

## If You Obtained a Big Picture or Castle Payday Loan You Could Get a Cash Payment.

*A federal court ordered this notice. This is not a solicitation from a lawyer.*

- Read this Notice. It states your rights and provides you with information regarding the settlement of a proposed nationwide Class Action (“Settlement”) against individuals and entities involved with the making of online loans in the name of Big Picture Loans and Red Rock Tribal Lending d/b/a Castle Payday. The settling parties, listed below, are referred to here as “Defendants.”
- This Notice is a summary of information about the Settlement and explains your legal rights and options because you are a member of the class of borrowers who will be affected if the Settlement is approved by the Court. The complete terms of the proposed Settlement are available at the Settlement website, [www.bplsettlement.com](http://www.bplsettlement.com). You may also contact Class Counsel for further details and advice.
- The Settlement covers all individuals who obtained a Big Picture or Castle Payday loan from June 22, 2013 to May, 1, 2024. The lawsuit claimed that Defendants participated in an enterprise to offer loans through these entities at annual interest rates greater than what is permitted by state laws and the Racketeer Influenced and Corrupt Organizations Act. Defendants deny all allegations in this lawsuit.
- The lawsuit follows an earlier suit that resulted in cancellation of the loans at issue and cash payments to some Class Members, except those Class Members who “opted out” of the earlier settlement.
- As part of the proposed Settlement, Defendants have agreed to pay into a settlement fund, which will be used to make cash payments to some Class Members who meet specific criteria. Defendants have also agreed not to provide support to Big Picture Loans, Red Rock Tribal Lending, or to assist with collection of any loans at issue in this lawsuit.
- The completion and final approval of this settlement is conditioned upon the Defendants successfully funding the payment by October 21, 2024. If the settlement is not funded, you will receive a separate notice and your claim will not be settled.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class and may be eligible for benefits, including cash payments. You will give up rights to ever sue Defendants and other, related parties about the legal claims that are in or could have been brought in this lawsuit.
<b>EXCLUDE YOURSELF</b>	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may write to the Court about why you don’t like the Settlement or why the Court should not approve it.

## 1. WHY IS THERE A NOTICE?

This Notice is about a proposed nationwide Settlement that will be considered by the United States District Court in Richmond, Virginia (the “Court”). The Settlement must be approved by the Court.

The Plaintiffs’ claims are being settled in the United States District Court for the Eastern District of Virginia in the case styled, *Galloway v. Martorello*, Case No. 3:19-cv-314.

## 2. WHAT IS THIS LAWSUIT ABOUT?

The claims involved in the Settlement arise out of loans made in the name of Red Rock Tribal Lending d/b/a/ Castle Payday and Big Picture Loans, which are owned by the Lac Vieux Desert Band of Lake Superior Chippewa Indians, a federally recognized Native American tribe (the “Tribe”).

The Plaintiffs in this case claim that Defendants, who are non-Tribal individuals and entities, violated federal and state laws by making and collecting loans with annual interest rates in excess of the amount allowed by state laws.

Defendants vigorously deny any wrongdoing and Plaintiffs’ claims. They assert that the loans are legal because, among other reasons, (1) the rates and terms were authorized under the respective laws of the Tribe, and (2) the borrowers each explicitly agreed that tribal laws governed the loan(s). Defendants also defend against the Plaintiffs’ claims on numerous other grounds, including the expiration of the applicable statutes of limitation and that they were uninvolved in the operation or management of the lending enterprise. Notwithstanding the denials of liability and alleged unlawful conduct, Defendants have decided it is in their best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing in litigation.

Important case documents, including the Complaint, may be accessed at the Settlement Website, [www.bplsettlement.com](http://www.bplsettlement.com).

## 3. WHY IS THIS A CLASS ACTION?

In a class action or proceeding, one or more people, called class representatives, bring an action on behalf of people who have similar claims. All of the people who have claims similar to the class representatives are a class or class members, except for those who exclude themselves from the class. Here, the Plaintiffs have filed a lawsuit on behalf of the Class against the Defendants based on the Defendants’ alleged involvement in, and support of, the lending scheme.

## 4. HOW DO I KNOW IF I AM INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class and will be affected by the Settlement if you obtained a Big Picture or Castle Payday loan from June 22, 2013, to May 1, 2024.

If you received this Notice, we believe you are a member of the Settlement Class and you will be a Settlement Class Member unless you exclude yourself.

## 5. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to provide the following benefits and others more fully described at the Settlement website, [www.bplsettlement.com](http://www.bplsettlement.com):

**Cash Payments:** A \$65,000,000 fund will be created from contributions by the Defendants to provide additional cash payments to Class Members. If the Court approves the Settlement, and if you are entitled to any payment, a check for your portion will be automatically mailed to you. The completion and final approval of this settlement is conditioned upon the Defendants successfully funding the payment by October 21, 2024. If the settlement is not funded, you will receive a separate notice and your claim will not be settled.

The amount of any cash payment to you will depend on what you paid in principal and/or what you paid in interest above your state’s legal limits, as well as the amount of money available in the settlement fund. The list of rates by state used in this Settlement is available on the Settlement Website, [www.bplsettlement.com](http://www.bplsettlement.com). You will only get a proportionate share of the recovery because the total amount of the settlement funds available likely will not be enough to pay everyone the full amount paid on their loan. You may also go to the website to determine if you will receive a payment, and you can contact the Settlement Administrator using the contact information below to get an estimate of the amount you likely would receive if the Settlement is approved. The cash payments made as part of this Settlement are in addition to the cash payment(s), if any, that you may have received as part

of the separate settlement of the earlier, related litigation in *Renee Galloway v. James Williams, et al.*, Civil Action No. 3:19-cv-470 (E.D. Va.), unless you excluded yourself from (or “opted out” of) that settlement.

The Settlement Administrator will mail a check with your cash payment, if any, to the ~~same same address as address as listed on this Notice.~~ so please update your address if you move or it is incorrect. ~~so please update your address if you move.~~

You will **not** receive a cash payment, but will receive other benefits, if you:

- Did not make any payments on your loan with Big Picture or Castle Payday; or
- Lived in Arizona, Arkansas, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Ohio, South Dakota, Vermont, Virginia, and Wisconsin and did not make payments above the full principal amount of your loan; or
- Lived in Alabama, Alaska, California, Delaware, Florida, Georgia, Hawaii, Iowa, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Washington, West Virginia, Washington D.C., and Wyoming and did not pay interest above your state’s legal limits; or
- Lived in Utah or Nevada (which had no interest rate restrictions).

**Other Benefits:** Defendants will agree not to provide capital, services, or assistance to Big Picture or Red Rock Tribal Lending, as well as their successors, and will not participate in the collection of any of the loans at issue in the lawsuit, regardless of whether you have made any payments on those loans.

## 6. WHAT DO I HAVE TO DO TO RECEIVE THE BENEFITS OF THE SETTLEMENT?

Nothing. If the Court approves the Settlement, the benefits described above will happen automatically. The Settlement Administrator will send an email after Final Approval to update you on what happened at the hearing. You can also check the website for an update or contact the Settlement Administrator or Class Counsel if you have additional questions.

## 7. WHAT AM I GIVING UP TO GET A BENEFIT AND STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are a member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants concerning the claims relating to your Big Picture or Castle Payday loans. This means that you will not be able to pursue or recover any additional money from the Defendants beyond the benefits of this Settlement. The Released Parties, including the Defendants, are: Matt Martorello, Rebecca Martorello, Justin Martorello, Eventide, BWH Texas, Liont, LLC, Gallant Capital, LLC, the RLM 2018 Family Trust, the Martorello 2018 Children’s Trust, Martorello Investments, LP, the RLM Management Trust, the Capstone Irrevocable Trust, the Bluetech Irrevocable Trust, Martorello 2023 Children’s Trust, BVNT Children’s Trust 1, BVNT Children’s Trust 2, BVNT Childrens, LLC, Vroom Trust, Obsidian LLC, Capstone Holdings, LLC, Capstone Opportunities, LLC, GFLP Entity 1, LP, GFGP Entity 1, LP, Kairos Holdings, LLC, Promovere Inc., Braviant, LLC, Woodside Special Opportunity PE Fund, LP, Promus Ventures II, LP, GreenKey Technologies, LLC, PV Rocket Labs I, LLC, Promus III, LP, PV Expansion Fund I, Dorado Analytics, LLC, and Lonnie Jeremy Davis, and any and all other persons, entities or trusts whether presently or previously in existence, that are directly or indirectly in any way now or heretofore owned by, controlled by, related to, or associated with the foregoing, together with any of their respective current, former or successor: parent companies, holding companies, subsidiaries, trusts, sub-trusts, trustees, beneficiaries, parents, guardians, children, estates, principals, protectors, grantors, settlors, officers, directors, agents, employees, attorneys, successors, affiliates, heirs, assignees, general partners, limited partners, managers, members, vendors, consultants, transferees, investors, creditors, accountants, insurers, and shareholders.

With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date, the Releasing Plaintiffs shall expressly have, and by operation of the Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that they release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement. Plaintiffs and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Released Claims; they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Released Claims; if involuntarily included in any such class action, they will use their best efforts to withdraw therefrom; and they will not assist any third party in initiating or pursuing a class action suit in respect of any of the Released Claims.

Staying in the Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you

## 8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from (or to “opt out” of) this Settlement, you must send an “Exclusion Request” by mail. You may download a form to use from the Settlement website or you may send your own letter which must include:

- The name of this Action: “*Galloway v. Martorello*, No. 3:19-cv-314 (E.D. Va.)”;
- Your name, address, and telephone number;
- Last four digits of your social security number, or your account number with Big Picture Loans or Castle Payday;
- A statement that you want to be excluded: “I request to be excluded from the class settlement in this case”; and
- Your Signature.

Your Exclusion Request must be **postmarked** no later than August 19, 2024, to:

Galloway Settlement  
c/o Settlement Administrator  
P.O. Box 23489  
Jacksonville, FL 32241

## 9. HOW DO I TELL THE COURT THAT I OBJECT TO AND DO NOT LIKE THE SETTLEMENT?

Objecting to the Settlement is different than Excluding yourself from the Settlement.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you can object to the Settlement if you think the Settlement is not fair, reasonable, or adequate, and that the Court should not approve the Settlement. You also have the right to appear personally and be heard by the Court and the parties. The Court and Class Counsel will consider your views carefully.

To object, you must send a letter stating your views to each of the parties listed below:

### **COURT**

Clerk of the Court  
United States District Court  
Eastern District of Virginia  
701 E. Broad St.  
Richmond, VA 23219

### **SETTLEMENT ADMINISTRATOR**

Galloway Settlement  
c/o Settlement Administrator  
P.O. Box 23489  
Jacksonville, FL 32241

You should include the docket number on the front of the envelope and letter you file to the Court: “EDVA USDC Case No. 3:19-cv-314”.

All objections must include:

- The name of this Action: “*Galloway v. Martorello*, No. 3:19-cv-314(E.D. Va.)”;
- Your name, address, and telephone number;
- A sentence confirming that you are a Settlement Class Member;

- The factual basis and legal grounds for the objection to the Settlement; and
- Counsel representing an objecting Settlement Class Member must enter an appearance in these cases. If you or your counsel want to appear personally at the hearings, you must state that in your Objection.

**Objections must be filed with the above Court no later than August 19, 2024, and served on the above parties so that they are postmarked no later than August 19, 2024.**

#### **10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a hearing to decide whether to approve the Settlement.

The Eastern District of Virginia will hold a final hearing on the fairness of the Settlement on October 28, 2024 at 10:00 a.m. in the courtroom of Judge Robert E. Payne of the United States District Court for the Eastern District of Virginia, 701 E. Broad St., Richmond, VA 23219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections or comments, the Court will consider them at that time. The hearing may be moved to a different date or time without additional notice. Please check [www.bplsettlement.com](http://www.bplsettlement.com) or call 1-800-641-9098 to be kept up-to-date on the date, time, and location of the hearing.

#### **11. DO I HAVE TO COME TO THE HEARING?**

No. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the Court will consider it. You may also retain a lawyer to appear on your behalf at your own expense.

#### **12. DO I HAVE A LAWYER IN THE CASE?**

Yes. The Court has appointed these law firms in these cases as "Class Counsel" to represent you and all other members of the Settlement Class: Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Terrell Marshall Law Group PLLC, Berger & Montague PC, Caddell & Chapman, and Gupta Wessler PLLC.

These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **13. HOW WILL THE LAWYERS BE PAID?**

Class Counsel are permitted to ask the Court for an award of attorneys' fees not to exceed one third of the amount paid by Defendants, which is \$21,666,666.66. The amount awarded by the Court will reduce the distributions to Class Members.

Class Counsel will ask the Court to approve payments for the Class Representatives. None of these awards will exceed \$20,000 per Class Representative. The Class Representatives made substantial contributions in the prosecution of this lawsuit for the benefit of the Class. The Court will ultimately decide how much the individual Class Representatives will be paid.

#### **14. HOW DO I GET MORE INFORMATION?**

This Notice summarizes the proposed Settlement. You can get a copy of the Settlement Agreement and other relevant case-related documents by visiting [www.bplsettlement.com](http://www.bplsettlement.com) or by contacting the Settlement Administrator at [info@bplsettlement.com](mailto:info@bplsettlement.com) or 1-800-641-9098. You may also contact Class Counsel at 1-888-891-2289.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, THE DEFENDANTS OR THE DEFENDANTS' COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.**