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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 17 2023

*LM* L. Howell

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

**JOHN WEEKS**, an individual, individually  
and on behalf of all others similarly situated,

Plaintiff,

v.

**WHEELS FINANCIAL GROUP (dba  
LoanMart)**, a California limited liability  
company,

Defendant.

Case No. RIC2002418

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND PROVIDING  
FOR NOTICE**

Assigned to the Hon. Craig G. Riemer

Date: January 13, 2023

Time: 8:30 a.m.

Dept.: 1

Action Filed: July 6, 2020

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement  
2 (“Motion”) relating to the Amended Settlement Agreement (“Settlement”) between Plaintiff John  
3 Weeks (“Plaintiff”) and Defendant Wheels Financial Group, LLC (dba LoanMart) (“LoanMart” or  
4 “Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” Having read and  
5 considered the moving papers, including the Amended Settlement Agreement, and finding good  
6 cause, the Court finds and orders as follows:

7 1. Based upon the Court’s review of the Settlement and the papers filed in support of  
8 the request for preliminary approval, there is sufficient evidence to suggest the proposed Settlement  
9 might be fair, adequate, and reasonable to Class Members. Accordingly, the Motion for Preliminary  
10 Approval is **GRANTED**.

11 2. This Order incorporates by reference the definitions in the Amended Settlement  
12 Agreement and all terms defined therein shall have the same meaning in this Order.

13 3. The Court hereby conditionally certifies the following class (“Class”) for settlement  
14 purposes: “All individuals in California who, between January 1, 2020 and November 15, 2020,  
15 obtained an auto title loan that was serviced by LoanMart and issued on documents that identify  
16 Capital Community Bank (“CCBank”) as the lender, with an original principal loan amount between  
17 \$2,500 and \$9,999, inclusive. Excluded from the Class are all employees of Defendant, all  
18 employees of Plaintiff’s counsel, and the judicial officers to whom this action is assigned.”

19 4. Plaintiff is granted leave to file a First Amended Complaint that sets forth the  
20 foregoing Class Definition.

21 5. The Court’s preliminary approval includes the following:

22 a. John Weeks is designated as the Class Representative.

23 b. Dostart Hannink LLP, located at 4225 Executive Square, Suite 600, La Jolla,  
24 CA 92037, and Warren Terzian LLP, located at 222 N. Pacific Coast Highway, Suite 200, Los  
25 Angeles, CA 90245, are designated as Class Counsel.

26 c. CPT Group, Inc., located at 50 Corporate Park, Irvine, CA 92606, is  
27 designated as the Settlement Administrator. The Settlement Administrator is authorized to perform  
28 such services as are set forth in this Order and Section VII (“Settlement Administration”) of the

1 Amended Settlement Agreement. If the Court ultimately grants final approval, the Settlement  
2 Administrator shall also perform such services as may be set forth in an order granting final approval  
3 and Section VIII (“Settlement Payments”) of the Amended Settlement Agreement.

4 6. The Court approves the Class Notice (attached as **Exhibit A** hereto), the Exclusion  
5 Form (attached as **Exhibit B** hereto), and the Objection Form (attached as **Exhibit C** hereto).

6 7. The Settlement Administrator is directed to disseminate the Class Notice, including  
7 the Exclusion Form and the Objection Form, to Class Members via email and first class U.S. Mail  
8 in accordance with the schedule set forth below in Paragraph 11. For Class Members whose loan  
9 documents were executed in Spanish, the Class Notice shall be provided in Spanish. The Court finds  
10 that this notice procedure meets the requirements of Rule 3.766(d) of the California Rules of Court  
11 and due process, and constitutes the best practicable notice under the circumstances.

12 8. The Class Notice shall be accompanied by the Exclusion Form that a Class Member  
13 may use to request exclusion from the Settlement. Any completed Exclusion Form shall be submitted  
14 to the Settlement Administrator, not filed with the Court. The Settlement Administrator shall send a  
15 copy of any completed Exclusion Form to all counsel. The Settlement Administrator shall file a  
16 declaration concurrently with the filing of any motion for final approval, authenticating a copy of  
17 every Exclusion Form received by the Settlement Administrator. Class Members who do not timely  
18 request exclusion shall be bound by all orders or judgments that may be entered by the Court.

19 9. The Class Notice shall be accompanied by an Objection Form that a Class Member  
20 may use to object to the Settlement. Any completed Objection Form shall be submitted to the  
21 Settlement Administrator, not filed with the Court. The Settlement Administrator shall send a copy  
22 of any completed Objection Form to all counsel. The Settlement Administrator shall file a  
23 declaration concurrently with the filing of any motion for final approval, authenticating a copy of  
24 every Objection Form received by the Settlement Administrator.

25 10. The Final Approval Hearing shall be held in this Court, located at 4050 Main Street,  
26 Riverside, CA 92501, Department 1, on June 13, 2023, at 8:30 Am., at which time  
27 the Court will determine whether the Settlement should be granted final approval. At that time, the  
28 Court will also consider Class Counsel’s motion for attorneys’ fees, litigation expenses, and any

CR

1 proposed service awards to the Class Representative and, if deemed warranted, additional Class  
 2 members who provided assistance to Class Counsel. The Court reserves the right to adjourn or  
 3 continue the date of the Final Approval Hearing and retains jurisdiction to consider all further matters  
 4 arising out of or connected with the proposed Settlement. The Settlement Administrator shall give  
 5 notice to any objecting party of any continuance of the hearing of the motion for final approval.

6 11. The Court hereby adopts the following dates for performance of the specified  
 7 activities leading to the Final Approval Hearing:


8 9 10 11	7 business days after preliminary approval	Deadline for Defendant to provide the Class List to the Settlement Administrator and an updated Anonymized Class List to Class Counsel
12 13 14	10 days after preliminary approval	Deadline for Defendant to transmit \$675,000 to the Settlement Administrator.
15 16 17 18 19	45 days after preliminary approval	Deadline for the Settlement Administrator to email and mail via first class U.S. Mail, postage prepaid, the Class Notice to Class Members, including the Exclusion Form and the Objection Form. This is the "Notice Date."
20 21 22	By the Notice Date	Deadline for Settlement Administrator to establish a Settlement Website on which it will make available the operative Complaint, the Amended Settlement Agreement, the Class Notice, the Exclusion Form, the Objection Form, this Order Granting Preliminary Approval, and any other materials agreed to by the Parties.
23 24 25	60 days after Notice Date	Exclusion/Objection Deadline; last day for Class Members to return a completed Exclusion Form; last day for Class Members to return a completed Objection Form
26 27	16 court days before Final Approval Hearing	Deadline for Class Counsel to file motion for final approval, including Class Counsel's request regarding attorneys' fees, litigation expenses, and service awards
28	<u>June 13</u> , 2023, at <u>8:30 a.m.</u>	Final Approval Hearing

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12. The Parties are ordered to carry out the Settlement in the manner provided in this Order.

IT IS SO ORDERED.

Dated: January 13, 2023

  
\_\_\_\_\_  
Hon. Craig G. Riemer  
Riverside County Superior Court Judge

# Exhibit A

**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 [REDACTED], 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 [REDACTED] a.m./p.m. in Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

On [REDACTED], 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 <<Date>> (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 <<Date>>. A blank Exclusion Form is provided along with this notice, and is also available on the Settlement website at [REDACTED]. 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: [REDACTED]. 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 <<Date>>. A blank Objection Form is provided along with this notice, and is also available on the Settlement website at [REDACTED]. 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: [REDACTED]. 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 [REDACTED] .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: [REDACTED].

**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: [REDACTED]  
Email: [REDACTED]

Class Counsel  
Dostart Hannink  
4225 Executive Square, Ste. 600  
La Jolla, CA 92037  
Tel: (858) 623-4265  
Email: cklobucar@sdlaw.com

# Exhibit B

**EXCLUSION FORM**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
*Weeks v. Wheels Financial Group (doing business as LoanMart)*  
Case No. RIC2002418

NOTE: THIS FORM IS FOR USE **ONLY** IF YOU DO **NOT** WANT TO RECEIVE A SETTLEMENT PAYMENT FROM THIS CLASS ACTION.

If you do **not** want to receive a payment from this Settlement, fill in, date, and sign this Exclusion Form and return it to the Settlement Administrator by mail, personal delivery, or email, as follows:

Weeks v. Wheels Financial Group Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park, Irvine, CA 92606  
Email: \_\_\_\_\_

**If you want to exclude yourself from the Settlement, this document must be postmarked (if sent to the Settlement Administrator by U.S. Mail) or delivered (if sent to the Settlement Administrator by e-mail or personal delivery) no later than \_\_\_\_\_, 2023.**

**I HEREBY AFFIRM THAT IT IS MY DECISION TO NOT PARTICIPATE IN THE SETTLEMENT REFERRED TO IN THE NOTICE OF CLASS ACTION SETTLEMENT, AND IT IS MY DECISION TO EXCLUDE MYSELF FROM THE CLASS.**

Your Information:

Name (print): \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Loan Number (if known): \_\_\_\_\_ Date of Loan (if known): \_\_\_\_\_

**I understand that by submitting this Exclusion Form, I will not receive any payment or other benefit from the Settlement.**

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

# Exhibit C

**OBJECTION FORM**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

*Weeks v. Wheels Financial Group (doing business as LoanMart)*

Case No. RIC2002418

NOTE: THIS FORM IS FOR USE **ONLY** IF YOU WANT TO OBJECT TO THE CLASS ACTION SETTLEMENT OR ANY OF ITS TERMS.

You have the right to object to the Settlement, or any of its terms. If you want to object, fill in, date, and sign this Objection Form and return it to the Settlement Administrator by mail, personal delivery, or email, as follows:

Weeks v. Wheels Financial Group Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park, Irvine, CA 92606  
Email: \_\_\_\_\_

**If you want to object to the Settlement or any of its terms, this document must be postmarked (if returned to the Settlement Administrator by U.S. Mail) or delivered (if returned to the Settlement Administrator by e-mail or personal delivery) no later than \_\_\_\_\_, 2023.**

Information Regarding Your Objection:

Name (print): \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Loan Number (if known): \_\_\_\_\_ Date of Loan (if known): \_\_\_\_\_

Describe the basis for your objection (attach additional pages if needed): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By submitting an Objection, you are not excluding yourself from the Settlement. If you want to exclude yourself from the Settlement, you must submit an Exclusion Form (which has been separately provided to you). Please note that you cannot both object to the Settlement and request exclusion.

You may, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_, 2023 at \_\_\_\_\_ a.m./p.m. in Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 and discuss your objection with the Court and the Parties. You may also retain an attorney, at your own expense, to represent you at the hearing. If you are represented by an attorney or law firm, please provide the following information:

Name of Your Attorney/Law Firm: \_\_\_\_\_

Telephone Number of Attorney/Law Firm: \_\_\_\_\_

Address of Attorney/Law Firm: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Your Signature: \_\_\_\_\_