

IF YOU OBTAINED AN AUTO TITLE LOAN THAT WAS SERVICED BY WHEELS FINANCIAL GROUP (DOING BUSINESS AS LOANMART) AND ISSUED ON DOCUMENTS THAT IDENTIFY CAPITAL COMMUNITY BANK BETWEEN JANUARY 1, 2020 AND NOVEMBER 15, 2020 WITH AN ORIGINAL PRINCIPAL AMOUNT BETWEEN \$2,500 AND \$9,999, YOU MAY BE ENTITLED TO COMPENSATION.

NOTICE OF CLASS ACTION SETTLEMENT

Weeks v. Wheels Financial Group (doing business as LoanMart)
Riverside County Superior Court
Case No. RIC2002418

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

The purpose of this Notice is to inform Class Members about a proposed settlement of a class action lawsuit that is pending in the Riverside County Superior Court (the “Court”). The lawsuit is *Weeks v. Wheels Financial Group (doing business as LoanMart)*, Case No. RIC2002418 (the “Lawsuit”).

This Notice explains what the Lawsuit is about, the main terms of the Settlement, and Class Members’ rights and options under the Settlement.

I. What the Lawsuit Is About

The Lawsuit alleges that, with respect to auto title loans issued in California between January 1, 2020 and November 15, 2020 with an original principal amount between \$2,500 and \$9,999, inclusive, Wheels Financial Group (doing business as LoanMart) (“LoanMart”) charged interest and/or origination fees that exceeded the maximum amount allowed by California law. The Lawsuit is brought on behalf of a Class defined as follows:

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.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

The parties have exchanged detailed information about the claims and defenses at issue in the Lawsuit. After settlement negotiations overseen by an independent mediator, the parties reached a proposed Settlement Agreement (“Settlement”) that, if approved by the Court, will resolve the claims asserted in the Lawsuit. The proposed Settlement is entered into without any admission of liability or wrongdoing by LoanMart.

The Court entered an order granting preliminary approval to the Settlement on January 17, 2023 (the “Preliminary Approval Date”). This means the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. A final determination of these issues will be made at a final hearing scheduled for June 13, 2023 at 8:30 a.m. in Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

On January 17, 2023, the Court also certified the Class for settlement purposes; appointed the law firms of Dostart Hannink and Warren Terzian as Class Counsel for settlement purposes; appointed John Weeks as the

Class Representative for settlement purposes; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. Monetary Consideration. For the benefit of Class Members, LoanMart agrees to pay monetary consideration of Two Million Ninety-Seven Thousand Eight Hundred Fifteen Dollars Forty-Three Cents (\$2,097,815.43) (the “Settlement Amount”).

2. Settlement Payments to Participating Class Members. Class Members who do not exclude themselves from the Settlement on or before April 24, 2023 (the “Exclusion/Objection Deadline”) are referred to as “Participating Class Members.” If the Settlement is approved by the Court and becomes effective, each Participating Class Member will be entitled to receive a settlement payment computed by multiplying the Net Settlement Amount by a fraction, the numerator of which is the sum of the interest and origination fees paid on the Participating Class Member’s loan, and the denominator of which is the aggregate total of all interest and all origination fees paid on all loans by all Participating Class Members. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, any class representative service payments, and expenses of settlement administration. It is currently estimated that Participating Class Members will receive an average recovery of approximately \$459.98. Further, it is currently estimated that the range of recovery for a Participating Class Member will be a minimum of approximately \$7.50 and maximum of approximately \$2,000.00. The foregoing figures are estimates only; the actual recovery for each Participating Class Member will be determined as of the Effective Date of the Settlement. The settlement payment will be made either by check (for loans that are closed as of the Effective Date) or as an account credit (for loans that are open as of the Effective Date). Unless the Settlement Administrator determines that it would not be economical to do so, or unless the Court orders otherwise, 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 will 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. 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 50% to Consumer Federation of California and 50% to Consumer Action, or as otherwise directed by the Court.

3. Attorneys’ Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys’ fees of up to 33-1/3% of the Settlement Amount, plus actual litigation expenses not exceeding \$75,000. These amounts are all subject to Court approval.

4. Service Payments. Class Counsel will file a motion requesting a service award to the Class Representative (and, if deemed warranted, to additional Class Members who provided assistance to Class Counsel) not to exceed \$30,000 in the aggregate. The amount of any such service payment is subject to Court approval.

5. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members' Rights and Options Under the Settlement

Class Members have three options under the Settlement. If you are a Class Member, you may: (1) do nothing, in which case you will be deemed to be a Participating Class Member and you will be entitled to receive a share of the Net Settlement Amount following the Effective Date; (2) exclude yourself from the Settlement; or (3) object to the Settlement. The following paragraphs explain these options in more detail.

1. Do Nothing/No Action Is Necessary for Class Members to Participate In the Settlement. If you do nothing, you will be deemed to be a Participating Class Member and, if the Settlement is given final court approval and becomes effective, you will be entitled to a settlement payment in accordance with the terms of the Settlement.

2. Request To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and sign an Exclusion Form and return it to the Settlement Administrator no later than April 24, 2023. A blank Exclusion Form is provided along with this notice, and is also available on the Settlement website at www.LoanMartClassAction.com. Exclusion Forms can be mailed or delivered to the Settlement Administrator, as follows: *Weeks v. Wheels Financial Group Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: LoanMartClassAction@cptgroup.com. If the completed Exclusion Form is returned by U.S. Mail, the date of return will be the date of the postmark. If the completed Exclusion Form is returned by personal delivery or email, the date of return will be the date the Exclusion Form is 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. A judgment in the action will bind all Class Members who do not timely request exclusion.

3. Object to the Settlement. Any Class Member who wishes to object to the Settlement must complete and sign an Objection Form and return it to the Settlement Administrator no later than April 24, 2023. A blank Objection Form is provided along with this notice, and is also available on the Settlement website at www.LoanMartClassAction.com. Objection Forms can be mailed or delivered to the Settlement Administrator, as follows: *Weeks v. Wheels Financial Group Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: LoanMartClassAction@cptgroup.com. If the completed Objection Form is returned by U.S. Mail, the date of return will be the date of the postmark. If the completed Objection Form is returned by personal delivery or email, the date of return will be the date the objection is received by the Settlement Administrator. You may not submit both an Objection Form and an Exclusion Form. If you submit an Objection and the Court approves the Settlement, you will be entitled to receive a payment in accordance with the terms of the Settlement and you will be bound by any judgment entered by the Court. Any Class Member who does not request to be excluded from the Settlement may enter an appearance through counsel, at the Class Member's own expense.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, and provided that LoanMart has paid the full Settlement Amount, each Class Member who has not timely requested exclusion from the Settlement will be deemed to release and discharge LoanMart 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.

V. Final Approval Hearing

The Court will hold a hearing on June 13, 2023 at 8:30 a.m. to determine whether the Settlement should be finally approved and to rule on Class Counsel’s motion for award of attorneys’ fees, reimbursement of litigation expenses, and any class representative service payment. The Court is located in Department 1 of the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. You are not required to attend the hearing, but you may if you choose.

VI. For More Information

The pleadings and other records in this litigation may be examined online on the Riverside County Superior Court’s website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. After arriving at the website, click the “Case Number Search” link, then enter RIC2002418 as the case number and click “SEARCH.” Images of every document filed in the Lawsuit may be viewed through the “Register of Actions” at a minimal charge.

This Notice contains only a summary of the terms of the proposed Settlement. The full version of the Amended Settlement Agreement was filed with the Court as Exhibit 1 to Plaintiff’s Notice of Filing Amended Settlement Agreement and Revised Proposed Order Regarding Motion for Preliminary Approval of Class Action Settlement, filed on January 6, 2023. The full version of the Amended Settlement Agreement is also available on the Settlement website: www.LoanMartClassAction.com.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator

Weeks v. Wheels Financial Group

Settlement Administrator

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Tel: 1-833-493-1549

Email: LoanMartClassAction@cptgroup.com

Class Counsel

Dostart Hannink LLP

4225 Executive Square, Ste. 600

La Jolla, CA 92037

Tel: (858) 623-4265

Email: cklobucar@sdlaw.com