

NORTH CAROLINA
ROCKINGHAM COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

NANCY E. ODELL, Individually and on behalf of
those similarly situated,

Plaintiff,

05 CvS 999

v.

LEGAL BUCKS, LLC, J. KEITH TART, and
LYNN D. TART,

Defendants.

NOTICE TO CLASS MEMBERS

ALEXANDER L. LEE, JOE S. BROWN, and MARK
THOMPSON,

Plaintiffs,

09 CvS 2608

v.

LEGAL BUCKS, LLC, LBFUND I, LLC, LOGAN
FINANCIAL NETWORK, INC., J. KEITH TART,
LYNN D. TART, PHILIP L. SMITH, and VIRGINIA
SMITH,

Defendants.

TO ALL PERSONS WHO RECEIVED INDIVIDUAL ADVANCES OF MONEY OF \$25,000.00 OR LESS IN NORTH CAROLINA FROM LEGAL BUCKS, LLC, OR LBFUND I, LLC, FROM JUNE 15, 2001 TO DECEMBER 31, 2008: THIS IS TO INFORM YOU THAT, UNLESS YOU HAVE PREVIOUSLY GIVEN A MUTUAL RELEASE TO LEGAL BUCKS OR LBFUND I, YOU ARE A MEMBER OF A CLASS ACTION THAT ENTITLES YOU TO CERTAIN RIGHTS AND BENEFITS. YOU SHOULD READ THIS ENTIRE NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY ITS CONTENTS AND THE LAWSUIT TO WHICH IT RELATES. IF YOU DO NOT WANT TO REMAIN IN THIS CLASS ACTION, YOU MUST OPT OUT BY SENDING THE ATTACHED FORM BY JUNE 25, 2010. If you do not opt out, you will remain a member of the class and you will be bound by the decision that is made in this case. If you opt out, you will not be bound by the results of this case and you will have the right to pursue individually whatever rights, if any, you have against defendants in court, and defendants Legal Bucks, LLC and LBFundI, LLC will have the right to pursue whatever rights, if any, they have against you in court.

THIS NOTICE IS GIVEN pursuant to Rule 23 of the North Carolina Rules of Civil Procedure and pursuant to an Order entered by The Honorable Edwin G. Wilson, Jr. of the Superior Court of Rockingham County, North Carolina (hereinafter referred to as "the Court"). This notice informs you of (1) your right to opt out of the class action; (2) the proposed settlement of all claims asserted in this action; (3) a request for an award of fees and reimbursement of out-of-pocket expenses of plaintiffs' counsel in this action; (4) a request by class counsel that Plaintiffs be awarded an incentive payment for their efforts in the prosecution of this action; (5) a hearing on the proposed settlement of this case to be held on June 28, 2010 at 10:00am at in Courtroom A of the Superior Court of Rockingham County, 1086 Highway 65, Wentworth, North Carolina, and (6) the procedure and time for making claims against the Settlement Fund. The hearing will be held to consider whether the proposed settlement of this case is fair, reasonable, and adequate as to the class and should be given final approval by the Court, and to consider the Petition for Attorneys' Fees and Expenses. The terms of the settlement are described below. If the settlement is approved, your rights will be affected, and you may be required to submit a claim form. The claim form is attached. It must be mailed to the settlement administrator no later than August 6, 2010. The claim form may also be obtained at www.legalbucksclassaction.com.

SUMMARY OF LITIGATION AND SETTLEMENT

In these class actions there are approximately 1665 members, and they fall into two groups: Subclass A, those who have paid interest to Legal Bucks, LLC or LBFund I, LLC; and Subclass B, those people who potentially owe Legal Bucks, LLC or LBFund I, LLC for advances against their personal injury lawsuits. The plaintiffs in these cases allege that defendants violated a number of laws by advancing money to personal injury plaintiffs and charging excessive interest. Defendants deny the plaintiffs' allegations of wrongdoing. The claims and defenses are more fully described below. The proposed settlement involves defendants Legal Bucks, LLC and LBFund I, LLC paying money into a settlement fund and also agreeing that those people in subclass B do not have to pay any interest on their advances, only return the principal amount advanced – and then only if their underlying case settles for a sufficient amount. The amounts repaid by subclass B will be added to the settlement fund and, after payment of the fees and expenses described below, the fund will be distributed to subclass A on a pro rata basis based on the amount of interest each person paid. In order to be entitled to receive any money, **members of subclass A must submit a claim form by August 6, 2010.**

I. NATURE OF THE ACTION

These cases were filed on June 15, 2005 and June 15, 2009 by the Plaintiffs for themselves and on behalf of all persons who received individual advances of \$25,000.00 or less from Legal Bucks, LLC and/or LBFund I, LLC from June 15, 2001 in North Carolina. In these cases, the plaintiffs contend that the defendants' practices in advancing or loaning money to people with personal injury or workers' compensation claims at interest in excess of the rate prescribed by the North Carolina usury statute was illegal for several reasons, including that they violated the North Carolina usury statute and the Consumer Finance Act; were unfair and deceptive trade practices; constituted champerty and maintenance and illegal gaming. Defendants deny these allegations and continue to maintain their nonrecourse funding contracts are legal. There have been two lawsuits filed: *Odell v. Legal Bucks, LLC, J. Keith Tart and Lynn D. Tart (Odell)*; and *Alexander L. Lee, Joe S. Brown, and Mark Thompson v. Legal Bucks, LLC, et al (Lee)*. In the *Odell* case the trial court agreed with defendants and held the contract was legal, but the North Carolina Court of Appeals ruled that Ms. Odell's contract violated the North Carolina usury statute and the Consumer Finance Act and was an unfair and deceptive trade practice. This decision can be found at www.legalbucksclassaction.com. In June 2009 the *Lee* case was filed.

II. DEFENDANTS' DENIAL OF LIABILITY

While defendants have agreed to settle the case on the terms established in this notice, they have maintained that the *Odell* decision was incorrectly decided and that they have the right to a new appeal in the *Lee* case, which would entitle them to attempt to have the *Odell* decision overturned. Defendants further maintain that it is unlikely that the Court would certify this matter as a class action if they opposed class certification.

Defendants have filed what they consider to be substantial and meritorious defenses and have defended this case vigorously. They deny that they have committed any illegal practice or engaged in any wrongdoing whatsoever, and they believe and assert that each has acted in good faith, honestly and in accordance with the law.

III. THE COURSE AND EXTENT OF THE LITIGATION

This litigation has been pending for almost five years, during which time extensive discovery has been accomplished through depositions and written interrogatories. The legal issues in the case have been the subject of many motions and court orders. The primary pleadings in the cases can be seen at www.legalbucksclassaction.com.

IV. SETTLEMENT NEGOTIATIONS AND REASONS FOR PROPOSED SETTLEMENT

The parties participated in mediated settlement conferences and finally reached an agreement to settle the claims of plaintiffs and the class, subject to Court approval. Defendants state their reasons for agreeing to the proposed settlement as follows: The litigation has been protracted and costly and the outcome is uncertain. Although defendants deny liability as vigorously as always, they have elected to compromise and to settle the litigation, thereby avoiding the inconvenience, burden and distraction of further legal proceedings and putting at rest all claims that have been or might have been asserted by the plaintiffs class arising out of the subject matter of the complaint.

Plaintiffs state their reasons for agreeing to the proposed settlement as follows: Counsel for plaintiffs have conducted an investigation of the facts and law relating to the claims; have undertaken pretrial proceedings, including examination of documents, depositions, witness interviews and analysis of principles of law relating to the action, including damages and related factors; and upon the basis of this investigation, pretrial proceedings and analysis, have concluded that a trial of the claims would involve sharply disputed questions of law and; that any judgment which may have been obtained at trial would be subject to an appeal and to the risk of reversal both as to liability and damages; that further litigation would result in additional expenses and attorneys' fees to the class and thereby could diminish the recovery to the class even in the event such litigation is successful; and that a settlement of this action involving what counsel for plaintiffs believe to be a substantial recovery to the class now, rather than in the distant future, upon the terms and conditions specified in the Settlement Agreement is desirable, reasonable, fair and adequate, and in the best interest of the plaintiffs class.

V. NO OPINION EXPRESSED BY THE COURT AS TO THE MERITS

The Court has not passed on the merits of the claims or defenses. The providing of this Notice is required by law and is not meant to constitute a finding that there has been any violation of the law or that a recovery after trial could be had if the action is not settled.

VI. TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

The terms of the proposed settlement are as follows:

1. Defendants Legal Bucks, LLC and LBFund I, LLC will immediately pay into an account established by plaintiffs' counsel titled "Legal Bucks Class Action Settlement Fund," (Settlement Fund) all funds presently held by the defendants Legal Bucks, LLC and LBFund I, LLC, currently approximately \$316,000.00, which constitutes collections of past advances by defendants to class members and others, less \$50,000.00. All additional sums collected by or on behalf of defendants Legal Bucks, LLC and LBFund I, LLC from the repayment of any advances up until the time of the expiration of the opt-out period will be delivered to the Settlement Fund.

2. The two actions will be consolidated for the purposes of settlement and class administration. The Court will certify the class as all individuals who received individual advances of \$25,000.00 or less from defendants Legal Bucks or LBFund I in North Carolina from June 15, 2001 to December 31, 2008. Within the class there are two subclasses: subclass A, those class members who have paid defendants Legal Bucks, LLC or LBFund I, LLC interest, and subclass B, those class members who have taken advances from defendants Legal Bucks, LLC or LBFund I, LLC and have yet to repay any sums.

3. As to subclass B, defendants Legal Bucks, LLC and LBFund I, LLC agree to waive and release any and all claims they may have against class members for interest on all outstanding advances and agree that the only claim they have against these class members who remain in the class is for the repayment of principal (the "Repayment Amount"). Defendants further agree that each class member's obligation to pay the Repayment Amount shall be further limited to the *lesser* of the principal amount advanced or one-half of the proceeds of the underlying action, after payment of attorney fees and legal costs and medical or insurance liens. Each subclass B member shall pay the Repayment Amount to the Settlement Fund within 60 days after the receipt of his or her settlement proceeds. Upon payment into the Settlement Fund of the Repayment Amount, each subclass B member and his or her attorney in his or her underlying action shall be released from any further obligations to defendants and to the Settlement Fund.

4. All sums received from subclass B members, and all sums received from any other advances now outstanding, will be added to the Settlement Fund.

5. Class members shall have the opportunity to opt out of the class. However, one-half of all sums, if any, collected by defendants from putative class members in subclass B who opt out will be paid to the Settlement Fund after deduction of collection expenses, which shall not exceed one-third of the amounts collected.

6. The following expenses, to the extent approved by the Court, will be paid from the Settlement Fund:

- The costs of notifying the class of the settlement;
- The costs of the class administration, including a collector to be agreed upon by the parties;
- Attorneys fees and costs for the plaintiffs' attorneys to be approved by the Court;
- An incentive award for the class representatives.

7. Upon the certification of the class and the final approval of the terms of the settlement, Keith Tart, Lynn Tart, Phil Smith, Virginia Smith, Logan Financial and all the Doe defendants will be dismissed from these actions with prejudice.

8. Upon final approval of the settlement, all defendants will be released from all liability to class members who do not opt out of the class except as to their duties set out herein.

9. The Settlement Fund will be the sole source of payment of claims, attorneys' fees, costs and expenses of plaintiffs and the class, costs of notice and the costs of administering the settlement.

10. Each person in subclass A who desires to participate in the settlement, if it is approved, shall be responsible for submitting the Proof of Claim annexed hereto in a timely manner and shall be required upon request by counsel for plaintiff or counsel for defendants to establish by satisfactory proof that he or she is a class member.

11. Any claim may be challenged by the claims administrator for failure of supporting proof of entitlement to participation or for the reason that such person is not a member of the class. All such challenges shall set forth specifically the basis thereof and shall be served on the person challenged and counsel for the parties. All challenges shall be resolved by the Court.

12. The Settlement Fund shall be distributed as follows:

The sums remaining after the above expenses will be distributed to subclass A class members who submit claim forms within the time periods approved by the Court on a pro-rata basis according to the dollar amount of interest each class

member paid. The precise amount of each claimant's recovery is dependent upon the total amount of the settlement fund, the total claims asserted and proved by all claimants, upon the amount of plaintiffs' counsel's fees and expenses to be awarded by the Court, and upon the cost of administering the settlement.

It is hoped that members of subclass A who file proofs of claim might receive a refund of up to 20% of the interest paid; however, this amount remains uncertain.

13. The settlement administrator will have the authority, subject to court approval, to terminate the administration of the class if it appears that the costs of administration outweigh the expected income from continuing the administration. Any residual funds remaining after the conclusion of the administration of the class will be paid to the Legal Fund for Indigent Persons and/or the North Carolina State Bar pursuant to N.C. Gen. Stat. § 1-267.10.

14. If the proposed settlement is approved by the Court, there will be a dismissal with prejudice of the individual defendants and defendant Logan Financial Network, Inc., and all claims which each member of the class may have against any of the Defendants in connection with or arising out of any of the matters raised in this action, other than contained in this settlement, will be barred.

VII. ATTORNEYS' FEES AND COSTS

At the hearing set for June 28, 2010, the Court will determine whether to approve the proposed settlement and, if it approves the settlement, decide what allowances should be made to plaintiff and class counsel out of the Settlement Fund to compensate them for their services and to reimburse them for out-of-pocket expenses advanced in prosecuting the class action. Class counsel have advised the Court that they have devoted many hundreds of hours of lawyers' time to this litigation over a period of approximately five years during which time they received no compensation. Plaintiffs' counsel have advised the Court that they intend to apply for an award of one-third of the amount of the Settlement Fund for attorneys' fees; \$10,000.00 as an incentive award for plaintiff Nancy Odell; \$5,000.00 each for plaintiffs Lee, Brown, and Thompson; and approximately \$14,700 for reimbursement for out-of-pocket expenses advanced through March, 2010. The Settlement Fund available for distribution to class members whose claims are approved by the Court will also be subject to any allowances made by the Court for claims processing and for the administration and distribution of the Settlement Fund, including expenditures reasonably relating to locating class members whose whereabouts are currently unknown.

VIII. PROOF OF CLAIM MUST BE FILED BY SUBCLASS A

The Court has appointed Frederick L. Berry as Settlement Administrator. In order to be entitled to participate in the proposed Settlement Fund, subclass A members must file the annexed Proof of Claim. A completed and signed Proof of Claim must be mailed by no less than first class mail, **postmarked on or before August 6, 2010**, and addressed to Frederick L. Berry, P.O. Box 2370, Greensboro, NC 27402. A pre-addressed envelope is included for your convenience. All Proofs of Claim will be reviewed for validity by the settlement administrator. Claims which are not timely filed by the above deadline will be disallowed by the Court. Subclass B Members do not file claims.

IX. THE HEARING

Pursuant to order of the Superior Court, a hearing will be held before the Honorable Edwin G. Wilson, Jr., General Court of Justice, Superior Court of Rockingham County in the courtroom located in the Rockingham County Courthouse, 1086 NC Hwy 65, Wentworth, Rockingham County, North Carolina, on June 28, 2010 at 10:00 a.m. for the purposes of (1) determining whether the proposed settlement is fair, reasonable and adequate and whether it should be approved by the Court as a class settlement and the action dismissed on the merits with prejudice; and (2) determining the amount of attorneys' fees and incentive payment to be awarded to plaintiffs and class counsel and the amount of expenses to be reimbursed. The hearing may be adjourned from time to time by the Court at the hearing or at any adjourned session thereof without further notice. The Court has also reserved the right to approve any modifications of the settlement without requiring further notice.

If you do not opt out of the class and you object to the terms of the settlement, you may appear at the hearing and show cause, if any, why the proposed settlement should not be approved and/or present any opposition to the application of plaintiffs' and class counsel for attorneys' fees, incentive payments, and reimbursement of expenses, provided no such person shall be heard, except by permission by the Court for good cause shown, unless the objection or opposition is made in writing and filed with the Court, addressed to the Clerk of Superior Court, Rockingham County Superior Court, 1086 NC Hwy 65, Wentworth, NC 27375-0127 on or before June 21, 2010, together with copies of all other papers and briefs to be submitted by such person to the Court at the hearing. Objections must furnish the name and address of the objector and the reasons for the objection. All such objections and papers must show that copies have been served on Frederick L. Berry, Barron & Berry, LLP, P.O. Box 2370, Greensboro, NC 27402; John F. Bloss, Robertson Medlin & Blocker, 127 N. Greene St., 3rd Floor, Greensboro, NC 27401; Hada V. Haulsee,

Womble Carlyle Sandridge & Rice, One West Fourth Street, Winston-Salem, NC 27101; and Steven M. Russell, Sr., Bell, Davis & Pitt, P.A., P.O. Box 21029, Winston-Salem, NC 27120-1029.

ANY MEMBER OF THE CLASS WHO DOES NOT MAKE OBJECTION IN THE MANNER PROVIDED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE FAIRNESS OR ADEQUACY OF THE PROPOSED SETTLEMENT OR TO THE REQUEST OF PLAINTIFF AND CLASS COUNSEL FOR FEES AND EXPENSES.

X. EXAMINATION OF PAPERS

For a more detailed statement of the matters involved in this case, reference is made to the pleadings and the other papers filed in this action, which may be inspected at the office of the Clerk of Superior Court, Rockingham County Superior Court, 1086 NC Hwy 65, Wentworth, NC 27375-0127 during the hours of each business day and at the settlement web site, www.legalbucksclassaction.com. Other than to request an opportunity to examine these papers, no inquiry should be made to the Clerk of this Court. No inquiries are to be made to the Judge. If you have any questions, please address them in writing to Frederick L. Berry or John F. Bloss, counsel for the named plaintiffs in the class at the address listed in paragraph IX above.

XI. BENEFIT TO THE CLASS

Subclass A - those who have paid interest. This subclass will be entitled to a partial refund of the interest paid. The amount of the refund will be determined by the amount of money paid by the defendants and the amount of payments made into the Settlement Fund which are described above. It is hoped that each member of subclass A who files a claim might receive a refund of up to 20% of the interest paid; however, this amount remains uncertain.

Subclass B - those with current advances. These individuals will not have to pay any interest, only return the amount advanced if their underlying case settles for enough money. However, in any event, class members' obligation to return an advance will be limited to the *lesser* of the amounts advanced or one-half of the net proceeds of the underlying action, after payment of attorney fees and expenses and medical or insurance liens. In addition, while subclass B members will have achieved a substantial benefit from the efforts of the class representatives and their attorneys, they will not have to pay any attorney fees or expenses of the cases or of the administration of the class. Thus, as a result of the class action, members of subclass B will have received interest-free loans from Legal Bucks, LLC and LBFund I, LLC.

In order to address any concern that each subclass is being treated fairly in this settlement relative to each other, class counsel have asked independent and experienced attorneys to examine the settlement from the point of view of each subclass. Paul Coates of Pinto Coates Kyre & Brown, PLLC in Greensboro, North Carolina for subclass A, and Stanley F. Hammer of Wyatt Early Harris & Wheeler, LLP in High Point, North Carolina for subclass B. These attorneys are of the opinion that the settlement is fair and in the best interest of each subclass. Each will attend the hearing on the settlement and inform the Court of their opinions.

XII. OPT OUT PROCEDURE

If you do not wish to remain in the class, you must request in writing to be excluded from the class. You will be excluded from the class only if you mail a written request for exclusion, postmarked on or before June 25, 2010 to the following address:

Clerk of Superior Court
Rockingham County
1086 NC Hwy 65
Wentworth, NC 27375-0127

In your request for exclusion, you should give your name and address and clearly state that you request to be excluded from the class in *Odell v. Legal Bucks, LLC, J. Keith Tart and Lynn D. Tart*; 05 CvS 999, and *Alexander L. Lee, Joe S. Brown, and Mark Thompson v. Legal Bucks, LLC, et al.* 09 CvS 2608. You may, if you choose, use the attached "Opt-Out Form" (Exhibit A attached hereto) and the enclosed envelope for that purpose.

GENERAL INFORMATION

IF THIS NOTICE HAS BEEN FORWARDED TO YOU AT AN ADDRESS OTHER THAN THE ONE SHOWN ON THE ENVELOPE, YOU SHOULD CONTACT PLAINTIFFS' COUNSEL TO UPDATE YOUR ADDRESS AS FOLLOWS:

Frederick L. Berry
Barron & Berry, LLP
P.O. Box 2370
Greensboro, NC 27402
Telephone: (336) 274-4782

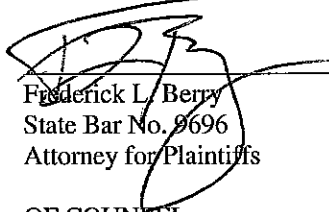
Providing your current address will help ensure that you receive additional notices relating to this litigation.

If you do not request exclusion from the class, you may, if you so desire, enter an appearance through legal counsel of your choice, at your own expense, or appear personally. No such appearance is required in order to be a member of the class. Notice of such appearance must be filed with the Court on or before 48 hours ahead of the final approval hearing.

If you do not exclude yourself from the class in the manner described above, or if you do not arrange for your own counsel to appear in this action in the manner described above, you will be represented by the named plaintiffs and their counsel, as attorneys for the class. Counsel for plaintiffs and the class are Frederick L. Berry, Barron & Berry, LLP, P.O. Box 2370, Greensboro, NC 27402, and John F. Bloss, Robertson Medlin & Blocker, 127 N. Greene St. 3rd Floor, Greensboro, NC 27401.

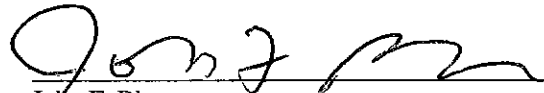
If you remain in the class, you will not have to pay any of the costs of litigation, except, to the extent that any recovery, if any, is obtained on behalf of the class, your share of the recovery will be deducted on a pro rata basis to cover the necessary and reasonable costs of this action, including such counsel fees as may be approved by the Court. If there is a recovery, you may be required to establish your membership in the class in such manner as the Court may direct.

This the 22 day of April, 2010.


Frederick L. Berry
State Bar No. 9696
Attorney for Plaintiffs

OF COUNSEL:

BARRON & BERRY, L.L.P.
301 South Greene St., Suite 310
Post Office Box 2370
Greensboro, NC 27402
Telephone: (336) 274-4782
Facsimile: (336) 379-8592


John F. Bloss
N.C. State Bar No. 23947
Attorney for Plaintiffs

OF COUNSEL:

ROBERTSON MEDLIN & BLOSS
127 N. Greene St. 3rd Floor
Greensboro, NC 27401
Telephone: (336) 378-9881
Facsimile: (336) 378-9886

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05 CvS 999

SUBCLASS A PROOF OF CLAIM

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MARK THOMPSON,

Plaintiffs,

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LOGAN FINANCIAL NETWORK, INC., J.
KEITH TART, LYNN D. TART, PHILIP L.
SMITH, and VIRGINIA SMITH,

Defendants.

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I hereby certify that I obtained an advance of money from Legal Bucks, LLC or LBFund I, LLC
between June 15, 2001 and December 30, 2008 and that I repaid all the money I received plus interest.

I hereby request payment of any sums I am entitled to receive pursuant to the class action
settlement in this case.

Signature

Printed full name: _____

Current mailing address: _____

Telephone number: _____

Email address: _____

Please return completed, signed form, **postmarked no later than AUGUST 6, 2010 to:**
Settlement Administrator
Frederick L. Berry
Barron & Berry, LLP
P.O. Box 2370
Greensboro, NC 27402
(336) 274-4782

If you cannot print this form, contact the Settlement Administrator and one will be mailed to you.

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SMITH, and VIRGINIA SMITH,

Defendants.

OPT OUT FORM

09 CvS 2608

I hereby decline to be a member of the class action in this case. I opt out. I am aware that by doing so I cannot participate in the settlement of the class action. I understand the settlement will not apply to me or affect any rights I have against Legal Bucks, LLC, or LBFund I, LLC, or affect any rights which they may have against me.

Signature

Printed full name: _____

Current mailing address: _____

Telephone number: _____

Email address: _____

To be effective, this form must be mailed **NO LATER THAN JUNE 25, 2010** to:

Clerk of Superior Court
Rockingham County
1086 NC Hwy 65
Wentworth, NC 27375-0127

If you cannot print this form, contact the Settlement Administrator and one will be mailed to you.