

IF YOU ENTERED INTO A RENTAL-PURCHASE AGREEMENT WITH SNAP RTO LLC THAT INCLUDED PROVISIONS PROVIDING FOR PAYMENT OF A PROCESSING FEE AND/OR NONSUFFICIENT FUNDS FEE, YOU MAY BE ENTITLED TO COMPENSATION.

NOTICE OF CLASS ACTION SETTLEMENT

Jacquess, et al. v. Snap RTO LLC
San Diego County Superior Court
Case No. 37-2021-00033209-CU-BT-CTL

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit that is pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *Jacquess, et al. v. Snap RTO LLC*, Case No. 37-2021-00033209-CU-BT-CTL (the “Lawsuit”).

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the Website: www.SnapRTOSettlement.com.

To receive a monetary payment or credit from the Settlement Amount, Class Members must submit a timely Claim that is validated as qualifying for inclusion in the Payment Group or the Credit Group (described below). The deadline to submit a Claim is May 2, 2022. If you do not submit a Claim by this deadline, or if your Claim is not validated as qualifying for inclusion in the Payment Group or the Credit Group, you will not receive a monetary payment or credit from the Settlement Amount and you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4. If you qualify as a member of the Write-off Group (described below), you will receive the write-off benefits regardless of whether or not you file a Claim, and you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

I. What the Litigation Is About

The Lawsuit alleges that defendant Snap RTO LLC (“Defendant”) entered into rental-purchase agreements with certain California consumers that included provisions providing for payment of a Processing Fee and/or Nonsufficient Funds Fee (“NSF Fee”) that did not comply with California law. The Lawsuit alleges that Defendant violated the Kernet Rental-Purchase Act (Cal. Civ. Code § 1812.620 *et seq.*), and certain other provisions of California consumer protection laws. The Lawsuit is brought on behalf of a class defined as follows:

All individuals who, between November 12, 2016, and March 10, 2021, entered into a rental-purchase agreement with Snap RTO LLC in the State of California that included provisions providing for payment of a Processing Fee and/or a Nonsufficient Funds Fee (“NSF Fee”). Excluded from the Class are persons who have entered into an agreement with Snap that effects a release of claims that would otherwise be within the scope of this action. Also excluded from the Class are all employees of Defendants, all employees of Plaintiff’s counsel, and the judicial officers to whom this case is assigned.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

Defendant denies the allegations of the Lawsuit. The Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing by Defendant.

The parties have exchanged detailed information about the claims, defenses, and remedies alleged in the Lawsuit. After lengthy settlement negotiations, including a mediation conducted by an independent mediator, the parties reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendant. Plaintiffs and their counsel believe the Settlement is fair, reasonable, and in the best interests of the Class Members.

On February 10, 2021, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink & Coveney LLP as Class Counsel for settlement purposes only; appointed Bertha Orozco, April Spruell, Achorea Tisdale, Jarrod Bolden, Frieda Sims, and Sara Nunez as the Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this Notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. **Settlement Amount.** In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendant will pay the principal amount of Five Million Two Hundred Fifty-Seven Thousand Three Hundred Seventy-Six Dollars and Fifty Cents (\$5,257,376.50). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payments that the Court may award to the Class Representatives, the expenses of settlement administration (including class notice), and the settlement payments or credits to or for the benefit of Class Members who qualify for inclusion in the Payment Group or the Credit Group, as described in this Notice. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration of the Settlement Amount, the Settlement also includes injunctive relief and the write-off benefits described below in Section II.4.

2. **Notice to Class Members.** No later than thirty-five (35) days following the Preliminary Approval Date, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the business records of Defendant. If the business records of Defendant do not contain an email address for a Class Member, the Settlement Administrator will mail the Court-approved Summary Class Notice to the last-known mailing address of that Class Member, as reflected in the business records of Defendant, or an updated address provided by the U.S. Postal Service. Before mailing, the Settlement Administrator will run the mailing addresses through the U.S. Postal Service's National Change of Address database, and will update the addresses accordingly. The date on which the Summary Class Notice is emailed and mailed as set forth above is referred to as the "Notice Date."

3. **Eligibility for Monetary Payment or Credit From the Settlement Amount.** If the Court grants final approval of the Settlement, the Net Settlement Amount (defined below) will be for the benefit of Class Members who either (a) have fulfilled and completed the terms of their respective rental-purchase agreements with Snap as of March 10, 2021, or who, as of the Effective Date, are expected to do so on or before the Distribution Date described below (the "Payment Group"); or (b) entered into rental purchase agreements with Snap on or after January 1, 2019, through and including March 10, 2021, but whose account for such agreement, as of the Effective Date, is expected to reflect a balance owing to Snap as of the Distribution Date described below (the "Credit Group"). If the Court grants final approval of the

Settlement, the parties will identify the date on which the benefits to Class Members in the Payment Group and the Credit Group will be distributed (the “Distribution Date”), which is expected to be within approximately 28 days after the Effective Date of the Settlement. Each Class Member within the Payment Group or the Credit Group who submits a timely and valid Claim will be entitled to receive an equal, pro-rata portion of the Net Settlement Amount, either in the form of a monetary payment (for the Payment Group) or an account credit (for the Credit Group). The “Net Settlement Amount” is the Settlement Amount plus any accrued interest thereon, reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, Class Representative service payments, and all expenses of settlement administration, including expenses previously incurred and the Settlement Administrator’s good faith estimate of future expenses to be incurred. The dollar amount of such equal, pro-rata payment or credit is referred to as the “Distribution Amount.”

4. Submission of Claims; Eligibility for Payment or Credit from the Settlement Amount. In order to qualify to receive a monetary payment or credit from the Settlement Amount, Class Members must submit a Claim that is both (i) timely and (ii) validated as qualifying for inclusion in the Payment Group or the Credit Group. To be timely, the Claim must be submitted to the Settlement Administrator on or before May 2, 2022 (the “Claim/Exclusion/Objection Deadline”). See Section III.1., on the next page, regarding how to file a Claim.

5. Eligibility for Write-off for Defaulted Accounts and Pending NSF Fees. If the Court grants final approval of the Settlement, for Class Members who both (a) entered into a rental-purchase agreement with Snap prior to January 1, 2019, and (b) whose account for such agreement reflected a balance owing to Snap as of March 10, 2021, Snap will, as of the Distribution Date, write off a dollar amount equal to the Distribution Amount. In addition, if the Court grants final approval of the Settlement, for the benefit of Class Members with respect to whom an account reflects an NSF Fee but who have not paid the NSF Fee as a result of a default or otherwise, Snap will eliminate the unpaid NSF Fee from those accounts. Rental-purchase agreements or charges described in this Section II.5. are referred to as the “Write-off Group.” For avoidance of doubt, the rental-purchase agreements with balances owing described in this Section II.5., and the unpaid NSF Fees described in this Section II.5., will not give rise to a monetary payment or credit from the Net Settlement Amount. It is not necessary to file a Claim to receive write-off benefits as described in this Section II.5.

6. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before the Claim/Exclusion/Objection Deadline, as described below in Section III.3. Any Class Member who wishes to object to the Settlement may do so either orally or in writing. Any written objection must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline, as described below in Section III.4. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance through counsel.

7. Service Payment. Class Counsel will file a motion requesting service payments to the Class Representatives not to exceed \$30,000 in the aggregate. Defendant has agreed that it will take no position regarding this request, provided the request made to the Court is consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payment awarded by the Court.

8. Attorneys’ Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys’ fees of up to 35% of the Settlement Amount, plus actual litigation expenses not exceeding \$50,000. Defendant has agreed that it will take no position regarding these requests, provided the requests made to the Court are consistent with this Section. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the

attorneys' fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

9. Settlement Administration Expenses. The expenses of settlement administration will be paid from the Settlement Amount. The estimated expense for settlement administration is \$145,000.00. This amount is subject to court approval.

10. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members' Rights and Options Under the Settlement

Class Members have four options under the Settlement. If you are a Class Member, you may: (1) file a Claim, which if submitted timely and validated as qualifying for inclusion in the Payment Group or the Credit Group, will qualify you to receive a monetary payment or credit from the Settlement Amount following final court approval; (2) do nothing, in which case you will not qualify to receive a monetary payment or credit from the Settlement Amount, but you will be entitled to receive write-off benefits if you qualify for inclusion in the Write-Off Group and you will be bound by the release in the Settlement Agreement; (3) exclude yourself from the Settlement; or (4) object to the Settlement. The following paragraphs explain these options in more detail.

1. File a Claim. To potentially qualify for a monetary payment or credit from the Settlement Amount, Class Members must file a Claim that is validated as qualifying for inclusion in the Payment Group or the Credit Group.

(a) Class Members whose name, address, and/or email information is reflected in the business records produced by Defendant are being sent a Court-approved Summary Class Notice via email or mail, which includes a hyperlink to the Settlement Website or other information which enables those Class Members to submit a Claim electronically via the Settlement Website. The deadline for submitting a Claim is May 2, 2022. If you miss this deadline, you will not receive a monetary payment or credit from the Settlement Amount (even if you would otherwise qualify for inclusion in the Payment Group or Credit Group), but you will be entitled to receive write-off benefits if you qualify for inclusion in the Write-Off Group and you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement.

(b) Potential Class Members who do not receive a Summary Class Notice via email or mail may print a Claim Form from the Settlement Website or request a Claim Form from the Settlement Administrator. A printed Claim Form must be completed, dated by the Claimant, signed by the Claimant, and returned to the Settlement Administrator via U.S. Mail, personal delivery, or email. Upon receipt of a Claim Form, the Settlement Administrator will verify whether the Claimant is a member of the Class by comparing the information provided on Claim Form against the records of Defendant. The deadline for submitting a Claim is May 2, 2022. If you miss this deadline, you will not receive a monetary payment or credit from the Settlement Amount (even if you would otherwise qualify for inclusion in the Payment Group or Credit Group), but you will be entitled to receive write-off benefits if you qualify for inclusion in the Write-Off Group and you will be bound by the other terms of the Settlement if you do not request exclusion from the Settlement.

2. Do Nothing. If you do nothing, you will not receive a monetary payment or credit from the Settlement Amount, but you will be entitled to receive write-off benefits if you qualify for inclusion in the Write-Off Group and you will be bound by the release in the Settlement Agreement.

3. To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. Mail, email, or personal delivery,

and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, address, and telephone number, along with the statement: "I wish to be excluded from the *Jacquess v. Snap* Settlement," or words to that effect, and must be dated and signed by the person requesting exclusion. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than May 2, 2022. If the request for exclusion is returned by U.S. Mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as "Excluded Class Members." Excluded Class Members will not receive any benefits under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: *Jacquess v. Snap* RTO LLC Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: SnapRTOSettlement@cptgroup.com. A judgment in the action will bind all Class Members who do not timely request exclusion. Any Class Member may enter an appearance through counsel. **You may not submit both a Claim Form and a letter requesting to be excluded from this Settlement.**

4. To Object to the Settlement. Any Class Member who wishes to object to the Settlement may do so orally or in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than May 2, 2022. A written objection must set forth the name and case number of the lawsuit (*Jacquess v. Snap RTO LLC*, Case No. 37-2021-00033209-CU-BT-CTL), the objector's full name, address, and current telephone number, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, I entered into a rental-purchase agreement with Snap in the State of California between November 12, 2016, and March 10, 2021, and I wish to object to the Settlement." Any written objection must state the basis of the objector's belief that he or she is a Class Member, and must also state the factual and legal basis for the objection, and whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any written objection shall also identify any lawyer who assisted, provided advice, or represents the objecting Class Member with respect to the Lawsuit or such objection. If an objection is submitted in writing, any documents that the objecting Class Member wishes for the Court to consider must also be attached to the objection. Class Counsel and Defendant will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at *Jacquess v. Snap RTO LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to counsel for Defendant, Steven E. Swaney, Venable LLP, 101 California Street, Suite 3800, San Francisco, CA 94111; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink & Coveney LLP, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037. Alternatively, an objection may be made to the Court orally at the Final Approval Hearing. If you intend to object to the Settlement but also wish to receive any monetary payment or credit from the Settlement Amount for which you may qualify if the Settlement is approved by the Court, you must also submit a timely and valid Claim as explained above.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, and provided that Defendant has paid the Settlement Amount in full, all Class Members who do not exclude themselves from the Settlement, on behalf of themselves, and each of their respective assigns, executors, administrators, successors and agents, shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, "Released Parties" means Snap RTO LLC, and any of its past, present, and future parents, subsidiaries, affiliated companies, and corporations, and any of its past, present, and future officers, directors, managers, employees, general partners, limited partners, agents, principals, insurers,

reinsurers, shareholders, attorneys, advisors, representatives, or assigns. For purposes of this paragraph, “Released Claims” means any and all causes of action or claims for relief, including but not limited to injunctive relief, equitable relief, actual damages, compensatory damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys’ fees and costs, and/or any other form of monetary consideration whatsoever, for any and all claims by Class Members against the Released Parties that have been pled in the action, or that could have been pled in the action, that relate to or arise from Snap’s rental-purchase agreements that included provisions providing for payment of a Processing Fee and/or a NSF Fee from November 12, 2016 to March 10, 2021.

V. Final Approval Hearing

The Court will hold a hearing on June 10, 2022, at 10:30 a.m., in Department 70 of the San Diego County Superior Court, to determine whether the Settlement should be finally approved, to rule on Class Counsel’s motion for award of attorneys’ fees, reimbursement of litigation expenses, and class representative service payments, and for approval of settlement administration expenses. The Court is located at 330 W. Broadway, San Diego, CA 92101. The hearing may be continued without further notice, and it may also be conducted remotely pursuant to procedures adopted by the San Diego County Superior Court. You should consult the Court’s website for information concerning access to the Courthouse and procedures for participating in hearings by remote means. **YOU ARE NOT REQUIRED TO ATTEND OR PARTICIPATE IN THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

VI. For More Information

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the Settlement Website. You may also review the pleadings and other papers filed in the Lawsuit at the Court’s Business Office, located at 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator
Jacquess v. Snap RTO LLC.
Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: 1-888-723-0591
Email: SnapRTOSettlement@cptgroup.com

Class Counsel
Dostart Hannink & Coveney LLP
4180 La Jolla Village Dr., Ste. 530
La Jolla, CA 92037
Tel: (858) 623-4265
Email: cklobucar@sdlaw.com