

If you were a California resident when you used certain websites (including MoneyMutual) to receive a payday loan from certain lenders, a class action lawsuit may affect your rights.

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

- The settlement resolves a lawsuit over whether Defendants violated certain laws by promoting payday loans from certain unlicensed lenders.
- If you submit a timely claim form, you will receive at least \$38. If fewer than all eligible class members submit a claim, you will receive a greater sum of money, up to a maximum of \$1,000. See paragraph 7 below.
- In all \$675,000 will be paid out to former MoneyMutual customers who got loans from certain lenders.
- In addition, Defendants will be prohibited from promoting payday loans from unlicensed lenders.
- The Court will also be asked to approve payments for legal fees and settlement administration.
- The two sides disagree whether Defendants' practices were legal and, if they were not, how much money they should have to pay to former customers. Moreover, Defendants are in financial distress and would file bankruptcy if this case is not resolved on the proposed terms.
- Your legal rights will be affected whether you act or not. Read this Notice carefully. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
Submit a Claim	You will: <ul style="list-style-type: none">• Stay in the lawsuit• Receive at least \$38• Give up certain rights
Exclude Yourself	You will: <ul style="list-style-type: none">• Get out of this lawsuit• Receive no compensation• Keep any rights to sue individually

Object to the Settlement and Submit a Claim	<p>You will:</p> <ul style="list-style-type: none">• Stay in the lawsuit.• Receive at least \$38• Be allowed to file court papers and appear before the Judge explaining why you do not like the settlement
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- **NOTE: If you do not submit a claim, you will receive NO money.**
- Your rights and options are explained in this Notice. To object you must act before **May 28, 2020.**
- The Court must still decide whether to approve this settlement. Please be patient.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MoneyMutualSettlement.com, contact class counsel identified in paragraph 17, or accessing the Court docket online through PACER (see paragraph 22).

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BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

Certain records indicate that you applied for a loan by visiting certain websites affiliated with Defendants. You filled out your name, contact information in the State of California, employment and banking information, and that information was then sent to one or more potential payday lenders. The relevant lenders are CASH YES, VIP PDL SERVICES, LLC aka VIP Loan Shop, SCS PROCESSING, LLC aka Everest Cash Advance, ACTION PDL SERVICES, LLC aka Action Payday, BD PDL SERVICES, LLC aka Bottom Dollar Payday aka BD PDL Services.com LLC, INTEGRITY PDL SERVICES, LLC aka Integrity Payday Loans aka IPL Today, Fast EFNDS, LLC aka Fast Efunds, and MB Marketing, LLC.

You have been sent this Notice because you have a right to know about a proposed settlement of the class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, you will receive certain compensation. You can receive updates about the progress of the settlement from the website listed at the bottom of this Notice.

This packet explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

This Notice explains the Court has allowed or “certified” a class action that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Defendants on your behalf are correct.

The Court in charge of the case is the United States District Court, Northern District of California. Judge Jeffrey S. White of the is overseeing this class action. The lawsuit is known as Gilbert v. MoneyMutual, LLC. et. al., Case No. 3-cv-01171-JSW. The persons who sued are the Plaintiffs and the various companies and individuals being sued are the Defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit contends that the Defendants operated or were affiliated with certain websites used to refer potential borrowers to potential lenders. One of these websites is MoneyMutual.com. The lawsuit contends many of the lenders promoted on the websites were illegally making loans to California residents because they were not licensed to do so.

This lawsuit is about whether Defendants violated state and federal law by assisting unlicensed lenders make loans.

The Defendants deny they did anything wrong or that any damages should be awarded to the class.

3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Sean L. Gilbert, Keeya Malone, Charmaine B. Aquino, and Kimberly Bilbrew) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The companies or persons they sue (in this case MoneyMutual, LLC, Selling Source, LLC, PartnerWeekly, LLC, Glenn McKay, John Hashman, Brian Rauch, Montel Williams) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

This settlement will also resolve claims being brought in a related class action called Pham v. MoneyMutual, LLC, Alameda County Superior Court Case No. RG12652919, which includes additional plaintiffs Dinah Pham, Paula Bernal, Mary F. Bailey, Irma R. Candaza, and Anna Rae Martinez and additional defendants London Bay Capital, LLC, TSS Acquisition Company, LLC, Samuel W. Humphreys, Douglas Tulley, and Alton F. Irby III.

4. WHY IS THIS LAWSUIT A CLASS ACTION?

The Court previously ruled on February 8, 2016 that a class of more than 500,000 persons could be certified. Notice was provided to that class and only two persons opted out or excluded themselves from the class. Subsequently, for reasons explained in the court settlement papers, it became necessary to reduce the class to 17,349 persons who received payday loans from certain lenders.

The Court has ruled that all of the class members in this smaller group have similar claims and Defendants have similar defenses that apply in general to all of the class members. Therefore, the Court ordered that this proposed settlement should proceed as a class action. The Court also ruled that attorneys Jeffrey Wilens and Jeffrey Spencer are qualified to represent the class.

WHO IS IN THE SETTLEMENT

5. AM I PART OF THIS CLASS?

Judge White decided that all California residents who received a payday loan from certain lenders between February 11, 2009 and February 8, 2016 by using one of various websites (including MoneyMutual) are members of the class.

If this Notice is addressed to you, it has been determined you are a class member. If you do not receive this Notice, it is possible it was mailed to an old address or your name might not be on the class list at all. You can contact class counsel identified in paragraph 17 for assistance.

6. DO I NEED PROOF IN ORDER TO GET COMPENSATION?

Proof is not required to be a member of the Class as Defendants' records contain that information. However, if you believe you should be a Class Member, but have not received this Notice, you should contact Class Counsel before May 28, 2020 at the address listed in paragraph 17 below and present proof that you are a Class Member.

THE SETTLEMENT BENEFITS

7. WHAT DOES THE SETTLEMENT PROVIDE?

The settlement provides for a cash payment of at least \$38 to each of the class member who submits a timely Claim Form. If you do not submit a Claim Form, you will receive no money and other claimants will take your share.

A total of \$675,000 will be divided among up to 17,349 class members. If everyone submits a timely Claim Form, each class member will receive about \$38. However, it is likely many class members will not submit a claim, which will result in a higher payment to each claimant. For example, if 1,000 persons submit a claim, each claimant will receive \$675.

8. HOW DO I GET MY COMPENSATION?

You must submit a timely Claim Form to receive any money.

You can submit a claim form in two ways.

First, you can fill out and sign the Claim Form enclosed with this Notice and mail it back to the Settlement Administrator, CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

Second and preferably, go to this website www.MoneyMutualSettlement.com and submit your Claim Form electronically.

Either way, you will need to list your social security number on the claim form. This will be matched with the social security number of the person who applied for the relevant payday loan to confirm your identity. This is necessary to prevent fraudulent claims. You will be notified if the social security number does not match the lenders' records.

Your social security number will only be provided to the settlement administrator and will not be used for any other purpose and will be destroyed once the settlement is finalized.

If this Settlement is approved, and you have submitted a timely claim form, after the Fairness Hearing (see paragraph 19) a check will be mailed to you approximately within 30 days of the Effective Date or within 30 days of the Claims Deadline, whichever is later, to the address you provide in your claim form. You do not need to do anything to receive it.

If you change your address after receiving this Class Notice, be sure to call 1(888) 992-0599 and give your change of address to the MoneyMutual Settlement Administrator.

9. WHAT AM I GIVING UP IN ACCEPTING THE SETTLEMENT?

You will be unable to bring your own lawsuit against Defendant raising the same claims. However, you are not giving up any claims you might be able to bring against the payday lenders themselves.

10. WHAT IF I DO NOTHING AT ALL?

You will be automatically included in this settlement, will release claims but you will be not be paid any money. You need to submit a timely Claim Form if you want to receive money.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you don't want the benefit from this settlement, but you want keep the right to sue or continue to sue MoneyMutual and the other Defendants on your own, about the legal issues in this case, then you must take steps to remove yourself from the class. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action, nor will you receive any compensation.

To ask to be excluded, you must send a "Request for Exclusion" in the form of a letter sent by mail, stating that you want to be excluded from the MoneyMutual class action. You must include your name and address, telephone number, state you wish to exclude yourself from the settlement, and sign the letter. You can use the Request for Exclusion form attached to this notice. You must mail your Request for Exclusion to MoneyMutual

Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. The Request for Exclusion must be postmarked by **May 28, 2020** or it will not be valid and you will be included in the settlement.

Do not send the Request for Exclusion Form if you want to be paid money.

12. IF I DO NOT EXCLUDE MYSELF, CAN I STILL SUE MONEYMUTUAL OR THE OTHER DEFENDANTS FOR THE SAME THINGS?

No. But you would be able to sue for any other claims you may have.

13. IF I EXCLUDE MYSELF, CAN I STILL GET THE SETTLEMENT PAYMENT?

No.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has appointed the law firms of Lakeshore Law Center and The Spencer Law Firm to represent you and all Class Members. Together, the law firms are called “Class Counsel.” They are experienced in handling similar consumer rights cases. More information about these law firms, their practices and their experiences is available at www.lakeshorelaw.org and www.spencerlaw.net.

15. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want you can retain your own lawyer at your own expense.

16. HOW WILL THE LAWYERS AND PLAINTIFFS BE PAID?

Class Counsel will ask the Court for attorneys’ fees of \$1,000,000 and reimbursement of court costs of up to \$200,000. These figures are based on the actual time they have spent prosecuting this lawsuit, and a second related lawsuit. They have been working on these cases going since December 2012.

In addition, Plaintiffs have requested the Court award an “incentive award.” This is additional compensation to them for the hours of extra work and the personal risks they assumed in bringing the lawsuit, which the rest of the class members did not have to do. For example, it is possible they could have been liable for the legal fees of the Defendants. The total amount sought for incentive awards is \$65,000 which is 3.25 % of the total amount of money being paid out by Defendants. The money will be allocated to nine plaintiffs most of whom have been involved with the Gilbert and Pham cases for at least five years.

Defendants will not oppose the request amounts for fees and expenses, and incentive awards. The Court may award less than the above amounts for fees, costs and incentive awards. If it does, any extra money will be divided among the class members.

OBJECTING TO THE SETTLEMENT

17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must

(a) clearly identify the case name and number (Gilbert v. MoneyMutual, LLC. et. al., Case No. 3-cv-01171-JSW),

(b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Suite 400S, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and

(c) be filed or postmarked on or before **May 28, 2020**.

You may file with the Court a written objection along with any papers for the Court to consider by **May 28, 2020**. To file the objection or other papers directly with the Court electronically, follow the instructions for eFiling on this website:

<https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>.

You can also mail or hand-deliver your objection to the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612.

Alternatively, you may deliver the objection papers by the above deadline to the Settlement Administrator: MoneyMutual Class Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

Finally, even if you have not done any of the above, you may still appear personally or through counsel and be heard at the Final Approval Hearing at the Court's discretion.

You should (but are not required to) serve by the above deadline copies of the Objection or other papers by United States Mail to the following:

Plaintiffs' Attorneys and Class Counsel:

Jeffrey Wilens, Esq.
LAKESHORE LAW CENTER
18340 Yorba Linda Blvd. Suite 107-610
Yorba Linda, CA 92886
Telephone: 714-854-7205
Facsimile: 714-854-7206
Email: jeff@lakeshorelaw.org

Jeffrey Spencer, Esq.
SPENCER LAW FIRM
2 Venture, Suite 220
Irvine, CA 92618
(949) 240-8595
(949) 377-3272
Email: jps@spencerlaw.net

Defendants' Attorneys:

Donald J. Putterman, Esq.
Putterman + Yu LLP
345 California Street, Suite 1160
San Francisco, CA 94111
Telephone: 415-839-5202
Facsimile: 650-733-0466
Email: dputterman@plylaw.com

Any written objections or notice of intent to appear shall state each specific reason in support of your objection and any legal support for each objection.

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of that Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **June 19, 2020 at 9:00 a.m.** in Department 5 of the United States District Court, Northern District of California, 1301 Clay Street, Oakland, CA 94612. The date and time of this hearing may change without further notice to the class. Class members should check the settlement website www.MoneyMutualSettlement.com or see paragraph 22 for instructions how to view the Court's docket online.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge White will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know when the Judge will issue his decision.

20. DO I HAVE TO COME TO THE FAIRNESS HEARING?

No. Class Counsel will answer questions Judge White may have. But, you are welcome to come at your own expense. If you send an Objection, you don't have to come to Court to talk about it. As long as you filed or delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. MAY I SPEAK AT THE HEARING?

If you appear personally or through counsel at the Final Approval Hearing, you or your counsel may be allowed to speak at the Court's discretion.

GETTING MORE INFORMATION

21. ARE MORE DETAILS AVAILABLE?

Visit the website www.MutualMoneySettlement.com or <https://www.lakeshorelaw.org/moneymutual/> to find more information and copies of important court documents. You may also write to, email or call the Class Counsel Jeffrey Wilens at the contact information listed under item 17. Your communications with Class Counsel regarding this action will be confidential.

The pleadings and other records in this litigation may be examined online through the Court's Public Access to Court Electronic Records (PACER) system. Review the information at <https://www.cand.uscourts.gov/cases-e-filing/>. You can also visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS"

BY ORDER OF THE COURT:

Dated: February 19, 2020

by Jeffrey S. White
Judge of the District Court