

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

**JAMIE JWEINAT and RICHARD  
LECHLEITNER, individually and on behalf of  
all others similarly situated,**

Case No.: CGC-23-605149

Plaintiff,

vs.

**LOANDEPOT.COM, LLC; and DOES 1-10  
inclusive,**

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**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**I. WHY DID I RECEIVE NOTICE OF A PROPOSED SETTLEMENT?**

Our records indicate that **loanDepot.com, LLC** initiated reoccurring electronic funds transfers from a bank account belonging to you, without providing you a copy of your written electronic fund preauthorization, between September 21, 2021, and October 6, 2023, inclusive. As such, you have been identified as a member of a Settlement Class, and are included in a proposed class action settlement. This Notice explains that the Superior Court of the State of California, County of San Francisco has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

**II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?**

Plaintiffs Jamie Jweinat and Richard Lechleitner (“Plaintiffs”) filed a lawsuit on March 14, 2023, against loanDepot.com, LLC (“Defendant”) in the Superior Court of the State of California, County of San Francisco, alleging that Plaintiffs and other persons similarly situated had funds debited from their bank accounts by Defendant on a reoccurring basis without being provided a copy of a written preauthorization to do so, thereby violating the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* (the “EFTA”). Plaintiffs also alleged a derivative claim under the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”). Plaintiffs alleged that they and others similarly situated were entitled to actual damages, statutory damages, restitution of funds, attorneys’ fees, costs of litigation, equitable and injunctive relief, and prejudgment interest. The lawsuit is entitled *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149 (the “Action”).

The Court has not determined whether Plaintiffs’ claims and allegations have any merit. Instead, after good-faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this Action, Plaintiffs and Defendant have agreed to settle this Action and all claims therein for a proposed Settlement Amount of \$1,025,000.00. A classwide settlement avoids the costs and risk of a trial, and members of the Settlement Class (those similarly situated to Plaintiffs) can receive the available benefits provided by the proposed settlement. Plaintiffs and Class Counsel, which are attorneys appointed to represent the interests of the Settlement Class, believe the proposed settlement is in the best interest of the Settlement Class.

Nothing in the settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims have any merit or that it has any liability to Plaintiffs or the Settlement Class. loanDepot.com, LLC has denied and continues to deny all of Plaintiffs' allegations in the Action, and disputes that it has any liability.

### **III. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

You are included in the Settlement Class if you fall within the following definition: "All persons in the United States whose bank accounts were debited on a reoccurring basis by loanDepot.com, LLC without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter."

### **IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

Pursuant to the Settlement Agreement, Defendant has agreed to pay a maximum settlement amount of \$1,025,000.00 ("Settlement Fund"). A Claims Administrator has been appointed to administer the settlement. The settlement amount is and shall be inclusive of the following: (a) incentive awards to Jamie Jweinat and Richard Lechleitner, as Class Representatives, in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each (\$20,000 total); (b) Class Counsel's attorneys' fees, in an amount up to one third (33.33%) of the maximum settlement amount, or Three Hundred Forty-One Thousand Six Hundred Thirty-Two Dollars and Fifty Cents (\$341,632.50), incurred or to be incurred in this Action, including any appeals; (c) costs and expenses associated with the Action in an amount of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), incurred or to be incurred in this Action, including any appeals; (d) the fees and expenses of the Claims Administrator, capped at One-Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00), and subject to reduction to correspond with the actual fees and expenses incurred; and (e) the remainder of approximately Four Hundred Fifty-Eight Thousand Three Hundred Sixty-Seven Dollars and Fifty Cents (\$458,367.50), which is to be distributed pro rata to Settlement Class members.

Any settlement payments issued to Settlement Class Members via checks which have not been cashed within 180 days of issuance, and any other unclaimed portion of the Settlement Fund, if any, will be sent to the Habitat for Humanity of Orange County as a *cy pres* recipient.

1. **Settlement Payments:** Your individual share of the Settlement Fund will be based on the total number of claims made.
2. **Release of Claims:** If you do not exclude yourself from the settlement (according to the procedures explained below), you will fully and finally release loanDepot.com, LLC and its past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives, and the outsourced vendors that Defendant utilized to debt funds from the Settlement Class and their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives, of all past, present, and future claims, demands, rights, liabilities, and/or causes of action that were asserted, have been asserted, or could have been asserted in the Action, or arise out of or relate in

any way to reoccurring electronic fund transfers, provision of copies of written preauthorizations therefor, compliance with the notification and documentation requirements of any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising from the reoccurring electronic fund transfers. This release specifically extends to, among others, unknown claims, or claims which you do not know or suspect to exist at the time of this settlement. Section XIV (“Release of Claims”) of the Settlement Agreement describes in greater detail the legal claims that you are giving up if you remain in the Settlement Class. The Settlement Agreement is on file with the Court and can be viewed at [www.EFTAsettlement.com](http://www.EFTAsettlement.com).

## V. **WHAT ARE MY OPTIONS?**

### A. **You May Accept Your Share of the Settlement by Submitting a Claim Form**

Any Settlement Class Member who wishes to participate in the settlement and receive a payment (“Individual Settlement Amount”) must file a claim form with the Claims Administrator **postmarked on or before March 3, 2025 to the following address:**

**JWEINAT v. LOANDEPOT.COM, LLC** – Claims Administrator  
P.O. Box 3868  
Baton Rouge, LA 70821

If you file a valid, timely, and complete claim, you will be deemed a Qualified Settlement Class Member, receive an Individual Settlement Amount via check, be bound by the terms of the settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Defendant and the other released parties described in the Settlement Agreement **unless you submit a timely request to be excluded as described below.**

A claim form may be mailed to you at your address. It is also available online at [www.EFTAsettlement.com](http://www.EFTAsettlement.com).

Please note that it is your obligation to keep the Claims Administrator informed of any changes in your mailing address until your Individual Settlement Amount, if any, is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Claims Administrator know may prevent you from receiving your Individual Settlement Amount.

### B. **You May Exclude Yourself from the Settlement**

Any Settlement Class Member who does not wish to participate in the settlement and instead wishes to be excluded from the settlement and any final judgment that may be entered by the Court, **must mail a letter to the Claims Administrator postmarked on or before January 15, 2025 to the following address:**

**JWEINAT v. LOANDEPOT.COM, LLC** – Claims Administrator  
P.O. Box 3868  
Baton Rouge, LA 70821

The letter must state unequivocally in writing that you are requesting to exclude yourself from the settlement (identifying the Action by name and case number (i.e., *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149)) and must include your name, address, telephone number, and original signature. A Settlement Class Member who properly submits a valid and timely request to be excluded from the settlement: (1) will not receive any payment of any kind in connection with

this settlement; (2) will not be bound by or receive any benefit of this settlement; (3) will have no right to object to the settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against loanDepot.com, LLC.

### C. You May Object to the Settlement

Any Settlement Class Member who does not request to be excluded from the settlement may, if the person wishes, object to the terms of the settlement before final Court approval by filing a written objection with the Court and providing a copy to Class Counsel and counsel for Defendant at the addresses listed below no later than **January 15, 2025**. If the Court rejects your objection, however, you will still be bound by the terms of the settlement.

To object, you must file the objection with the Superior Court of the State of California, County of San Francisco electronically.

You must also provide copies to Class Counsel and counsel for Defendant:

Class Counsel: Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
21031 Ventura Blvd., Suite 340  
Woodland Hills, CA 91364  
Telephone: (877) 619-8966  
tfriedman@toddfllaw.com

Counsel for Defendant: COOLEY LLP  
MATTHEW D. BROWN  
(brownmd@cooley.com)  
CAROLINE A. LEBEL  
(clebel@cooley.com)  
3 Embarcadero Center, 20th Floor  
San Francisco, California 94111-4004  
Telephone: (415) 693-2000  
Facsimile: (415) 693-2222

Any written objection must bear an original signature and state: (1) the name and case number of this matter (i.e., *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149); (2) the Objecting Class Member's full name, current address, and telephone number; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); (4) a representation as to whether the Objecting Class Member intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; and (5) if the Objecting Class Member intends to call witnesses at the Final Approval Hearing, an identification of those witnesses (with each such witness's name, address, and telephone number). To be valid and effective, the Court, Class Counsel, and counsel for Defendant must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than **January 15, 2025**. If the Court denies your objection, you will be bound by any judgment with respect to the settlement, and you will release the Defendant from legal claims as described above and in the Settlement Agreement on file with the Court and available at [www.EFTAsettlement.com](http://www.EFTAsettlement.com).

**D. You Can Do Nothing**

If you do nothing in response to this Notice, you will NOT receive any Individual Settlement Amount for your portion of the settlement, but you will be bound by any judgment entered with respect to the settlement, and you will release Defendant from legal claims as explained above and in the Settlement Agreement on file with the Court.

**VI. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a Final Approval Hearing on April 21, 2025 at 9:30 a.m. in Dept. 302 of the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, including the Class Representatives' Incentive Payments, Class Counsel's Attorneys' Fees and Expenses Payments, the payment to the Claims Administrator of Settlement Administration Costs, and the payments to the Class.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

**VII. ADDITIONAL INFORMATION**

This Notice contains a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should read the Settlement Agreement which is on file with the Court and available online at [www.EFTAsettlement.com](http://www.EFTAsettlement.com). The pleadings and other records in this litigation, including the Settlement Agreement, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR LISTED ABOVE.**

**APPROVED BY ORDER OF THE SUPERIOR COURT**