

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Riley, et al. v. MoneyMutual, LLC, et al.; Case No. 16-cv-04001-DWF/LIB

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you used MoneyMutual.com to get a short-term, small-dollar loan,
you may be eligible to participate in a settlement.**

A federal court authorized this class action Notice. You are not being sued.

- This Notice relates to a proposed Settlement in the class action lawsuit that alleges that MoneyMutual, LLC, PartnerWeekly, LLC, and Selling Source, LLC (“Defendants”) violated Minnesota’s payday lending laws by arranging loans with unlicensed lenders that failed to comply with Minnesota law.
- Defendants deny that they violated the law in any fashion whatsoever. The parties have agreed to resolve the lawsuit against Defendants through a settlement.
- If you meet the Class definition, you may be eligible to receive a payment in this Settlement. The final amount of monetary payments Class Members will receive depends on the number of final participating Class Members, and other factors, as further described in the Settlement Agreement. All Class Members will receive non-monetary relief as described in the Settlement Agreement.
- The Court still has to decide whether to approve this Settlement, which may take some time.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	If you received a postcard notice in the mail, there is a Claim Form attached to the notice. If you are a Class Member and wish to receive a payment under the Settlement, you must return the Claim Form. Claim Forms must be postmarked or submitted online no later than February 22, 2020. Class Counsel estimates that payments could range from \$100-\$500.
Do Nothing	If you are a Class Member and you do nothing, you will receive no payment and you will not be able to sue Defendants for this conduct in the future.
Exclude Yourself	If you are a Class Member and you exclude yourself, you will receive no payment but you would retain your right to sue Defendants for this conduct in the future. Your written request to exclude yourself must be mailed to the Settlement Administrator and postmarked by February 22, 2020.
Object	If you are a Class Member, you may write about why you object to the Settlement. Objections must be mailed to the Settlement Administrator and postmarked no later than February 22, 2020. If you object, you must still return a Claim Form by February 22, 2020 if you wish to receive a payment if the Settlement is approved.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. The Final Fairness Hearing will be held on April 2, 2020 at 9:00 a.m. You are not required to attend the hearing.

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Basic Information

1. Why did I get this Notice?

If you received a postcard notice by mail, or an email notice, MoneyMutual's records indicate that you may be a member of the Class in this case.

The Class is defined as follows:

All individuals residing in Minnesota who (1) received a loan from a lender of \$1,000 or less, (2) that required a minimum payment within 60 days of loan origination of more than 25 percent of the principal balance, (3) by using moneymutual.com or any MoneyMutual-branded website, (4) from August 1, 2009 through January 11, 2019, and (5) did not previously exclude themselves from the Class.

If this applies to you, you are a class member. If you are not sure if you are a class member, you can contact the lawyers the Court appointed to represent you.

The Judge in charge of this case is the Honorable Donovan W. Frank of the United States District Court for the District of Minnesota. The case is known as *Rilley, et al. v. MoneyMutual, LLC, et al.*, Case No. 16-cv-04001-DWF/LIB. The people who filed this lawsuit are called the Plaintiffs, and MoneyMutual, LLC, PartnerWeekly, LLC, and Selling Source, LLC, are the Defendants.

2. What is the lawsuit about?

Plaintiffs claim that Defendants broke Minnesota's payday lending laws by arranging loans with unlicensed lenders. Plaintiffs make a variety of legal claims based on this theory, including that Defendants violated Minn. Stat. § 47.601, the Minnesota Deceptive Trade Practices Act, the Minnesota Consumer Fraud Act, and aided and abetted and conspired with unlicensed lenders to make loans.

Defendants vigorously deny Plaintiffs' allegations and maintain they have not broken any laws.

No court has found Defendants to have violated the law in any way. No court has found that the Plaintiffs could recover any certain amount in this litigation.

Although the Court has authorized Notice of the proposed Settlement to be given, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. Why is this case a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, individual plaintiffs bring their lawsuit on behalf of all members of a larger group. The larger group is called "the class." In a class action, people with similar claims are treated alike. The court is guardian of the class's interests and supervises the prosecution of the class claims by counsel for the class to assure that the representation is adequate. Class members are not individually responsible for the costs or fees of counsel, which are subject to court award.

The Court decided that this lawsuit can be a class action because it meets the requirements of the Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

Specifically, the Court found that:

- The number of Minnesota consumers who meet the class definition is sufficiently large;
- There are legal questions and facts that are common to all class members;
- Named Plaintiffs Scott Riley, Michelle Kunza, Venus Colquitt-Montgomery, Jonathon Aldrich, and Kendra Buettner's claims are typical of the claims of the rest of the Class;
- The Named Plaintiffs, and the lawyers representing the Class will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court allowed this lawsuit to be a class action is in the Court's Order Certifying the Class, which is available at www.mnshorttermloanclassaction.com.

4. Why is there a settlement?

The Court did not decide this case in favor of Plaintiffs or in favor of Defendants. Instead, Counsel for the Class investigated the facts and applicable law regarding Plaintiffs' claims against Defendants, and Defendants' defenses and resources. The parties engaged in mediation with a third party neutral as well as lengthy and arms-length negotiations to reach this Settlement. Plaintiffs and Counsel for the Class believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class.

Both sides agree that, by settling, Defendants are not admitting any liability or that they did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is In The Settlement

5. How do I know if I am part of the Settlement?

You are a part of the Settlement if you meet the definition of the Class:

All individuals residing in Minnesota who (1) received a loan from a lender of \$1,000 or less, (2) that required a minimum payment within 60 days of loan origination of more than 25 percent of the principal balance, (3) by using moneymutual.com or any MoneyMutual-branded website, (4) from August 1, 2009 through January 11, 2019, and (5) did not previously exclude themselves from the Class.

If you meet the definition of the Class, you must return a Claim Form to receive a payment. All Class Members will be bound to the releases contained in the Settlement Agreement unless they opt out.

If you received a postcard notice in the mail, Defendants' records indicate you are potentially a member of the Class. If you are not certain as to whether you are a member of the Class, you may contact Class Counsel at rilleylawyers@bm.net to get further information.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

If you are a member of the Class, you are eligible to request a payment under the Settlement.

Through this Settlement, Defendants will pay \$2,000,000 into a Settlement Fund to be distributed to members of the Class who return timely, valid Claim Forms. The amount distributed to any individual claimant will depend on the number of participating Class Members, as well as the amount of attorneys' fees and costs awarded by the Court, Class Representative service awards, and the payment to the Settlement Administrator for its expenses. Class Counsel estimates that payments could range from \$100 - \$500.

Participating Class Members will have ninety days to cash their settlement checks. If any of the Settlement Fund is left over after the check cashing deadline, and after all attorneys' fees, expenses and administrative costs have been paid, such left over amounts will be distributed to the parties' designated charitable organization, Exodus Lending, a Minnesota non-profit dedicated to helping Minnesotans get out of payday lending debt.

Additionally, as part of the Settlement, Defendants have agreed to stop selling Minnesota residents' leads to consumer short-term lenders, to the agents of consumer short-term lenders, or to any entity whose business includes selling consumer leads to consumer short-term lenders. Defendants may re-commence selling such leads only if they comply with relevant Minnesota law, and implement procedures to ensure all entities to whom they sell such leads are also in compliance. Defendants must certify such compliance and describe the procedures to Class Counsel.

7. How can I get a payment?

In order to qualify and receive a payment, Class Members must either submit the Claim Form attached to their postcard notice via mail, or complete a Claim Form through the Settlement Website (www.mnshorttermloanclassaction.com). Claim Forms must be submitted online or postmarked by mail by February 22, 2020.

If the Settlement is approved, and you timely return the Claim Form and do not opt out, the Settlement Administrator will send you any payment that you are entitled to under the Settlement.

If you change your name or mailing address before you receive your payment, please go to www.mnshorttermloanclassaction.com and update your information to ensure that you receive your payment.

8. When would I get my payment?

The Court will hold a Final Fairness Hearing at **9:00 a.m.** on **April 2, 2020** in the United States District Court for the District of Minnesota, located at 316 N Robert Street, St. Paul, Minnesota, to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Payments to

participating members of the Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to get a payment or stay in the Class?

You will be bound by any judgment arising from the Settlement. Upon the Court's approval of the Settlement, all Class Members who have not timely and properly opted out of the Settlement, and each of their respective executors, representatives, heirs, successors, trustees, guardians, agents, and all those who claim through them or who assert claims on their behalf, fully and forever release, waive, acquit, and discharge the Defendants from any claims that were or could have been asserted in the Complaint. This release of claims explicitly includes claims for actual damages, statutory damages, and punitive damages, as well as for attorneys' fees and costs. This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release, which are contained in the Settlement Agreement, please visit www.mnshorttermloanclassaction.com.

10. How do I get out of the Settlement?

If you choose to be excluded from the Settlement ("opt out"), you will not receive any money, and you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Defendants that you might have. To request exclusion, send, via U.S. mail, a written notice addressed to the Settlement Administrator indicating your name and address and stating that you desire to opt out of the Settlement or otherwise does not want to participate in the Settlement. **Your request for exclusion must be sent by first-class mail, postmarked on or before February 22, 2020**, addressed to:

Rilley v Money Mutual
c/o Settlement Administrator
PO Box 23678
Jacksonville, FL 32241-3678

If the request is not postmarked on or before February 22, 2020, your request for exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court.

If you choose to be excluded from the Settlement, you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Defendants you may have.

11. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If you are a Class Member, unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves, even if you do not file a Claim Form. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately.

12. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you are not part of the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

Your interest as a member of the Class will be represented by the Class Representatives and Counsel for the Class. The Court has appointed Scott Riley, Michelle Kunza, Jonathon Aldrich, Venus Colquitt-Montgomery, and Kendra Buettner as Class Representatives. The Court has appointed E. Michelle Drake and John G. Albanese of Berger Montague PC, and Mark Heaney of Heaney Law Firm, LLC, as Counsel for the Class.

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying your attorney's fees.

14. How will the lawyers be paid?

Counsel for the Class intend to apply to the Court for an award of attorneys' fees from the Settlement Fund, in an amount not to exceed \$1,000,000, plus documented, customary out-of-pocket expenses incurred during the case. The Court may award less. Counsel for the Class also will seek compensation for the Named Plaintiffs in an amount not to exceed \$6,500 each. In all cases, these amounts will be paid directly out of the Settlement Fund. Amounts paid to Class Counsel as fees and expenses and service awards to the Named Plaintiffs will reduce the amount that can be paid out to the Class. The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the Court demonstrating why the fees and costs they are seeking are reasonable. This petition will be available on the Settlement Website no later than February 9, 2020.

Objecting To The Settlement

15. How do I tell the Court that I don't like the Settlement?

You can object to any aspect of the proposed Settlement by submitting a written objection. You can also attend the Final Fairness Hearing.

Written objections must include: (i) your name, address, telephone number, and email address; (ii) a statement that you are a member of the Class; (iii) the basis for the objection to the Settlement. You must mail your objection by first class mail to the Settlement Administrator at the following address postmarked no later than February 22, 2020:

Rilley v Money Mututal
c/o Settlement Administrator
PO Box 23678
Jacksonville, Fl 32241-3678

Any member of the Class who does not raise an objection in the time and manner described above will not be permitted to raise that objection later.

16. What's the difference between objecting and excluding myself?

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

17. Where and when will the Court decide whether to approve the Settlement?

There will be a Final Fairness Hearing to consider approval of the proposed settlement at **9:00 a.m.** on **April 2, 2020** at the United States District Court for the District of Minnesota, 316 N Robert Street, St. Paul, Minnesota. The hearing may be postponed to a later date without further notice, but any such delay will be noted on the Settlement Website at www.mnshorttermloanclassaction.com. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement; and whether an order and final judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses and the Named Plaintiffs' service awards.

You will be represented at the Final Fairness Hearing by Counsel for the Class, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Final Fairness Hearing.

18. Do I have to come to the hearing?

No. Counsel for the Class will represent the Class at the Final Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

Getting More Information

19. Are there more details about the Settlement?

This Notice is only a summary.

The full Settlement Agreement and certain pleadings filed in the case are available at www.mnshorttermloanclassaction.com or can be requested from the Settlement Administrator, identified above.

20. How do I get more information?

You can visit www.mnshorttermloanclassaction.com or contact the Settlement Administrator, identified in paragraph 10 above. The Settlement Administrator's toll-free telephone number is: 1-800-

566-0684. **Do not contact the Court for information.** You may also contact Class Counsel at rilleylawyers@bm.net for more information.