

Consumers whose bank accounts were debited by LOANDEPOT.COM, LLC may be affected by a Class Action Settlement.

You may be affected by a settlement in a class action lawsuit claiming that loanDepot.com, LLC debited funds from consumers' bank accounts without providing them copies of written electronic fund preauthorizations, allegedly in violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* ("EFTA") and the "unlawful" prong of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"). The lawsuit ("Action"), *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149, is pending in the Superior Court of the State of California, County of San Francisco. The parties to the Action, Jamie Jweinat and Richard Lechleitner ("Plaintiffs" and "Class Representatives"), and loanDepot.com, LLC ("Defendant"), have decided to settle the matter. Currently, a settlement has been proposed for a maximum payment of \$1,025,000.00 by loanDepot.com, LLC. The proposed settlement is subject to the Court's final approval.

Am I included? You are included in the Settlement Class if you are a person in the United States whose bank account was debited on a reoccurring basis by loanDepot.com, LLC without your being provided a copy of the authorization to make a preauthorized electronic fund transfer between September 21, 2021 and October 6, 2023, inclusive ("Class Period"), and you are not loanDepot.com, LLC, its employees, officers, or directors, or the Court staff or judge(s) assigned to this matter.

What is the case about? Plaintiffs allege that loanDepot.com, LLC debited funds from consumers' bank accounts on a reoccurring basis during the Class Period without providing copies of the written authorization to make a preauthorized electronic funds transfer. loanDepot.com, LLC denies all of the claims and allegations in the Action. The Court has not ruled on the merits of the claims. The parties have decided to settle the case without a trial, and the settlement is pending the Court's approval.

The settlement, if approved by the court, will entitle Settlement Class Members to a pro rata share of the Settlement Fund made available through the common fund of \$1,025,000, less deductions for Class Counsel's attorneys' fees, litigation costs, incentive awards to Plaintiffs Jamie Jweinat and Richard Lechleitner for serving as Class Representatives, and Settlement Administration Costs, which will all be paid out of the Settlement Fund.

Who represents me? The Court has appointed the Law Offices of Todd M. Friedman, P.C. to represent you and other Settlement Class Members as Class Counsel. You do not have to pay Class Counsel or anyone else to participate. If the Court approves the proposed settlement, then

Class Counsel will be paid out of the Settlement Fund. You may hire your own lawyer to represent you at your own expense. Jamie Jweinat and Richard Lechleitner are Settlement Class Members like you, and the parties have agreed to appoint them to serve as the Class Representatives.

What are my rights & options? You have a choice of whether to file a claim to receive settlement benefits, opt out of the Settlement Class, object to the settlement, or do nothing. If you file a timely, valid, and complete claim form, 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. Claim forms must be submitted online or mailed to the below address and postmarked by **March 3, 2025**:

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

If you do nothing, you are choosing to stay in the Settlement Class, **BUT WILL NOT** receive settlement benefits. This means you will be legally bound by the settlement that is approved by the Court, and you won't be able to sue or continue to sue loanDepot.com, LLC about the legal claims made in the Action in a different lawsuit.

If you do not want to stay in the Settlement Class, you must opt out by submitting a written request for exclusion. If you exclude yourself, you cannot share in the settlement benefits, including a pro rata share of the Settlement Fund, but you will keep your right to separately sue loanDepot.com, LLC over the legal issues in the Action. To ask to be excluded from the Settlement Class, send a letter with an unequivocal request to be excluded from the settlement to the address below postmarked by **January 15, 2025**. Your letter must state that you want to be excluded from *Jamie Jweinat and Richard Leichleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149, and must include your name, address, telephone number, and original signature.

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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 by filing a written objection with the Court no later than **January 15, 2025** and serving the written objection on Class Counsel and counsel for Defendant. If the Court rejects your objection, however, you will still be bound by the terms of the settlement. To object in writing, you must file the objection electronically with the Superior Court of the State of California, County of San Francisco, and send copies to both Class Counsel and counsel for Defendant at the addresses below:

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). 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.

Want more 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/court-documents. For further information, go to www.EFTAsettlement.com, call 1-844-755-2326, write to the Claims Administrator at PO Box 3868, Baton Rouge, LA 70816, or call Class Counsel at 1-877-619-8966.