

SEAN BEGAYE V. 505 QUICK CASH & PAWN, LLC, CASE NO. D-202-CV-2021-01130
Second Judicial District, Bernalillo County, State of New Mexico

NOTICE OF CLASS ACTION SETTLEMENT

You have not been sued. This notice tells you about a lawsuit which affects your rights.

I. WHAT THE LAWSUIT IS ABOUT

Plaintiff Sean Begaye (“Plaintiff” or “Mr. Begaye”) filed this class action lawsuit against Defendant 505 Quick Cash & Pawn, LLC (“Defendant” or “Quick Cash”). Plaintiff claims that Quick Cash’s pawn ticket did not comply with the New Mexico Pawnbrokers Act. Mr. Begaye also claims that in some pawn transactions, Quick Cash charged an illegally high pawn service charge; and that in some pawn transactions, upon default, Quick Cash sold pawned property for more than was owed, leaving a surplus amount. Quick Cash denies these allegations and otherwise denies that it failed to comply with the New Mexico Pawnbrokers Act or any other statutes or codes applicable to pawn transactions and pawn brokers. The lawyer representing Plaintiff and the class is:

Susan Warren
Feferman, Warren & Mattison
300 Central Ave SW, Ste. 2000W, Albuquerque, NM 87102
(505) 243-7773
www.nmconsumerwarriors.com

The Court has ruled that Plaintiff is the representative of the following class of people: all persons who entered into the same pawn contract, or a contract substantially similar, to that of Plaintiff, at any time beginning two years prior to the filing of this lawsuit, February 16, 2019.” **You have been identified as one of the people in the class.**

The parties have negotiated a settlement in the amount of \$400,000. If approved by the Court, class members will receive checks. Plaintiff will also use the cash portion of the settlement amount to pay his attorneys’ fees, litigation costs, costs of class administration, and applicable taxes. Plaintiff plans to request that the Court approve payment of \$80,000 for attorneys’ fees; \$6,100 for gross receipts tax, \$2,056.25 for litigation costs; plus \$17,317 to cover costs of administration. Plaintiff will also request the Court to approve payment of a service award of \$5,000 for Mr. Begaye. The remaining \$289,526.75 will be divided among class members, depending on their damages. Every class member will receive at least a \$20.00 check. Those class members who were allegedly charged an illegally high pawn service charge will receive an additional amount for those damages. Class members whose property was allegedly sold for more than was owed on the pawn loan, will also receive the amount of the surplus. Class members will receive other benefits. Quick Cash has agreed to forgive any pawn loan still owing. Class members who pawned property and did not redeem the property, that Quick Cash has not sold, will forfeit the property to Quick Cash. Further, if Quick Cash has reported the loan to a class member’s credit report, Quick Cash will request that any information reported to any credit agency concerning these pawn loans, be deleted.

II. WHY WE ARE SENDING YOU THIS NOTICE

You are a member of the class, who will be entitled to receive the benefits described above, as applicable. This notice explains the nature of the lawsuit and informs you of your legal rights.

IN ORDER TO OBTAIN THE BENEFITS OF THIS LAWSUIT, YOU DO NOT HAVE TO DO ANYTHING. However, if this notice was forwarded by the Postal Service, or if it was sent to you at an address which is not current, you should immediately update your address by going to the case website: www.begayeclassaction.com. If you move from this address, you should update your address again. If the person to whom this letter was sent has died, please contact the class administrator, explaining who is entitled to the payment, and include any supporting documentation. Contact information for class administrator, to contact regarding change of address or deceased class member: Begaye v 505 Quick Cash, PO Box 23678, Jacksonville, FL 32241. Email: info@begayeclassaction.com

III. YOUR OPTIONS

You have three choices: (1) accepting the settlement, (2) excluding yourself from the settlement, or (3) objecting to the settlement.

1. **Accepting the Settlement. IF YOU WISH TO TAKE PART IN THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING.** If you take part in the settlement, you will be bound by the settlement. You will receive the benefits described above. However, it also means that you will release any claims you may have against Quick Cash relating to the transactions in this lawsuit. Plaintiff's attorneys represent you, but you will not need to pay the attorneys any money out of your pocket. These attorneys will request that the Court award attorney fees and costs to be paid from the settlement proceeds. The Court will hold a final approval hearing on September 15, 2026, at 9:30 a.m. at the Second Judicial District Court, 400 Lomas Blvd. NW, Albuquerque, NM 87102, before the Honorable Daniel Ramczyk to determine whether to approve this settlement. **IF YOU TAKE PART IN THE SETTLEMENT AND DO NOT OBJECT TO IT, YOU DO NOT HAVE TO APPEAR AT THE HEARING.**

2. **Excluding yourself from the Settlement.** If you exclude yourself from the settlement, you will not receive any benefits, including any check or loan forgiveness. You will not be bound by the settlement, and you will keep your individual right to sue Quick Cash on the claims raised in this litigation. If you exclude yourself, you cannot also object to the settlement. If you want to exclude yourself from the settlement, you must mail a request to be excluded in writing. The request must contain: (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number (shown at the top of this notice); (c) a statement that you want to be excluded from the class and the settlement; and (d) your signature. You must, no later than August 11, 2026, mail your request to be excluded from the class to the class administrator, Begaye v 505 Quick Cash, PO Box 23678, Jacksonville, FL 32241. If your request to be excluded is not postmarked on or before August 11, 2026, it will not be considered by the Court and you will remain a class member.

3. **Objecting to the Settlement.** You have the right to object to the proposed settlement, and also to the proposed relief to class members, the proposed award of attorneys' fees, taxes, and costs, and the proposed service award. If you object to the settlement, you must submit your objection in writing. You must, no later than August 11, 2026, file your objection with the Second Judicial District Court, 400 Lomas

Blvd. NW, Albuquerque, NM 87102 and also mail a copy of your objection to Plaintiff's counsel, Susan Warren, Feferman, Warren & Mattison, 300 Central Ave SW, Ste. 2000 West, Albuquerque, NM 87102. Any objection must include (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number (shown at the top of this notice); (c) if you plan to appear through counsel, counsel's name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the final approval hearing; and (f) your signature. If your objection is not postmarked on or before August 11, 2026, it will not be considered by the Court. **IF YOU DO OBJECT, YOU ALSO MUST APPEAR AT THE HEARING ON SEPTEMBER 15, 2026.**

IV. OTHER MATTERS

This description of the case is general. To learn more, go to: www.begaye-classaction.com.

In order to see the complete file, you may contact the office of the Clerk of Court to make copies of the files relating to this lawsuit available for inspection and copying at your own expense.

If you have questions you should contact the attorney or class administrator listed above. **DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.** They are not permitted to answer your questions.