

# **If You Obtained a Loan from American Web Loan, AWL, or Clear Creek Lending From February 10, 2010 to June 26, 2020 You Could Get a Cash Payment from a Settlement or Cancellation of Your Loan**

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

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Solomon, et al. v. American Web Loan, Inc., et al. No. 4:17-cv-0145-HCM-RJK***

- Read this Notice. It states your rights and provides you with information regarding a proposed settlement of a nationwide Class Action litigation (“Settlement”) against American Web Loan, Inc., AWL, Inc., Mark Curry, MacFarlane Group, Inc., SOL Partners, Medley Opportunity Fund II, LP, Medley LLC, Medley Capital Corp., Medley Management, Inc., Medley Group LLC, Brook Taube, Seth Taube, Middlemarch Partners, LLC, and Middlemarch Securities, LLC (“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.AWLSettlement.com](http://www.AWLSettlement.com). You may also obtain further information about the Settlement at the following telephone number: 877-868-6825.
- A lawsuit was brought on behalf of all individuals who obtained a loan from American Web Loan, Inc., its successor, AWL, Inc., and Clear Creek Lending (a d/b/a of American Web Loan, Inc.) (collectively “AWL”).
- The lawsuit claimed, among other things, that AWL violated federal law by making loans at annual interest rates greater than what is permitted by state law, that AWL did not have a license to lend in any state, that AWL did not adequately disclose the interest rates, total finance charges, or repayment periods, and that AWL improperly conditioned its loans on the use of electronic fund transfers.
- Defendants deny all allegations in the lawsuit. They maintain that AWL’s loans are legal because the interest rates and terms were authorized under the law of the Otoe-Missouria Tribe, the federally recognized Native American tribe that owns and operates AWL, and because AWL borrowers explicitly agreed that Otoe-Missouria law governs the loans. AWL and certain other Defendants further contend that they are immune from suit because AWL is an arm of the Otoe-Missouria Tribe. Defendants also contend that: borrowers agreed to arbitrate any disputes; that the loans’ interest rates and other key terms were disclosed to borrowers; and that borrowers were not required to consent to the use of electronic fund transfers to obtain AWL loans.
- The Settlement provides for \$141,000,000 in Total Settlement Value, comprised of \$65,000,000 in cash and approximately \$76,000,000.00 in cancellation of 45,305 loans as disputed debt.
- As part of the proposed Settlement, borrowers who took out an AWL loan from February 10, 2010 to June 26, 2020 may be entitled to a cash payment. Certain AWL loans that are deemed to be in “collection” by AWL will be cancelled as disputed debt. In addition, AWL will request that the credit reporting bureau, Clarity Services, delete any negative credit reporting related to these loans.
- If you took out your loan(s) between February 10, 2010 and December 31, 2011, you must demonstrate your eligibility for a cash recovery from the Settlement by following the procedures described below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<p><b>FOR LOANS ISSUED FROM JANUARY 1, 2012 TO JUNE 26, 2020</b></p> <p><b>DO NOTHING</b></p>	<p>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 the Defendants and others about the legal claims that are in the lawsuit.</p>
<p><b>FOR LOANS ISSUED FROM FEBRUARY 10, 2010 TO DECEMBER 31, 2011,</b></p> <p><b>SUBMIT A CLAIM FORM</b></p>	<p>If your AWL loan was taken out before January 1, 2012, you must submit a Claim Form and supporting documentation by November 3, 2020. <b>THIS IS THE ONLY WAY TO GET A PAYMENT RELATED TO ANY LOANS TAKEN OUT BEFORE JANUARY 1, 2012.</b></p>
<p><b>EXCLUDE YOURSELF</b></p>	<p>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.</p>
<p><b>OBJECT TO THE SETTLEMENT</b></p>	<p>If you are a member of the Settlement Class and you do not exclude yourself, you may write to the Court about why you do not like the Settlement or why the Court should not approve it.</p>

**1. WHY IS THERE A NOTICE?**

This Notice is about a proposed nationwide Settlement that will be considered by the United States District for the Eastern District of Virginia, Newport News Division (the “Court”). The Settlement must be approved by the Court.

The nationwide Consumer Claims are being settled as part of litigation pending in the Court entitled: *Solomon, et al. v. American Web Loan, Inc., et al.*, Case No. 4:17-cv-00145-HMC-RJK (E.D. Va.).

**2. WHAT IS THIS LAWSUIT ABOUT?**

The claims involved in the Settlement arise out of loans made in the name of AWL, an entity owned by the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe. Services were provided to AWL by an individual, Mark Curry, and his companies, MacFarlane Group, Inc. and SOL Partners. Several other companies, including Medley Opportunity Fund II, LP, Medley LLC, Medley Capital Corp., Medley Management, Inc., Medley Group LLC, Middlemarch Partners, LLC, and Middlemarch Securities, LLC are alleged to have played various roles related to financing and other support for AWL or Curry.

The Plaintiffs in this case claim that the Defendants violated federal laws by, among other things: (a) making and collecting loans at interest rates that exceeded twice the applicable limit under state law;

(b) failing to disclose key loan terms such as the annual percentage interest rate, total amount of finance charges, and loan repayment schedule; (c) conditioning the loans on the use of electronic fund transfers; and/or (d) the involvement in and support of other parties' conduct.

Defendants vigorously deny any wrongdoing. They assert that AWL's loans are legal because the interest rates and terms were authorized under the law of the Otoe-Missouria Tribe, the federally recognized Native American tribe that owns and operates AWL, and because AWL borrowers explicitly agreed that Otoe-Missouria law governs the loans. AWL and certain other Defendants contend that they are immune from being sued in federal or state court because AWL is an arm of the Otoe-Missouria Tribe. Defendants also contend that: borrowers agreed to arbitrate any disputes, rather than suing in federal or state court; that the loans' interest rates and other key terms were sufficiently disclosed to borrowers; and that borrowers were not required to consent to the use of electronic fund transfers to obtain AWL loans.

Important case documents may be accessed at the Settlement website, [www.AWLSettlement.com](http://www.AWLSettlement.com).

### 3. WHY IS THIS A CLASS ACTION?

In a class action, 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 filed a nationwide class action claim against the Defendants on behalf of all AWL borrowers throughout the country.

### 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 obtained a loan from AWL from February 10, 2010 to June 26, 2020:

If you received this Notice, you were identified in AWL's records as having received a loan from AWL on or after January 1, 2012. Therefore, we believe that you are a member of the Settlement Class and you will be a Settlement Class Member unless you exclude yourself. If you took out an AWL loan between February 10, 2010 and December 31, 2011, you also are a member of the Settlement Class unless you exclude yourself.

### 5. WHAT DOES THE SETTLEMENT PROVIDE AND HOW MUCH WILL MY PAYMENT BE?

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

- a. **Loan Cancellation:** 45,305 AWL loans in the company's "Collection Portfolio," valued at approximately \$76,000,000.00, will be cancelled as a disputed debt and adjusted to a zero balance. For those loans, AWL will request that the applicable credit reporting agency, Clarity Services, delete any credit reporting (known as "tradelines") associated with those loans.
- b. **Cash Recovery:** A \$65,000,000 cash fund will be created by AWL to provide a cash recovery to some Settlement Class Members.

If the Settlement receives the Court's approval and if you are entitled to any payment with respect to AWL loans taken out between January 1, 2012 and June 26, 2020 you will automatically receive an email notification providing you with options for receiving your share of the Settlement (described below). For any AWL loans taken out between February 10, 2010 and December 31, 2011, you will need to submit a claim form and supporting documentation in the manner described below.

For loans taken out between January 1, 2012 and June 26, 2020, your payment will depend on how much you paid in interest on your AWL loan and the amount of money available in the Settlement Fund. You will only get a proportionate share of the total settlement cash, not necessarily a full refund of the amount of interest that you paid, because the total amount of Settlement funds available will not allow everyone to receive a full refund. You can go to the Settlement Website, [AWLSettlement.com](http://AWLSettlement.com), to determine whether you are eligible to receive a cash payment if the Settlement is approved. For loans taken out between February 10, 2010 and December 31, 2011, depending on the amount of documentation that you provide, you will either receive a flat \$20 payment or a proportionate share of the Settlement cash.

The Class Administrator will send the email notification to the same address as this Notice. If you received a hard copy of this Notice in the mail and do not provide a valid email address to the Class Administrator, the Class Administrator will send to the same mailing address instructions for obtaining your payment. Please update your email address if you would prefer to receive further information at a different address, or update your mailing 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 AWL loan; or
- Did not repay the full principal on your AWL loan;
- Lived in Utah or Nevada (which had no interest rate restrictions); or
- Took out an AWL loan before January 1, 2012 and do not submit a claim form and provide the supporting documentation to the Class Administrator as described below.

**c. Other Benefits:**

AWL has agreed that it will not sell personal identifying information obtained from Settlement Class Members to any third parties, except as may be required for debt collection. In addition, AWL has agreed that its loan agreements shall include the following terms and provisions: that AWL will comply with applicable federal laws; a conspicuous disclosure of the full interest rate, total amount of finance charges, and the loan payment schedule; and that AWL shall not condition loans on a borrower's authorization to use electronic fund transfers to withdraw loan payments automatically from the borrower's bank account. AWL has also agreed that the arbitration provisions in its loan agreements shall not include a waiver of applicable federal law.

## 6. WHAT DO I HAVE TO DO TO RECEIVE MY PAYMENT?

**If you received this Notice and took out an AWL loan on or after January 1, 2012: You do not need to do anything.** The Court will hold a hearing on October 21, 2020 to decide whether to approve the Settlement. If you are entitled to a cash payment and do not exclude yourself from the Settlement, the Class

Administrator will notify you of your options for receiving your payment approximately 60 days after the Court grants final approval to the Settlement and any appeals are resolved.

**If you took out an AWL loan before January 1, 2012, you must submit a signed claim form and submit documentation of your AWL loan.** The claim form can be downloaded at [www.AWLSettlement.com](http://www.AWLSettlement.com). You can also request a paper claim form by telephone at 877-868-6825, or by U.S. Mail to AWL Settlement, Class Administrator, c/o A.B. Data, Ltd. P.O. Box 170500, Milwaukee, WI 53217.

- To receive a flat \$20 payment related to your pre-January 1, 2012 loan, you must submit the signed claim form and any one of: (a) a copy of your loan agreement; (b) a copy of a bank statement evidencing the receipt of an AWL loan or a repayment withdrawal in connection with such loan; or (c) an email from AWL indicating that your loan application was approved and that funds were being released to you.
- To be eligible to receive a proportional share from the Settlement cash, you must provide a signed claim form and all of the following: (a) a copy of your loan agreement; and (b) copies of bank statements showing payments made in connection with your AWL loan that indicate total payments above the original principal amount.

Settlement payments will be digitally sent to you via email at the same email address that this Notice was sent. Please update your email address with a current, valid email address if you would prefer to receive further information at a different address. If you received a hard copy of this Notice in the mail or at [www.AWLSettlement.com](http://www.AWLSettlement.com), please go to [www.AWLSettlement.com](http://www.AWLSettlement.com) or contact the Class Administrator at 877-868-6825 to provide a current, valid email address.

When you receive the email notifying you of your Settlement payment, you will be provided with several digital payment options. For many, a digital payment is the easiest and quickest option to receive your money. You will also have the opportunity to request that a check be mailed to you by the Class Administrator.

You can contact the Class Administrator at the telephone number or address below to report any changes. For information about whether you may qualify for a cash payment, go to [www.AWLSettlement.com](http://www.AWLSettlement.com) or call 877-868-6825.

## 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, which means that you cannot sue, continue to sue, or be part of any other lawsuit concerning the claims relating to your AWL loan(s). This means that you will not be able to pursue or recover any additional money from the Released Parties beyond what you receive as part of this Settlement related to those parties' roles in making, investing, collecting on, or providing services related to your AWL loan(s). The Released Parties include the Defendants – American Web Loan Inc., AWL Inc., Mark Curry, MacFarlane Group, Inc., SOL Partners, Medley Opportunity Fund II, LP, Medley LLC, Medley Capital Corp., Medley Management, Inc., Medley Group LLC, Brook Taube, Seth Taube, Middlemarch Partners, LLC, and Middlemarch Securities, LLC – as well as two Otoe-Missouria owned entities called Red Stone, LLC, and RS, LLC that are related to certain Defendants.

Staying in the Settlement Class also will mean that you release all claims against the Released Parties arising out of or relating in any way to your AWL loan(s), regardless of whether such claim is known or unknown, asserted or as yet un-asserted. Staying in the Settlement Class also means that any Court orders pertaining to this Settlement will apply to you and legally bind you.

The Settlement provides that Plaintiffs' claims will be resolved with no further litigation against the Settling Defendants. The Settling Defendants, and certain related companies and individuals included among the Released Parties, will be released from all further liability related to your AWL loan(s) within the scope of the Settlement, or related conduct.

The complete Release and list of Released Parties can be found in the Settlement Agreement, which is available on the Settlement website at [www.AWLSettlement.com](http://www.AWLSettlement.com).

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

To be excluded from this Settlement, you must send an "Exclusion Request" to the Class Administrator by U.S. mail. An Exclusion Request must include:

- Your name, address, and telephone number;
- A statement that you want to be excluded: "I request to be excluded from the class settlement in this case"; and
- Your Signature.

If you received your AWL loan before January 1, 2012, you must also provide the date of your loan or state that "my loan was obtained at some time between February 10, 2010 and December 31, 2011."

Your Exclusion Request must be **postmarked** no later than August 10, 2020 to:

AWL Settlement  
EXCLUSIONS  
Class Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217-8091

## 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 Judge. The Court and Class Counsel will consider your views carefully. To object, you must file your objection with the court by September 21, 2020.

<b>COURT</b>  Clerk of the Court United States District Court for the Eastern District of Virginia Walter E. Hoffman United States Courthouse 600 Granby Street Norfolk, VA 23510
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You should include the docket number of this case on the front of the envelope and letter you file to the Court: "*Solomon, et al. v. American Web Loan, Inc., et al.*, Case No. 4:17-cv-00145 (E.D. Va.)."

All objections must include:

- Your name, address, telephone number and e-mail address;
- Your AWL account number (if you know it);
- A sentence confirming that you are a Settlement Class Member;
- The factual basis and legal grounds for the objection to the Settlement, including a description of any witnesses or exhibits you may seek to introduce at the final fairness hearing; and
- A list of any prior cases in which you or your counsel have objected to a class settlement in the last four (4) years, including case name and civil action number. Counsel representing an objecting Settlement Class Member must enter an appearance in the case on or before October 7, 2020. If you want to appear personally at the hearing, you must state that in your Objection.

**Objections must be filed with the above Court no later than September 21, 2020.**

Unless otherwise directed by the Court, any Settlement Class Member who does not make his or her objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objections shall be barred.

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

The Court will hold a final hearing on the fairness of the Settlement on October 21, 2020 at 11:00 AM in the courtroom of the Honorable Henry C. Morgan, Jr. of the United States District Court for the Eastern District of Virginia, Walter E. Hoffman United States Courthouse, 600 Granby Street, Norfolk, VA 23510. 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.AWLSettlement.com](http://www.AWLSettlement.com) or call 877-868-6825 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 filed 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 Settlement Class Counsel to represent you and all other members of the Settlement Class:

Kathleen M. Donovan-Maher  
Steven Buttacavoli  
**Berman Tabacco**  
One Liberty Square  
Boston, MA 02109

Matthew B. Byrne  
**Gravel & Shea PC**  
76 St. Paul Street, 7th Floor  
P.O. Box 369  
Burlington, VT 05401

David W. Thomas  
**MichieHamlett PLLC**  
310 4th St. NE  
P.O. Box 298  
Charlottesville, Virginia 22902

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?

Settlement Class Counsel has not received any payment for their services in conducting this litigation, nor have they been paid their litigation expenses. As part of the Settlement process, Settlement Class Counsel will ask the Court for an award of attorneys' fees not to exceed 33% of the Total Settlement Value, or up to \$45,000,000, plus reimbursement of expenses incurred in connection with this action in an amount not to exceed \$475,000, to be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. The amounts of fees and expenses awarded by the Court will reduce the distributions to Class Members.

Settlement Class Counsel will also ask the Court to approve a \$5,000 service award payment to each of the four Class Representatives. The Class Representatives made substantial contributions in the prosecution of this litigation for the benefit of the Class. The Court will ultimately decide how much Settlement Class Counsel and the Class Representatives will be paid.

The requested attorneys' fees and expenses will be the only payment to Settlement Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Settlement Class Counsel has committed significant time and expenses in litigating this case for the benefit of the Settlement Class. The fees requested will compensate Settlement Class Counsel for their work in achieving the settlement. The Court will decide what constitutes a reasonable fee award in this case and may award less than the amount requested by Settlement Class Counsel.

The Settlement contains a number of detailed provisions for the allocation of the settlement fund, including amounts to be paid in attorneys' fees and expenses and with respect to the distribution of any leftover amounts. The details for fund distribution are set forth in the settlement documents available on the website at [www.AWLSettlement.com](http://www.AWLSettlement.com).

### 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.AWLSettlement.com](http://www.AWLSettlement.com), by calling the Class Administrator at 877-868-6825, or by contacting Class Counsel at the addresses above.

**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.**