

De La Torre v. CashCall, Inc. Class Administrator
c/o KCC Class Action Services
P.O. Box 43501
Providence, RI, 02940-3501

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SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN MATEO

De La Torre (Plaintiff) v. CashCall, Inc. (Defendant)
Case No. 19-CIV-01235

NOTICE OF COURT ORDER CERTIFYING CLASS

A court authorized this Notice. This Notice contains information about a class action lawsuit and gives you contacts to obtain more information. Please do not contact the Court or the Court Clerk about this Notice. Please do not contact CashCall about this Notice.

If you borrowed money from CashCall while residing in California, this class action lawsuit may affect your rights. The San Mateo County Superior Court has certified the following Class:

All All individuals who, while residing in California, borrowed from \$2,500 to \$2,600 from CashCall for personal, family or household use any time from August 1, 2005, through July 10, 2011, whose loans had an interest rate of 90% or more.

If you have an outstanding loan with CashCall that was issued within the period identified above, this Notice does not impact your obligation to continue to make all required payments.

There is not yet a resolution of the case that would entitle you to money or other benefits.

Plaintiff Eduardo De La Torre argues that CashCall's \$2,500 to \$2,600 loans with an interest rate of 90% or more are unconscionable and violate California law. CashCall denies that it violated any law or engaged in any wrongful conduct. The Court has not yet decided whether CashCall violated any law or whether Plaintiff or the class is entitled to recover any benefits.

WHAT ARE YOUR OPTIONS?

DO NOTHING: If you DO NOTHING, you stay part of the Class. You have a chance of receiving money or benefits that may come from a trial or a settlement. But you give up your right to sue CashCall individually about the same legal claim in this lawsuit. If the lawsuit is unsuccessful, you will receive nothing and will not have the right to sue CashCall based on the claim alleged in the lawsuit. Your decision to be included is final and cannot be changed in the future.

OR

ASK TO BE EXCLUDED: If you ASK TO BE EXCLUDED,

- You get out of the class action and will receive no money or benefits from it.
- You keep any rights to sue CashCall individually about the same legal claim in this lawsuit.

TO BE EXCLUDED, you must sign and mail a written request to be excluded to *De La Torre v. CashCall* Class Administrator at the address listed below postmarked on or before August 29, 2020.

De La Torre v. CashCall, Inc. Class Administrator
c/o KCC Class Action Services
P.O. Box 43501
Providence, RI, 02940-3501

HOW DO I GET MORE INFORMATION?

- Read the Frequently Asked Questions and Answers below.
- Go to www.cashcall-loan-classaction.com, where documents and other information on the lawsuit are posted.
- Call the Class Administrator at 1-866-748-5152.
- Contact Plaintiff’s Counsel by email at yes@yesquire.com or call 1-866-576-4999.
- Write Plaintiff’s Counsel at one of the following addresses:

Steven M. Tindall
GIBBS LAW GROUP LLP
505 14th Street, Suite 1110
Oakland, CA 94612

Arthur D. Levy
LAW OFFICE OF ARTHUR D. LEVY
3950 Broadway, Suite 200
Oakland, CA 94611

FREQUENTLY ASKED QUESTIONS AND ANSWERS

1. Why did I get this Notice?

CashCall’s records show that you borrowed money at some time from CashCall from August 1, 2005 through July 10, 2011. The Court has “certified” a Class in the lawsuit that may affect you. The lawsuit is called *De La Torre v. CashCall, Inc.*, Case No. 19-CIV-01235, in the San Mateo County Superior Court. The judge will decide after the trial whether the claim being made against CashCall, on your behalf, is correct.

2. What is the scope of the Class?

Plaintiff argues that CashCall’s \$2,500 to \$2,600 loans at interest rates of 90% or more are unconscionable and violate California Financial Code §22302, Civil Code § 1670.5, and California Business and Professions Code §17200. Plaintiff is seeking to recover all interest that members of the Class paid on these loans.

3. What is CashCall’s position on the lawsuit?

CashCall contests Plaintiff’s claim and denies that it violated any law or has engaged in any wrongful conduct.

4. Has the Court decided who is right?

No. The Court hasn’t decided whether Plaintiff or CashCall is correct. By certifying the Class and issuing this Notice, the Court is not suggesting that Plaintiff will win or lose this case. Plaintiff must prove his claim and the Class claims at a trial, which is currently scheduled for March 8, 2021.

5. Who is included in the Class?

All individuals who, while residing in California, borrowed from \$2,500 to \$2,600 at interest rates of 90% or more from CashCall for personal, family or household use any time from August 1, 2005 through July 10, 2011.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded, and you have to decide this now.

6. What happens if I do nothing at all?

By doing nothing you are remaining a member of the Class. If you stay in the Class and the Plaintiff obtains money or benefits, either as result of the trial or a settlement, you will be notified about how to receive a share. If you do nothing now, regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue CashCall—as part of any other lawsuit—about the same legal claim that is the subject of this lawsuit. **If you stay in this case, you will be legally bound by the orders and judgments the Court makes in this class action.**

7. How do I exclude myself from the Class?

To be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the Class in *De La Torre v. CashCall, Inc.* Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by August 29, 2020, to *De La Torre v. CashCall, Inc.* Class Administrator, c/o KCC Class Action Services, P.O. Box 43501, Providence, RI, 02940-3501.

You may also get an [Exclusion Request](#) form at the website, www.cashcall-loan-classaction.com.

THE LAWYERS REPRESENTING THE CLASS

8. Do I have a lawyer in this case?

The Court decided that Steven Tindall and Andre Mura, of Gibbs Law Group LLP, and several others are qualified to represent all Class Members in the lawsuit. If you remain in the Class, you do not need to hire your own lawyer, but you are free to do so. Plaintiff’s Counsel only represents the persons included in the definition of the certified Class in this lawsuit.