

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

STEPHEN THAXTON and PATRICIA  
THAXTON, individually and on behalf of  
all others similarly situated,

Plaintiffs,

Case No. 1:20-cv-00941-ELR

v.

COLLINS ASSET GROUP, LLC,  
COLLINS & HILTON ASSET  
GROUP, LLC, DIVERSIFIED  
FINANCING LLC, MARK W. MILLER,  
ALT MONEY INVESTMENTS, LLC,  
ALT MONEY INVESTMENTS II, LLC,  
ALT MONEY INVESTMENTS III, LLC,  
ALT MONEY INVESTMENTS IV, LLC,  
and SONOQUI LLC,

Defendants.

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**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,  
MOTION FOR ATTORNEYS' FEES AND EXPENSES,  
AND SETTLEMENT APPROVAL HEARING**

*Your legal rights are affected -- Please read this Notice carefully.*

**To: All individuals and/or entities and their assignees who are citizens of the United States, who lent money to Diversified Financing LLC (“Diversified”), Sonoqui LLC (“Sonoqui”), ALT Money Investments, LLC, ALT Money Investments II, LLC, ALT Money Investments III, LLC, or ALT Money Investments IV, LLC (collectively, the “ALT Money Investments”) and in exchange received a promissory note and/or membership interest issued by Diversified, Sonoqui, or any of the ALT Money Investments indicating that the money would thereafter be loaned to Collins Asset Group, LLC (“CAG”).**

**If you meet the above class definition,  
you could get a payment from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- The Settlement resolves the class action litigation as more particularly described below, arising out of loans made from individuals to Diversified, Sonoqui. and/or the Alt Money Investments.<sup>1</sup>
- Plaintiffs Stephen Thaxton and Patricia Thaxton are individuals who loaned money to Diversified and were issued promissory notes by Diversified indicating that the money they had loaned to Diversified was to be loaned to CAG.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Participate in the Settlement and file a claim.</b>	<b>You must submit a claim in order to receive compensation. For more detailed information, see Question 7. The deadline to submit a claim is May 13, 2021.</b>
<b>Exclude yourself from the Settlement</b>	<b>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue the any of the Defendants. If you opt-out, you may not make a claim for benefits under the Settlement. For more detailed information, see Question 11. The deadline to “opt-out” of the Settlement is April 3, 2021.</b>
<b>Object or comment on the Settlement.</b>	<b>You may object to the Settlement by writing to explain to the Court why you do not think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue any of the Defendants as described in the Settlement Agreement, a copy of which is available at <a href="http://www.diversifiedlendingclassaction.com">www.diversifiedlendingclassaction.com</a>. The deadline to file an objection or comment is April 3, 2021.</b>
<b>Do nothing</b>	<b>If you do nothing, you will be bound by the terms of the Settlement Agreement, but you will not be entitled to any other benefits provided under the Settlement. If the Settlement becomes final, you will give up your right to sue any of the Defendants separately for claims related to the allegations in this lawsuit or in the related interpleader action entitled <i>Collins Asset Group, LLC v. Diversified Financing LLC, et al.</i>, No 1:20-cv-02818-ELR (N.D. Georgia).</b>

- The Settlement Class comprises all individuals and/or entities and their assignees who are citizens of the United States, who lent money to Diversified, Sonoqui or any of the ALT Money Investments and in exchange received a

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement Agreement.

promissory note and/or membership interest issued by Diversified, Sonoqui or any of the ALT Money Investments indicating that the money would thereafter be loaned to CAG.

- To settle the litigation, and because CAG has a stake of money that is owed to Diversified and Sonoqui pursuant to various promissory notes between those entities, CAG, through the Settlement Administrator, will distribute the Settlement Amount of USD \$15,755,000.00 *pro-rata* to the Settlement Class Members based on each Settlement Class Member's principal amount loaned to Diversified, Sonoqui, or one of the ALT Money Investments, less any distributions received by Settlement Class Members from Diversified, Sonoqui, or any of the ALT Money Investments, less (i) the *pro-rata* amount of loans made by individuals or entities who opt-out of the Settlement, and (ii) any attorneys' fees and expenses approved by the Court. All the reasonable costs associated with notifying Settlement Class Members of the Settlement and all reasonable costs associated with administering the Settlement are being paid by CAG and are already included in the Settlement Amount. Please see the response to Question 8 below for details on the calculation of your recovery.
- These rights and options — **and the deadlines to exercise them** — are explained further in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

## SUMMARY NOTICE

### Statement of Recovery

Under the terms of the proposed Settlement, CAG, through the Settlement Administrator, will distribute *pro-rata* to the Settlement Class Members, based on each Settlement Class Member's principal amount loaned to, less distributions received from, Diversified, Sonoqui, or any of the ALT Money Investments, by the Settlement Class Members, the Settlement Amount in the sum of USD \$15,755,000.00 less (i) the *pro-rata* amount of loans made by individuals or entities who opt-out of the Settlement Agreement, and (ii) attorneys' fees and expenses approved by the Court. All the reasonable costs associated with notifying Settlement Class Members of the Settlement and all reasonable costs associated with administering the Settlement are being paid by CAG and are already included in the Settlement Amount. Your actual recovery will depend on the total number of Settlement Class Members who participate in the claims process, elect to be excluded from the Settlement and the amount of their net loans, the amount of attorneys' fees and expenses approved by the Court, and the costs and expenses incurred by the Settlement Administrator in administering the Settlement. Please see the response to Question 8 below for details on the calculation of your recovery.

### Potential for Further Recovery From Other Individuals or Entities

If you participate in this Settlement, then you will be required to release any claims that you might have against all Defendants named in this action, as well as their past and present affiliates and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

### Statement of Potential Outcome of Case

The parties to this action disagree on both liability and damages and do not agree on the average amount of damages per Settlement Class Member that would be recoverable if Plaintiffs were to have prevailed at trial. CAG and Defendant Collins & Hilton Asset Group, LLC (“Collins & Hilton,” and together with CAG, “Collins”) denies that they are in any manner liable to Plaintiffs or the Settlement Class.

### Statement of Attorneys’ Fees and Costs Sought

Plaintiffs’ counsel will submit an application for an award of attorneys’ fees and reimbursement of expenses from the Settlement Amount, in an amount not to exceed twenty-five percent (25%) of the Settlement Amount. Plaintiffs’ counsel has prosecuted this litigation on a contingent fee basis, and has advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. In this type of litigation, counsel for a settlement class is often awarded a percentage of the common-fund recovery as their attorneys’ fees.

### Further Information

You may get further information about the litigation and this Notice by calling 1-866-742-4955 toll-free. Plaintiffs’ counsel is THE DOSS FIRM, LLC, 127 Church Street, Suite 220, Marietta, Georgia 30060 and Levine, Kellogg, Lehman, Schneider + Grossman, LLP, 201 South Biscayne Boulevard, 34<sup>th</sup> Floor, Miami, FL 33131.

### Reasons for the Settlement

Plaintiffs’ counsel states the principal reason for the Settlement is that it represents a favorable outcome for the Settlement Class, arrived at after comprehensive investigation and analysis of the factual and legal issues surrounding the Settlement Class Members’ claims. Plaintiffs’ counsel further states that the proposed Settlement is in the best interests of the Settlement class as a whole given CAG’s willingness to pay now USD \$15,755,000.00 (less the items noted above), balanced against the risks presented by the unresolved issues that might have been decided in Collins’ and Defendants’ favor, the expense and delay of continued litigation, the risks of taking the case to trial, and the risks and delay presented by an appeal in the event of a favorable outcome at trial.

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## BASIC INFORMATION

### 1. Why did I get this notice package?

You lent money to Diversified, Sonoqui or one of the ALT Money Investments and in exchange received a promissory note and/or membership interest issued by Diversified, Sonoqui or one of the ALT Money Investments indicating that the money would thereafter be loaned to CAG.

The Court directed that this Notice be sent to you because you have a right to know about a proposed Settlement of a class action lawsuit that will resolve claims with CAG, Collins & Hilton, Diversified, Sonoqui, the ALT Money Investments, and Mark W. Miller, which are all Defendants named in this lawsuit. If the Court approves the Settlement, the Settlement Administrator appointed by the Court will distribute the Settlement Amount, less the items previously noted, at CAG's expense, which costs of such distribution are included in the Settlement Amount. In addition, if the Court approves this Settlement, any and all claims of the Settlement Class Members in the related action captioned, *Collins Asset Group, LLC v. Diversified Financing, LLC*, et al. No 1:20-cv-02818-ELR (N.D. Georgia) (the "Interpleader Action") will be dismissed with prejudice.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court overseeing the case is the United States District Court for the Northern District of Georgia, and the case is known as *Stephen Thaxton and Patricia Thaxton v. Collins Asset Group, LLC, et al.*, Case No. 1:20-cv-00941-ELR. This case has been assigned to United States District Judge Eleanor Ross. The people who sued are called "Plaintiffs." The people being sued are called "Defendants," and include Collins Asset Group, LLC, Collins & Hilton Asset Group, LLC, Diversified Financing LLC, Sonoqui LLC, ALT Money Investments, LLC, ALT Money Investments II, LLC, ALT Money Investment III, LLC, ALT Money Investments IV, LLC, and Mark W. Miller.

### 2. What is this lawsuit about?

The following is a summary of Plaintiffs' allegations.

*Plaintiffs allege that CAG is a debt buyer that purchases debt at a discount and then profits from collecting on that debt. To fund its business operations, Plaintiffs allege that CAG orchestrated a fraudulent scheme that used unregistered salespersons, like Mark Miller, and a network of shell companies (the other named Defendants) to illegally raise money from individual investors. The alleged shell companies, Diversified, Sonoqui or any of the ALT Money Investments, issued promissory notes and/or provided membership interests to Settlement Class Members in exchange for their money.*

*Based on these factual allegations, Plaintiffs asserted claims against Defendants for breach of contract, fraudulent misrepresentation and concealment, conspiracy to commit fraud, breach of fiduciary duty, conversion, unjust enrichment, attorneys' fees, and punitive damages.*

The following is a summary of Collins' defenses.<sup>2</sup>

*Collins vehemently denies the allegations in Plaintiffs' Amended Complaint, which are unsupported by facts or allegations. CAG is a debt buying entity that obtains loans from third party business entities, like Diversified and Sonoqui. As it relates to this Action, CAG borrowed money from Diversified and Sonoqui evidenced by certain promissory notes it issued to those entities. Collins has no relationship to or affiliation with Diversified or Sonoqui other than that as a lender-borrower relationship. Following the issuance of the promissory notes by CAG to Diversified and Sonoqui, Diversified and Sonoqui ceased operations in about 2017. As a result, CAG has been unable to repay the amounts owed to those entities pursuant to the terms of the promissory notes between them. Following Diversified and Sonoqui ceasing operations, CAG was contacted by various lenders of Diversified, Sonoqui and/or the ALT Money Investments, including various members of the Settlement Class, resulting in CAG originally filing the Interpleader Action in the United States District Court for the Southern District of New York, which was subsequently transferred to the United States District Court for the Northern District of Georgia. The intent of the Interpleader Action was to allow those individuals and entities who loaned money to Diversified and Sonoqui an opportunity to make a claim on the money CAG owed to Diversified and Sonoqui that it held in escrow.*

*In the Interpleader Action, CAG moved by order to show cause for interpleader relief for the purpose of depositing with the Court a stake of money, which it possesses but has been unable to make the required payments to Diversified and Sonoqui as a result of Diversified and Sonoqui ceasing operations. The Court has not ruled on that motion. The Settlement Class includes all those individuals and entities that have or would have a claim in the Interpleader Action.*

*Neither Plaintiffs nor any Settlement Class Member has a lending relationship with, or promissory note or membership interest issued by CAG or Collins & Hilton. Further, Collins played no role in Diversified's or Sonoqui's marketing or efforts to secure loans from any of the Settlement Class Members. Rather, CAG solely owes money to Diversified and Sonoqui as a result of loans issued to CAG by those entities. Based on the foregoing, Collins denies any claims or allegations in this Action and any damages and admits no liability or wrongdoing. Collins enters into this Settlement to fully satisfy CAG's outstanding obligations under its promissory notes with Diversified and Sonoqui.*

3. Why is this a class action?
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In a class action, one or more people called "class representatives" (in this case, Plaintiffs Stephen Thaxton and Patricia Thaxton) sue on behalf of people who have similar claims. All these people together constitute a plaintiff "class." This is a class action because one court resolves all class-wide issues for all people who meet the class definition, except for those who exclude themselves from the class.

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<sup>2</sup> Diversified, Sonoqui, the ALT Money Investments, and Mark Miller, have not appeared in the litigation and asserted any defenses.

4. Why is there a settlement?

The Court did not decide in favor of or against Plaintiffs or Defendants. Instead, Plaintiffs and Collins agreed to the Settlement. The Settlement was reached through mediation with an independent mediator. Through the Settlement, the parties to the Action avoid the risks, uncertainty, delay, and cost of preparing for and going to trial, and the affected Settlement Class Members will get compensation. Plaintiffs and their attorneys think the Settlement is in the best interests of the Settlement Class as a whole.

**WHO IS IN THE SETTLEMENT CLASS?**

To see if you will get money from this Settlement, you first have to decide if you are a member of the Settlement Class in this case.

5. How do I know if I am part of the Settlement Class?

For purposes of the Settlement, the Court has provisionally approved this definition of the Settlement Class:

any individual and/or entity and their assigns who are citizens of the United States, who lent money to Diversified, Sonoqui, or the ALT Money Investments, and in exchange received a promissory note and/or membership interests issued by Diversified, Sonoqui or any of the ALT Money Investments indicating that the money would thereafter be loaned to CAG.

Excluded from the Settlement Class are Plaintiffs' counsel and family members, Defendants' employees, officers, directors, members, managers; Defendants' legal representatives; any entity in which Defendants have a controlling interest; any Judge to whom the litigation is assigned and all of members of the Judge's immediate family; and all persons who timely and validly request exclusion from the Settlement Class.

**THE SETTLEMENT BENEFITS: WHAT YOU GET**

6. What does the Settlement provide?

If the Court approves the Settlement, CAG, through the Settlement Administrator, will distribute the Settlement Amount of USD \$15,755,000.00 *pro-rata* to the Settlement Class Members based on each Settlement Class Member's principal amount loaned to Diversified, Sonoqui, or one of the ALT Money Investments, less any distributions received by Settlement Class Members from Diversified, Sonoqui, or any of the ALT Money Investments, less (i) amounts of any loans by Settlement Class Members to Diversified, Sonoqui, or any of the ALT Money Investments who opt-out of this Settlement, (ii) any administrative costs of the Settlement, and (iii) attorneys' fees and expenses approved by the Court.



## HOW YOU GET A PAYMENT

### 7. How can I get a payment?

To qualify for payment:

You must have loaned money to Diversified, Sonoqui, or one of the ALT Money Investments and in exchange received a promissory note and/or membership interest issued by Diversified, Sonoqui or any of the ALT Money Investments indicating that the money you loaned would thereafter be loaned to CAG.

To receive any compensation, you must timely submit a Proof of Claim Form to the Settlement Administrator, a copy of which is attached to this Notice and submit “Reasonable Documentation,” to support your claims. To submit your Proof of Claim and documentation by mail, send your claim and documentation to the address below, postmarked no later than May 13, 2021.

**Collins Asset Group Class Action Settlement Administrator  
c/o RG2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479**

To submit your Proof of Claim Form and documentation online visit [www.diversifiedlendingclassaction.com](http://www.diversifiedlendingclassaction.com).

“Reasonable Documentation,” as defined in the Settlement Agreement, means documentation supporting a claim that you actually loaned money to Diversified, Sonoqui, or any of the ALT Money Investments, that you received a promissory note or other document indicating that your money would thereafter be loaned to CAG, and the total principal amount paid by you to Diversified, Sonoqui and/or the ALT Money Investments and any interest payments you received back from those entities. This includes, but is not limited to, copies of promissory notes or similar agreements issued by Diversified, Sonoqui and/or the ALT Money Investments along with bank statements, credit card statements, account statements created by self-directed IRA custodians, copies of checks, wire transfer documentation, and/or receipts evidencing principal loans made by Plaintiffs and Settlement Class Members to Diversified, Sonoqui, and/or the ALT Money Investments. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Members do not constitute Reasonable Documentation, but may be included to provide clarification, context, or further support for other submitted Reasonable Documentation. In addition, all Settlement Class Members must submit an affidavit under oath attesting to any amounts already received from Diversified, Sonoqui, or any of the ALT Money Investments as prior distributions and such amount shall be deducted from that Settlement Class Member’s overall claim.

8. How will my payment be determined?

The Plaintiffs and Collins have proposed a plan for distributing settlement money among the Settlement Class Members. At the approval hearing, the Court will consider whether to approve this plan as well as the Settlement. Under the Settlement, the amount available for distribution will be the balance of the Settlement Amount remaining after the deduction of (i) any amounts of loans by Settlement Class Members who timely and properly opt-out of the Settlement, (ii) expenses related to claims administration of this Settlement, and (iii) any Court-awarded attorneys' fees and expenses of pursuing the litigation (referred to as the Distributable Settlement Amount in the Settlement Agreement). The Distributable Settlement Amount will be distributed among Settlement Class Members.

Under the Settlement, the Settlement Amount will be equal to the sum of USD \$15,755,000.00. Under the parties' proposed plan, the Distributable Settlement Amount will be distributed *pro-rata* to the Settlement Class Members based on each Settlement Class Member's principal amount loaned to Diversified, Sonoqui, or one of the ALT Money Investments, less any distributions previously received by Settlement Class Members from those entities. The amount of the payment will depend on (i) the total number of Settlement Class Members who elect to be excluded from the Settlement Class as the *pro-rata* amount for each loan to Diversified, Sonoqui, or any of the ALT Money Investments by Settlement Class Members who opt out of this Settlement will be deducted from the Settlement Amount, (ii) the total number of Settlement Class Members who elect to participate in the Settlement Class, (iii) the amount of attorneys' fees and expenses approved by the Court; and (iv) the costs and expenses incurred by the Settlement Administrator in administering the Settlement.

9. When will I get my payment?

The Court will hold an Approval Hearing on June 10, 2021 at 9:30 a.m., to decide whether to approve the Settlement. Under the terms of the Settlement, the money will not be distributed until there is no possibility of appeal. If there are no appeals, the Settlement Administrator will distribute your share of the Distributable Settlement Amount within 14 business days after the Court rules on Plaintiffs' counsel's application for attorneys' fees and expenses and such ruling becomes "Final," which shall be deemed to be the date upon which the Final Order and Judgment is no longer subject to appeal or review, whether by exhaustion of any possible appeal, lapse of time, or otherwise. An appeal by a Settlement Class Member would likely delay your payment.

10. What am I giving up to get a payment or stay in the Settlement Class?

You will be a member of the Settlement Class if you are a Settlement Class Member and do not file a timely and valid Request for Exclusion from the Settlement Class. That means that if the Settlement is approved, you will release all "Released Claims" — including unknown claims — against the "Defendants' Released Parties," and you will be prohibited from bringing or participating in any other cases concerning the "Released Claims" against the "Defendants' Released Parties." These terms shall have the meaning ascribed to them in the Settlement Agreement, but for convenience are reproduced below:

“Released Claims” means all actions, claims, or allegations related to any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, which the Settlement Class ever had, now has or hereafter can, shall or may have against Collins and the Non-Collins Defendants for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the Settlement Agreement, including without limitation any claim related to and/or arising from (1) the Action, (2) the Interpleader Action or (3) any promissory notes or membership interests held by each of the Settlement Class Members issued by Diversified, Sonoqui and/or the ALT Money Investments.

“Defendants’ Released Parties” shall mean Collins and the Non-Collins Defendants and each of their past and present affiliates and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

“Collins” shall mean Collins Asset Group, LLC and Collins & Hilton Asset Group, LLC and each of their past and present affiliates and their past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

“Non-Collins Defendants” shall mean Diversified Financing LLC, Sonoqui LLC, the ALT Money Investments, LLC and Mark W. Miller and each of their and his past and present affiliates and their and his past and present predecessors, successors, heirs, parent organizations, subsidiaries, owners, equity holders, partners, joint venturers, officers, directors, shareholders, fiduciaries, administrators, members, employees, managers, trustees, agents, representatives, attorneys, and assigns.

If you remain a Settlement Class Member, all of the Court’s orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to retain any right to sue or continue to assert any of the Released Claims on your own against any of the Defendants’ Released Parties, then you must take steps to get out of the Settlement Class. This is called excluding yourself from the Settlement Class and is sometimes referred to as “opting out” of the Settlement Class.

11. How do I get out of the Settlement Class and Settlement?
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To exclude yourself from the Settlement Class and Settlement:

- If you exclude yourself from the Settlement Class, you will not be entitled to any payment under the Settlement, and you will have no right to comment in support of, or in opposition to, the Settlement. If you exclude yourself from the Settlement Class, you will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Defendants in the future.
- **IMPORTANT:** You will be bound by the terms of the Settlement Agreement, including the releases contained therein, unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail a “request for exclusion,” postmarked no later than April 3, 2021, to:

**Collins Asset Group Class Action Settlement Administrator**  
**Attention: Exclusion**  
**c/o RG2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

The statement must contain the following information:

- (1) The name of this proceeding (*Thaxton, et al. v. Collins Asset Group, LLC, et al.*, Case No. 20-cv-00941, or similar identifying words such as “Collins Asset Group Lawsuit”)
- (2) Your full name;
- (3) Your current address;
- (4) The words “Request for Exclusion” at the top of the document or a statement that you do not wish to participate in the Settlement;
- (5) Your signature, and
- (6) Enclose all Reasonable Documentation, as defined in the Settlement Agreement and noted above, that you otherwise would have submitted to file a claim.

**If you do not comply with these procedures and deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other settlement agreement regarding your claims released as part of the Settlement.**

12. If I do not exclude myself (that is, if I stay in the Settlement Class), can I bring a lawsuit for the same thing later?
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No. Unless you exclude yourself from the Settlement, you give up any rights to bring a lawsuit or claim in any forum asserting any of the Released Claims against the Defendants’ Released Parties.

If you have a pending lawsuit or claim in any forum that you believe concerns the Released Claims or the same matters alleged in this case, speak to your lawyer in that lawsuit immediately. You will likely have to exclude yourself from this Settlement Class and Settlement to continue your own lawsuit or claim. Remember, the exclusion deadline is April 3, 2021.

13. If I exclude myself, can I get money from this Settlement?

No. You will, however, retain your right to bring a separate lawsuit or continue to pursue your pending lawsuit.

### **THE LAWYERS REPRESENTING YOU**

14. Do I have a lawyer in this case?

Yes. The Court ordered that the following law firm will represent you and the other Settlement Class Members in connection with the Settlement: THE DOSS FIRM, LLC, 127 Church Street, Suite 220, Marietta, Georgia 30060 and LEVINE KELLOGG, LEHMAN, SCHNEIDER + GROSSMAN, 201 South Biscayne Boulevard, 34<sup>th</sup> Floor, Miami, FL 33131. This law firm is called “Class Counsel.” You can contact them at (770) 578-1314 or (305) 403-8788. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

On or before February 27, 2021, Class Counsel will submit an application for an award of attorneys’ fees and for reimbursement of expenses from the Settlement Amount and you will be available to view that application on the Settlement website at [www.diversifiedlendingclassaction.com](http://www.diversifiedlendingclassaction.com).

### **OBJECTING OR COMMENTING ON THE SETTLEMENT**

16. How do I tell the Court that I like or do not like the Settlement?

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you do not think it is fair, reasonable, or adequate, and you can give a reason why you think the Court should not approve it. You cannot ask the Court to enter a larger Settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a letter stating that you object to the Settlement. Your objection letter must include:

- (1) The name of this proceeding (*Thaxton, et al. v. Collins Asset Group, LLC, et al.*, Case No. 20-cv-00941, or similar identifying words such as “Collins Asset Group Lawsuit”)
- (2) Your full name;

- (3) Your current address;
- (4) Your personal signature (an attorney's signature is not enough);
- (5) A statement indicating why you think that you are a member of the Settlement Class;
- (6) A statement with the reasons why you object, accompanied by any legal support for your objection;
- (7) A statement identifying all class action settlements to which you have objected in the previous five (5) years; and
- (8) A statement as to whether you intend to appear at the Fairness Hearing, either in person or through a lawyer, and if through a lawyer, identifying your lawyer by name, address and telephone number, and four dates before May 21, 2021 during which you are available to be deposed by counsel for the Parties.

Additionally, if you are represented by a lawyer and your lawyer intends to speak at the Fairness Hearing, your written objection letter must include:

- (9) A detailed statement of specific legal and factual basis for each and every objection;
- (10) A detailed description of any and all evidence you may offer at the Fairness Hearing, including copies of any and all exhibits you may introduce at the Fairness Hearing.

Additionally, if you are represented by a lawyer and your lawyer intends to seek compensation for his or her services from anyone other than you, your written objection letter must include:

- (11) The identity of all lawyers who represent you, including any former or current lawyer who may be entitled to compensation for any reason related to the objection;
- (12) A statement identifying all instances in which your lawyer or your lawyer's law firm have objected to a class action settlement within the preceding five (5) years, giving the case name, case number, and court in which the class action settlement was filed;
- (13) A statement identifying any and all agreements or contracts that relate to the objection or the process of objecting- whether written or oral- between you, your lawyer, and/or any other person or entity;
- (14) A description of your lawyer's legal background and prior experience in connection with class action litigation; and
- (15) A statement regarding whether your lawyer's compensation will be calculated on the basis of loadstar, contingency, or other method; an estimate of the amount of fees to

be sought; the factual and legal justification for any fees to be sought; the number of hours already spent by your lawyer and an estimate of the hours to be spent in the future; and the lawyer's hourly rate.

To be considered by the Court, your objection letter must be electronically filed with the Court by April 3, 2021 or mail, postmarked no later than April 3, 2021 and mailed to the following address:

**Collins Asset Group Class Action Settlement Administrator**  
**Attention: Objection**  
**c/o RG2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Approval Hearing or otherwise contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You may still be eligible to receive benefits if the Settlement becomes final even if you object to the Settlement.**

#### **THE COURT'S APPROVAL HEARING**

The Court will hold a hearing on June 10, 2021 to decide whether to approve the Settlement. You may come to the hearing and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold an Approval Hearing on June 10, 2021, at 9:30 a.m., before the Honorable Eleanor L. Ross at the United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building, 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309 in Courtroom 1708. At this Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The hearing date and time may be moved. Please refer to the Settlement website, [www.diversifiedlendingclassaction.com](http://www.diversifiedlendingclassaction.com), for notice of any changes.

18. Do I have to come to the Approval Hearing?

No. Plaintiffs' Class Counsel will answer questions the Court may have, but you may attend the Approval Hearing at your own expense.

19. May I speak at the Approval Hearing?

You may ask the Court for permission to speak at the Approval Hearing. You may appear at the Approval Hearing in person or through an attorney who is retained and paid by you. You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be included as a member of the Settlement Class and you will receive no money from this Settlement and be bound by the Releases under the Settlement Agreement. Furthermore, the Settlement proceeds that you would otherwise be entitled to will be distributed on a *pro rata* basis to those Settlement Class Members that filed timely and valid claim.

## GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator at 1-866-742-4955 or by visiting the settlement website [www.diversifiedlendingclassaction.com](http://www.diversifiedlendingclassaction.com). At the website, you will also find other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment under this Settlement. You can also call the Settlement Administrator at the above number with questions about submitting proof of a claim. Any other questions should be directed to Class Counsel identified under Question 14 above. Please do not call the Court.

Date: February 2, 2021

BY ORDER OF THE COURT  
THE HONORABLE ELEANOR L. ROSS