

AMENDED SETTLEMENT AGREEMENT

Weeks v. Wheels Financial Group, LLC (dba LoanMart)
Case No. RIC2002418 (Riverside Complex Court)

This Settlement Agreement (“Agreement” or “Settlement”) is entered into by and between John Weeks (“Plaintiff”), on the one hand, and Wheels Financial Group, LLC (dba LoanMart) (“Defendant” or “LoanMart”), on the other hand. Plaintiff and Defendant are each referred to as a “Party” and collectively as the “Parties.”

I. RECITALS

A. On July 6, 2020, Plaintiff filed a Complaint in the Superior Court of the State of California, County of Riverside (the “Court”) entitled *Weeks v. Wheels Financial Group, LLC (dba LoanMart)*, Case No. RIC2002418 (the “Action”). The Complaint alleges that Defendant charged unlawful interest and fees in connection with auto title loans made on or after January 1, 2020, to Plaintiff and a putative class of other California consumers. The Complaint asserts causes of action for (1) Unfair Competition, based on alleged violation of the California Fair Access to Credit Act, Cal. Fin. Code §§ 22202 *et seq.*; (2) Unfair Competition, based on the doctrine of unconscionability; (3) Money Had and Received; and (4) Declaratory Relief.

B. On September 10, 2020, Plaintiff served Special Interrogatory No. 1 to Defendant seeking production of identity and contact information for putative class members. On February 25, 2021, Defendant served objections and responses to that interrogatory.

C. On January 26, 2021, following an informal exchange of relevant information, the Parties participated in a mediation before the Honorable S. James Otero (Ret.). The Parties were unable to reach a settlement at this mediation.

D. On February 22, 2021, Defendant filed a demurrer to the Complaint, including on grounds that Capital Community Bank (“CCBank”) was the lender on the auto title loans, not Defendant. On April 14, 2021, the Court issued an order overruling the demurrer.

E. On May 14, 2021, Defendant filed its Answer and Affirmative Defenses to the Complaint.

F. On June 15, 2021, Plaintiff filed a Motion to Compel Further Responses to Special Interrogatory No. 1. In turn, on June 23, 2021, Defendant filed a Motion for a Protective Order regarding Special Interrogatory No. 1.

G. On June 25, 2021, the Court vacated the stay of discovery with respect to class certification issues.

H. On July 9, 2021, Plaintiff served Special Interrogatories to Defendant (Set Two), Requests for Production of Documents to Defendant (Set One), Requests for Admission to Defendant (Set One), and Form Interrogatories to Defendant (Set One). Defendant served responses and objections to that discovery on August 23, 2021.

I. On July 12, 2021, Defendant served Special Interrogatories to Plaintiff (Set One), Requests for Production of Documents to Plaintiff (Set One), Requests for Admissions to Plaintiff (Set One), and Form Interrogatories to Plaintiff (Set One). Plaintiff served objections on August 25, 2021, and supplemental responses on September 20, 2021.

J. On October 13, 2021, the Court granted Plaintiff’s Motion to Compel Further Responses to Special Interrogatory No. 1, subject to a *Belaire-West* notice procedure and a protective order for the responsive information.

K. On October 26, 2021, the Parties participated in another mediation before Judge Otero. The Parties were unable to reach a settlement at the mediation. However, Judge Otero

facilitated further negotiations between the Parties over the ensuing several weeks, and Judge Otero ultimately presented a mediator's proposal, which both parties accepted.

L. The Parties are ready and willing to make and enter into this Agreement to settle the claims of Plaintiff and all putative class members in the Action.

M. The Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process would likely require several years of protracted adversarial litigation and appeals; involve substantial risk and expense; and could result in additional expenses associated with possible future litigation raising similar or duplicative claims. The Parties have concluded, after inquiry and investigation of the facts, that the terms of this Settlement are fair, reasonable, adequate, and in the best interests of the Parties and the putative class; and the Parties and their counsel have agreed to resolve the Action as a class action settlement according to the terms of this Agreement.

N. This Agreement represents a compromise of disputed claims. Defendant denies all wrongdoing and liability and denies that Plaintiff's claims entitle him or the putative class to any relief and denies that anyone was harmed by the conduct alleged in the Action. Defendant further denies that the Action is suitable for class certification other than for purposes of this Settlement. Without any admission or concession whatsoever by the Parties as to the strength or weakness of the merits of the claims and defenses asserted in the Action, the Parties have entered the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. Effective Date. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The Court enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined in Section III. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date.”

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the judgment will be referred to as the “Judgment Entry Date.”

3. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as defined in Section III.A, files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely and proper notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed, or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. Production of Anonymized Class List and Confirmatory Discovery. In connection with the Parties’ mediations and settlement negotiations, Defendant provided to Plaintiff’s counsel information concerning the number of loans at issue, the principal value of loans at issue, principal payments received, interest payments received, and other information relevant to the Action.

Defendant has provided to Class Counsel, as defined below, an anonymized list reflecting Class Members', as defined below, loan information (the "Anonymized Class List"). The Anonymized Class List includes, for each loan within the Class Definition set forth in Section III.A below, a unique Class Member identification number; the last four digits of that Class Member's loan number; the date of the loan; the principal amount at issuance; the dollar amount of any origination fee paid on the loan; the dollar amount of principal paid on the loan; the dollar amount of interest paid on the loan; for loans that have been paid off, the date the loan was paid off; for loans that have been terminated other than having been paid off, the date the loan was terminated; and, for loans that are still active, the dollar amount of principal outstanding, the dollar amount of interest owed, and the date the loan is scheduled to be paid off pursuant to the loan terms. The Anonymized Class List shall be designated as Confidential and shall be used by Class Counsel only in connection with administration of the Settlement. Upon conclusion of the Action, or if it becomes certain that the Effective Date cannot occur, Class Counsel will promptly delete the Anonymized Class List from their records.

C. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

D. Class Counsel will have the right to appeal any award of attorneys' fees to the extent it is less than 33.3% of the Settlement Amount, litigation expenses, or service payments, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of attorneys' fees,

litigation expenses, or a service payment, the Parties will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

E. If the Effective Date does not occur because the Superior Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if the Settlement is terminated pursuant to this Agreement, or if for other reasons it becomes certain that the Effective Date cannot occur: (1) this Agreement will be void *ab initio* and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any Settlement funds in its possession to Defendant; (4) Class Counsel and the Settlement Administrator will delete any Class Lists, anonymized or otherwise, provided to them by Defendant in connection with this Agreement; and (5) in any further litigation proceedings that may ensue (excluding any appeal of an order denying approval), the Parties shall make no use of, and shall make no reference to, this Agreement, any motion for preliminary approval, motion for final approval, motion for award of attorneys' fees, litigation expenses, or class representative service payment, or any declaration or other paper that was filed in support of or in opposition to any aspect of this Settlement.

III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to class certification of the following Class (the members of which are referred to as the "Class Members") (also referred to herein as the "Class Definition"). Class Member loans within the scope of the Class Definition shall be referred to herein as "Class Loans."

All individuals in California who, between January 1, 2020 and November 15, 2020, obtained an auto title loan that was serviced by LoanMart and issued on documents that identify Capital Community Bank ("CCBank") as the lender, with an original

principal loan amount between \$2,500 and \$9,999, inclusive. Excluded from the Class are all employees of Defendant, all employees of Plaintiff's counsel, and the judicial officers to whom this action is assigned.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate that Plaintiff should be granted leave to file a First Amended Complaint ("FAC") that sets forth the foregoing Class Definition, a draft of which will be provided to Defendant for review at least three (3) court days prior to filing. If leave is granted by the Court, Plaintiff will file the FAC within three (3) court days after entry of an order granting preliminary approval. Within five (5) court days after the filing of the FAC, Defendant will file an Answer to the FAC.

C. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firms of Dostart Hannink LLP and Warren Terzian LLP will be appointed as counsel for the Class ("Class Counsel").

D. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that Plaintiff John Weeks will be appointed as the Class Representative.

E. Subject to Court approval, and subject to the Parties' right mutually to propose a different administration firm, the Parties agree that CPT Group, Inc. ("CPT") will be the Settlement Administrator. The Settlement Administrator will be responsible for: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; preparing declarations as required by the Court for preliminary and final approval of Settlement; computing the amount of settlement payments or credits to be made to Participating Class Members; transmitting settlement payments to Participating Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

F. Plaintiff shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of class notice. Plaintiff will provide drafts of the motion for preliminary approval and proposed order to Defendant at least seven (7) days prior to filing same with the Court. Proposed forms for the Notice of Class Action Settlement (“Class Notice”), Exclusion Form, and Objection Form are attached hereto as Exhibits A, B, and C, respectively. The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the Class and to consider any motion for award of attorneys’ fees, reimbursement of litigation expenses, and class representative service payment.

IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by Defendant is the principal amount of Two Million Ninety-Seven Thousand Eight Hundred Fifteen Dollars Forty-Three Cents (\$2,097,815.43) (the “Settlement Amount”). Within ten (10) days after the Preliminary Approval Date, Defendant shall cause to be transmitted to the Settlement Administrator the sum of \$675,000.00, to be held by the Settlement Administrator in an interest-bearing account (“Qualified Settlement Fund”). Pending entry of final approval and Judgment, the Settlement Fund may be used only for expenses of settlement administration, including the expense of disseminating Class Notice. If the Settlement is not granted final court approval for any reason, the entire remaining balance of the Settlement Fund shall be returned to Defendant. The remaining \$1,422,815.43 of the Settlement Amount (the “Settlement Reserve Amount”) will be held by Defendant pending the Effective Date and used thereafter as provided in Section VIII below. Defendant shall pay no portion of the Settlement Amount until it has received from the

Settlement Administrator a properly completed W-9 Form or other appropriate documentation for the Qualified Settlement Fund. The Settlement Amount represents the total extent of Defendant's monetary obligations under this Agreement and includes all sums to be paid under this Settlement as the consideration to Participating Class Members, including any Attorney Fee and Expense Award (as defined in Section V, below), Service Award(s) (as defined in Section VI, below), if any, and any Settlement Administration expenses.

B. As provided in Sections V, VI, VII, and VIII below, the Settlement Amount will be used to pay for Settlement Administration, court-approved attorneys' fees, court-approved litigation expenses, any court-approved class representative service payment, and settlement payments or credits to the Participating Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to one or more *cy pres* recipient(s) mutually proposed by the Parties and approved by the Court, unless the Court orders otherwise. As part of the motion for preliminary approval, the Parties will propose Consumer Federation of California ("CFC") and San Francisco Consumer Action ("Consumer Action") as the *cy pres* recipients, each organization to receive 50% of whatever residual funds may remain at the end of the administration process due to uncashed settlement checks. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendant.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to one-third (33-1/3%) of the Settlement Amount, plus actual litigation expenses not to exceed \$75,000 incurred in connection with the Action, to be paid from the Settlement Amount. In the event said motion is granted, as soon as practicable following the Effective Date, the Settlement Administrator will pay

to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court (the "Attorney Fee and Expense Award").

VI. SERVICE PAYMENTS

Class Counsel will file a motion requesting service payments to the Class Representative and, if deemed warranted, additional Class Members who provided assistance to Class Counsel, not to exceed \$30,000 in the aggregate to be paid from the Settlement Amount. In the event said motion is granted, as soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payment awarded by the Court (the "Service Award(s)").

VII. SETTLEMENT ADMINISTRATION

A. Within seven (7) business days following the Preliminary Approval Date, Defendant will provide to Class Counsel an updated Anonymized Class List, which shall include the same categories of Class Loan information provided in the initial Anonymized Class List, updated as of the most recent month-end, and shall identify which Class Members executed loans in Spanish. In addition, within seven (7) business days following the Preliminary Approval Date, Defendant will provide to the Settlement Administrator the Class List, which will include the same information as the updated Anonymized Class List and shall also include, for each Class Member, the individual's full name, full Class Loan number, whether the Class Member has an active Class Loan, as well as all known physical addresses, email addresses and telephone numbers for the Class Member in Defendant's possession, custody, or control. The Class List shall be designated as Confidential and shall be used by the Settlement Administrator only in connection with administration of the Settlement. The Settlement Administrator will maintain the name and contact information as Confidential for its own use only, subject to the following provisions. Class Counsel

and the Settlement Administrator shall not disclose the updated Anonymized Class List, the Class List or their contents to anyone except that, upon inquiry directly from a Class Member, the Settlement Administrator may provide Class Counsel with the inquiring Class Member's name and contact information, and Class Counsel and the Settlement Administrator may provide the inquiring Class Member with his or her respective information. Upon conclusion of the Action, or if it becomes certain that the Effective Date cannot occur, Class Counsel and the Settlement Administrator will promptly delete all versions of the Class List, anonymized or otherwise, from their records.

B. The Parties will use reasonable and best efforts so that, no later than thirty-five (35) days following the Preliminary Approval Date, the Settlement Administrator will e-mail and mail, via postage pre-paid first class U.S. Mail, the Court-approved Class Notice to the last-known email address and last-known U.S. Mail address of each Class Member, as reflected in the Class List. Prior to such mailing, the Settlement Administrator will run the Class Members' last-known U.S. Mail address through the U.S. Postal Service's National Change of Address ("NCOA") database. The date on which the Class Notice is disseminated to Class Members is referred to as the "Notice Date."

C. For a period of twenty-eight (28) days following the Notice Date, if any mailed Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will perform a skip-trace and/or other customary address search in an attempt to locate a valid address, and if a new address is obtained, will re-mail the Class Notice to that address. The Settlement Administrator shall format the Class Notice and otherwise administer the notice process in a reasonable manner to minimize costs, consistent with the provisions of this Settlement Agreement and any Court order.

D. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the operative Complaint, the Amended Settlement Agreement, the order granting preliminary approval of the Settlement, the Class Notice, the Exclusion Form, the Objection Form, and any other materials agreed to by the Parties.

E. The date that is sixty (60) days after the Notice Date shall be referred to as the “Exclusion/Objection Deadline.”

F. Any Class Member who wishes to be excluded from the Settlement must complete and sign an Exclusion Form in the form attached hereto as Exhibit B (or as modified by the Court) and must return the Exclusion Form to the Settlement Administrator no later than the Exclusion/Objection Deadline. Exclusion Forms may be returned to the Settlement Administrator by U.S. mail, electronic mail, or hand-delivery, as follows: *Weeks v. Wheels Financial Group, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; [email address to be determined]. If the completed Exclusion Form is returned to the Settlement Administrator by U.S. Mail, the date of return will be the date of the postmark. If the completed Exclusion Form is returned to the Settlement Administrator by personal delivery or e-mail, the date of return will be the date of receipt by the Settlement Administrator. Upon receipt of any Exclusion Form, the Settlement Administrator will promptly provide a copy to Class Counsel and Defendant’s counsel and will compare the information on the Exclusion Form against the Class List and advise Class Counsel and Defendant’s counsel whether it appears that the individual requesting exclusion is in fact a Class Member. Concurrently with the filing of any motion for final approval, the Settlement Administrator shall file a declaration with the Court authenticating a copy of every Exclusion Form received by the Settlement Administrator. Those Class Members who submit timely Exclusion Forms will be referred to as Excluded Class Members. Excluded

Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement.

G. Any Class Member who wishes to object to the Settlement must complete and sign an Objection Form in the form attached hereto as Exhibit C (or as modified by the Court) and must return the completed Objection Form to the Settlement Administrator no later than the Exclusion/Objection Deadline. Objection Forms may be returned to the Settlement Administrator by U.S. mail, electronic mail, or hand-delivery, as follows: *Weeks v. Wheels Financial Group, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 [email address to be determined]. If the completed Objection Form is returned to the Settlement Administrator by U.S. Mail, the date of return will be the date of the postmark. If the completed Objection Form is returned to the Settlement Administrator by personal delivery or e-mail, the date of return will be the date of receipt by the Settlement Administrator. Upon receipt of any Objection Form, the Settlement Administrator will promptly provide a copy to Class Counsel and Defendant's counsel and will compare the information submitted by the objector against the Class List and advise Class Counsel and Defendant's counsel whether it appears that the objector is in fact a Class Member. Concurrently with the filing of any motion for final approval, the Settlement Administrator shall file a declaration with the Court authenticating a copy of every Objection Form received by the Settlement Administrator. Class Counsel and Defendant's counsel will respond to any objections, as appropriate, either in briefs filed in advance of the final approval hearing or at the final approval hearing.

H. No later than fourteen (14) days following the Exclusion/Objection Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a written report

listing the name of each Excluded Class Member and any Class Member who has objected to the Settlement.

I. If the number of Excluded Class Members pursuant to Section VII.F equals or exceeds the number or percentage specified in a separate letter executed concurrently with this Settlement Agreement by Class Counsel and Defendant's counsel, then Defendant shall have the right to terminate this Agreement. If a right to terminate this Agreement arises pursuant to this Section VII.I, Defendant may exercise such termination right by providing written notice of termination to Class Counsel not later than fourteen (14) days after the date on which the report disclosing the number of Excluded Class Members pursuant to Section VII.H is provided to Defendant's counsel. If a termination right is not timely exercised within such 14-day period, such right shall expire automatically and be forever waived. The number or percentage of Excluded Class Members necessary to give rise to a termination right pursuant to this Section VII.I shall be confidential except to the Court, who shall upon request be provided with a copy of the letter for *in camera* review.

J. Class Members who do not submit a timely Exclusion Form are referred to as the "Participating Class Members." Only Participating Class Members will receive settlement payments or credits under the Settlement, in accordance with Section VIII, below.

VIII. SETTLEMENT PAYMENTS

A. The "Net Settlement Amount" is the Settlement Amount less the Attorney Fee and Expense Award, the Service Award(s), and the expense of Settlement Administration (including expenses incurred and the Settlement Administrator's good faith estimate of future expenses to be incurred). The Net Settlement Amount shall be distributed to Participating Class Members as set forth below.

B. Within fourteen (14) days after the Effective Date, Defendant will provide to the Settlement Administrator an updated Class List with respect to the loans of Participating Class Members. This updated Class List will contain the same categories of information included in the initial Class List, updated to be current as of the Effective Date. The updated Class List will also state, for each loan, whether the loan is “closed” or “open” in Defendant’s records as of the Effective Date. A “closed” loan is a loan on which all amounts of principal and interest have been paid or for which Defendant’s loan account for the Participating Class Member has been otherwise terminated. An “open” loan is a loan on which there is an outstanding balance due for principal and/or interest. Defendant will also provide to Class Counsel an updated Anonymized Class List, with information current as of the Effective Date.

C. The Settlement Administrator will compute the settlement payment attributable to each Class Loan (the “Distribution Amount”) by multiplying the Net Settlement Amount by a fraction, the numerator of which is the sum of the interest and origination fee paid on the Class Loan, and the denominator of which is the aggregate total of all interest and all origination fees paid on all Class Loans by all Participating Class Members as of the Effective Date. In other words, as of the Effective Date, the Distribution Amount = the Net Settlement Amount x (interest paid + origination fee on Class Loan / total interest + origination fees on all Participating Class Loans).

D. The Distribution Amount will be paid to each Participating Class Member either as a cash payment or as a credit to the Class Loan account, as follows: (1) if the Class Loan is “closed” as of the Effective Date, the Participating Class Member will be entitled to receive a cash payment for the Distribution Amount, in the form of a check; (2) if the Class Loan is “open” as of the Effective Date, the Participating Class Member’s Class Loan account will be credited by an amount equal to the lesser of (a) the outstanding balance due as of the Effective Date and (b) the

Distribution Amount. If the Distribution Amount for an “open” Class Loan exceeds the outstanding balance as of the Effective Date, the Participating Class Member will be entitled to receive a check in the amount of the difference between the Distribution Amount and the outstanding balance. Notwithstanding the foregoing, for any Class Loan that is “open” as of the Effective Date but becomes “closed” as of the date of distribution, the Participating Class Member shall be entitled to receive a cash payment for the Distribution Amount, in the form of a check, instead of a credit to the Class Loan.

E. Within twenty-one (21) days following the Effective Date, the Settlement Administrator shall provide to Class Counsel and to Defendant’s Counsel (1) the sum total of all Distribution Amounts for Participating Class Members with “open” Class Loans who are to receive a settlement payment in the form of a credit to their Class Loan account (“Credit Distribution Amount”), (2) the sum total of all Distribution Amounts for Participating Class Members who are to receive a settlement payment in the form of a check (“Check Distribution Amount”), and (3) the Class List with the applicable Distribution Amounts calculated for each Class Loan. Within ten (10) business days following Defendant’s receipt of the latter of (1)-(3), Defendant shall (i) cause to be transmitted to the Settlement Administrator such portion of the Settlement Reserve as is necessary for the Settlement Administrator to pay the Attorney Fee and Expense Award, the Service Award(s), and the Check Distribution Amount and (ii) credit each Participating “open” Class Loan with the applicable Credit Distribution Amount. Defendant shall pay no portion of the remainder of the Settlement Amount until it has received from the Settlement Administrator a properly completed W-9 Form or other appropriate documentation for the Qualified Settlement Fund.

F. For Participating Class Members entitled to receive a cash payment, the Settlement Administrator will mail checks as soon as practicable after the Effective Date. Any envelope transmitting a settlement distribution check to a Participating Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

G. For Participating Class Members entitled to receive an account credit, Defendant shall advise the Settlement Administrator of the date certain upon which it will credit the "open" Participating Class Loans with their respective Distribution Amounts pursuant to section VIII.E, within three (3) days of its receipt of the latter of items (1)-(3) in section VIII.D, above. Within three (3) days thereof, the Settlement Administrator will send an e-mail to those Participating Class Members stating the date and the Distribution Amount to be credited to the Participating "open" Class Loan.

H. If necessary to comply with IRS regulations, Defendant shall provide the Settlement Administrator with the Participating Class Members' respective social security numbers or other taxpayer identification numbers, to the extent such information is in Defendant's possession. Alternatively, the Settlement Administrator may require that a Participating Class Member provide his or her social security number, taxpayer identification number, and/or other information, if necessary to comply with IRS regulations. The Settlement Administrator will indicate on the check stub or other payment memorandum that the recipient should consult his or her tax advisor regarding the tax consequences of the settlement payment.

I. In the event any check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or perform a skip trace to attempt to locate a current address and re-mail the check. If any settlement distribution check has not been negotiated within sixty (60) days after the date of

mailing, the Settlement Administrator shall mail a reminder postcard to such Class Member. Any settlement payment check that is not negotiated within ninety (90) days after its mailing by the Settlement Administrator shall be void. Unless the Settlement Administrator determines that it would not be economical to do so, any portion of the Settlement Amount, including any accrued interest thereon, that remains unpaid at the end of 90 days after the date of initial mailing of settlement checks shall be distributed in a second distribution to those Participating Class Members who negotiated their initial settlement check or received their Distribution Amount in the form of a credit to their Class Loan. In any such second distribution, each Participating Class Member will be entitled to receive a settlement check in an amount computed by multiplying the total amount of residual funds that remain to be distributed by a fraction, the numerator of which is the Participating Class Member's Distribution Amount, and the denominator of which is the sum total of all settlement checks that were negotiated and credits that were applied in the first distribution. If the Settlement Administrator determines that it would not be economical to undertake a second distribution, or if there are checks that remain uncashed 60 days after the mailing of second-distribution checks, any residual settlement funds shall be paid to 50% to CFC and 50% to Consumer Action, as *cy pres* recipients, unless the Court orders otherwise.

IX. RELEASE OF CLAIMS

A. Provided that the Effective Date occurs and Defendant has paid the full Settlement Amount, Plaintiff and all Class Members who have not timely requested exclusion from the Settlement shall be deemed to release and discharge Defendant and CCBank, and each of their officers, directors, employees, and agents, from any and all claims alleged in the Complaint, based solely upon the facts alleged in the Complaint and claims made or which could have been made

regarding payments on a principal balance owed on the Class Loans on or before the Effective Date.

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims, which Defendant denies with respect to all allegations of liability, fault, or wrongdoing. Nothing in this Agreement constitutes an admission by any Party as to the validity of any claim or defense asserted in the Action as to the merits or the propriety of class certification of any claims, other than for purposes of settlement.

B. This Agreement may be modified only by a writing signed by the Parties.

C. This Agreement, including its exhibits and the separate letter referred to in Section VII.I, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out.

F. Each person signing this Agreement represents that he or she has carefully read the Agreement, has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Agreement and all other matters contained herein, and understands the Agreement.

G. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

H. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs and has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any released claim except as set forth herein, and that there are no persons other than Class Counsel having any interest in any award of attorneys' fees, expenses, or litigation costs in connection with the Action. Defendant warrants that it has obtained all necessary authorizations under its organizational documents and under law to make this Agreement binding on it.

I. The Parties agree that this Agreement, and any and all disputes that arise from or in any way relate to this Agreement, will be governed and interpreted and enforced in accordance with the laws of the State of California, but without regard to its law concerning conflict of laws.

J. It is the intention of the Parties to comply in all respects with the requirements of California law and with any applicable Case Management Order or local rule of the Court with respect to this Settlement Agreement, the procedure for obtaining court approval, and the

procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the dollar amount of aggregate monetary consideration to be paid by Defendant set forth in Section IV.A, the Parties agree to negotiate in good faith to modify the Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

K. This Agreement may be executed in counterparts.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses related to the Action. The Riverside County Superior Court will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

M. No representations or advice regarding the tax consequences of this Agreement have been made by any Party. The Parties further understand and agree that each Party, each Class Member, Class Counsel, and Plaintiff shall be responsible for his, her, its, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.


N. This Agreement shall not be offered nor shall be admissible as evidence in any action or proceeding between Plaintiff, Class Members and Defendant except (i) the hearings necessary to obtain and implement Court approval of this Settlement; and (ii) any hearing to enforce the terms of this Settlement Agreement or related order by the Court. This Settlement whether or not consummated, any proceedings relating to the Settlement, and any of the terms of the Settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of Defendant with respect to any fact or matter

alleged in the Action, or any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defense that has been or could have been asserted.

O. This Settlement Agreement's terms shall apply to and bind the Parties and their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: Dec 28, 2022


John Weeks (Dec 28, 2022 16:20 EST)

JOHN WEEKS

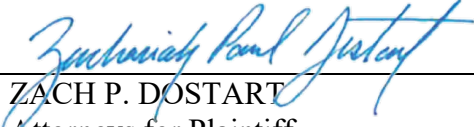
Dated: _____

WHEELS FINANCIAL GROUP, LLC
(dba LOANMART)

Name: _____
Title: _____

APPROVED AS TO FORM

Dated: December 28, 2022

DOSTART HANNINK LLP


ZACH P. DOSTART
Attorneys for Plaintiff

Dated: January 3, 2023

WARREN TERZIAN LLP


THOMAS D. WARREN
Attorneys for Plaintiff

Dated: _____

McGUIREWOODS LLP

DELEYLA A. LAWRENCE
Attorneys for Defendant

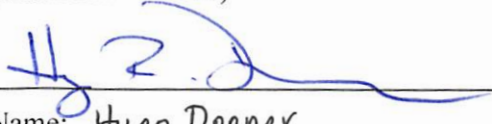
alleged in the Action, or any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defense that has been or could have been asserted.

O. This Settlement Agreement's terms shall apply to and bind the Parties and their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: _____ JOHN WEEKS

Dated: 1-3-2023 WHEELS FINANCIAL GROUP, LLC
(dba LOANMART)


Name: Hugo Dooner
Title: CEO

APPROVED AS TO FORM

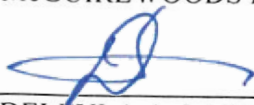
Dated: _____ DOSTART HANNINK LLP

ZACH P. DOSTART
Attorneys for Plaintiff

Dated: _____ WARREN TERZIAN LLP

THOMAS D. WARREN
Attorneys for Plaintiff

Dated: 1/3/2023 McGUIREWOODS LLP



DELEYLA A. LAWRENCE
Attorneys for Defendant