

**UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

THIS IS A COURT ORDERED LEGAL NOTICE

A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims filing service.

Your rights may be affected by a pending class action lawsuit if you were an active duty member of the armed forces or guard and reserve, or were a dependent of such a member, at the time you entered into a vehicle title loan, title pawn, or title pledge with one or more of the following Defendants from October 1, 2007 through January 2, 2013:

COMMUNITY LOANS OF AMERICA, INC., ALABAMA TITLE LOANS, INC., GEORGIA AUTO PAWN, INC., FAST AUTO LOANS, INC., DELAWARE TITLE LOANS, INC., IDAHO TITLE LOANS, INC., ILLINOIS TITLE LOANS, INC., FAST AUTO AND PAYDAY LOANS, INC., D/B/A CASH COW, SOUTHERN FAST LOANS OF LOUISIANA, INC. D/B/A CASH COW, MISSISSIPPI TITLE LOANS, INC., MISSOURI TITLE LOANS, INC., NEW ENGLAND AUTO FINANCE, INC., NEW ENGLAND AUTO AND PAY LOANS, INC., NEW MEXICO TITLE LOANS, INC., NEVADA TITLE AND PAYDAY LOANS, INC., PR AUTO LOANS, LLC, DAKOTA AUTO TITLE LOANS, INC., TENNESSEE TITLE LOANS, INC., TEXAS TITLE AND PAYDAY LOANS, LLC, TEXAS CAR TITLE AND PAYDAY LOAN SERVICES, INC., UTAH TITLE LOANS, INC., WISCONSIN AUTO TITLE LOANS, INC.

This Notice is to inform you that the United States District Court for the Middle District of Georgia, Columbus Division, has certified a “Class,” or group of Plaintiffs, in a lawsuit called *Jason Cox, et. al v. Community Loans of America, Inc. et al*, Civil Action File No. 4:11-cv-177-CDL and has scheduled the case for a trial.

- This case involves a dispute over the legality and enforceability of certain transactions that Plaintiffs claim do not comply with the requirements of the Military Lending Act of 2007 from October 1, 2007 through January 2, 2013 in one or more of the following states or US Territories: **GEORGIA, ALABAMA, MISSISSIPPI, TENNESSEE, ARIZONA, DELAWARE, IDAHO, ILLINOIS, LOUISIANA, MISSOURI, NEVADA, NEW HAMPSHIRE, NEW MEXICO, SOUTH DAKOTA, TEXAS, UTAH, WISCONSIN & PUERTO RICO.**
- Army SSG Jason M. Cox, Army MSG Estevan Castillo, Marine SGT Leo Tookes, Jr. and Army Spouse Alesia Lewis-Vinson sued Defendants alleging that their vehicle title transactions did not comply with the requirements of the Military Lending Act of 2007.
- There is no money available now and no guarantee that there will be. The Court has not decided whether the Defendants did anything wrong. That will be decided later. But your legal rights are affected, and you have a choice to make now:

YOUR OPTIONS	
DO NOTHING	Stay in the lawsuit. Await the outcome. Give up right to sue separately. By doing nothing, you keep the possibility of receiving money or benefits that may come from a trial or settlement. But you will give up any rights to sue the Defendants separately about the same legal claims made in this lawsuit.
ASK TO BE EXCLUDED	Get out of lawsuit. Get no benefits. Keep right to sue separately. If you ask to be excluded and money or benefits are later awarded at trial or obtained through a settlement, you won't share in those. But you will keep any rights you may have to sue the Defendants separately about the same legal claims arising in this lawsuit.

- Your options are explained in this Notice. To ask to be excluded from this Class, you must act before **April 15, 2016**.
- Lawyers for the Class must prove the claims against the Defendants at a trial. If money or benefits are obtained as a result of a trial or settlement, you will be notified about how to request a share of the judgment or settlement.
- **Any questions? Read on and visit www.BarnesLawGroup.com** for details.

PURPOSE OF THIS NOTICE

This Notice is given pursuant to the Federal Rules of Civil Procedure and an Order of the Court dated December 17, 2015. The purpose of this Notice is to inform you that this class action will affect the rights of all members of the Class in relation to the CLA Defendants listed above. Members of the Class are called “Class Members.” This Notice describes your legal rights and what steps you may take in relation to this action. This Notice is not an expression of any opinion by the Court as to the merits of any claims or any defenses asserted by any party in this action.

BASIC INFORMATION

1. WHY DID I RECEIVE THE NOTICE?

You have been identified as a potential Class Member in this lawsuit from the Defendants’ records. This Notice explains that the Court has allowed, or “certified” this case as a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The Court directed that this Notice be sent to you because Class Members have a right to know about the lawsuit and about all their options. This Notice describes the lawsuit and the legal rights of all Class Members and the deadlines to exercise legal options.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action, one or more people called “class representatives” (in this case, Army SSG Jason M. Cox, Army MSG Estevan Castillo, Marine SGT Leo Tookes, Jr. and Army Spouse Alesia Lewis-Vinson) have sued on behalf of other people that have similar claims. Together, everyone is the “class” or “class members.” The people that sue and all class members are called the plaintiffs. The companies they sued are called the defendants. Except for those people who choose to exclude themselves from the class, one court resolves the issues for all class members in the lawsuit.

3. WHY IS THIS LAWSUIT A CLASS ACTION?

The federal court decided that this lawsuit can proceed as a class action because it meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. Specifically, the Court found in pertinent part to class certification that:

- MLA authorizes a private right of action, including a private right of action to recover damages.
- Questions of law and fact common to the Class clearly predominate over individual issues.
- The claims of the representative parties are typical of the claims of the Class.
- A class action is superior to the other available methods for fairly and efficiently adjudicating this controversy.

WHAT IS THIS LAWSUIT ABOUT?

4. WHAT ARE PLAINTIFFS’ CLAIMS IN THE LAWSUIT?

This case involves a dispute over the legality and enforceability of so called vehicle title loans, title pledges, and title pawns

(the “Transactions”) which Plaintiffs claim are governed by the Military Lending Act of 2007, 10 U.S.C. § 987 et. seq. (hereinafter called the “MLA”). Plaintiffs claim Defendants’ practice of making title loans to active duty service members and their dependents violates the MLA, because the Defendants imposed an annual percentage rate of interest that exceeds 36% and required borrowers to pledge or pawn the title to a motor vehicle as security for the Transaction for a term of 181 days or less. Plaintiffs challenge the uniform and systematic practices used by the Defendants to make virtually identical transactions in 17 different states (and Puerto Rico) through 900+ different storefront locations.

5. HOW DO THE DEFENDANTS RESPOND?

Defendants deny they did anything wrong. They say that title pawns offered in three states are not governed by the MLA and that in all other states where title loans and pledges are offered any business done with service members and their dependents was inadvertent. Defendants say that if any transaction violated the MLA, any recovery by affected Class Members should be limited to some or all of the interest or pawn charges paid, not all monies paid by Class Members or other damages. Defendants have raised other legal and factual defenses.

6. HAS THE COURT DECIDED WHO IS RIGHT?

NO. The Court has not decided who is right. By establishing the Class, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims through the normal litigation process.

7. WHAT ARE THE PLAINTIFFS ASKING FOR?

The Plaintiffs are asking for money damages, return of titles, interest on all monies that were paid unlawfully, forgiveness of unpaid account balances, punitive damages and attorneys’ fees and expenses associated with the litigation. The Court has not yet decided what remedies will be available to the Class if Plaintiffs prove their claims.

8. IS THERE ANY MONEY AVAILABLE NOW?

NO. No money or benefits are available now because the Court has not yet decided whether the Defendants have done anything wrong, and the two sides have not agreed to settle the case. There is no guarantee that money or benefits will be obtained. If they are, Class Members will be notified about how to request and receive a share.

WHO IS IN THE CLASS

9. AM I PART OF THIS CLASS?

The Court has determined the Class includes the following individuals:

“All covered members of the armed services and their dependents who, between October 1, 2007 and January 2, 2013, entered into, rolled over, renewed, refinanced, or consolidated a vehicle title loan by any means with a Defendant that imposed an annual percentage rate of greater than 36 percent and required the title of a vehicle as security for the obligation for a term of 181 days or less.

For purposes of this class definition, a covered member of the armed services is a member of the armed forces who is (A) on active duty under a call or order that does not specify a period of 30 days or less; or (B) on active Guard and Reserve Duty.

A dependent of a covered member means the covered member’s spouse, child, or an individual for whom the member provided more than one-half of the individual’s support for 180 days immediately preceding the extension of consumer credit. For purposes of this class definition, the phrase “vehicle title loan by any means” includes vehicle title loans, vehicle title pawns, and vehicle title pledges, and the phrase “covered members” does not include individuals who executed a statement at the time of the transaction indicating that they were not affiliated with the military.”

10. I'M NOT SURE IF I'M INCLUDED IN THE CLASS.

If you are not sure whether you are included in this case, you can get free help by calling or writing to the Plaintiffs' lawyers in this case, at the phone number or address listed below:

COUNSEL FOR THE PLAINTIFFS

Roy E. Barnes, John R. Bevis, J. Cameron Tribble
The Barnes Law Group, LLC
31 Atlanta Street
Marietta, Georgia 30060
www.barneslawgroup.com

1-855-227-6375 (855 BARNES LAW)

YOUR RIGHTS AND OPTIONS

11. WHAT HAPPENS IF I DO NOTHING AT ALL?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you remain in the Class and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to request and receive your share. Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not then be able to sue the CLA Defendants about the same claims that are the subject of this lawsuit. You will also be legally bound by all of the orders the Court has or will issue and judgments the Court makes in this class action.

12. WHY WOULD I ASK TO BE EXCLUDED?

If you already have your own lawsuit against any of the Defendants and want to continue with it, you need to ask to be excluded from the Class now. If you exclude yourself from the Class – which means to remove yourself or “opting-out of the class” – you won't get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or any settlement (that may or may not be reached) between the CLA Defendants and the Plaintiffs in this action. However, you would be able to pursue your claims individually against the CLA Defendants for alleged violations of MLA at your own expense.

If you exclude yourself, you will not be legally bound by the Court's judgments that have been or might be entered in this case. If you start your own lawsuit against the CLA Defendants after you exclude yourself, you may have to hire and pay your own lawyer to pursue your claims, and you'll have to prove your claims as well. If you want to exclude yourself, you should talk to your own lawyer immediately, because your claims are subject to a statute of limitations.

13. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE CLASS?

To ask to be excluded, you must complete an Exclusion Request Form (which is enclosed with this Notice and can be obtained at www.BarnesLawGroup.com) and send it by mail to: **MLA Title Loan Litigation, c/o GCG, P.O. Box 9349, Dublin, OH 43017-4249**. You must mail your completed Exclusion Request Form postmarked by April 15, 2016.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed the law firm of Barnes Law Group, LLC and its lawyers Roy E. Barnes, John R. Bevis and J. Cameron Tribble and the law firm of Fischer Scott, LLC and its lawyer, Kyle F. Fischer to represent you and all Class

QUESTIONS? VISIT WWW.BARNESLAWGROUP.COM/MILITARYLENDINGACTLITIGATION.ASPX

Members. Barnes Law Group, LLC and Fischer Scott LLC are called “Class Counsel.” The firms are experienced in handling cases of this nature. More information about these lawyers and law firms, their practices, and their experience is available at www.barneslawgroup.com and www.fischerscott.com.

15 SHOULD I GET MY OWN LAWYER?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you can pay for that lawyer. For example, you can ask him or her to appear in court for you if you want someone other than Class Counsel to speak for you.

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel have been paid nothing so far for the services they have rendered in this case. In addition, Class Counsel have advanced all the expenses necessary to maintain the lawsuit. If money or benefits are obtained for the Class, Class Counsel may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. If the Court grants Class Counsel’s request, the fees and expenses would be deducted from any money obtained for the Class.

THE TRIAL

17. HOW AND WHEN WILL THE COURT DECIDE WHO IS RIGHT?

As long as the case isn’t resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs’ claims at a trial. A jury or the judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or the Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money from the class. The Court has scheduled a trial for **June 13, 2016** at 9:00am EST in the United States District Courthouse located at 120 12th Street, Columbus, GA 31902.

18. DO I HAVE TO COME TO THE TRIAL?

No, you don’t need to attend the trial unless you want to. Class Counsel will present the case for the Plaintiffs, and the lawyers for the Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

19. WILL I GET MONEY AFTER THE TRIAL?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how you may request and receive your share. We don’t know how long this will take.

GETTING MORE INFORMATION

20. HOW CAN I GET MORE INFORMATION?

Visit <http://barneslawgroup.com/MilitaryLendingActLitigation.aspx>, where you will find the Court’s Order granting Class Certification, the Complaint that Plaintiffs submitted, the Defendants’ Answer to the Complaint, as well as an Exclusion Request Form. You may also speak to one of the lawyers by calling **855-227-6375**, or by writing to: **Military Lending Act Litigation c/o Barnes Law Group, LLC, 31 Atlanta Street, Marietta, Georgia 30060.**