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# SECURITIES AND EXCHANGE COMMISSION

## Washington, D.C. 20549

### SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 7)\*

Oportun Financial Corp

(Name of Issuer)

Common Stock, \$0.0001 par value per share

(Title of Class of Securities)

68376D104

(CUSIP Number)

Ryan Voerg  
FINDELL CAPITAL MANAGEMENT LLC, 88 Pine Street, Suite 2240  
New York, NY, 10005  
646-907-5217

ANDREW FREEDMAN, ESQ.  
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas  
New York, NY, 10019  
212-451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

03/26/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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### SCHEDULE 13D

CUSIP No.

68376D104

1	Name of reporting person Findell Capital Partners LP
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)

3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 2,011,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 2,011,000.00
11	Aggregate amount beneficially owned by each reporting person 2,011,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 5.6 %	
14	Type of Reporting Person (See Instructions) PN	

SCHEDULE 13D

CUSIP No.	68376D104
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1	Name of reporting person Finn Management GP LLC	
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	

6	Citizenship or place of organization DELAWARE	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,321,300.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 3,321,300.00
11	Aggregate amount beneficially owned by each reporting person 3,321,300.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 9.2 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	68376D104
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1	Name of reporting person FINDELL CAPITAL MANAGEMENT LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,321,300.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 3,321,300.00
11	Aggregate amount beneficially owned by each reporting person 3,321,300.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 9.2 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	68376D104
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1	Name of reporting person Finn Brian	
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 3,321,300.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 3,321,300.00

11	Aggregate amount beneficially owned by each reporting person 3,321,300.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 9.2 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

CUSIP No.	68376D104
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1	Name of reporting person Bell Sandra
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization UNITED STATES
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power 0.00
	8 Shared Voting Power 0.00
	9 Sole Dispositive Power 0.00
	10 Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 0 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

CUSIP No.	68376D104
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1	Name of reporting person WILCOX WARREN	
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions)	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 0.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:  
Common Stock, \$0.0001 par value per share

(b) Name of Issuer:  
Opportun Financial Corp

**(c) Address of Issuer's Principal Executive Offices:**

2 CIRCLE STAR WAY, SAN CARLOS, CALIFORNIA , 94070.

**Item 1 Comment:**

The following constitutes Amendment No. 7 to the Schedule 13D filed by the undersigned (the "Amendment No. 7"). This Amendment No. 7 amends the Schedule 13D as specifically set forth herein.

**Item 2. Identity and Background**

**(a) Item 2 (a) is hereby amended and restated as follows:**

This statement is filed by:

- (i) Findell Capital Partners, LP, a Delaware limited partnership ("FCP"), with respect to the Shares directly and beneficially owned by it;
- (ii) Finn Management GP LLC, a Delaware limited liability company ("FMGP"), as the general partner of FCP;
- (iii) Findell Capital Management LLC, a Delaware limited liability company ("FCM"), as the investment manager of FCP;
- (iv) Brian A. Finn, as the member and sole director of FCM and managing member of FMGP;
- (v) Sandra Bell, as a nominee for the Board; and
- (vii) Warren Wilcox, as a nominee for the Board.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is a party to that certain Joint Filing and Solicitation Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

**(b) Item 2(b) is hereby amended and restated to read as follows:**

The principal business address of each of FCP, FMGP, FCM and Mr. Finn is 88 Pine Street, Suite 2240, New York, New York 10005. The principal business address of Ms. Bell is 461 Fifth Avenue, 12th Floor, New York, NY 10017. The principal business address of Mr. Wilcox is 360 Nueces Street, 1013, Austin, TX 78701.

**(c) Item 2(c) is hereby amended and restated to read as follows:**

The principal business of FCP is investing in securities. The principal business of FCM is serving as the investment manager to FCP. The principal business of FMGP is serving as the general partner to FCP. The principal occupation of Mr. Finn is serving as member and sole director of FCM. The principal occupation of Ms. Bell is serving as Managing Director of Riveron Consulting, LLC. The principal occupation of Mr. Wilcox is serving as Partner at FuseIQ LLC.

**(d) Item 2(d) is hereby amended and restated to read as follows:**

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

**(e) Item 2(e) is hereby amended and restated to read as follows:**

During the past five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such entity or person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**(f) Item 2(f) is hereby amended and restated to read as follows:**

Messrs. Finn and Wilcox and Ms. Bell are citizens of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 is hereby amended and restated to read as follows:

FCM invested a total of \$11,931,583, including brokerage commissions, to purchase 3,321,300 Shares. The source of funds was FCM's capital available for investment. FCM may effect purchases of Shares through margin accounts maintained for it with brokers, which extend margin credit as and when required to open or carry positions in their margin accounts, subject to applicable federal margin regulations, stock exchange rules and such firms' credit policies. Positions in Shares may be held in margin accounts and may be pledged as collateral security for the repayment of debit balances in such accounts. Such margin accounts may from time to time have debit balances. Because other securities may be held in such margin accounts, it may not be possible to determine the amounts, if any, of margin used to purchase Shares.

**Item 4. Purpose of Transaction**

Item 4 is hereby amended to add the following:

On March 26, 2025, FCP delivered a letter to the Issuer formally nominating a slate of two highly qualified director candidates, Sandra Bell and Warren Wilcox (collectively, the "Nominees"), for election to the Board at the Issuer's 2025 annual meeting of stockholders (the "Annual Meeting"). The Reporting Persons intend to solicit votes for the election of the Nominees at the Annual Meeting and also intend to continue to engage with the Board and management regarding governance improvements at the Issuer.

Sandra Bell currently serves as an Independent Director of Chimera Investment Corporation, where she chairs the Risk Committee and serves on the Audit Committee. Ms. Bell also serves as a Managing Director in the Interim Management Practice at Riveron Consulting, LLC. Previously, Ms. Bell served as the Chief Financial Officer of Tiptree Inc. ("Tiptree"). Prior to Tiptree, Ms. Bell served as Chief Financial Officer of Prospect Mortgage, LLC and as Chief Financial Officer of PHH Corporation. Before that, Ms. Bell served as Executive Vice President and Chief Financial Officer of the Federal Home Loan Bank of Cincinnati and as a Managing Director at Deutsche Bank Securities in project and structured finance. Ms. Bell received an MBA from Harvard Business School.

Warren Wilcox has served on several boards, both public and private; including Encore Capital Group, Inc., the second largest debt buyer and collector in the U.S., and InfoArmor, Inc., a venture-backed identity protection company acquired by Allstate Corporate in 2018. Most recently, Mr. Wilcox has been instrumental in the creation of 3 new fintech startups, including Mercury Financial LLC, a financial technology company providing Mastercard-branded credit cards and personal loans to sub-prime and middle-market consumers. Previously, he served as the Head of Advisory Services at Visa Inc., Vice Chairman of Provident Financial Corporation, EVP at FleetBoston Financial Corporation, and EVP of Household International's credit card unit. Mr. Wilcox has an M.S. in Management degree from Purdue University.

On March 27, 2025, the Reporting Persons issued a press release and open letter (the "March 27 Letter") to the Board and stockholders of the Issuer in which the Reporting Persons announced the nomination of the Nominees for election to the Board at the Annual Meeting and responded to recent public comments by the Issuer regarding the Issuer's performance and governance. In the March 27 Letter, the Reporting Persons detailed their concerns with the six legacy directors who continue to comprise a majority of the Board, citing what they described as a lack of lending experience, troubling interpersonal ties, and a track record that, in the view of the Reporting Persons, raises serious concerns about their ability to continue overseeing the Issuer, and express the view of the Reporting Persons that the election of the Nominees--both of whom have extensive experience in lending, financial services, and board leadership--is necessary to unlock the Issuer's full potential.

The foregoing description of the March 27 Letter does not purport to be complete and is qualified in its entirety by reference to the March 27 Letter, which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

#### **Item 5. Interest in Securities of the Issuer**

(a) Item 5(a) is hereby amended and restated to read as follows:

As of the date hereof, the Reporting Persons beneficially owned 3,321,300 Shares in the aggregate, representing approximately 9.2% of the outstanding Shares, including (i) 2,011,000 Shares held directly by FCP, representing approximately 5.6% of the outstanding Shares, and (ii) 1,310,300 Shares held in certain separately managed accounts. The aggregate percentage of Shares reported owned by the Reporting Persons herein is based upon 36,134,274 Shares outstanding, as of February 14, 2025, which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 20, 2025.

(c) Item 5(c) is hereby amended and restated to read as follows:

Since the filing of Amendment No. 6 to the Schedule 13D, none of the Reporting Persons has effected any transactions in the Shares, except as set forth on Exhibit 1.

Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his, her or its pecuniary interest therein.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 is hereby amended to add the following:

On March 26, 2025, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, the Reporting Persons agreed to (a) to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer, (b) to form a group to solicit proxies for the election of certain persons nominated for election to the Board at the Annual Meeting and to take such other actions as the group deems advisable, (c) that the Nominees would not enter into any transactions in the securities of the Issuer without written notice to FCP's counsel, and (d) that FCP would bear all pre-approved expenses incurred in connection with the Reporting Persons' activities. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

FCP has signed separate letter agreements (the "Indemnification Agreements") with each of the Nominees pursuant to which it and its affiliates have agreed to indemnify such Nominees against certain claims arising from the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. The Indemnification Agreements are attached hereto as Exhibit 99.3 and are incorporated herein by reference.

Each of the Nominees have granted Mr. Finn a power of attorney (collectively, the "Powers of Attorney") to execute certain SEC filings and other documents in connection with the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. The Powers of Attorney are attached hereto as Exhibit 99.4 and incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

#### **Item 7. Material to be Filed as Exhibits.**



Item 7 is hereby amended to add the following exhibits:

1 - Transactions in the Securities.

99.1 - March 27 Letter.

99.2 - Joint Filing and Solicitation Agreement, by and among Findell Capital Partners, LP, Findell Capital Management LLC, Finn Management GP LLC, Brian A. Finn, Sandra Bell and Warren Wilcox, dated March 26, 2025.

99.3 - Indemnification Agreements.

99.4 - Powers of Attorney.

## **SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

### **Findell Capital Partners LP**

**Signature:** /s/ Brian A. Finn

**Name/Title:** Brian A. Finn, Managing Member of Finn Management GP LLC, its General Partner

**Date:** 03/28/2025

### **Finn Management GP LLC**

**Signature:** /s/ Brian A. Finn

**Name/Title:** Brian A. Finn, Managing Member

**Date:** 03/28/2025

### **FINDELL CAPITAL MANAGEMENT LLC**

**Signature:** /s/ Brian A. Finn

**Name/Title:** Brian A. Finn, Member

**Date:** 03/28/2025

### **Finn Brian**

**Signature:** /s/ Brian A. Finn

**Name/Title:** Brian A. Finn

**Date:** 03/28/2025

### **Bell Sandra**

**Signature:** /s/ Sandra Bell

**Name/Title:** Sandra Bell

**Date:** 03/28/2025

### **WILCOX WARREN**

**Signature:** /s/ Warren Wilcox

**Name/Title:** Warren Wilcox

**Date:** 03/28/2025

**Transactions in Shares of the Issuer since the Filing of Amendment No. 6 to the Schedule 13D**

(all purchases and sales effected on the NASDAQ except as indicated below)

<u>Nature of the Transaction</u>	Amount of Securities <u>Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
<b><u>Findell Capital Management LLC</u></b>			
Purchase of Common Stock	20,000	6.1732	03/24/2025
Purchase of Common Stock	30,000	5.9308	03/25/2025

**JOINT FILING AND SOLICITATION AGREEMENT**

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Oportun Financial Corporation, a Delaware corporation (the “Company”); and

WHEREAS, Findell Capital Partners, LP, Finn Management GP LLC, Findell Capital Management LLC, and Brian A. Finn (collectively, “Findell”), Sandra Bell and Warren Wilcox wish to form a group for the purpose of (i) seeking representation on the Board of Directors of the Company (the “Board”) at the 2025 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”), (ii) soliciting proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by Findell), (iii) taking all other action necessary to achieve the foregoing and (iv) taking any other actions the Group (as defined below) determines to undertake in connection with their respective investment in the Company (collectively, the “Purposes”).

NOW, IT IS AGREED, this 26<sup>th</sup> day of March 2025 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned (collectively, the “Group”) agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of his/her/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.
  2. So long as this agreement is in effect, each of the Nominees agrees to provide Findell advance written notice prior to effecting any purchase, sale, acquisition or disposition of any securities of the Company which he or she has, or would have, direct or indirect beneficial ownership so that Findell has an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction in the securities of the Company by either of the Nominees. Each of the Nominees agrees that he or she shall not undertake or effect any purchase, sale, acquisition or disposition of any securities of the Company without the prior written consent of Findell. For purposes of this agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.
  3. So long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”) of any changes to his, her or its ownership of securities of the Company by 4:30 PM Eastern Time on the date of any such change in ownership of securities of the Company.
  4. Each of the undersigned agrees to form the Group for the Purposes as set forth above.
  5. Findell shall have the right to pre-approve all expenses incurred in connection with the Group’s activities and agrees to pay directly all such pre-approved expenses.
  6. Each of the undersigned agrees that any filing with the Securities and Exchange Commission, press release, Company communication or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities set forth in Section 4 shall be as directed by Findell.
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7. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party’s right to purchase or sell securities of the Company, as it deems appropriate, in his/her/its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this agreement.
  8. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
  9. This agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.
  10. The parties’ rights and obligations under this agreement (other than the rights and obligations set forth in Section 4 and Section 8, which shall survive any termination this agreement) shall terminate upon the earlier to occur of (i) the conclusion of the Annual Meeting or (ii) Findell providing written notice of termination to the other parties.
  11. Each party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
  12. Each party acknowledges that Olshan shall act as counsel for both the Group and Findell relating to their investment in the Company.
  13. Each party hereby agrees that this agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act that may in the future be required to be filed under applicable law.
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

**Findell Capital Partners, LP**

By: Finn Management GP LLC  
General Partner

By: /s/ Brian A. Finn  
Name: Brian A. Finn  
Title: Managing Member

**Finn Management GP LLC**

By: /s/ Brian A. Finn

Name: Brian A. Finn  
Title: Managing Member

**Findell Capital Management LLC**

By: /s/ Brian A. Finn  
Name: Brian A. Finn  
Title: Member

/s/ Brian A. Finn  
Brian A. Finn

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/s/ Sandra Bell  
Sandra Bell

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/s/ Warren Wilcox  
Warren Wilcox

**FINDELL CAPITAL PARTNERS, LP**  
88 Pine Street, Suite 2240  
New York, NY 10005

March 26, 2025

**Re: Oportun Financial Corporation**

Dear Ms. Bell:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Oportun Financial Corporation, a Delaware corporation (the "Company"), in connection with the proxy solicitation that Findell Capital Partners, LP and certain of its affiliates (collectively, "Findell") are considering undertaking to nominate and elect directors at the Company's 2025 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Findell agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Findell or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Findell or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Findell prompt written notice of such claim or Loss (provided that failure to promptly notify Findell shall not relieve Findell from any liability which it may have on account of this letter agreement, except to the extent Findell shall have been materially prejudiced by such failure). Upon receipt of such written notice, Findell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Findell may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Findell shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Findell's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Findell, which consent will not be unreasonably withheld.

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You hereby agree to keep confidential and not disclose to any party, without the consent of Findell, any confidential, proprietary or non-public information (collectively, "Information") of Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Findell so that Findell may seek a protective order or other appropriate remedy or, in Findell's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Findell do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Findell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Findell, and, upon request of a representative of Findell, all such information shall be returned or, at Findell's option, destroyed by you, with such destruction confirmed by you to Findell in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

\* \* \*

Very truly yours,

**Findell Capital Partners, LP**

By: Finn Management GP LLC  
General Partner

By: /s/ Brian A. Finn  
Name: Brian A. Finn  
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Sandra Bell  
Sandra Bell

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**FINDELL CAPITAL PARTNERS, LP**  
88 Pine Street, Suite 2240  
New York, NY 10005

March 26, 2025

**Re: Oportun Financial Corporation**

Dear Mr. Wilcox:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Oportun Financial Corporation, a Delaware corporation (the "Company"), in connection with the proxy solicitation that Findell Capital Partners, LP and certain of its affiliates (collectively, "Findell") are considering undertaking to nominate and elect directors at the Company's 2025 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Findell agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Findell or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Findell or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Findell prompt written notice of such claim or Loss (provided that failure to promptly notify Findell shall not relieve Findell from any liability which it may have on account of this letter agreement, except to the extent Findell shall have been materially prejudiced by such failure). Upon receipt of such written notice, Findell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Findell may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Findell shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Findell's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Findell, which consent will not be unreasonably withheld.

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You hereby agree to keep confidential and not disclose to any party, without the consent of Findell, any confidential, proprietary or non-public information (collectively, "Information") of Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Findell so that Findell may seek a protective order or other appropriate remedy or, in Findell's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Findell do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Findell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Findell, and, upon request of a representative of Findell, all such information shall be returned or, at Findell's option, destroyed by you, with such destruction confirmed by you to Findell in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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Very truly yours,

**Findell Capital Partners, LP**

By: Finn Management GP LLC  
General Partner

By: /s/ Brian A. Finn  
Name: Brian A. Finn  
Title: Managing Member

**ACCEPTED AND AGREED:**

/s/ Warren Wilcox  
Warren Wilcox

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints Brian A. Finn as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Oportun Financial Corporation, a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Findell Capital Partners, LP or any of its affiliates or members of its Schedule 13D group (collectively, the "Findell Group") and (ii) any potential proxy solicitation that may be pursued by the Findell Group to elect a slate of director nominees to the board of directors of the Company at the 2025 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Findell Group;
2. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Findell Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Findell Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 26<sup>th</sup> day of March 2025.

/s/ Sandra Bell  
SANDRA BELL

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints Brian A. Finn as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Oportun Financial Corporation, a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Findell Capital Partners, LP or any of its affiliates or members of its Schedule 13D group (collectively, the "Findell Group") and (ii) any potential proxy solicitation that may be pursued by the Findell Group to elect a slate of director nominees to the board of directors of the Company at the 2025 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "Solicitation"). Such action shall include, but not be limited to:

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3. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 26<sup>th</sup> day of March 2025.



/s/ Warren Wilcox  
**WARREN WILCOX**