/o Epiq Global, P.O. Box 4087, Portland, OR 97208-4087. **Please do not call the Court with questions about the Settlement.**

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

24. How will my claim be calculated?

60. As discussed above, the Settlement provides $22.5 million in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – i.e., members of the Class who timely submit valid Claim Forms that are accepted for payment by the Court – in accordance with this proposed Plan of Allocation ("Plan of Allocation" or "Plan") or such other plan of allocation as the Court may approve. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the settlement website, www.ConnsSecuritiesLitigation.com.

61. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement, because the Settlement Fund is less than the total losses alleged to be suffered by Class Members. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. An Authorized Claimant's Recognized Claim will be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant's Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

62. The Plan of Allocation was developed in consultation with Class Representatives' damages expert. In developing the Plan of Allocation, Class Representatives' damages expert calculated the estimated amount of alleged artificial inflation (or deflation) in the per-share prices of Conn's common stock and options that was allegedly caused by Defendants' alleged materially false and misleading statements and omissions, adjusting those price changes for factors that were attributable to market or industry forces, and for non-fraud related Conn's-specific information.

63. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Class Representatives allege that corrective information allegedly impacting the prices of Conn's securities (referred to as a "corrective disclosure") was released to the market on September 5, 2013 (prior to market open), February 20, 2014 (prior to market open), September 2, 2014 (prior to market open), and on December 9, 2014 (prior to market open), which impacted the market price of Conn's securities in a statistically significant manner and removed the alleged artificial inflation (or deflation for put options) from the security prices on September 5–6, 2013, February 20, 2014, September 2, 2014, and December 9–11, 2014. Accordingly, in order to have a compensable loss in this Settlement, Conn's common stock or Conn's call options must have been purchased or otherwise acquired during the Class Period and held through at least one of the alleged corrective disclosures listed above and, with respect to put options, those options must have been sold (written) during the Class Period and not closed through at least one of the alleged corrective disclosures.

64. Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Class Representatives, Plaintiffs' Counsel, and anyone acting on their behalf, likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

CALCULATION OF RECOGNIZED CLAIMS

65. For purposes of determining whether a claimant has a "Recognized Claim," purchases, acquisitions, and sales of eligible Conn's securities will first be matched on a First In/First Out ("FIFO") basis. If a Class Member has more than one purchase/acquisition or sale of any eligible Conn's security during the Class Period, all purchases/acquisitions and sales of the like security shall be matched on a FIFO basis. With respect to Conn's common stock and call options, Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. For Conn's put options, Class Period purchases will be matched first to close out positions open at the beginning of the Class Period, and then against put options sold (written) during the Class Period in chronological order.

66. A "Recognized Loss Amount" and a "Recognized Gain Amount" will be calculated as set forth below for each purchase of Conn's common stock and call options and each sale of Conn's put options during the Class Period (April 3, 2013 through December 9, 2014, inclusive) that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero. To the extent that the calculation of a Claimant's Recognized Gain Amount results in a negative number, that number shall be set to zero.

COMMON STOCK CALCULATIONS

67. For each share of Conn's publicly traded common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on March 10, 2015, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero. To the extent that the calculation of a Claimant's Recognized Gain Amount results in a negative number, that number shall be set to zero.

For each share of Conn's publicly traded common stock purchased or otherwise acquired from April 3, 2013 through and including December 9, 2014, and:

A. Sold before the opening of trading on September 5, 2013, the Recognized Loss Amount for each such share shall be zero and the Recognized Gain Amount for each such share shall be zero.

B. Sold after the opening of trading on September 5, 2013, and before the close of trading on December 10, 2014:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below ***minus*** the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or

ii. the Out of Pocket Loss.

b. the Recognized Gain Amount for each such share shall be:

i. the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below ***minus*** the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below, only for purchases made between September 5, 2013 and December 4, 2013; and

ii. zero for all other purchases.

C. Sold after the close of trading on December 10, 2014, and before the close of trading on March 10, 2015:

a. the Recognized Loss Amount for each such share shall be ***the least of***:

i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or

ii. the actual purchase/acquisition price of each such share ***minus*** the average closing price from December 11, 2014, up to the date of sale as set forth in **Table 2** below; or

iii. the Out of Pocket Loss.

b. the Recognized Gain Amount for each such share shall be zero.

D. Held as of the close of trading on March 10, 2015:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or

ii. the actual purchase/acquisition price of each such share ***minus*** $20.16.[4]

b. the Recognized Gain Amount for each such share shall be zero.

[4] Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Conn's common stock during the "90-day look-back period," December 11, 2014 through March 10, 2015. The mean (average) closing price for Conn's common stock during this 90-day look-back period was $20.16.

CALL AND PUT OPTIONS CALCULATIONS

68. Exchange-traded options are traded in units called "contracts" which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is Conn's common stock. Throughout this Plan of Allocation, all price quotations are per share of the underlying security (i.e., 1/100 of a contract).

69. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a "series" and each series represents a different security that trades in the market and has its own market price (and thus artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per share (i.e., 1/100 of a contract) for each series of Conn's call options and the dollar artificial deflation per share (i.e., 1/100 of a contract) for each series of Conn's put options has been calculated by Co-Lead Plaintiffs' damages expert.

70. Table 3, available at www.ConnsSecuritiesLitigation.com, sets forth the dollar artificial inflation per share in Conn's call options during the Class Period. Table 4, available at www.ConnsSecuritiesLitigation.com, sets forth the dollar artificial deflation per share in Conn's put options during the Class Period. Tables 3 and 4 list only series of Conn's options that expired on or after September 5, 2013 – the date of the first alleged corrective disclosure.

71. Transactions in Conn's options that expired before September 5, 2013 have a Recognized Loss Amount of zero and a Recognized Gain Amount of zero under the Plan of Allocation.

72. For each Conn's call option purchased or otherwise acquired during the Class Period and sold before the close of trading on December 10, 2014, and for each Conn's put option sold (written) during the Class Period and purchased before the close of trading on December 10, 2014, an "Out of Pocket Loss" will be calculated. For Conn's call options closed through sale, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). For Conn's call options closed through exercise or expiration, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the value per option on the date of exercise or expiration.[5] For Conn's put options closed through purchase, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). For Conn's put options closed through exercise or expiration, the Out of Pocket Loss is the value per option on the date of exercise or expiration[6] minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

73. Maximum Recovery for Options: The Settlement proceeds available for Conn's call options purchased during the Class Period and Conn's put options sold (written) during the Class Period shall be limited to a total amount equal to 5% of the Net Settlement Fund.

For each Conn's call option purchased or otherwise acquired from April 3, 2013 through and including December 9, 2014, and:

A. Closed (through sale, exercise, or expiration) before the opening of trading on September 5, 2013, the Recognized Loss Amount for each such share shall be zero and the Recognized Gain Amount for each such share shall be zero.

B. Closed (through sale, exercise, or expiration) after the opening of trading on September 5, 2013, and before the close of trading on December 10, 2014:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 3** ***minus*** the dollar artificial inflation applicable to each such share on the date of close as set forth in **Table 3**; or

ii. the Out of Pocket Loss.

b. the Recognized Gain Amount for each such share shall be:

i. the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 3** ***minus*** the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 3**, only for purchases made between September 5, 2013 and December 4, 2013, and

ii. zero for all other purchases.

[5] The "value" of the call option on the date of exercise or expiration shall be the closing price of Conn's common stock on the date of exercise or expiration minus the strike price of the option. If this number is less than zero, the value of the call option is zero.

[6] The "value" of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of Conn's common stock on the date of exercise or expiration. If this number is less than zero, the value of the put option is zero.

C. Open as of the close of trading on December 10, 2014:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 3**; or

ii. the actual purchase/acquisition price of each such share ***minus*** the closing price on December 11, 2014 (i.e., the "Holding Price") as set forth in **Table 3**.

b. the Recognized Gain Amount for each such share shall be zero.

For each Conn's put option sold (written) from April 3, 2013 through and including December 9, 2014, and:

A. Closed (through purchase, exercise, or expiration) before the opening of trading on September 5, 2013, the Recognized Loss Amount for each such share shall be zero and the Recognized Gain Amount for each such share shall be zero.

B. Closed (through purchase, exercise, or expiration) after the opening of trading on September 5, 2013, and before the close of trading on December 10, 2014:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 4** ***minus*** the dollar artificial deflation applicable to each such share on the date of close as set forth in **Table 4**; or

ii. the Out of Pocket Loss.

b. the Recognized Gain Amount for each such share shall be:

i. the dollar artificial deflation applicable to each such share on the date of close as set forth in **Table 4** ***minus*** the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 4**, only for put options sold (written) between September 5, 2013 and December 4, 2013; and

ii. zero for all other put options sold (written).

C. Open as of the close of trading on December 10, 2014:

a. the Recognized Loss Amount for each such share shall be ***the lesser of***:

i. the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 4**; or

ii. the closing price on December 11, 2014 (i.e., the "Holding Price") as set forth in **Table 4** ***minus*** the sale (writing) price.

b. the Recognized Gain Amount for each such share shall be zero.

ADDITIONAL PROVISIONS

74. The sum of a Claimant's Recognized Loss Amounts minus the sum of a Claimant's Recognized Gain Amounts will be a Claimant's "Recognized Claim." If the Claimant's Recognized Claim is zero or a negative number, the Claimant's Recognized Claim will be zero.

75. Publicly traded Conn's common stock, Conn's call options, and Conn's put options are the only securities eligible for recovery under the Plan of Allocation. With respect to Conn's publicly traded common stock purchased or sold through the exercise of an option, the purchase/sale date of the Conn's common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

76. Purchases, acquisitions, and sales of Conn's securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" or "sale" date. The receipt or grant by gift, inheritance or operation of law of Conn's securities during the Class Period shall not be deemed a purchase, acquisition, or sale of these shares of Conn's securities for the calculation of a claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of such Conn's securities unless (i) the donor or decedent purchased or otherwise acquired such Conn's securities during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Conn's securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

77. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short sale" that is not covered by a purchase or acquisition is also zero. In the event that a Claimant has an opening short position in Conn's common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases or acquisition that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

78. If a Class Member has "written" call options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, the earliest Class Period purchases or acquisitions shall be matched against such short positions in accordance with the FIFO matching described above and any portion of such purchases or acquisitions that cover such short positions will not be entitled to recovery.

79. If a Class Member has purchased or acquired put options, thereby having a long position in the put options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the put option. The date on which the put option was sold, exercised, or expired is deemed to be the date of sale of the put option. In accordance with the Plan of Allocation, the earliest sales or dispositions of like put options during the Class Period shall be matched against such long positions in accordance with the FIFO matching described above and any portion of the sales that cover such long positions shall not be entitled to a recovery.

80. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is $10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than $10.00, it will not be included in the calculation and an initial distribution will not be made to that Authorized Claimant.

81. Distributions to Authorized Claimants will be made after claims have been processed. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Class Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses. These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer feasible to distribute to Authorized Claimants. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be donated to a non-sectarian, not-for-profit charitable organization serving the public interest designated by Class Representatives and approved by the Court.

82. Payment according to this Plan of Allocation, or such other plan as the Court may approve, will be deemed conclusive against all claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero. No person shall have any claim against Class Representatives, Plaintiffs' Counsel, their damages expert, the Claims Administrator, or other agent designated by Class Counsel arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Defendants and their counsel shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of any claim or any actions taken (or not taken) by the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

83. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of Texas, Houston Division, with respect to his, her, or its claim.

TABLE 1

Conn's Common Stock Artificial Inflation
For Purposes of Calculating Purchase and Sale Inflation

Transaction Date	Artificial Inflation Per Share
April 3, 2013 - September 4, 2013	$12.35
September 5, 2013	$10.57
September 6, 2013 - December 4, 2013	$9.19
December 5, 2013 - February 19, 2014	$11.58
February 20, 2014 - September 1, 2014	$6.51
September 2, 2014 - December 8, 2014	$3.67
December 9, 2014	$0.69
December 10, 2014 (Sales Only)	$0.28

TABLE 2

Conn's Closing Price and Average Closing Price
December 11, 2014 – March 10, 2015

Date	Closing Price	Average Closing Price Between December 11, 2014 and Date Shown	Date	Closing Price	Average Closing Price Between December 11, 2014 and Date Shown
12/11/2014	$17.09	$17.09	1/27/2015	$16.24	$17.22
12/12/2014	$17.44	$17.27	1/28/2015	$15.55	$17.17
12/15/2014	$15.78	$16.77	1/29/2015	$15.82	$17.13
12/16/2014	$14.15	$16.12	1/30/2015	$15.74	$17.09
12/17/2014	$16.09	$16.11	2/2/2015	$15.73	$17.05
12/18/2014	$16.80	$16.23	2/3/2015	$16.52	$17.03
12/19/2014	$16.64	$16.28	2/4/2015	$16.65	$17.02
12/22/2014	$16.94	$16.37	2/5/2015	$20.72	$17.12
12/23/2014	$17.00	$16.44	2/6/2015	$22.49	$17.26
12/24/2014	$18.23	$16.62	2/9/2015	$24.39	$17.44
12/26/2014	$18.09	$16.75	2/10/2015	$25.11	$17.62
12/29/2014	$18.35	$16.88	2/11/2015	$24.88	$17.80
12/30/2014	$18.25	$16.99	2/12/2015	$24.76	$17.96
12/31/2014	$18.69	$17.11	2/13/2015	$24.69	$18.11
1/2/2015	$18.79	$17.22	2/17/2015	$25.26	$18.27
1/5/2015	$18.40	$17.30	2/18/2015	$25.30	$18.42
1/6/2015	$17.38	$17.30	2/19/2015	$25.67	$18.58
1/7/2015	$18.03	$17.34	2/20/2015	$25.60	$18.72
1/8/2015	$18.66	$17.41	2/23/2015	$25.82	$18.87
1/9/2015	$18.06	$17.44	2/24/2015	$25.55	$19.00
1/12/2015	$18.28	$17.48	2/25/2015	$25.45	$19.13
1/13/2015	$18.68	$17.54	2/26/2015	$25.64	$19.25
1/14/2015	$18.26	$17.57	2/27/2015	$25.85	$19.38
1/15/2015	$17.62	$17.57	3/2/2015	$25.19	$19.49
1/16/2015	$17.51	$17.57	3/3/2015	$25.36	$19.59
1/20/2015	$15.85	$17.50	3/4/2015	$26.07	$19.71
1/21/2015	$15.46	$17.43	3/5/2015	$28.16	$19.86
1/22/2015	$15.35	$17.35	3/6/2015	$27.87	$19.99
1/23/2015	$16.02	$17.31	3/9/2015	$26.00	$20.10
1/26/2015	$15.69	$17.25	3/10/2015	$23.99	$20.16

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

84. If you purchased or otherwise acquired publicly traded Conn's common stock (ISIN: US2082421072) or call options, or sold Conn's put options during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER**: (a) provide to the Claims Administrator the name and last known address of each person or entity for whom or which you purchased or otherwise acquired Conn's common stock or options during the Class Period; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Notice and Claim Form directly to all the beneficial owners of those securities. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re Conn's, Inc. Securities Litigation
c/o Epiq Global
P.O. Box 4087
Portland, OR 97208-4087

Dated: July 13, 2018

BY ORDER OF THE UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS