

**If You Obtained a Loan from
Lendgreen, LendUMo, Zfunds, Makwa Financial, Brightstar Cash, National
Small Loan, Bear Claw Lending, Sky Trail Cash, Loan at Last, Nine Torches,
Bridge Lending Solutions, Lakeshore Loans, UbiCash, Cash Aisle,
MitigCapital, Avail Blue, Evergreen Services, Blue River Lending, Quick Help
Loans (Greenline), or Radiant Cash,**

You Could Get Loan Forgiveness and a Cash Payment from a Settlement.

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 a proposed nationwide Class Action settlement (“Settlement”) against a number of individuals and entities involved in the making and collecting of online loans originated by the 20 lending entities, listed above, associated with the Lac de Flambeau Band of Lake Superior Chippewa Indians (the “Tribe”), which are referred to here as the LDF Lending Companies. The settling parties listed below are known here as the Released Parties.
- 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.consumerloansettlement.com. You may also contact Class Counsel for further details and advice.
- A lawsuit was brought on behalf of all individuals who obtained a loan from any of the LDF Lending Companies against officials of the Tribe (“Tribal Officials”), entities, and individuals alleged to be involved in the Companies’ operations. The lawsuit claimed that the disputed loans were made at annual interest rates greater than what is permitted by state law, or the lenders did not have a license to lend when one was required, allegedly making the loans illegal, deceptive, or unfair under various state and federal laws. The defendants and other Released Parties denied all allegations in this lawsuit.
- As part of the proposed Settlement, all loans issued by the LDF Lending Companies between July 24, 2016, and October 1, 2023, will be cancelled if still unpaid, totaling approximately \$1.4 billion in cancelled debt. Class members who do not exclude themselves from the Settlement will also receive automatic cash payments from a \$37,350,000.00 (\$37.35 million) fund based on applicable state laws and the amounts paid on their loans, as well as other benefits outlined below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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DO NOTHING	You will remain a member of the Settlement Class and may be eligible for benefits, including debt cancellation. You will give up rights to ever sue the Released Parties about the legal claims that are in the lawsuits.
EXCLUDE YOURSELF	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.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself, 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 Charlottesville, 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 Western District of Virginia in the case styled, *Lori Fitzgerald, et al. v. Joseph Wildcat, Sr. et al.*, No. 3:20-cv-00044.

2. WHAT IS THIS LAWSUIT ABOUT?

The claims involved in the Settlement arise out of loans made in the name of the LDF Lending Companies, which are owned by the Tribe.

The Plaintiffs in this case claim that the individuals and entities behind the LDF Lending Companies, including the Tribal Officials and other non-tribal participants, violated federal and various state laws by making and collecting loans with annual interest rates in excess of the amount allowed by state laws. Plaintiffs sought to prevent the Tribal Officials and others from collecting on these loans and also pursued monetary damages.

The Tribal Officials and other Released Parties vigorously deny any wrongdoing. They assert that the loans are legal because the rates and terms were authorized under the laws of the Tribe that owns and operates the LDF Lending Companies, and because the borrowers each explicitly agreed that tribal law governed the loan(s). The Released Parties also defend the consumers’ claims on a number of additional grounds, including that the loans’ rates and terms were fully disclosed, that the loans benefitted the consumers, that officials of the Tribe are immune from suit, and that consumers agreed to arbitrate any disputes.

Important case documents may be accessed at the Settlement website, www.consumerloansettlement.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 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 officials of the Tribe and other individuals and entities who were involved in the lending enterprise.

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

You are a member of the Settlement Class and would be affected by the Settlement if you entered into a loan from any of the LDF Lending Companies between July 24, 2016, and October 1, 2023.

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?

The Released Parties have agreed to provide the following benefits and others more fully described at the Settlement website, www.consumerloansettlement.com:

Monetary Consideration: A \$37,350,000.00 (\$37.35 million) fund will be created from contributions by the Released Parties to provide cash payments to Class Members after paying any service awards to the named Plaintiffs, attorneys’ fees, and the costs of providing notice to the class members and administering the Settlement. 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 amount of your check 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 the rates by state used in the Settlement is available at the Settlement website, www.consumerloansettlement.com. You will receive only a proportionate share of the recovery (because the total in settlement funds available likely will not be enough to pay everyone for the full amount paid on their loan). You may also go to the website to determine if you would receive a payment, and you can contact the Administrator, using the contact information below, to get an estimate of the amount you likely would receive if the Settlement is approved.

The Settlement Administrator will mail the check to the same address as this Notice, so please update your address if you move.

Payments are based on the laws of your state of residence at the time you took out the covered loan. You will **not** receive a cash payment, but will receive the other benefits, if you:

- Did not make any payments on your loan with the LDF Lending Companies; or
- Lived in Arizona, Colorado, Connecticut, Idaho, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, South Dakota, Vermont, and Virginia, and did not make payments above the principal 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, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Washington, Washington D.C., or Wyoming and did not pay interest above your state's legal limits; or
- Lived in Utah or Nevada, which have no interest rate restrictions.

Debt Cancellation: Any covered loan that still has an outstanding balance will be cancelled, so you will not owe any more money on this debt. This will result in the cancellation of approximately \$1.4 billion in debt across all class members. You will not receive a 1099 for the cancellation of this debt. The Tribal Officials have also agreed not to sell, transfer or assign any of the loans covered by the Settlement to any third party.

Request to Delete Credit Reporting: Tribal Officials will request that any tradelines for loans made during the class period be deleted from the various consumer reporting agencies.

Other Benefits: Tribal Officials will agree not to sell or transfer for commercial purposes your personal identifying information obtained between July 24, 2016 and October 1, 2023.

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 Released Parties concerning the claims relating to your covered loan(s). This means that you will not be able to pursue or recover any additional money from the Released Parties beyond the benefits of this Settlement. The Released Parties include: Joseph Wildcat, Sr., Nicole Chapman-Reynolds, Jessi Phillips Lorenzo, John Johnson, George Thompson, Jaime Ann Allen, Jeffrey Bauman, Sr., Louis St. Germaine, Eric Chapman, Sr., Racquel Bell, Gloria Gobb, William Graveen, Sarah Pyawasit, William Stone, Sr., Jared Poupart, Paula Poupart, Patricia Zimmerman, Lyle Chapman, Ray Allen, William Cheney Pruett, Skytrail Servicing Group, LLC, the LDF Lending Companies, the Tribe, the Big Valley Band of Pomo Indians and their tribal officials and related entities, and non-tribal individuals and entities involved with or associated in any way with Niibin d/b/a Cash Aisle, Niizhwaasi d/b/a Loan at Last, Ningodwaaswi d/b/a Sky Trail Cash, Waawaatesi d/b/a Quick Help Loans (Greenline) and Giizis d/b/a Lakeshore Loans.

Staying in the Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you. The complete Release and list of Released Parties can be found in the Settlement Agreement, which is available on the Settlement website at www.consumerloansettlement.com

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To be excluded from 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:

- Your name, address, and telephone number,
- Last four digits of your social security number, or the name of and your account number with the relevant LDF Lending Company,
- 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 October 29, 2024, to:

Fitzgerald Settlement
c/o Settlement Administrator
P.O. Box 23698
Jacksonville, FL 32241

You may not make an Exclusion Request for any other Settlement Class Member from the Settlement Class.

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. 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:

<u>COURT</u>	<u>SETTLEMENT ADMINISTRATOR</u>
Clerk of the Court	Fitzgerald Settlement
United States District Court	c/o Settlement Administrator
Western District of Virginia	P.O. Box 23698
255 W. Main Street	Jacksonville, FL 32241
Charlottesville, VA 22902	

You should include the docket number on the front of the envelope and letter you file to the Court: “WDVA USDC Case No. 3:20-cv-00044”.

All objections must be writing and include:

- Your name, address, telephone number and e-mail address,
- Your account number (if you know it) with the lender,
- A sentence confirming that you are a Settlement Class Member,
- Factual basis and legal grounds for the objection to the Settlement, and
- A list of any prior cases in which you or your counsel have objected to a class settlement. Counsel representing an objecting Settlement Class Member must enter an appearance in these cases. If you 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 October 29, 2024 and served on the above parties so that they are postmarked no later than October 29, 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 Western District of Virginia will hold a final hearing on the fairness of the Settlement on December 13, 2024 at 2:30 p.m. via Zoom. Anyone wishing to attend the Final Fairness Hearing may access the Zoom through <https://www.zoomgov.com/j/1611574077>, Meeting ID: 161 157 4077, Passcode: 352705. 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.consumerloansettlement.com 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 the following law firms as Class Counsel to represent you and all other members of the Settlement Class:

Kristi C. Kelly, Andrew J. Guzzo, Casey Nash, and Matthew G. Rosendahl
Kelly Guzzo, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

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 monetary consideration under the Settlement. The amounts awarded by the Court will reduce the distributions to Class Members.

Class Counsel will ask the Court to approve a \$15,000 payment to each of the eight individual Plaintiffs. The Plaintiffs made substantial contributions in the prosecution of these lawsuits for the benefit of the Class. The Court will ultimately decide how much the individual Plaintiffs 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.consumerloansettlement.com, by contacting the Settlement Administrator at 800-348-2540 or info@consumerloansettlement.com, or by contacting Class Counsel at 804-415-8848 or questions@kellyguzzo.com.

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