

FILED

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF WAKE

2016 APR 25 P 2:17

SUPERIOR COURT DIVISION

FILE NO: _____

WAKE COUNTY, C.S.C.

BY CK)
STATE OF NORTH CAROLINA,)
ex rel. Roy Cooper, Attorney General,)

Plaintiff,)

v.)

LIQUIDATION, LLC;)
LOAN SERVICING SOLUTION, LLC;)
SERVICING COMPANY DE, LLC;)
WILLIAM WALTER MCKIBBIN, III;)
KEVIN LEE CRONIN;)
MARK EDWARD WEINER; and)
BOBBY JOE MCKIBBIN; individually)
and collectively d/b/a AUTOLOANS, LLC;)
CAR LOAN, LLC; and SOVEREIGN)
LENDING SOLUTIONS, LLC; and)
Other unnamed individuals and entities;)

Defendants;)

And)

NORTH CAROLINA DIVISION OF)
MOTOR VEHICLES;)

Nominal Defendant only, named)
solely for purposes of injunctive)
relief.)

**AFFIDAVITS IN SUPPORT OF PLAINTIFF'S MOTION FOR A TEMPORARY
RESTRAINING ORDER AND A PRELIMINARY INJUNCTION**

Plaintiff, State of North Carolina, *ex rel.* Roy Cooper, Attorney General, hereby submits the following attached affidavits in support of Plaintiff's *Complaint* and *Plaintiff's Motion for a Temporary Restraining Order and A Preliminary Injunction*, filed on April 25, 2016:

Exhibit 1 – Affidavit of Michael Adams

Exhibit 2 – Affidavit of Tracey Childs

Exhibit 3 – Affidavit of Derron C. Lee

Exhibit 4 – Affidavit of Ponecha Mitchell

Exhibit 5 – Affidavit of David C. Evers

Exhibit 6 – Affidavit of Jennifer L. Sugar

Exhibit 7 – Affidavit of M. Lynne Weaver

This the 25th day of April, 2016.

ROY COOPER
NORTH CAROLINA ATTORNEY GENERAL

By: 
M. Lynne Weaver
North Carolina Bar No. 19397
Special Deputy Attorney General
Consumer Protection Division
Post Office Box 629
Raleigh, North Carolina 27602
Telephone: (919) 716-0000
Facsimile: (919) 716-6050
E-mail: lweaver@ncdoj.gov



STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF MICHAEL ADAMS

Michael Adams, being first duly sworn, states as follows:

1. I am a resident of Garner, North Carolina.
2. In early 2014 my family and I experienced hardship that led me to look into available financial options. My wife and I invited my in-laws to live with us after my mother-in-law suffered a stroke and my father-in-law was diagnosed with stage four cancer. As my wife and I have children of our own and my in-laws were acting as care-providers for my niece, our home could not accommodate all of the people now living with us, and we had to move. Additionally, my wife's only brother passed away during this same period of time.
3. As my family found ourselves struggling financially during this course of hardship, I searched the internet to find a way that I could acquire the money we needed. During my search, I found the company Sovereign Lending Solutions and ultimately filled out an online application for a loan from the company. At some point during the process of securing my loan, I began receiving e-mails regarding my account from Sovereign Lending Solutions under the name "Title Loan America."
4. In or around February or March of 2014, Sovereign Lending Solutions ("Sovereign") issued me a loan of \$1,250.00, with my 2003 Acura MDX car serving as collateral. Sovereign requested that I take pictures of my car and e-mail them the pictures. In addition, Sovereign requested that I mail them my car title, and then install a GPS on my car in order to get the loan. Sovereign promised to send me a copy of my loan documents, but I never

received my loan documents. The only information I received from Sovereign was an "Affidavit of Fact" to attest that the charges to my debit card on February 27, 2014 in the amount of \$2,440.52 were valid. I did not sign the "Affidavit of Fact" or return the document to Sovereign. A copy of the "Affidavit of Fact" and some e-mails I received from Sovereign and Auto Loans are attached as **Attachment A**.

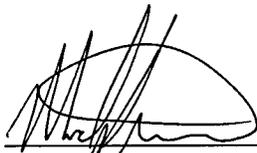
5. During the time I had the loan, Sovereign changed its name to Auto Loans, LLC ("Auto Loans"), so I began making payments to Auto Loans. Auto Loans gave me two addresses for the company: one address was in the Cook Islands, and the other was in Boca Raton, Florida. The telephone number Auto Loans used was 855-566-7226. All of my contact with Sovereign/Auto Loans was by phone and e-mail, although one of their representatives told me that they had an office in North Carolina.

6. As of January or February 2015, I had paid \$4295.41 on my loan of \$1250.00. I was having a hard time making my payments. Auto Loans told me that even though I had already paid them almost \$4300.00, I still owed \$4429.00 on the loan. I couldn't understand how I owed that much money after already paying over \$4000.00 on the loan, and I felt like I had been cheated. Because I didn't want to lose my car, though, I asked Auto Loans to extend the due date of my payment, and they agreed.

7. However, in or about February 2015, Auto Loans repossessed my car, saying that my payment was late – even though I thought I had successfully obtained an extension of the due date, and I didn't realize that they were expecting payment. After my car was repossessed, I stopped making payments because I could not afford to pay the large fee that was required for me to regain possession of my car.

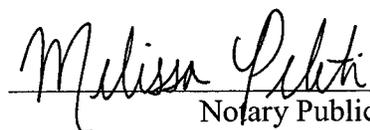
8. After my car was repossessed, I hired an attorney to file a lawsuit against Sovereign, Auto Loans, and other named parties. The lawsuit was filed in Wake County Superior Court in May 2015. Despite having filed a lawsuit to regain possession of my car, my car was sold by an auction house in July 2015. As a result of my car being sold, my attorney was able to reach a settlement with the auction house in the amount of \$3,000.

9. In summary, I borrowed \$1,250.00 from Sovereign and paid almost \$4,300.00 to Sovereign and Auto Loans, and was told that I still owed over \$4,400.00. If I had realized how expensive the loan was, and known that Auto Loans would not work with me on my payments and repossess as soon as a payment was late, I would never have taken out the loan.


Michael Adams
3/4/2016
Date

Sworn to and subscribed before me

This the 4th day of March


Notary Public

My Commission Expires: 10/26/2019



AFFIDAVIT OF FACT

Michael Adams
100 Owensby Drive
Garner, NC 27529

Sovereign Lending Solutions
P.O. Box 477
Boca Raton, FL 33429

To Whom It May Concern:

I, **Michael Adams DL# [27829952]**, do attest that the charges to my debit card ending **4974** on **2/27/2014** in the amount of **\$2,440.52** are valid. Payment is toward repayment of pawn agreement **[3116816]** with **Sovereign Lending Solutions, LLC, P.O. Box 477, Boca Raton, FL 33429** against my **2003 Acura MDX Touring 4D SUV; [2HNYD18913H511873]**.

I declare that, to the best of my knowledge and belief, the information herein is truth, correct and complete.

STATE OF _____, COUNTY OF _____, SS:

Notary Public

Title (and Rank)

My commission expires: _____

EXHIBIT

tabbles

A

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:26 PM
To: Evers, David
Subject: Fwd: PayNearMe PaySlip for Sovereign Lending

Michael

Begin forwarded message:

From: Michael Adams <madams_cm@bellsouth.net>
Date: June 22, 2015 at 9:46:11 PM EDT
To: "Joseph Z. Frost" <jfrost@stubbsperdue.com>
Subject: Fwd: PayNearMe PaySlip for Sovereign Lending

Begin forwarded message:

From: noreply@paynearme.com
Subject: PayNearMe PaySlip for Sovereign Lending
Date: September 11, 2013 at 4:00:10 PM EDT
To: madams_cm@bellsouth.net

PayNearMe PaySlip for Sovereign Lending

Michael Adams,

To pay Sovereign Lending with cash at 7-Eleven or Ace Cash Express, click the following link to get your PaySlip. Print the PaySlip or send it to your Android or Apple smartphone. It is that simple!

PaySlip:
<http://pynr.me/LhPsipg>

At 7-Eleven or Ace Cash Express, take your PaySlip and cash to the counter. Tell them how much you want to pay, and let them scan the PaySlip. They will accept your cash payment and notify Sovereign Lending of your payment. The PaySlip is reusable, and can be retrieved at any time by clicking the link above.

Thank you,

PayNearMe Team

PayNearMe lets you pay for online purchases — or almost anything — with cash at a local store.

This email was sent by PayNearMe • 292 Gibraltar Dr. Suite 104 • Sunnyvale, CA 94089.
Contact Customer Support for further information.

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:24 PM
To: Evers, David
Subject: Fwd: Account Alert: Payment Received

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: October 1, 2013 at 1:52:01 PM EDT
To: Sovereign Lending Solutions <customerservice@titleloanamerica.com>
Subject: Re: Account Alert: Payment Received

I have received this email 3 times, I hope that my payment has not been processed this many times.

On Oct 1, 2013, at 10:45 AM, Sovereign Lending Solutions <customerservice@titleloanamerica.com> wrote:



Michael Adams,

Thank you for your payment.

Your Account Number:3116816

Your eCheck in the amount of \$377.64 has been received and in process.

The payment id for your records is 1133

If you have any questions about your account please contact us at (855) 221-3282.

Sovereign Lending Solutions

<https://www.titleloanamerica.com>

customerservice@titleloanamerica.com

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:24 PM
To: Evers, David
Subject: Fwd: Email

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: October 2, 2013 at 1:28:32 PM EDT
To: Danny <danny@titleloanamerica.com>
Subject: Re: Email

There should only be one sir, please refund me the other.

On Oct 2, 2013, at 1:08 PM, "Danny" <danny@titleloanamerica.com> wrote:

Mr. Adams
I'm showing you [posted 2 payments on line . Please advise

*Dan Freglette
Collections Manager
Sovereign Lending Solutions LLC
PH # 855-221-3282 Ext. 7014
Fax # 877-471-7921*

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:24 PM
To: Evers, David
Subject: Fwd: Account Alert: Your Account is Past Due

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: October 16, 2013 at 10:47:21 AM EDT
To: Sovereign Lending Solutions <customerservice@titleloanamerica.com>
Subject: **Re: Account Alert: Your Account is Past Due**

We will be making a payment on next Friday 9/25 to bring our account current. Thank you.
Michael

On Oct 13, 2013, at 1:52 PM, Sovereign Lending Solutions
<customerservice@titleloanamerica.com> wrote:

Dear Michael Adams,

Your account number 3116816 is **5 days past due and your payment in the amount of 332.64 is due immediately**. Please make arrangements to make this payment as soon as possible to avoid further action on your account. You can make your payment online at [Click Here](#) or contact us at (855) 221-3282. Please resolve this immediately.

If you've already taken care of this, please disregard this email and thank you for your payment.

Sincerely,

Sovereign Lending Solutions

Customer Service

EVERS

customerservice@titleloanamerica.com

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:25 PM
To: Evers, David
Subject: Fwd: Re:

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: October 26, 2013 at 9:57:58 PM EDT
To: Sovereign Lending Solutions <customerservice@titleloanamerica.com>
Subject: Re:

We have been dealing with my father in law who has 4th stage cancer and lives with us back and forth to hospital. We will be making payment within the next few days. Thank you for understanding!

M. Adams

On Oct 22, 2013, at 12:26 AM, Sovereign Lending Solutions <customerservice@titleloanamerica.com> wrote:

Dear Michael Adams,

Your account number 3116816 is **14 days past due and your payment in the amount of 332.64 is due immediately.** Please make arrangements to make this payment as soon as possible to avoid further action on your account. You can make your payment online at [Click Here](#) or contact us at (855) 221-3282. Please resolve this immediately.

If you've already taken care of this, please disregard this email and thank you for your payment.

Sincerely,

Sovereign Lending Solutions

EVERS

Customer Service

customerservice@titleloanamerica.com

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:25 PM
To: Evers, David
Subject: Fwd: Account Alert: Payment Reminder

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: December 4, 2013 at 11:31:47 AM EST
To: Sovereign Lending Solutions <customerservice@titleloanamerica.com>
Subject: Re: Account Alert: Payment Reminder

As germane to our conversation last month, our payment should not draft our account until 12/20 or 12/22. Thank you
The Adams

On Dec 4, 2013, at 12:28 AM, Sovereign Lending Solutions <customerservice@titleloanamerica.com> wrote:

Dear Michael Adams,

You have an upcoming payment due on 12/07/2013 in the amount of \$240.12 for your account number 3116816. Please make arrangements to make this payment if you have not already done so. You can make your payment online at [Click Here](#) or contact us at (855) 221-3282.

Thank you,

Sovereign Lending Solutions

Customer Service

customerservice@titleloanamerica.com

EVERS

Evers, David

From: Michael Adams <madams_cm@bellsouth.net>
Sent: Monday, January 25, 2016 2:26 PM
To: Evers, David
Subject: Fwd: TITLE LOAN

Michael

Begin forwarded message:

From: Bellsouth <madams_cm@bellsouth.net>
Date: February 27, 2014 at 12:49:31 PM EST
To: Mark <customerservice@titleloanamerica.com>
Cc: "<avian@hostedemailaccounts.com>" <avian@hostedemailaccounts.com>
Subject: Re: TITLE LOAN

A carrier shipping label has been generated for the shipment to SOVEREIGN LENDING SOLUTIONS and is at THE UPS STORE #4378 awaiting carrier pickup.

It will be picked up from THE UPS STORE #4378 by UPS on Thursday, February 27, 2014.

=====
SHIPMENT INFORMATION
=====

SENDER

MICHAEL ADAMS

--

(Sender's street address omitted intentionally from this email)
Garner, NC 27529

RECIPIENT

SOVEREIGN LENDING SOLUTIONS

--

(Recipient's street address omitted intentionally from this email)
BOCA RATON, FL 33432-3932 US

SHIPPED THROUGH

THE UPS STORE #4378
(919) 662-5542

MESSAGE FROM SENDER

--

CARRIER & SERVICE

UPS Ground

EVERS

TRACKING & REFERENCE

Carrier Trk: 1ZR5645V0376314860
Shipment ID: MMYOW31N66R09
Ship Ref 1: EAP
Ship Ref 2: 4378

SHIP DATE

Thursday, February 27, 2014

EXPECTED DELIVERY DATE

Monday, March 3, 2014 End of Day

=====

TRACKING INFORMATION

=====

To get complete tracking information, click the following link:

<https://iship.com/trackit/track.aspx?t=1&Track=MMYOW31N66R09&src=e>

NOTE: Tracking information may not be available until several hours after the carrier picks up the packages. Carriers normally pick up in the late afternoon.

=====

QUESTIONS OR CONCERNS ABOUT THIS SHIPMENT?

=====

If you have questions regarding this shipment, contact the facility listed in the SHIPPED THROUGH section above.

=====

DO NOT REPLY DIRECTLY TO THIS E-MAIL

=====

Questions or Comments:<mailto:customerrelations@upsstore.com> Technical Support:<mailto:customerrelations@upsstore.com>

On-Line manifesting and tracking technologies powered by iShip(r).
Shipping Insight.(r)

Thursday, February 27, 2014 07:17 AM Pacific Standard Time

On Feb 27, 2014, at 12:47 PM, "Mark" <customerservice@titleloanamerica.com> wrote:

Mr. Adams,

Thank you for doing your Payoff today using your Debit Card. Here is the mailing address for the GPS return:

EVERS

Sovereign Lending Solution
433 Plaza Real
Suite 275
Boca Raton, FL 33432

Upon receipt, we will send you back the title to the address we have on file. Please let us know if you would like the title sent to a different address.

Thank you.

Customer Service
Sovereign Lending Solutions

EVERS

Evers, David

From: Michael Adams <mjadams25@gmail.com>
Sent: Monday, January 25, 2016 2:26 PM
To: Evers, David
Subject: Fwd: Delivery Notification

Michael

Begin forwarded message:

From: <iShip_Services@iship.com>
Date: March 3, 2014 at 1:40:44 PM EST
To: <MJADAMS25@GMAIL.COM>
Subject: Delivery Notification

The shipment to SOVEREIGN LENDING SOLUTIONS has been delivered.

SHIPMENT SUMMARY

SENDER

MICHAEL ADAMS

(Sender's street address omitted intentionally from this email)
Garner, NC 27529

RECIPIENT

SOVEREIGN LENDING SOLUTIONS

(Recipient's street address omitted intentionally from this email)
BOCA RATON, FL 33432-3932 US

SHIPPED THROUGH

THE UPS STORE #4378
919-662-5542

CARRIER & SERVICE

UPS Ground

SHIPMENT TRACKING & REFERENCE

Tracking No.: 1ZR5645V0376314860
Shipment ID: MMY0W31N66R09
Order / Item #:
Reference #:

EVERS

SHIP DATE

Thursday, February 27, 2014

DELIVERY DATE

Mon 03 Mar 2014 11:43 AM

TRACKING INFORMATION

To get complete tracking information, click the following link:

<https://iship.com/trackit/track.aspx?t=1&Track=MMY0W31N66R09&src=e>

QUESTIONS OR CONCERNS ABOUT THIS SHIPMENT?

If you have questions regarding this shipment, have the carrier tracking number ready and then contact UPS directly:

1-800-PICK-UPS (1-800-742-5877)

Or contact the facility listed in the SHIPPED THROUGH section above.

DO NOT REPLY DIRECTLY TO THIS E-MAIL

Questions or Comments: <mailto:customerrelations@upsstore.com> Technical Support: <mailto:customerrelations@upsstore.com>

The UPS Store

On-Line manifesting and tracking technologies powered by iShip(r).
Shipping Insight.(r)

Monday, March 3, 2014 10:40 AM Pacific Standard Time



STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

AFFIDAVIT OF TRACEY CHILDS

Tracey Childs, being first duly sworn, states as follows:

1. I am a resident of Greensboro, North Carolina.
2. In 2013, my husband and I began to suffer financial hardship. My husband has a rare nerve disease, and in May of 2013, he had the opportunity to take part in a stem cell transplant study at Northwestern Hospital in Chicago that, if successful, could possibly help him overcome some of the difficulties presented by his disease. However, to get the transplant, my husband was required to make a \$25,000 co-pay that my husband and I did not have the resources to pay. Due to his disease, my husband cannot work, so we live off a fixed income consisting of his social security disability insurance and the money I make working part-time. Fortunately, our friends and family were generous enough to contribute money towards my husband's transplant. In light of this generosity, however, when we began struggling to pay our mortgage after the transplant, we decided that we needed to come up with a solution on our own. We had seen commercials on television for title loans and all of the commercials said the process was easy. Out of financial desperation we finally made the decision to seek out a lender. One of the companies we had seen commercials for was Title Loan America, so my husband called the company in order to begin the process of applying for a loan.
3. On July 16, 2013, Title Loan America emailed my husband using the email address of applications@tlacash.com. The email stated that the company could help my husband get a title loan of up to \$2,220.00, using our 2004 Saturn car as collateral. The email assured my

husband that the company did not require a credit check, and for more information on this funding, my husband was told to call (888) 308-0433. The email Title Loan America sent to my husband is attached as **Attachment A**.

4. On July 17, 2013, I received an email from "Kala R.," which said that she was an underwriter with Title Loan America. Kala wrote from the email address of info@titleloanamerica.com. Kala's email informed me that the agent processing my title loan would send me an email attaching legal documents. Kala's email directed me to sign the forthcoming documents and mail them to the company via Fed Ex. After I mailed the documents, I was told to contact the company and provide a mailing address at which the company could send me a GPS. The second step contained instructions on how to set-up the GPS that would be sent to me, and I was told to call the company's funding department once it was installed. The final step was to tell the company how I wished to receive my funding. I could either ask for the loan money to be transferred via ACH or for a wire transfer. The email that Kala R. sent to me is attached as **Attachment B**.

5. On or about July 23, 2013, we received a loan in the amount of \$1300.00. The funds were received by ACH direct deposit to our bank account. On that date, I received an email from "Sovereign Lending Solutions," at the email address of ustomerservice@titleloanamerica.com. The email thanked me "for choosing Sovereign Lending Solutions, also known as Title Loan America." The company told me that my title loan was funded and sent me information regarding my account. In addition, I was told that a payment of \$257.40 was due on my account by August 18, 2013. A copy of the email that Sovereign Lending Solutions sent to me is attached as **Attachment C**.

6. Because we were having trouble making our payments which we had previously made each month on the company's Internet website, we contacted the company and asked for an extension to make our payments. On November 12, 2013, I received an email from "Dan," a collections repossessions manager with Sovereign Lending Solutions. Dan emailed me from the email address of danny@titleloanamerica.com. Attached to Dan's email was a due date change form. The forms said that the due date change for our payments was a one-time offer by the company. The form that was attached to Dan's email instructed that we mail the form to Sovereign Lending Solutions, LLC at the mailing address of P.O. Box 477, Boca Raton, FL 33429. The email Dan sent to me and the attached 'Payment Due Date Change Request Form' are attached as **Attachment D**.

7. It was our understanding that we would owe payments on our loan for one year, and then our loan would be paid off. During what I believed was the last month that I would be sending payment to Sovereign Lending Solutions for our loan, the company notified me that I owed a final balloon payment of \$1,600.00, which was a complete surprise to us. When I called the company to discuss this unexpected payment, I negotiated a due payment of \$300 instead of \$1,600.00. It was my understanding that this \$300 payment was the total amount I was obligated to pay at that time, and I understood that I would be responsible for paying more the next month. I asked the company to send me documentation regarding the details of this arrangement and also a copy of the original loan documents I had signed. The company did not send me any documentation, nor did I ever receive a copy of my loan contract.

8. During the week of October 6, 2014, however, my husband and I received an email from Sovereign Lending Solutions stating that we now owed the company \$1,700.00. This email was sent approximately a week after my previous phone call to the company. The

morning after we received this email, our Saturn car was repossessed while I was taking my daughter to school. Sovereign Lending Solutions sent me no information about the repossession or details on how to receive my car. Eventually, I was told by Sovereign Lending Solutions that I would need to pay \$900 to Home Detection, the tow company that took my car, in order to regain possession of my vehicle. Moreover, I was told that we needed to pay this money within ten days or our car would be sold at auction. As we were not financially able to do so, we lost our car, and to this day, I still do not know where it is.

9. When my husband and I contacted Sovereign Lending Solutions in order to take out a loan, I thought I was doing what was necessary for my family. Now, I believe we were taken advantage of by a company that was set up in order to rip people off. Overall, my husband and I paid the company \$3,388.00, which is over \$2,000.00 more than the \$1,300.00 loan we received. If we had understood how the loan worked and that our loan had a balloon payment, we would never have taken out the loan, as it was far more expensive than we thought it was.

Tracy Childs 2/12/16
Tracy Childs Date

Sworn to and subscribed before me

This the 12TH day of FEBRUARY 2016

[Signature]
Notary Public

My Commission Expires: 02/12/2020



EVERS

Evers, David

From: Tracey Childs <tracey616@gmail.com>
Sent: Monday, November 17, 2014 9:50 AM
To: Evers, David
Cc: Luke Farley
Subject: Fwd: Title Loan Introduction Email - Please Read!

Last one for now... FYI

Sent from my iPhone

Begin forwarded message:

From: Michael Childs <mchilds34@gmail.com>
Date: November 17, 2014 at 9:44:55 AM EST
To: Tracey Childs <tracey616@gmail.com>
Subject: Fwd: Title Loan Introduction Email - Please Read!

Michael Childs
4601 Battle Forest Lane
Greensboro, NC 27455
mchilds34@gmail.com

To learn more about Michael's story
Email:
stemcell4michael@gmail.com

To Donate to Michael's Stem Cell Fund visit:
Gofundme.com/stemcell4michael

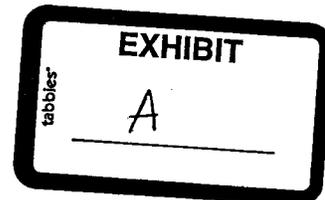
Begin forwarded message:

From: "Info" <info@titleloanamerica.com>
Date: July 17, 2013 at 9:22:08 AM EDT
To: <mchilds34@gmail.com>
Subject: Title Loan Introduction Email - Please Read!

Dear Ms. Childs,

You will receive an email containing legal documents coming from the agent (underwriter) processing your loan.

1st Step



- Print and sign the attached documents in the email (**keep in mind some documents might require notarization**).
- Drop off the documents (**legal documents, title and others**) at your nearest FedEx location using the prepaid overnight label. (**Keep in mind if there is a lien on your title you have to send the original lien release letter or copy as well**)
- You **should not sign the front or the back of the title**, unless you advised to do so in the next email.

Once you drop off the documents, please contact us with a mailing address for the GPS shipment (if you have not done so). The cut-off time to overnight you the GPS is 6:15 PM EST.

2nd Step

- Once your package is delivered, the documents will go through a verification process
- Once you receive the GPS you need to install it. You will hear a beeping sound, drive the car for about 10-15 minutes then call the funding department to verify the signal.

Final Step: Getting Funded

Please be sure to indicate how you would like to be funded. The standard funding method is an ACH – which is a free overnight transaction- the funds will be available the next morning in your bank account. However, if the funding is done on Friday night, funds will be accessible to you on Monday around 10 AM-12 PM EST; and during the Holidays, funds will reach your account the next business day. Please be sure to contact your bank first if funds are not available to you, and then contact the funding department.

The other funding option is a **wire transfer** for \$60.00; you will have the funds the same day. There will be an email requesting the verification of your bank account information to process the wire. The termination of the wire transfer is 2:15 PM EST. Please allow 3-4 hours for the transaction to be processed. Remember to contact your bank if funds are not available to you, then you can call the funding department around 4:00 PM EST.

***** Refer to the agent processing your loan to get in touch with the funding department.**

EVERS

Evers, David

From: Tracey Childs <tracey616@gmail.com>
Sent: Monday, November 17, 2014 9:46 AM
To: Evers, David
Cc: Luke Farley
Subject: Fwd: Michael - you can get up to 2,220 on your 2004 Saturn

FYI...

Sent from my iPhone

Begin forwarded message:

From: Michael Childs <mchilds34@gmail.com>
Date: November 17, 2014 at 9:43:52 AM EST
To: Tracey Childs <tracey616@gmail.com>
Subject: Fwd: Michael - you can get up to 2,220 on your 2004 Saturn

Michael Childs
4601 Battle Forest Lane
Greensboro, NC 27455
mchilds34@gmail.com

To learn more about Michael's story
Email:
stemcell4michael@gmail.com

To Donate to Michael's Stem Cell Fund visit:
Gofundme.com/stemcell4michael

Begin forwarded message:

From: Title Loan America <applications@tlacash.com>
Date: July 16, 2013 at 4:42:03 PM EDT
To: Mchilds34@gmail.com
Subject: Michael - you can get up to 2,220 on your 2004 Saturn

Hi Michael,

We can help u get up to \$2,220 on your 2004Saturn and we have no credit check.

EVERS

Call us now to get more info (888) 308-0433.

EVERS

Evers, David

From: Tracey Childs <tracey616@gmail.com>
Sent: Monday, November 17, 2014 9:44 AM
To: Evers, David
Cc: Luke Farley
Subject: Tracey Childs - Title Loan Introduction

Gentlemen,

I have been going through my emails and I came across this. They were even called Title Loan America. I will be forwarding some more.

Thanks,

Tracey

Sent from my iPhone

Begin forwarded message:

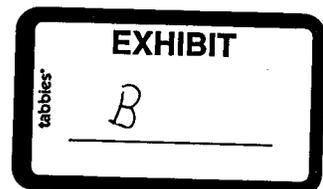
From: Michael Childs <mchilds34@gmail.com>
Date: July 17, 2013 at 6:14:11 PM EDT
To: Childs Tracey <tracey616@gmail.com>
Subject: Fwd: Title Loan Introduction

Thank you,

Michael A. Childs
mchilds34@gmail.com
336 [REDACTED]

Begin forwarded message:

From: "Kala" <info@titleloanamerica.com>
Date: July 17, 2013, 5:42:40 PM EDT
To: <mchilds34@gmail.com>
Subject: Title Loan Introduction



Hello Mrs. Childs,

You will receive an email containing legal documents coming from the agent (underwriter) processing your loan.

1st Step

- Print and sign the attached documents in the email (keep in mind some documents might require notarization)
- Drop off the documents (legal documents, title and others) at your nearest FedEx location using the prepaid overnight label. (Keep in mind if there is a lien on your title you have to send the original lien release letter or copy as well)
- You should not sign the front or the back of the title, unless you advised to do so in the next email.

Once you drop off the documents, please contact us with a mailing address for the GPS shipment (if you have not done so). The cut-off time to overnight you the GPS is 6:15 PM EST.

2nd Step

- Once your package is delivered, the documents will go through a verification process
- Once you receive the GPS you need to install it. You will hear a beeping sound, drive the car for about 10-15 minutes then call the funding department to verify the signal.

Final Step: Getting Funded

Please be sure to indicate how you would like to be funded. The standard funding method is an ACH – which is a free overnight transaction- the funds will be available the next morning in your bank account. However, if the funding is done on Friday night, funds will be accessible to you on Monday around 10 AM-12 PM EST; and during the Holidays, funds will reach your account the next business day. Please be sure to contact your bank first if funds are not available to you, and then contact the funding department.

The other funding option is a wire transfer for \$60.00; you will have the funds the same day. There will be an email requesting the verification of your bank account information to process the wire. The termination of the wire transfer is 2:15 PM EST. Please allow 3-4 hours for the transaction to be processed. Remember to contact your bank if funds are not available to you, then you can call the funding department around 4:00 PM EST.

*** Refer to the agent processing your loan to get in touch with the funding department.

EVERS

Kala R.

Underwriter

Office (888)277-4818

Fax (877)471-7921

Description: cid:image001.jpg@01CDF8AD.90386CA0 <<https://www1.titleloanamerica.com/>>

EVERS

Evers, David

From: Tracey Childs <tracey616@gmail.com>
Sent: Monday, November 17, 2014 9:48 AM
To: Evers, David
Cc: Luke Farley
Subject: Fwd: Welcome to Sovereign Lending Solutions!

FYI

Sent from my iPhone

Begin forwarded message:

From: Michael Childs <mchilds34@gmail.com>
Date: November 17, 2014 at 9:46:07 AM EST
To: Tracey Childs <tracey616@gmail.com>
Subject: Fwd: Welcome to Sovereign Lending Solutions!

Michael Childs
4601 Battle Forest Lane
Greensboro, NC 27455
mchilds34@gmail.com

To learn more about Michael's story
Email:
stemcell4michael@gmail.com

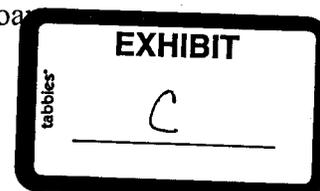
To Donate to Michael's Stem Cell Fund visit:
Gofundme.com/stemcell4michael

Begin forwarded message:

From: Sovereign Lending Solutions <customerservice@titleloanamerica.com>
Date: July 23, 2013 at 2:40:15 AM EDT
To: mchilds34@gmail.com
Subject: Welcome to Sovereign Lending Solutions!

Dear Tracey Childs,

Thank you for choosing Sovereign Lending Solutions, also known as, Title Loan America. Your new loan has recently been funded and for your convenience we've listed some of your key loan account information:



1. Account Number: 3116161

2. Next Payment Due Date: 08/18/2013

Note: Your payment is due on this date; your loan does not have a grace period. Your payment due date is every 30 days.

3. Next Payment Amount: 257.40

4. Payment Frequency: Custom

In addition, you have been setup for online access to your account and can now login with your email and password at

[Click Here](#) to make payments, review payment history and view your loan account information.

Username: mchilds34@gmail.com Password: 445L489X

Please remember the GPS unit must remain hooked up at all times or the loan will immediately go into default.

For any questions or to make payments you may contact us at (855) 221-3282 or customerservice@titleloanamerica.com. Our regular business hours are Monday to Friday from 8:00 am to 8:00 pm EST and on Saturday from 8:00 am to 1:00 pm EST.

Thanks,
Sovereign Lending Solutions
Customer Service
customerservice@titleloanamerica.com

EVERS

Evers, David

From: Tracey Childs <tracey616@gmail.com>
Sent: Monday, November 17, 2014 9:49 AM
To: Evers, David
Cc: Luke Farley
Subject: Fwd: Due date Change
Attachments: image002.jpg; ATT00001.htm; DUE DATE CHANGE REQUEST FORM.docx; ATT00002.htm

Fyi

Sent from my iPhone

Begin forwarded message:

From: Michael Childs <mchilds34@gmail.com>
Date: November 17, 2014 at 9:46:27 AM EST
To: Tracey Childs <tracey616@gmail.com>
Subject: Fwd: Due date Change

Michael Childs
4601 Battle Forest Lane
Greensboro, NC 27455
mchilds34@gmail.com

To learn more about Michael's story
Email:
stemcell4michael@gmail.com

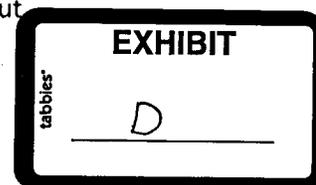
To Donate to Michael's Stem Cell Fund visit:
Gofundme.com/stemcell4michael

Begin forwarded message:

From: <danny@titleloanamerica.com>
Date: November 12, 2013 at 1:52:55 PM EST
To: <mchilds34@gmail.com>
Subject: Due date Change

Good afternoon Ms. Childs,

Please find attached your due date change form. The form attached must be filled out completely and return to our office as soon as possible. Address and fax number



EVERS

provided on the bottom of change request. Please note the due date change is a onetime offer for the duration of your loan, and could cause an increase in your monthly interest payments. Contact our office with any questions.

Thank you,

*Dan
Collections Repossessions Manager
Sovereign Lending Solutions LLC
PO Box 477
Boca Raton, FL 33429
Office (855)221-3282 Ext. 7014
Fax (877)471-7921*

PAYMENT DUE DATE CHANGE REQUEST FORM

Please complete the following information:

Today's date: _____ Desired new payment date: _____

Your name: _____

Street: _____

City: _____ State: _____ Zip: _____

Account number: _____

Please note that in order to process your request, the following criteria must be met:

- You have made your first payment on the loan.
- Your requested due date is not more than 15 days from your existing due date.
- This is your first request for a due date change. (One change is allowed during the term of the loan.)
- Your account is current

Signature of loan holder:

Customer Signature

By signing the above, you are authorizing us to change the payment date on your loan. If your payments are made through the Automatic Clearing House (ACH) Program, you agree to the new transfer date. You understand that no other terms agreed upon in your Pawn Agreement or ACH Agreement has been changed.

Once you have signed the request form:

Please mail to Sovereign Lending Solutions, LLC, P.O. Box 477, Boca Raton, FL 33429 or you may fax it to 877-471-7921. If, for any reason, your request is not approved, we will notify you via mail or email.

If you have any questions or we can be of further assistance, please contact the Collections Department, toll-free, at 855-221-3282, Monday through Friday, 8 AM to 9 PM and Saturday, 9 AM to 1 PM, Eastern Time.



STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AFFIDAVIT OF DERRON C. LEE

Derron C. Lee, being first duly sworn, states as follows:

1. I am a resident of Clayton, North Carolina.
2. I am a mechanic; and I served in the Army from 2003 to 2009 at Fort Stewart, Georgia, and was deployed to Iraq. I was honorably discharged in 2010.
3. In May of 2015, I was in a financial bind because I had had to have surgery and was out of work for a period of time. I looked on-line to see if there was a way to get a car title loan to tide me over for a short period until I could get caught up. An on-line link directed me to Auto Loans. I received an e-mail from sales@autoloans-llc.com, which said that Auto Loans could loan me \$1450.00 to be secured by my car, which is a 2003 Jeep Grand Cherokee. I understood that my payments would be a little over \$300.00 per month, but I figured I would make the payments for five or six months and then pay the loan off as soon as I could. I needed the loan, so I went ahead and told Auto Loans that I would agree to it. On or about June 16, 2015, Auto Loans then e-mailed me a link, instructing me to click on the link to electronically sign for the loan. A copy of Auto Loan's e-mail of June 16, 2015 is attached as **Attachment A**.
4. As best as I remember, Auto Loans' e-mail did not have a copy of the loan agreement, and I did not receive a copy of the loan agreement before agreeing to the loan. After I agreed to take the loan, on the same day, Auto Loans e-mailed me some documents, instructing me to sign them and return them to Auto Loans. The documents Auto Loans instructed to sign included: (a) a "Power of Attorney" form issued by the State of Florida Department of Highway Safety and Motor Vehicles, appointing Auto Loans to be my "attorney-in-fact" in applying for a

certificate of title; and (b) a "Lien Recording Application" form of the North Carolina Department of Motor Vehicles, showing Auto Loans had a first lien on my car. With these documents, Auto Loans e-mailed me a Fed Ex label for sending the documents overnight to Auto Loans, which identified Auto Loans' address as 1701 S. Federal Hwy, Boca Raton, FL 33432. A copy of Auto Loan's e-mail to me, together with copies of the Power of Attorney, Lien Recording Application, and Fed Ex label that Auto Loans sent to me are attached as **Attachment B**.

5. I signed the documents as Auto Loans instructed, and Auto Loans then sent me a GPS tracker by Fed Ex, and instructed me to install the tracker on my car. After I installed the tracker, Auto Loans deposited \$1450.00 in my bank account.

6. I made three payments on the loan, including a payment of \$306.90 on or about July 20, 2015, a payment of \$321.90 on or about August 22, 2015; and \$322.25 on or about September 18, 2015. Auto Loans e-mailed me billing statements from the e-mail address customerservice@autoloans-llc.com. On the billing statements, Auto Loans listed its address as P.O. Box 11, Rarotonga, Cook Islands. I was given no other contact information for Auto Loans other than a phone number of 855-556-2489, which was on the billing statements. Copies of billing statements and some other correspondence I have received from Auto Loans are attached as **Attachment C**.

7. I had gotten work and was working but I wasn't able to pay Auto Loans until the end of the month after I got paid; as a result, Auto Loans charged me late fees. After making my September payment, I decided to take a closer look at my loan and realized that I did not have a copy of my loan agreement. I e-mailed Auto Loans and requested a copy of my loan contract.

In response, on or about September 24, 2015, Auto Loans e-mailed me a copy of my loan agreement. A copy of my loan agreement and Auto Loans' e-mail is attached as **Attachment D**.

8. When I reviewed the loan agreement, I saw that I was going to have to make eight (8) more payments of \$306.90, and that there was also a final balloon payment of \$1856.90. No one at Auto Loans had told me about this balloon payment, and I didn't recall ever seeing or getting anything in writing about it until I saw my loan agreement in September, months after I had gotten the loan.

9. I realized that the loan was hugely expensive, and that it was going to be extremely difficult for me to pay it off. In addition, my car had broken down, and as a mechanic, I knew that it was going to cost a lot of money to fix because it was going to require a new transmission.

10. As a result, I decided to stop making payments on the loan. When Auto Loans called me, attempting to collect, I told them that I couldn't afford the loan, that my car was broken down, and that they were welcome to come and get it.

11. In September 2015, I contacted the North Carolina Commissioner of Banks' Office to ask about Auto Loans and to submit a complaint because I didn't want anyone else to go through what I went through – as I realized that Auto Loans' loans were a complete rip-off. The Commissioner of Banks' Office forwarded my complaint to the Consumer Protection Division of the Attorney General's Office.

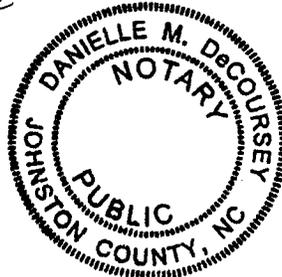
12. After some time, I got rid of my car because I could not afford to keep it. On or about April 9, 2016, Auto Loans sent someone to repossess my car. I told the repo agent that I had gotten rid of the car, and he threatened me, telling me I had committed a felony.

Derron C. Lee 10 APRIL 2016
Derron C. Lee Date

Sworn to and subscribed before me by Derron C. Lee

This the 16th day of April 2016

Danielle M. DeCoursey
Notary Public



My Commission Expires: Nov 19, 2020

Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:43 AM
To: Weaver, Lynne
Subject: Fwd: Link to E-Sign

----- Forwarded message -----

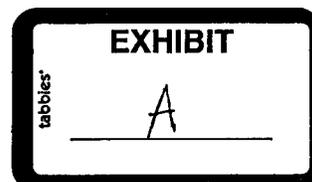
From: "Sales" <sales@autoloans-llc.com>
Date: Jun 16, 2015 1:31 PM
Subject: Link to E-Sign
To: "derronlee38@gmail.com" <derronlee38@gmail.com>
Cc:

Mr. Lee,

Please [CLICK HERE](#) to E-Sign for the loan amount of \$1,450.

Thank you,

Autoloans, LLC



Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:43 AM
To: Weaver, Lynne
Subject: Fwd: Documents and Overnight Label
Attachments: Derron Lee - FedEx Label.pdf; Derron Lee - Power of Attorney.pdf; Derron Lee - Title Application.pdf

----- Forwarded message -----

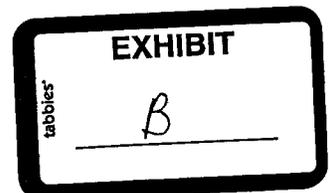
From: "Info" <info@autoloans-llc.com>
Date: Jun 16, 2015 1:50 PM
Subject: Documents and Overnight Label
To: "derronlee38@gmail.com" <derronlee38@gmail.com>
Cc:

***** Please review the documents & should you find any errors, contact us immediately so that we can send you the corrected documents. These are legal documents, no changes are allowed to be made as they will not be accepted *** Please note: The attached prepaid label is provided free of charge; there will be a charge of \$15.00 for each additional FedEx label required, which will be deducted from your loan amount.**

Hello Mr. Lee,

To continue with the process of your loan request, please:

- 1- Print all the attachments above
- 2- Sign the Power of Attorney – *We require your original wet signature(s)*
- 3- Sign and notarize the Title Application
- 4- Mail the required documents to our office using the Prepaid FedEx Label:
 - **THE ORIGINAL VEHICLE TITLE – REQUIRED FOR FUNDING**
 - **THE ORIGINAL LIEN RELEASE FORM (if you previously had a lien on your vehicle).**
 - **THE POWER OF ATTORNEY & THE NOTARIZED NC LIEN RECORDING APPLICATION.**



Upon receiving confirmation from FedEx that your package has been picked up, we will overnight the GPS Vehicle Tracking Device. **Please be aware: GPS units are shipped Monday-Friday by 6:00 PM EST, your label must be scanned by FEDEX no later than 5:30 PM EST. ***GPS shipped Friday will be delivered Monday*****The GPS must be installed in your vehicle in order to fund your loan. Once installed, the GPS unit will automatically verify the VIN # and ensure it has been installed in the correct vehicle.

The GPS package will include installation instructions or you can click on the link below for an instructional video:

<http://www.youtube.com/watch?v=U9pccEPJXvM>

Thank You,
Underwriting Department
Office 1-844-218-3045 Ext.
Fax 1-877-471-7921

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES – DIVISION OF MOTORIST SERVICES
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

6/16/2015

(Date)

I/We hereby name and appoint, Autoloans, LLC, to be my/our
(Full Legibly Printed Name is Required)

lawful attorney-in-fact, to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

CHECK ONE:

Motor Vehicle

Mobile Home

Vessel

Year	Make/Manufacturer	Body Type	Title Number
2003	Jeep Grand Cherokee	Laredo 4D Utility 4WD	775852132009155
Vehicle/Vessel Identification Number			
1J4GW48S23C552784			

NOTICE TO OWNER(S): COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

UNDER PENALTIES OF PERJURY, I/WE DECLARE THAT I/WE HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Derron Chawndell Lee

(Signature of Owner "Grantor")

(Legibly Printed Name of Owner "Grantor")

28681107

1/11/1988

(Driver License, Identification Card or FEID Number for Owner)

(Date of Birth for Owner, if applicable)

3415 Oak TRL

Clayton

NC 27520

(Owner's Address)

(City)

(State)

(Zip)

(Signature of Co-Owner "Grantor," if applicable)

(Legibly Printed Name of Co-Owner "Grantor," if applicable)

(Driver License, Identification Card or FEID Number for Co-Owner)

(Date of Birth for Co-Owner, if applicable)

(Co-Owner's Address)

(City)

(State)

(Zip)

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

NOTE: A licensed dealer and his/her employees are considered a single entity.

Check your local phone book government pages or visit the following website for current mailing addresses:
<http://www.flhsmv.gov/offices/>

LIEN RECORDING APPLICATION

APPLICATION MUST BE FILED WITHIN 20 DAYS OF DATE OF SECURITY AGREEMENT OR LIEN DATE WILL BE PERFECTED BY THE DIVISION TO THE DATE OF RECEIPT OF APPLICATION.

This application must be accompanied with the certificate of title unless it is in the possession of a prior lienholder. The Division, upon receipt of the application, will procure the title from the prior lienholder for the purpose of recording the new lien and will return the title to the first lienholder and notify the subsequent lienholder(s) that additional lien(s) has been noted on the certificate of title.

VEHICLE SECTION				TITLE # 775852132009155	
YEAR 2003	MAKE Jeep	BODY STYLE 4D Utility 4WD	SERIES MODEL Grand Cherokee	VEHICLE IDENTIFICATION NUMBER 1J4GW48S23C552784	
OWNER SECTION					
Owner 1 ID # 28681107		Derron Chawndell Lee <small>Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name</small>			
Owner 2 ID # _____		_____ <small>Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name</small>			
Residence Address (Individual) Business Address (Firm) 3415 Oak TRL					
City and State Clayton NC		Zip Code 27520		Tax County _____	
Mail Address (if different from above) _____					
LIEN SECTION					
FIRST LIEN			SECOND LIEN		
Date of Lien 6/16/2015 ACCOUNT # _____			Date of Lien _____ ACCOUNT # _____		
Lienholder ID# _____	Lienholder Name Autoloans, LLC		Lienholder ID# _____	Lienholder Name _____	
Address 1930 Village Center Circle #34573			Address _____		
City Las Vegas State NV Zip Code 89134			City _____ State _____ Zip Code _____		
THIRD LIEN			FOURTH LIEN		
Date of Lien _____ ACCOUNT # _____			Date of Lien _____ ACCOUNT # _____		
Lienholder ID# _____	Lienholder Name _____		Lienholder ID# _____	Lienholder Name _____	
Address _____			Address _____		
City _____ State _____ Zip Code _____			City _____ State _____ Zip Code _____		
DISCLOSURE SECTION					
All motor vehicle records maintained by the North Carolina Division of Motor Vehicles will remain closed for marketing and solicitation unless the block below is checked. <input type="checkbox"/> I (We) would like the personal information contained in this application to be available for disclosure.					
APPLICATION MUST BE SIGNED IN INK BY EACH OWNER OR AUTHORIZED REPRESENTATIVE OF FIRMS OR CORPORATIONS.					
I, the owner(s) of the vehicle described on this application, certify that the information on the application is true and accurate.					
OWNER'S SIGNATURE _____					
Date _____		County _____		State _____	
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ (name(s) of principal(s)).					
Notary Signature _____			Notary Printed or Typed Name _____		
(SEAL)			My Commission Expires _____		

From: (919) [REDACTED]
Derron C Lee
106 Camen Lane
CLAYTON, NC 27520

Origin ID: SOPA



Ship Date: 16JUN15
ActWgt 0.5 LB
CAD: 103453310/NET3610

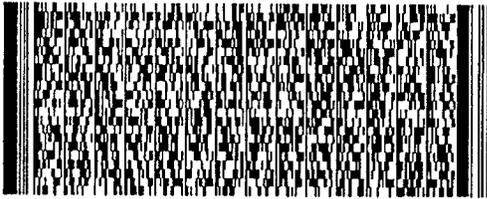
Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

SHIP TO: (844) 218-3045 **BILL SENDER**
Auto Loans LLC - FedEx Office Print
AutoLoans, LLC
1701 S Federal Hwy

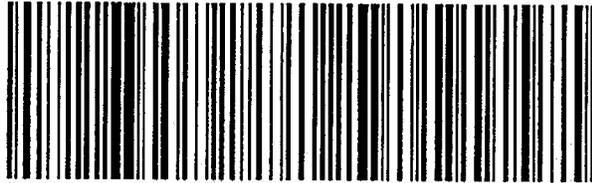
Boca Raton, FL 33432



TRK# 7738 4354 5720
0201

WED - 17 JUN HOLD
PRIORITY OVERNIGHT
HLD
33432
FL-US
FLL

XH PHKA



537J18A0EJEE4B

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:47 AM
To: Weaver, Lynne
Subject: Fwd: Account Alert: Payment Received

----- Forwarded message -----

From: "Autoloans LLC" <customerservice@autoloans-llc.com>
Date: Sep 18, 2015 2:05 PM
Subject: Account Alert: Payment Received
To: <derronlee38@gmail.com>
Cc:

Derron Lee,

Thank you for your payment.

Your Account Number:3133054

Your eCheck in the amount of \$322.25 has been received and in process.

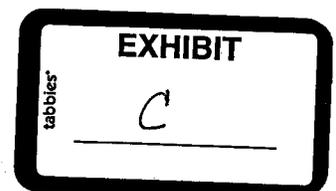
The payment id for your records is 4062

If you have any questions about your account please contact us at (855) 556-2489.

Autoloans, LLC

<https://>

customerservice@autoloans-llc.com



Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:46 AM
To: Weaver, Lynne
Subject: Fwd: Monthly Billing Statement

----- Forwarded message -----

From: "Autoloans LLC" <customerservice@autoloans-llc.com>
Date: Sep 24, 2015 12:27 AM
Subject: Monthly Billing Statement
To: <derronlee38@gmail.com>
Cc:

P.O. Box 11

Rarotonga, Cook Islands

Billing Statement

Autoloans, LLC

----- 09/24/2015 • Billing Statement -----

Derron C Lee
106 Carmen Lane
Clayton, NC 27520

Company Contact Info

Website: <https://>
Phone: [\(855\) 556-2489](tel:(855)556-2489)
Address: P.O. Box 11

Rarotonga, Cook Islands

Account Number	3133054
Last Payment Date	08/22/2015
Last Payment Amount	321.90

Next Payment Due Date

10/18/2015

Next Payment Amount

306.90

Days Past Due

6

09/24/2015

Payment Due: 10/18/2015

Payment Amount: \$306.90

Account #: 3133054
Derron C Lee
106 Carmen Lane
Clayton, NC 27520

Make Your Payment By Phone: (855) 556-2489

Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:46 AM
To: Weaver, Lynne
Subject: Fwd: AUTOLOANS - NEW HOURS

----- Forwarded message -----

From: "Autoloans LLC" <customerservice@autoloans-llc.com>
Date: Sep 27, 2015 4:08 PM
Subject: AUTOLOANS - NEW HOURS
To: <derronlee38@gmail.com>
Cc:

Good afternoon.

Effective immediately, here are our new hours:

1. Monday - Friday 8 AM to 8 PM EST
2. Saturday 9 AM to 1 PM EST
3. Sunday CLOSED

We will still be looking at emails, so, feel free to contact us via email.

Thank you.

Customer Service

Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:45 AM
To: Weaver, Lynne
Subject: Fwd: Account Alert: Your Account is Past Due

----- Forwarded message -----

From: "Autoloans LLC" <customerservice@autoloans-llc.com>
Date: Oct 18, 2015 12:08 AM
Subject: Account Alert: Your Account is Past Due
To: <derronlee38@gmail.com>
Cc:

Dear Derron Lee,

Your account number 3133054 is **30 days past due and your payment in the amount of 704.84 is due immediately**. Please make arrangements to make this payment as soon as possible to avoid further action on your account. You can make your payment by contacting us at (855) 556-2489. Please resolve this immediately.

If you've already taken care of this, please disregard this email and thank you for your payment.

Sincerely,

Autoloans, LLC

Customer Service

customerservice@autoloans-llc.com

Weaver, Lynne

From: Derron Lee <derronlee38@gmail.com>
Sent: Thursday, October 29, 2015 11:44 AM
To: Weaver, Lynne
Subject: Fwd: Monthly Billing Statement

----- Forwarded message -----

From: "Autoloans LLC" <customerservice@autoloans-llc.com>
Date: Oct 24, 2015 12:08 AM
Subject: Monthly Billing Statement
To: <derronlee38@gmail.com>
Cc:

P.O. Box 11

Rarotonga, Cook Islands

Billing Statement

Autoloans, LLC

----- 10/24/2015 • Billing Statement -----

Derron C Lee
106 Carmen Lane
Clayton, NC 27520

Company Contact Info

Website: <https://>
Phone: [\(855\) 556-2489](tel:(855)556-2489)
Address: P.O. Box 11

Rarotonga, Cook Islands

Account Number	3133054
Last Payment Date	08/22/2015
Last Payment Amount	321.90

Next Payment Due Date

11/17/2015

Next Payment Amount

306.90

Days Past Due

36

10/24/2015

Payment Due: 11/17/2015

Payment Amount: \$306.90

Account #: 3133054
Derron C Lee
106 Carmen Lane
Clayton, NC 27520

Make Your Payment By Phone: (855) 556-2489

From: Derron Lee [mailto:derronlee38@gmail.com]
Sent: Thursday, September 24, 2015 2:52 PM
To: Hammond, Elizabeth <ehammond@nccob.gov>
Subject: Fwd: Re: Loan agreement

Derron Lee title loan agreement. My number is 919 [REDACTED]

----- Forwarded message -----

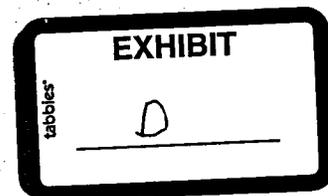
From: "Customer Service" <customerservice@auto loans-llc.com>
Date: Sep 24, 2015 1:29 PM
Subject: Re: Loan agreement
To: "Derron Lee" <derronlee38@gmail.com>
Cc:

Good afternoon Mr. Lee,

Please find attached a copy of your pawn agreement that you requested.

Thank you,

Customer Service
AutoLoans, LLC (03)



Office 1-855-556-2489

Fax (877)471-7921

From: Derron Lee <derronlee38@gmail.com>

Sent: Wednesday, September 23, 2015 8:38 AM

To: Customer Service

Subject: Loan agreement

Hello

I'm emailing you alk to request a copy of my loan agreement with your company. I have misplaced my copy of the loan terms and need a copy for my records. A quick response to my request would be greatly appreciated. Thank you

Derron C. Lee

Pawn Ticket and Agreement

Autoloans, LLC
P.O. Box 11
Rarotonga
Cook Islands

Consumer (Name, Address, City, State, Zip, telephone):
Derron C Lee
106 Carmen Lane
Clayton, North Carolina 27520
(919) [REDACTED]

TRUTH - IN - LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
247.89%	\$3,782.80	\$1,450.00	\$5,232.80

Payment Schedule

NUMBER OF PAYMENTS

11

Final Payment

1

AMOUNT OF PAYMENTS

\$306.90

AMOUNT OF PAYMENT

\$1,856.90

WHEN PAYMENTS ARE DUE

Every 30 days, beginning 30 days from the date of funding

WHEN PAYMENT IS DUE

360 days from the date of funding

Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. Prepayment: If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. Late charge: There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.

Itemization of the Amount Financed:

Amount given to you directly:	\$1,450.00
Amount paid on our prior loan to you:	\$0.00
Amount paid to for	\$0.00
Plus Titling Fee:	\$0.00
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00
Equals "Principal Amount" of your loan:	\$1,550.00
Less Prepaid Finance Charge:	\$100.00
Equals Amount Financed:	\$1,450.00

Description of Pawned Motor Vehicle

VIN: 1J4GW48S23C552784
Year: 2003
Make/Model/Series: Jeep Grand Cherokee Laredo 4D Utility 4WD

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawned Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.

Your payment schedule and right to redeem the Pawns Motor Vehicle: You may redeem the Pawns Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable), in accordance with the due dates shown in the Payment Schedule above. Upon satisfactory completion of your redemption payment of all amounts owed in good and collected funds, Lender upon request will release the certificate of title to the Pawns Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) such other method that we may authorize in writing from time to time. Before releasing the certificate of title or releasing any other rights, especially with respect to any redemption after repossession, Lender may require that payment be made in good and collected funds by money order, wire transfer or cashier's check.

Renewal Policy: While we are not legally required to do so, we may allow you to renew on the same terms unless you advise us in advance that you plan to pay in full on the final-payment due date. Any renewal is not binding on us unless you satisfy our conditions to renew (e.g., paying accrued charges) and we provide you with written confirmation of renewal. To avoid any misunderstandings, you may not assume that your transaction has been renewed unless you have received written confirmation from Lender.

Delivery of Pawns Motor Vehicle: If you do not wish to redeem, then you must advise us in writing before the loans' final-payment due date and immediately deliver the Pawns Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawns Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawns Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender may not permit redemption by Consumer. If redemption is permitted a redemption fee equal the greater of 10% of the principal loan amount or \$500.00 will be assessed. This fee does not include any repossession fee or associated fees you may be required to pay.

Interest accrual: Interest accrues daily, both prematurity and post-maturity, on amounts due and owing at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) until paid, subject to legal limits, if any. Interest accrues daily based upon when payments are received. This means the amount of accrued interest may be different from the amounts shown in the Payment Schedule above since the Payment Schedule above assumes that payments are made on the scheduled due dates. If you pay early, the amount of accrued interest may be less. If you pay late, the amount of accrued interest may be greater. Any adjustments based your actual payment history will be made in the amount of the final payment.

Allocation of payments: Payments are applied first to the accrued interest, next to any late charges or returned item fees, and finally to principal. Any partial prepayments will be applied to amounts owing in inverse order of maturity, which means that partial prepayments do not alter the timing or amount of scheduled payments but might cause an adjustment to the amount of the final payment. Any partial prepayments will not allow you to skip scheduled payments.

Late charges: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge you a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawns Motor Vehicle; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) consumer is at least 18 years of age; (4) the Pawns Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawns Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawns Motor Vehicle will not be moved from consumer's state of residence except for personal travel not to exceed 15 days; (7) until such time that all amounts due under this Pawn Agreement are fully repaid, consumer will not attempt to seek a duplicate title to Pawns Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawns Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender will be named as an additional loss-payee with respect to any collision or property damage insurance with respect to the Motor Vehicle; and (c) at Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Notices: Any notice that Lender is required to provide under this Pawn Agreement or applicable law will be declared reasonable if sent to consumer at the most current mail address or email address, or text message address on Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any redemption payment when due or fails to perform any other requirements under this Pawn Agreement; (2) consumer fails to deliver the Pawns Motor Vehicle when required under the terms of the Pawn Agreement; (3) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (4) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; (5) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account; or (6) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance, less any unearned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawns pursuant to judicial process or without judicial process, or require consumer to return the Pawns Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to

value of the Pawns Motor Vehicle.

Costs and expenses: Lender may recover from consumer reasonable attorneys' fees, legal expenses, and all other lawfully permitted costs incurred or paid in protecting and recovering possession of the Pawns Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender until paid, subject to legal limits, if any..

Notice and Waivers: Except for notices provided in this Pawn Agreement, consumer, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, consumer, and others responsible, also agree: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawns Motor Vehicle is not redeemed, the Pawns Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawns Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawns Motor Vehicle versus the amounts owed provided you deliver the Pawns Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawns Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawns Motor Vehicle is not delivered to or recovered by Lender in that condition. Also, any limits on your liability under this 'limited recourse' provision do not apply in the event of any fraud or other misconduct on your part, including, without limitation, your creating or not disclosing additional liens, or intentionally concealing or damaging the Pawns Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawns Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawns Motor Vehicle may be equipped with a GPS Device (Device). The Device is designed to ensure that you make payments on time as required by the Pawn Agreement. The Device includes a GPS (global positioning system) tracking unit that can determine at any time where your vehicle is located. The Lender or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Lender or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawns Motor Vehicle as allowed. You understand that the Device is the property of the Lender or its designated assignee. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under your Pawn Agreement and will be liable for the cost to replace the device. You understand that the Device must be returned to the Lender upon repayment of loan in full and that the lien will not be released on your title until it is received or until you pay the replacement cost. You understand that only the Lender or its authorized representatives are permitted to perform maintenance on the Device or any of its components should it be required. You agree to make the vehicle available to the Lender or its representatives, during their normal business hours. You understand that the Lender shall have full responsibility for the cost of all repairs to the device, except for repairs caused by your tampering with, altering, disconnecting or removing the device.

Lender authority: Consumer authorizes Lender to: (1) call or otherwise communicate with consumer during reasonable hours at home or work to remind consumer when my payment is due; and (2) communicate with consumer in the event of default on the transaction as allowed by law including calling consumer, communicating with consumer in writing or via email or text messaging, or communicating with consumer's personal contacts whom consumer identified in consumer's application to acquire location information.

Consent to Lender Communications: To electronically receive, view and save electronic communications from us, you must have an e-mail address, a smart phone, PDA or other device that can receive text messages or a telephone that is capable of recording our voice mail message to you. In connection with our communications with you, you acknowledge that you have that capability and you agree that we are authorized to send email, text messages, and voice mail to you, including using an automated voice and text message system, at the telephone numbers or email addresses you have provided to us. You have the option to receive any information that we have provided electronically in paper form at no cost to you. Your carrier may charge you for text messages and we are not responsible for those charges. You understand that we are not responsible for making a communication to an authorized address or phone number that is (1) retrieved by anyone other than you that you have permitted access to such address or phone number, (2) deleted by you or anyone else with access to your systems prior to retrieving the full message, or (3) unintelligible as a result of any equipment or systems of yours or your carrier. You may opt out of this consent at any time by providing written notice to Lender at its address indicated above, Attention: Opt Out Department or by written communication to such other address as Lender may designate in writing from time to time. Your notice must include your name and each account number that you no longer wish to receive text or voice mail messages. To the extent permitted by law, your right to opt out does not apply to communications regarding your account or transactions you make with us.

Assignment: We may assign or transfer any or all of our rights, title and interest under this Pawn Agreement at our discretion. You agree that an assignee shall have the same rights and privileges as Lender. You may not assign your rights under this Pawn Agreement without our written consent.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Auckland, New Zealand. No

litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is in writing and signed by us. This Agreement and the Advance Voucher represent the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions may not be modified except in writing signed by the parties.

Severability: If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit or transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance. If you do not redeem on time, you can lose your interest in your motor vehicle.

By electronically signing below: 1. Consumer represents that the information in consumer's Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the ACH Authorization; 3. Consumer agrees to the Lender's current privacy policy; 4. Consumer agrees to this Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [05/29/2015].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a loan to you unless it is electronically signed below.

Last Name: [Lee]

Borrower's Name as on Application: Derron C Lee Date of Birth (mm/dd/yyyy): [1/11/1988]

FACTS	WHAT DOES AUTOLOANS, LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Transaction or loss history and employment information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons AUTOLOANS, LLC, chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AUTOLOANS, LLC share?	Can you limit this sharing?
For our everyday business purposes -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes -- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes -- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes -- information about your creditworthiness	Yes	No
For nonaffiliates to market to you	Yes	Yes

Questions? Call (855) 556-2489.

What we do	
How does AUTOLOANS, LLC protect my personal information?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
How does AUTOLOANS, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for a loan or give us your income information • Provide employment information or provide account information • Give us your contact information. <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<ul style="list-style-type: none"> • Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<ul style="list-style-type: none"> • Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	<ul style="list-style-type: none"> • A formal agreement between nonaffiliated financial companies that together market financial products or services to you.



STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF PONECHA MITCHELL

Ponecha Mitchell, being first duly sworn, states as follows:

1. I am a resident of Raleigh, North Carolina.
2. During the end of 2014, I began experiencing financial hardship. My daughter's father had been injured, could not work, and could no longer pay the child support he owed to me. I became behind on my rent payments, and I needed some help financially. I decided to search online for a solution. In my internet search, I found a website for Auto Loans, LLC ("Auto Loans"), which indicated that it would make loans secured by your car. I applied on-line for a \$1,500.00 loan with the company. In order to receive the loan, I pledged my 2003 Toyota Sequoia Limited sport utility vehicle as collateral. During the application process, Auto Loans asked me to send the company pictures of the interior and exterior of my vehicle and the vehicle's title. Towards the end of the application process, Auto Loans sent me a "Pawn Ticket Agreement" for the loan, which I thought was odd. I tried calling the company to inquire about the agreement, but I could not get in touch with any of the company's representatives.
3. All of my communications with the company were through email and phone. In addition, the company sent me some documents which I was instructed to Fed Ex to them, and they sent me a GPS to install on my car. On or about November 13, 2014, I received a loan of \$1,500.00 from Auto Loans which was deposited directly to my bank account. Under the loan agreement, I was required to make monthly payments of \$316.80 for 11 months to Auto Loans. The loan agreement also required me to make a final balloon payment of about \$1916.80 on my loan. I was not aware of the balloon payment until I called Auto Loans for a copy of the loan

agreement which was sent to me by e-mail, and only after my vehicle had been repossessed. The address for Auto Loans on the loan agreement was: "P.O. Box 11, Rarotonga, Cook Islands." A copy of my loan agreement is attached as **Attachment A**.

4. In January 2015, I spoke on the telephone to a representative at Auto Loans about the possibility of making my payment a few days late. The representative that I was speaking with would not work with me in any way, and the company would not give me an extension. Instead, the representative told me that the company needed the payment immediately. I told the representative that I could not make the payment that day, but I would do so as soon as possible. I was never able to send my payment, however, because that very same day my car was repossessed.

5. My experience with Auto Loans was devastating. In the wake of my car being repossessed, it became even harder for me to make ends meet because I no longer had a vehicle. I was told by the repossession company that I needed to pay \$3,055.00 by January 15, 2015 in order to regain possession of my car, or it would be sold at auction.

6. I eventually did regain possession of my vehicle, but I was only able to do so after I filed for Chapter 13 bankruptcy in January 2015, which was in part a result of the financial strain that Auto Loans caused me. I now have bankruptcy on my credit, and I had to pay an attorney to handle my bankruptcy case. Finally, Auto Loans also filed a negative report with credit bureaus, further damaging my credit.

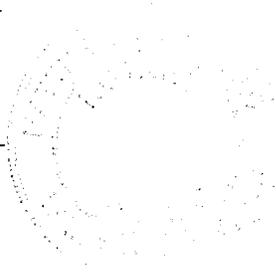
Ponecha Mitchell 11/24/15
Ponecha Mitchell Date

Sworn to and subscribed before me

This the 24th day of November, 2015

[Signature]

Notary Public



My Commission Expires: 10-1-2019

Pawn Ticket and Agreement

Autoloans, LLC P.O. Box 11 Rarotonga Cook Islands	Consumer (Name, Address, City, State, Zip, telephone): Ponecha M Mitchell 5408 Portree Place 10 Raleigh, North Carolina 27606 (252) [REDACTED]
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TRUTH - IN - LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
247.65%	\$3,901.60	\$1,500.00	\$5,401.60

Payment Schedule		
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
11	\$316.80	Every 30 days, beginning 30 days from the date of funding
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
1	\$1,916.80	360 days from the date of funding

Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. Prepayment: If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. Late charge: There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.

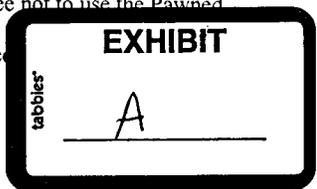
Itemization of the Amount Financed:	Description of Pawned Motor Vehicle
Amount given to you directly: \$1,500.00	VIN: 5TDZT38A03S148857
Amount paid on our prior loan to you: \$0.00	Year: 2003
Amount paid to for: \$0.00	Make/Model/Series: Toyota Sequoia Limited 4D Utility
Plus Titling Fee: \$0.00	
Plus Processing Fee to us (Prepaid Finance Charge): \$100.00	
Equals "Principal Amount" of your loan: \$1,600.00	
Less Prepaid Finance Charge: \$100.00	
Equals Amount Financed: \$1,500.00	

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawned Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recd that condition.



Your payment schedule and right to redeem the Pawns Motor Vehicle: You may redeem the Pawns Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable), in accordance with the due dates shown in the Payment Schedule above. Upon satisfactory completion of your redemption payment of all amounts owed in good and collected funds, Lender upon request will release the certificate of title to the Pawns Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) such other method that we may authorize in writing from time to time. Before releasing the certificate of title or releasing any other rights, especially with respect to any redemption after repossession, Lender may require that payment be made in good and collected funds by money order, wire transfer or cashier's check.

Renewal Policy: While we are not legally required to do so, we may allow you to renew on the same terms unless you advise us in advance that you plan to pay in full on the final-payment due date. Any renewal is not binding on us unless you satisfy our conditions to renew (e.g., paying accrued charges) and we provide you with written confirmation of renewal. To avoid any misunderstandings, you may not assume that your transaction has been renewed unless you have received written confirmation from Lender.

Delivery of Pawns Motor Vehicle: If you do not wish to redeem, then you must advise us in writing before the loans' final-payment due date and immediately deliver the Pawns Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawns Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawns Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender may not permit redemption by Consumer. If redemption is permitted a redemption fee equal the greater of 10% of the principal loan amount or \$500.00 will be assessed. This fee does not include any repossession fee or associated fees you may be required to pay.

Interest accrual: Interest accrues daily, both prematurity and post-maturity, on amounts due and owing at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) until paid, subject to legal limits, if any. Interest accrues daily based upon when payments are received. This means the amount of accrued interest may be different from the amounts shown in the Payment Schedule above since the Payment Schedule above assumes that payments are made on the scheduled due dates. If you pay early, the amount of accrued interest may be less. If you pay late, the amount of accrued interest may be greater. Any adjustments based your actual payment history will be made in the amount of the final payment.

Allocation of payments: Payments are applied first to the accrued interest, next to any late charges or returned item fees, and finally to principal. Any partial prepayments will be applied to amounts owing in inverse order of maturity, which means that partial prepayments do not alter the timing or amount of scheduled payments but might cause an adjustment to the amount of the final payment. Any partial prepayments will not allow you to skip scheduled payments.

Late charges: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge you a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawns Motor Vehicle; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) consumer is at least 18 years of age; (4) the Pawns Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawns Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawns Motor Vehicle will not be moved from consumer's state of residence except for personal travel not to exceed 15 days; (7) until such time that all amounts due under this Pawn Agreement are fully repaid, consumer will not attempt to seek a duplicate title to Pawns Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawns Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender will be named as an additional loss-payee with respect to any collision or property damage insurance with respect to the Motor Vehicle; and (c) at Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Notices: Any notice that Lender is required to provide under this Pawn Agreement or applicable law will be declared reasonable if sent to consumer at the most current mail address or email address, or text message address on Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any redemption payment when due or fails to perform any other requirements under this Pawn Agreement; (2) consumer fails to deliver the Pawns Motor Vehicle when required under the terms of the Pawn Agreement; (3) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (4) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; (5) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account; or (6) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance, less any unearned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawns Motor Vehicle pursuant to judicial process or without judicial process, or require consumer to return the Pawns Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to

value of the Pawns Motor Vehicle.

Costs and expenses: Lender may recover from consumer reasonable attorneys' fees, legal expenses, and all other lawfully permitted costs incurred or paid in protecting and recovering possession of the Pawns Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender until paid, subject to legal limits, if any..

Notice and Waivers: Except for notices provided in this Pawn Agreement, consumer, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, consumer, and others responsible, also agree: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawns Motor Vehicle is not redeemed, the Pawns Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawns Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawns Motor Vehicle versus the amounts owed provided you deliver the Pawns Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawns Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawns Motor Vehicle is not delivered to or recovered by Lender in that condition. Also, any limits on your liability under this 'limited recourse' provision do not apply in the event of any fraud or other misconduct on your part, including, without limitation, your creating or not disclosing additional liens, or intentionally concealing or damaging the Pawns Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawns Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawns Motor Vehicle may be equipped with a GPS Device (Device). The Device is designed to ensure that you make payments on time as required by the Pawn Agreement. The Device includes a GPS (global positioning system) tracking unit that can determine at any time where your vehicle is located. The Lender or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Lender or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawns Motor Vehicle as allowed. You understand that the Device is the property of the Lender or its designated assignee. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under your Pawn Agreement and will be liable for the cost to replace the device. You understand that the Device must be returned to the Lender upon repayment of loan in full and that the lien will not be released on your title until it is received or until you pay the replacement cost. You understand that only the Lender or its authorized representatives are permitted to perform maintenance on the Device or any of its components should it be required. You agree to make the vehicle available to the Lender or its representatives, during their normal business hours. You understand that the Lender shall have full responsibility for the cost of all repairs to the device, except for repairs caused by your tampering with, altering, disconnecting or removing the device.

Lender authority: Consumer authorizes Lender to: (1) call or otherwise communicate with consumer during reasonable hours at home or work to remind consumer when my payment is due; and (2) communicate with consumer in the event of default on the transaction as allowed by law including calling consumer, communicating with consumer in writing or via email or text messaging, or communicating with consumer's personal contacts whom consumer identified in consumer's application to acquire location information.

Consent to Lender Communications: To electronically receive, view and save electronic communications from us, you must have an e-mail address, a smart phone, PDA or other device that can receive text messages or a telephone that is capable of recording our voice mail message to you. In connection with our communications with you, you acknowledge that you have that capability and you agree that we are authorized to send email, text messages, and voice mail to you, including using an automated voice and text message system, at the telephone numbers or email addresses you have provided to us. You have the option to receive any information that we have provided electronically in paper form at no cost to you. Your carrier may charge you for text messages and we are not responsible for those charges. You understand that we are not responsible for making a communication to an authorized address or phone number that is (1) retrieved by anyone other than you that you have permitted access to such address or phone number, (2) deleted by you or anyone else with access to your systems prior to retrieving the full message, or (3) unintelligible as a result of any equipment or systems of yours or your carrier. You may opt out of this consent at any time by providing written notice to Lender at its address indicated above, Attention: Opt Out Department or by written communication to such other address as Lender may designate in writing from time to time. Your notice must include your name and each account number that you no longer wish to receive text or voice mail messages. To the extent permitted by law, your right to opt out does not apply to communications regarding your account or transactions you make with us.

Assignment: We may assign or transfer any or all of our rights, title and interest under this Pawn Agreement at our discretion. You agree that an assignee shall have the same rights and privileges as Lender. You may not assign your rights under this Pawn Agreement without our written consent.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Auckland, New Zealand. No

litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is in writing and signed by us. This Agreement and the Advance Voucher represent the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions may not be modified except in writing signed by the parties.

Severability: If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit or transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance. If you do not redeem on time, you can lose your interest in your motor vehicle.

By electronically signing below: 1. Consumer represents that the information in consumer's Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the ACH Authorization; 3. Consumer agrees to the Lender's current privacy policy; 4. Consumer agrees to this Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [11/13/2014].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a loan to you unless it is electronically signed below.

Last Name: [Mitchell]

Borrower's Name as on Application: Ponecha M Mitchell

Date of Birth (mm/dd/yyyy): [9/10/1971]

FACTS	WHAT DOES AUTOLOANS, LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Transaction or loss history and employment information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons <i>AUTOLOANS, LLC</i> , chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AUTOLOANS, LLC share?	Can you limit this sharing?
For our everyday business purposes -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes -- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes -- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes -- information about your creditworthiness	Yes	No
For nonaffiliates to market to you	Yes	Yes

Questions? Call (855) 556-2489.

What we do	
How does AUTOLOANS, LLC protect my personal information?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
How does AUTOLOANS, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for a loan or give us your income information • Provide employment information or provide account information • Give us your contact information. <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes -- information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<ul style="list-style-type: none"> • Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<ul style="list-style-type: none"> • Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	<ul style="list-style-type: none"> • A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO: _____

_____)
STATE OF NORTH CAROLINA,)
ex rel. Roy Cooper, Attorney General,)
))
Plaintiff,)
))
v.)
))
LIQUIDATION, LLC;)
LOAN SERVICING SOLUTION, LLC;)
SERVICING COMPANY DE, LLC;)
WILLIAM WALTER MCKIBBIN, III;)
KEVIN LEE CRONIN;)
MARK EDWARD WEINER; and)
BOBBY JOE MCKIBBIN; individually)
and collectively d/b/a AUTOLOANS, LLC;)
CAR LOAN, LLC; and SOVEREIGN)
LENDING SOLUTIONS, LLC; and)
Other unnamed individuals and entities;)
))
Defendants;)
_____)

And)
))
NORTH CAROLINA DIVISION OF)
MOTOR VEHICLES;)
))
Nominal Defendant only, named)
solely for purposes of injunctive)
relief.)
))
_____)

AFFIDAVIT OF DAVID C. EVERS

David C. Evers, being first duly sworn, states as follows:

1. I am a resident of Raleigh, North Carolina.

2. I am employed as a Consumer Protection Specialist with the Consumer Protection Division of the North Carolina Attorney General's Office ("AGO"), and I have been employed in that Office for 16 years. My current job responsibilities include the handling of consumer complaints filed with the AGO. I deal primarily with complaints about consumer finance, credit, and banking matters, which include car title loans. I also assist in the investigations of such activities.

3. Prior to working as a Consumer Protection Specialist, I worked as a Special Investigator with the Telemarketing Fraud Project at the AGO, assisting state and federal agents and prosecutors with the investigation, indictment, extradition, and prosecution of criminals involved in money laundering and mail and wire fraud schemes. Part of my duties included examining bank records and financial statements to identify assets and trace wire transfers and deposits among foreign and domestic financial institutions. I have extensive training and experience in the areas of white collar crime and financial fraud examinations.

4. I was the investigator assigned to this case, and I have personal knowledge of the information contained in this affidavit. I have reviewed the civil complaint filed by the Attorney General on behalf of the State of North Carolina ("the State") in the above-captioned matter. As further described below, based on my investigation, I have probable cause to believe that the factual allegations made in the State's Complaint are true, and that Defendants have violated North Carolina law as alleged in the Complaint.

5. As custodian of complaints filed with the AGO against Defendants, including complaints about Auto Loans, LLC, Car Loan, LLC, Title Loan America, and Sovereign Lending Solutions, LLC, (hereinafter collectively referred to as the "Defendants"), I have reviewed, and processed eight complaints received by the AGO from North Carolina consumers against Defendants since February 20, 2013. I have also reviewed ten complaints filed with the Federal Trade Commission ("FTC") by North Carolina consumers against Defendants.

6. Consumers who filed complaints with the AGO and the FTC all described similar experiences with Defendants. Consumers stated they were solicited by Defendants through television advertisements, Internet websites, and telephone, among other means, and that they received a phone call or e-mail from a representative of Defendants to complete the loan transaction. Loans obtained by consumers typically ranged from \$1,000 to \$2,500, and all contained triple-digit interest rates. Many consumers stated they were told by Defendants that they could repay the loan within thirty days without penalty or interest, or they could make monthly installment payments for up to six months or one year to repay the loan. Many consumers reported that they did not receive a copy of their loan documents at the time they got their loans, but that they were required to sign and return to Defendants an application assigning a security interest in their North Carolina vehicle title and a "Power of Attorney" form. Many consumers have reported that when they contacted Defendants to pay off their loans, Defendants informed them that their previous payments had been applied only to interest, and that they were required to make a final balloon payment which often exceeded the original loan amount. Many consumers reported that this was the first that they learned of a balloon payment, but they felt they had no choice but to make the balloon payment or have their vehicle repossessed.

7. In the course of my investigation, I checked the records of the North Carolina Office of the Commissioner of Banks (“OCOB”) and the North Carolina Secretary of State, and I determined that no entity known to be affiliated with Defendants—including the following entities listed below—is licensed as a consumer finance lender in North Carolina, and none is registered to do business in North Carolina:

- A. Auto Loans, LLC
- B. Car Loan, LLC
- C. Sovereign Lending Solutions, LLC
- D. Loan Servicing Solution, LLC
- E. Liquidation, LLC
- F. Management Solution, LLC
- G. Servicing Company DE, LLC

8. At least five other states have brought enforcement actions against one or more of the Defendants related to Defendants’ loan activities in their respective states, including the states of Colorado, Massachusetts, Michigan, Oregon, and Pennsylvania. Each of the states has alleged that the Defendants are not licensed as lenders in their states, have made illegal, usurious loans in their states, and that there is no evidence of Defendants’ licensure in any state.

9. From July 15, 2015 through March 29, 2016, the AGO issued a series of investigative demands or administrative subpoenas to numerous financial institutions to obtain copies of bank records and documents related to bank accounts believed to be held by the Defendants, including the following financial institutions: Bank of America, BBVA Compass Bank, BMO Harris Bank, Fifth Third Bank, Pioneer Bank, and Wells Fargo Bank.

10. I have reviewed records received from the above-identified financial institutions, and to date, I have identified at least twelve (12) bank accounts under various names through which the Defendants have conducted their illegal vehicle title loan business; some of these accounts were also identified by the State of Oregon. The bank accounts are or were in the following account holder names, among others: Loan Servicing Solution, LLC; Auto Loans, LLC; Car Loan, LLC; Servicing Company DE, LLC; Title Loan America; Liquidation, LLC; Vehicle Liquidation, LLC; Sovereign Lending Solutions, LLC; and Southeast Financial Management, LLC.

11. Based on my examination of the bank records the AGO has received, I determined that almost all of the accounts examined were being used by Defendants to operate their vehicle title loan enterprise. Among other items, one or more of the accounts contained payment checks received by Defendants from consumers on their vehicle title loans, including checks from North Carolina consumers. Other accounts showed payments by Defendants to

vehicle recovery (i.e., towing) services, including to towing services in North Carolina, as well as payments to vehicle auction houses, including auction houses in North Carolina. Other accounts were used by Defendants to pay Defendants' employees who engaged in the operation of the illegal enterprise, including but not limited to communicating with consumers in North Carolina, including soliciting vehicle title loans from consumers, soliciting payments from consumers; sending title documents to NC-DMV placing liens on North Carolina consumers' vehicles; and other activities.

12. The signatories and controlling persons for most of the identified bank accounts were Defendants William McKibbin ("W. McKibbin") and Kevin Cronin ("Cronin"), and for at least one account, Defendant Bobby McKibbin ("B. McKibbin"), and/or persons known to be working with Defendants W. McKibbin, Cronin, or B. McKibbin. For example, on an account at Fifth Third Bank in the name of Loan Servicing Solution, LLC, opened on December 24, 2014, Defendant W. McKibbin identified himself as "Owner, Partner or Member" and "President" of "Loan Servicing Solution, LLC." On another account opened at Wells Fargo Bank by "Loan Servicing Solution, LLC" on January 2, 2014, both Defendants W. McKibbin and Cronin listed themselves as "CEO" of "Loan Servicing Solution, LLC" and as the "Owner(s)" and "Key individual(s)" at the company. Both W. McKibbin and Cronin list their residences as being in Palm Beach County, Florida. A copy of the signature cards for the above-referenced bank accounts is attached as **Exhibit A**.

13. Both Defendants W. McKibbin and Cronin have used corporate bank accounts for their own personal purposes and expenses, and have treated the purported corporate accounts as their personal accounts. For example, records of Wells Fargo Bank showed that Defendants W. McKibbin and Cronin caused "Loan Servicing Solution, LLC" to make regular payments on behalf of Defendant Cronin on a Chase account, and on an American Express credit card account belonging to Defendant Cronin. Similarly, on April 14, 2014, Defendant Cronin signed a check on the account of "Loan Servicing Solution, LLC" for payment to the "United States Treasury" in the amount of \$4,000 for "William McKibbin 1040 ES," and on which was inscribed Defendant W. McKibbin's personal Social Security number. Samples of the above-referenced payments are attached as **Exhibit B**.

14. My examination of the bank records associated with the Defendants showed that the Defendants have moved large sums of money among many different bank accounts under different account holder names, and that Defendants have regularly opened and closed bank accounts on a very frequent basis. My examination further causes me to conclude that Defendants doubtless have many other accounts which the AGO has not examined or identified. For example, my examination of one of the accounts opened by the Defendants in the name of Loan Servicing Solution, LLC (an account number ending in 0598) at Fifth Third Bank in December 2014 and closed seven months later in July 2015, determined that: deposits to the account in the form of checks, money orders, and cashier's checks represented the sales proceeds from auto auction houses located across the United States; and demand drafts drawn on the account in the form of corporate checks represented payments to State DMV agencies, auto recovery services, auto auction houses, and other services directly related to the repossession, reassignment, and auctioning of consumers' vehicles.

15. My review of the wire transfer logs associated with the above-referenced bank account of Defendants revealed that Defendants are sending large amounts of money to off-shore accounts, including in particular, one or more accounts at one or more offshore banks in the Cayman Islands. For example, my review of the wire transfer logs of the above-identified Fifth Third bank account revealed that, for the two month period from February 27, 2015 to April 29, 2015, the Defendants initiated four (4) wire transfers totaling \$550,000.00 to an account held by a "Global Servicing SEZC, Ltd." at Butterfield Bank, Georgetown, Cayman Islands.

16. An "SEZC" is known to me as a "Special Economic Zone Company" which receives special economic rights and concessions from the Cayman Islands government conducive to foreign investment. It is also known to me that a company which is designated as an "SEZC" may have a physical presence in the Cayman Islands but its activities are restricted by Cayman Island law to offshore enterprises.

17. Thus, the bank records show Defendants are moving large amounts of money among many financial institutions, including sending large amounts to off-shore financial institutions; and the Defendants are closing and opening bank accounts frequently.

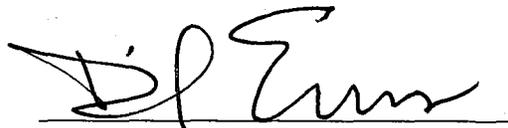
18. Based on my knowledge, training, and experience, Defendants' bank records indicate activity that is consistent with money laundering by means of wire transfers and other monetary instruments with the intent to conceal or disguise the nature, location, source, ownership, and control of the proceeds of the enterprise's activity.

19. I have identified the following bank accounts used by the Defendants in the operation of their illegal vehicle title loan enterprise, that contain proceeds of Defendants' vehicle title loan enterprise, and that may currently be open and active:

- (a) Account of Loan Servicing Solution, LLC – Account no. [REDACTED] with a bank routing no. of 266086554 at Citibank;
- (b) Account of Servicing Company DE, LLC – Account no. [REDACTED] at Fifth Third Bank;
- (c) Account of Loan Servicing Solution, LLC – Account no. [REDACTED] at Bank of NY Mellon; and
- (d) Bank records evidencing Defendants' use of these accounts in operating their illegal vehicle title lending business are attached as **Exhibit E**.

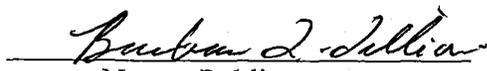
20. Based upon wire transfer logs provided by Fifth Third Bank, it appears that Defendants also have one or more accounts at BBVA Compass Bank, which appear to have been used in conjunction with Defendants' vehicle title lending business. The AGO has not yet identified the specific account number(s) but has issued a Civil Investigative Demand ("CID") to BBVA Compass to obtain this information.

21. Based on my training and experience, given the Defendants' failure to acknowledge or to comply with enforcement actions and court orders in other states; the Defendants' extensive efforts to conceal their true identities; and the Defendants' unusual banking activities which are consistent with illegal activities; I believe it is highly likely—and almost certain—that Defendants will continue to move and shield monies from law enforcement agencies; that Defendants will immediately close the accounts identified in paragraph 19. above and move any funds in the accounts once they learn that the AGO is aware of the accounts; and that it is highly unlikely Defendants will pay or satisfy any judgment entered against them.

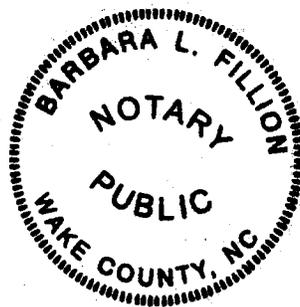

David C. Evers

Sworn to and subscribed before me:

This the 25th day of April, 2016


Notary Public

My Commission expires: 3-31-2020



PRINTED ON LINEN MARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK

0067500

11-24

CASHIER'S CHECK

6750001335

Remitter: CAROL C V
Operator I.D.: u309192 md001045

April 27, 2015

PAY TO THE ORDER OF ***CAR LOAN LLC***

Three thousand nine hundred sixty-seven dollars and 02 cents

***\$3,967.02**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
6002 FALLS OF NEUSE RD
RALEIGH, NC 27609
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 3,967.02

Richard Long
CONTROLLER

Security Features Included. Details on

⑈ 6750001335 ⑈

0133581116

3682407615

FOR DEPOSIT ONLY
WELLS FARGO
PAY
LOAN SERVICING SOLUTIONS

William McKe

REQUEST 00006260127000000 3967.02
ROLL ECIA 20150504 000003682407615+
JOB ECIA B ACC
REQUESTOR U221223
13923735 11/06/2015 Research 13925488

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201

EXHIBIT

A

tabbles

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Loan Servicing Solutions, LLC
1930 Village Center Cir. #3-4573
Las Vegas, NV 89134

WELLS FARGO BANK, NA
62-088/311

6282

04/15/2015

PAY TO THE ORDER OF Home Detective

\$ **250.00

Two hundred fifty and 00/100..... DOLLARS

PROTECTED AGAINST FRAUD

Home Detective
P.O. Box 18137
Greensboro, NC 27419
United States

Walter McK...

MEMO

006282

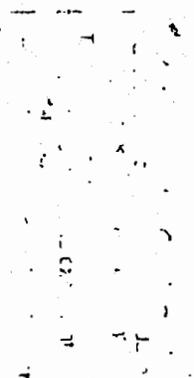
Details on Back
Include CheckLock™ Recipro Check

ENDORSE HERE

BBAT

FOR DEPOSIT ONLY
HOME DETECTIVE CO, INC
OPERATING ACCOUNT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE



SECURITY FEATURES:
• Heat Sensitive Ink
• Chemically Sensitive Paper
• Toner Adhesion
• Protected Against Fraud Arsen
• Microprint
• Security Watermark on Backer
• VOID if torn
• ORIGINAL DOCUMENT

Heat Sensitive Ink

Chemically Sensitive Paper

Toner Adhesion

Protected Against Fraud Arsen

Microprint

Security Watermark on Backer

VOID if torn

REQUEST 0000626012600000 250.00
ROLL ECIA 20150421 000008425315790
JOB ECIA E ACC [REDACTED]
REQUESTOR U221223
13923735 11/06/2015 Research 13925482

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201

CASH ON HAND SECURITY FEATURES LISTED ON BACK AND DATE NO TAMPERING OR COPIING

Loan Servicing Solutions, LLC
433 Plaza Real, Suite 275
Boca Raton, FL 33432-3999

WELLS FARGO BANK, NA
62-086/311

2834

08/25/2014

PAY TO THE ORDER OF NC - DMV

\$ 15.00

Fifteen and 00/100

DOLLARS

NC - DMV
NC DMV
Division of Motor Vehicle
Vehicle Title Office - RTP Unit
3148 Mail Service Center

MEMO A [REDACTED] Alexander

Walter McK...

⑈002834⑈ [REDACTED]

First Citizens Bank
For Deposit only to
account [REDACTED]

ELECTRONICALLY PRESENTED SEQ: 97 D60214 DEP048957

REQUEST 0000626012600000 15.00
ROLL ECIA 20140902 000008527612398
JOB ECIA E ACC [REDACTED]
REQUESTOR U221223
13923735 11/06/2015 Research 13925482

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201



DEPOSIT ACCOUNT RESOLUTION
(Retail and Private Banking Use Only)



ACCOUNT NAME LOAN SERVICING SOLUTION LLC ACCOUNT NUMBER [REDACTED] TIN: 472496935

Check One:

- Corporation / Non-Profit Corporation
- Unincorporated Association / Organization
- Partnership / Limited Liability Partnership
- Non-Profit Organization
- Sole Proprietorship
- Limited Liability Company
 - Disregarded Entity
 - Corporation
 - Partnership

RESOLVED, that Fifth Third Bank ("Bank") is designated a depository of the Company, with full authority to accept deposits made at any time, by any person, and in any form to the credit of this Company in accounts with Bank, in accordance with the written or verbal instructions of the person(s) presenting the funds for deposit or of any document accompanying said deposits and subject to the rules and regulations of Bank.

RESOLVED FURTHER, that Bank is authorized to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds all checks, drafts, and other orders for the payment, transfer and withdrawal of money from any and all accounts maintained by this Company with Bank, including those drawn to the individual order of a signer, when signed, accepted or endorsed by any of the following officers or employees of this Company:

PRINTED OR TYPED NAME

TITLE

SIGNATURE

WILLIAM W MCKIBBIN III

PRESIDENT

[Signature]

KEVIN L. CROWN

[Signature]

RESOLVED FURTHER, that any of the above named officer(s), person(s), member(s), or partner(s) is/are hereby authorized on behalf of this Company to (i) execute the necessary documents to conduct, if applicable, wire transfer services, automated clearing house transactions, electronic data interchange, sweep services, deposit management services, and lockbox services; and (ii) authorize outgoing wire transfer requests and transfer to and from the accounts of this Company using the funds transfer system of the automated clearing house.

RESOLVED FURTHER, that a facsimile signature of any or all of the above-named signers shall constitute the signature of said signer, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed, if such facsimile signature resembles the facsimile specimen(s) (if any) filed with Bank by the secretary or other officer of this Company.

RESOLVED FURTHER, that the Bank is authorized to rely upon the foregoing resolution until receipt by Bank of written notice of any change or revocation.

The undersigned certify(ies) that LOAN SERVICING SOLUTION LLC
(Name of company)

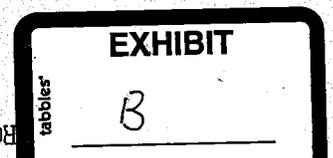
("Company") is the name used in the conduct of an unincorporated business and in order to establish a deposit account in the name of the company, the undersigned adopts these resolutions.

The undersigned agree(s) to notify Bank promptly in writing should any change of ownership occur, should other persons become interested in said business as partners, should the business become incorporated or should the relationship of the undersigned be altered in any manner.

[Signature]
Owner, Partner or Member

12/22/14
Date

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bankcorp. Member FDIC. Equal Housing Lender



SIGNATURE CARD



5/3 BANK, CENTRAL FL

(HEREAFTER REFERRED TO AS "BANK")

Name (Primary Owner) LOAN SERVICING SOLUTION LLC		Account No. [REDACTED]	
Street Address 1000 N WEST ST STE 1200		Type BUS REL SAV	
City and State WILMINGTON DE		Zip 19801	
Home Phone 561-200-3345	Date of Birth 11/22/2014	Mother's Maiden Name	
Employer		Work Phone	
Taxpayer Identification Number 47-2496935		<input type="checkbox"/> NEW <input checked="" type="checkbox"/> ADD <input type="checkbox"/> REPL	
Ownership* CORPORATE	Opened by JAMES BOWEN	BC No. 44398	Date 12/22/2014
*Joint accounts shall be owned as joint tenants with rights of survivorship, not as tenancy by the entirety			
PLEASE CHECK THE APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION:			
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC - Enter tax classification (C=C Corporation, S=S Corporation, P=Partnership) CS <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other <input type="checkbox"/> Non Resident Alien			
THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS AT THE RIGHT.			

TERMS AND CONDITIONS

- The terms and conditions stated herein, together with resolutions or authorizations which accompany this signature card, if applicable, and the Rules, Regulations, Agreements, and Disclosures of Bank constitute the Deposit Agreement ("Agreement") between the individual(s) or entity(ies) named hereon ("Depositor") and the Bank.
- This Agreement incorporates the Rules, Regulations, Agreements, and Disclosures established by Bank from time to time, clearing house rules and regulations, state and federal laws, recognized banking practices and customs, service charges as may be established from time to time and is subject to laws regulating transfers at death and other taxes.
- All signers hereby agree that the above named bank is authorized to act as a depository under the terms and conditions of the Agreement.
- Bank is authorized to recognize the signatures executed hereon in such numbers as indicated, for the withdrawal of funds or transactions of any other business regarding this account until written notice to the contrary is received by Bank.
- In the case of overdraft or overpayment on this account, whether by error, mistake, inadvertence or otherwise, the amount of such overdraft or overpayment shall be immediately paid to the Bank.
- Depositor acknowledges and agrees that Bank, for itself and as agent for any affiliate of Fifth Third Bancorp, is granted a security interest in, and, unless otherwise prohibited by law, may, at any time, set off, against any balance in this account, any debt owed to Bank by any person having the right of withdrawal or any debt owed to Bank by any entity listed under the Account Title. A debt includes, but is not limited to, an obligation owing to Bank, whether now existing or hereafter acquired by Bank whenever payable and without regard to whether arising as maker, drawer, endorser, or guarantor.
- All signers agree to the Terms and Conditions set forth hereon and acknowledge receipt of a copy of the Rules and Regulations, Agreements, and Disclosures of Bank and agree to the terms set forth therein.

Title LOAN SERVICING SOLUTION LLC	Sig.(s) # Req'd	7974065026	
		Non - US Person*	Senior Foreign Official**
KEVIN LEE CRONIN	X <i>Kevin Lee Cronin</i>	Yes No	Yes No
		<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
WILLIAM W MCKIBBIN III	X <i>William W McKibbin III</i>	Yes No	Yes No
		<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
	X	Yes No	Yes No
		<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	X	Yes No	Yes No
		<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Payable on Death Beneficiary	Statement Address 1000 N WEST ST STE 1200 WILMINGTON DE 19801		

USA PATRIOT ACT REQUIREMENTS:

- *1. Are you a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third?
- **2. Are you a Senior Foreign Official of a government branch, military branch, political party, foreign government-owned company, or a close personal or professional associate of one of these

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person.
 - I am exempt from FATCA Reporting.
- Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Sign: *Kevin Lee Cronin* Date: *12/22/14*

Verification - Internal Use Only:

I.D. (Make Copy & File) _____

Run Customer in Qualifile _____

Verify Opening Deposit _____

Reg CC Hold (If Needed) _____

Verify Phone Numbers _____

Verify Address _____

Thank You Card/Follow Up _____



DEPOSIT ACCOUNT RESOLUTION
(Retail and Private Banking Use Only)



ACCOUNT NAME LOAN SERVICING SOLUTION LLC ACCOUNT NUMBER ██████████ 598 TIN: 472496935

Check One:

- Corporation / Non-Profit Corporation
- Unincorporated Association / Organization
- Partnership / Limited Liability Partnership
- Non-Profit Organization
- Sole Proprietorship
- Limited Liability Company
 - Disregarded Entity
 - Corporation
 - Partnership

RESOLVED, that Fifth Third Bank ("Bank") is designated a depository of the Company, with full authority to accept deposits made at any time, by any person, and in any form to the credit of this Company in accounts with Bank, in accordance with the written or verbal instructions of the person(s) presenting the funds for deposit or of any document accompanying said deposits and subject to the rules and regulations of Bank.

RESOLVED FURTHER, that Bank is authorized to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds all checks, drafts, and other orders for the payment, transfer and withdrawal of money from any and all accounts maintained by this Company with Bank, including those drawn to the individual order of a signer, when signed, accepted or endorsed by any of the following officers or employees of this Company:

PRINTED OR TYPED NAME	TITLE	SIGNATURE
<u>WILLIAM W MCKIBBIN III</u>	<u>PRESIDENT</u>	<u></u>
<u>KEVIN L. CROWIN</u>		<u></u>
_____		_____
_____		_____

RESOLVED FURTHER, that any of the above named officer(s), person(s), member(s), or partner(s) is/are hereby authorized on behalf of this Company to (i) execute the necessary documents to conduct, if applicable, wire transfer services, automated clearing house transactions, electronic data interchange, sweep services, deposit management services, and lockbox services; and (ii) authorize outgoing wire transfer requests and transfer to and from the accounts of this Company using the funds transfer system of the automated clearing house.

RESOLVED FURTHER, that a facsimile signature of any or all of the above-named signers shall constitute the signature of said signer, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed, if such facsimile signature resembles the facsimile specimen(s) (if any) filed with Bank by the secretary or other officer of this Company.

RESOLVED FURTHER, that the Bank is authorized to rely upon the foregoing resolution until receipt by Bank of written notice of any change or revocation.

The undersigned certify(ies) that LOAN SERVICING SOLUTION LLC
(Name of company)

("Company") is the name used in the conduct of an unincorporated business and in order to establish a deposit account in the name of the company, the undersigned adopts these resolutions.

The undersigned agree(s) to notify Bank promptly in writing should any change of ownership occur, should other persons become interested in said business as partners, should the business become incorporated or should the relationship of the undersigned be altered in any manner.

<u></u>	<u>12/22/14</u>
Owner, Partner or Member	Date

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bankcorp. Member FDIC. Equal Housing Lender

Revised 11-2013

SIGNATURE CARD



5/3 BANK, CENTRAL FL
(HEREAFTER REFERRED TO AS "BANK")



Name (Primary Owner) LOAN SERVICING SOLUTION LLC		Account No. [REDACTED]	
Street Address 1000 N WEST ST STE 1200		Type BUS ELITE CK	
City and State WILMINGTON DE		Zip 19801	
Home Phone 561-200-3345	Date of Birth 11/22/2014	Mother's Maiden Name	
Employer		Work Phone	
Taxpayer Identification Number 47-2496935		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADD <input type="checkbox"/> REPL	
Ownership* CORPORATE	Opened by JAMES BOWEN	BC No. 44398	Date 12/22/2014
*Joint accounts shall be owned as joint tenants with rights of survivorship, not as tenancy by the entireties			
PLEASE CHECK THE APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION:			
<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Trust/Estate	<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> LLC - Enter tax classification (C=C Corporation, S=S Corporation, P=Partnership)	<input checked="" type="checkbox"/> S		
<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Other	<input type="checkbox"/> Non Resident Alien
THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS AT THE RIGHT.			

TERMS AND CONDITIONS

- The terms and conditions stated herein, together with resolutions or authorizations which accompany this signature card, if applicable, and the Rules, Regulations, Agreements, and Disclosures of Bank constitute the Deposit Agreement ("Agreement") between the individual(s) or entity(ies) named hereon ("Depositor") and the Bank.
- This Agreement incorporates the Rules, Regulations, Agreements, and Disclosures established by Bank from time to time, clearing house rules and regulations, state and federal laws, recognized banking practices and customs, service charges as may be established from time to time and is subject to laws regulating transfers at death and other taxes.
- All signers hereby agree that the above named bank is authorized to act as a depository under the terms and conditions of the Agreement.
- Bank is authorized to recognize the signatures executed hereon in such numbers as indicated, for the withdrawal of funds or transactions of any other business regarding this account until written notice to the contrary is received by Bank.
- In the case of overdraft or overpayment on this account, whether by error, mistake, inadvertence or otherwise, the amount of such overdraft or overpayment shall be immediately paid to the Bank.
- Depositor acknowledges and agrees that Bank, for itself and as agent for any affiliate of Fifth Third Bancorp, is granted a security interest in, and, unless otherwise prohibited by law, may, at any time, set off, against any balance in this account, any debt owed to Bank by any person having the right of withdrawal or any debt owed to Bank by any entity listed under the Account Title. A debt includes, but is not limited to, an obligation owing to Bank, whether now existing or hereafter acquired by Bank whenever payable and without regard to whether arising as maker, drawer, endorser, or guarantor.
- All signers agree to the Terms and Conditions set forth hereon and acknowledge receipt of a copy of the Rules and Regulations, Agreements, and Disclosures of Bank and agree to the terms set forth therein.

Title LOAN SERVICING SOLUTION LLC	Sig.(s) # Req'd	7442090598			
		Non - US Person*		Senior Foreign Official**	
KEVIN LEE CRONIN	<input checked="" type="checkbox"/>	Yes	No	Yes	No
<i>Kevin L. Cronin</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WILLIAM W MCKIBBIN III	<input checked="" type="checkbox"/>	Yes	No	Yes	No
<i>William W. McKibbin III</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X		Yes	No	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
X		Yes	No	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payable on Death Beneficiary	Statement Address 1000 N WEST ST STE 1200 WILMINGTON DE 19801				

USA PATRIOT ACT REQUIREMENTS:

*1. Are you a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third?
**2. Are you a Senior Foreign Official of a government branch, military branch, political party, foreign government-owned company, or a close personal or professional associate of one of these

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person.
- I am exempt from FATCA Reporting.

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Sign: *Kevin L. Cronin* Date: 12/22/14

Verification - Internal Use Only:

I.D. (Make Copy & File) _____

Run Customer in Qualifile _____

Verify Opening Deposit _____

Reg CC Hold (If Needed) _____

Verify Phone Numbers _____

Verify Address _____

Thank You Card/Follow Up _____

Business Account Application



Bank Name: WELLS FARGO BANK, N.A.	Store Name: TENTH & SHIPLEY		
Banker Name: ANGELA LASHKARI	Officer/Portfolio Number: A4945	Date: 01/02/2014	
Banker Phone: 302/622-3350	Store Number: 07354	Banker AU: 0066041	Banker MAC: Y5008-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

- New Deposit Account(s) Only New Deposit Account(s) and Business Credit Card

Account 1 Product Name:

Gold Business Services Package

COID:	Product:	Account Number:	Opening Deposit:	Type of Funds:
222	DDA	██████████80	\$100.00	INTX

Account 2 Product Name:

Business Market Rate Savings

COID:	Product:	Account Number:	Opening Deposit:	Type of Funds:
222	DDA	██████████09	\$0.00	CKS

New Account Kit:

20131007-0000630390

Related Customer Information

Customer 1 Name: LOAN SERVICING SOLUTIONS LLC	Account Relationship: Sole Owner
--	-------------------------------------

Enterprise Customer Number (ECN):

297592121703219

Customer 2 Name: WILLIAM MCKIBBIN III	Account Relationship: Signer
--	---------------------------------

Enterprise Customer Number (ECN):

233601241616310

Manual Submission Instructions:

Fax all pages of the signed form to Business Direct at 1-888-371-1046 before submitting to Deposit Operations

Scanner Enabled Stores should ONLY scan



Customer 3 Name:

KEVIN CRONIN

Account Relationship:

Signer

Enterprise Customer Number (ECN):

171491341616312

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement: LOAN SERVICING SOLUTIONS LLC	Statement Mailing Address: 433 PLAZA REAL	
	Address Line 2: SUITE 275	
	City: BOCA RATON	State: FL
	ZIP/Postal Code: 33432-3932	Country: US

Manual Submission Instructions:

Fax all pages of the signed form to
Business Direct at 1-888-371-1046
before submitting to Deposit
Operations

Scanner Enabled Stores should ONLY scan



Owner/Key Individual 1 Information

Customer Name: WILLIAM MCKIBBIN III			Residence Address: 7705 SOLIMAR CIR		
Position/Title: ceo	Date of Birth: 06/07/1980	Enterprise Customer Number (ECN): 233601241616310	Address Line 2:		
Taxpayer Identification Number (TIN): 003-74-2894			Address Line 3:		
TIN Type: SSN					
Primary ID Type: DLIC	Primary ID Description: T61265581		City: BOCA RATON	State: FL	
Primary ID St/Ctry/Prov: VA	Primary ID Issue Date: 05/23/1980	Primary ID Expiration Date: 06/07/2018	ZIP/Postal Code: 33433-1038	Country: US	
Secondary ID Type: OTHR	Secondary ID Description: SSN CARD [REDACTED]		Check Reporting: NO RECORD		
Secondary ID State/Country:			Secondary ID Issue Date:		
			Secondary ID Expiration Date:		
Country of Citizenship: US					

Owner/Key Individual 2 Information

Customer Name: KEVIN CRONIN			Residence Address: 3645 DORRIT AVE		
Position/Title: ceo	Date of Birth: 05/18/1966	Enterprise Customer Number (ECN): 171491341616312	Address Line 2:		
Taxpayer Identification Number (TIN): 592-05-1754			Address Line 3:		
TIN Type: SSN					
Primary ID Type: NDLC	Primary ID Description: C655-512-66-178-0		City: BOYNTON BEACH	State: FL	
Primary ID St/Ctry/Prov: FL	Primary ID Issue Date: 04/05/2011	Primary ID Expiration Date: 05/18/2020	ZIP/Postal Code: 33436-2741	Country: US	
Secondary ID Type: OTHR	Secondary ID Description: SSN CARD [REDACTED]		Check Reporting: NO RECORD		
Secondary ID State/Country:			Secondary ID Issue Date:		
			Secondary ID Expiration Date:		
Country of Citizenship: US					

Manual Submission Instructions:

Fax all pages of the signed form to
Business Direct at 1-888-371-1046
before submitting to Deposit
Operations

Scanner Enabled Stores should ONLY scan



Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

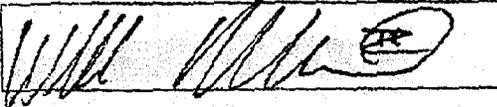
- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends).
- 3. I am a U.S. citizen or other U.S. person. I am subject to backup withholding I am exempt from backup withholding

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Tax Responsible Customer Name:
LOAN SERVICING SOLUTIONS LLC

Taxpayer Identification Number (TIN):
98-1086890

TIN Certification Signature:

X 

- Submit manually
- Signature not required

Date:

Authorized Signers - Signature Capture

Authorized Signer 1 Name
WILLIAM MCKIBBIN III

Position/Title:
ceo

Authorized Signer 1 Signature

X 

- Submit manually
- Signature not required

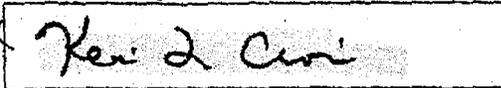
Date:

01/02/2014

Authorized Signer 2 Name
KEVIN CRONIN

Position/Title:
CEO

Authorized Signer 2 Signature

X 

- Submit manually
- Signature not required

Date:

01/02/2014

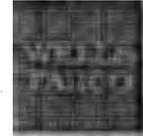
Manual Submission Instructions:

Fax all pages of the signed form to Business Direct at 1-888-371-1046 before submitting to Deposit Operations

Scanner Enabled Stores should ONLY scan



Account number: [REDACTED] 80 ■ June 1, 2014 - June 30, 2014 ■ Page 9 of 15

**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/24	1749	Check		12.20	
6/24	1960	Check		10.00	
6/24	1949	Check		10.00	165,900.30
6/25		WT Fed#00761 Compass Bank /Org=Fis Data Corporation Srf# 140625103604H300 Trn#140625061586 Rfb#	23,774.66		
6/25		WT Seq#86214 Rene T Paris /Org= Srf# 0009516176564182 Trn#140625086214 Rfb#	3,489.28		
6/25		North Carolina Payments Sovereign Sovereign Lending Sol	1,471.25		
6/25		Wire Trans Svc Charge - Sequence: 140625061586 Srf# 140625103604H300 Trn#140625061586 Rfb#		15.00	
6/25		Wire Trans Svc Charge - Sequence: 140625086214 Srf# 0009516176564182 Trn#140625086214 Rfb#		15.00	
6/25	1947	Check		325.00	
6/25	1904	Check		77.25	
6/25	1903	Check		77.25	
6/25	1852	Check		20.00	
6/25	1851	Check		15.00	
6/25	1873	Check		15.00	
6/25	1889	Check		15.00	
6/25	1833	Check		12.20	
6/25	1972	Check		7.00	194,041.79
6/26		Deposit	29,086.54		
6/26		Denver Payments Sovereign Sovereign Lending Sol	19,237.75		
6/26		Portland Payments Sovereign Sovereign Lending Sol	7,652.30		
6/26		Deposit	2,907.03		
6/26		Ohio Payments Sovereign Sovereign Lending Sol	2,427.70		
6/26		WT Fed#00614 Compass Bank /Org=Fis Data Corporation Srf# 140626095041H300 Trn#140626051486 Rfb#	2,376.01		
6/26		Philadelphia Payments Sovereign Sovereign Lending Sol	835.00		
6/26		WT Fed#01405 Jpmorgan Chase Ban /Org=Martin P Fitzpatrick Srf# 3085800177Es Trn#140626021695 Rfb# Dod of 14/06/26	362.64		
6/26		Balt-Washington Payments Sovereign Sovereign Lending Sol	280.00		
6/26		NY Metro Skyline Payments Sovereign Sale 21 Proceeds	255.50		
6/26		Return Item Charge - Paper MN 140626		400.00	
6/26		Cashed/Deposited Item Retn Unpaid Fee		12.00	
6/26		Wire Trans Svc Charge - Sequence: 140626021695 Srf# 3085800177Es Trn#140626021695 Rfb# Dod of 14/06/26		15.00	
6/26		Wire Trans Svc Charge - Sequence: 140626051486 Srf# 140626095041H300 Trn#140626051486 Rfb#		15.00	
6/26		Chase Epay 140625 1896923574 Kevin L Cronin		9,030.18	
6/26		Amex Epayment ACH Pmt 140626 W0174 Kevin Cronin		4,294.37	
6/26	1728	Check		77.00	
6/26	1697	Check		77.00	
6/26	1627	Check		45.00	
6/26	1915	Check		45.00	
6/26	1654	Check		45.00	
6/26	1916	Check		45.00	
6/26	1828	Check		45.00	
6/26	1626	Check		45.00	
6/26	1921	Check		25.00	
6/26	1876	Check		15.00	
6/26	1910	Check		15.00	
6/26	1875	Check		15.00	
6/26	1842	Check		12.20	
6/26	1843	Check		12.20	
6/26	2005	Check		12.20	
6/26	1937	Check		12.00	
6/26	1918	Check		10.00	
6/26	1917	Check		10.00	245,133.11
6/27		So Seattle Payments Sovereign Sovereign Lending Sol	7,920.00		
6/27		Pittsburgh Payments Sovereign Sovereign Lending Sol	3,682.50		



LOAN SERVICING SOLUTIONS LLC
433 PLAZA REAL STE 275
BOCA RATON, FL 33432-3999

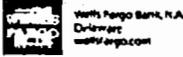
1004

62-88/311 7354
1963884380

DATE 28 FEB 2014

PAY TO THE ORDER OF Global servicing Sec2 Ltd. \$ 175,000.00

One hundred seventy five thousand 00/100 DOLLARS



Kai J. Crain

FOR

⑈0000001004⑈

Pay to the Order of the Bank of the
BUTTERFIELD BANK (CAYMAN) LIMITED
No. 2



Handwritten signature/initials

REQUEST 00006260126000000 175000.00
ROLL ECIA 20140303 000008723042148
JOB ECIA E ACCT [REDACTED]
REQUESTOR U221223
13923735 11/06/2015 Research 13925482

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201

LOAN SERVICING SOLUTIONS LLC
433 PLAZA REAL STE 275
BOCA RATON, FL 33432-3999

1023

62-86/311 7354
1963884380

DATE 4/14/15

PAY TO THE ORDER OF United STATES TREASURY

\$ 4,000.00

Four thousand

00/100

DOLLARS  Security Features. Details on Back.



Wells Fargo Bank, N.A.
Delaware
wellsfargo.com

FOR WILLIAM MCKINNON 10705 [REDACTED] 2894

Jan. J. Covi

⑈0000001023⑈

⑈0000400000⑈

75 220 120 02306 5 003742894
MCKI 30 201512 041515

REQUEST 0000626012600000 4000.00
ROLL ECIA 20150501 000008426568716
JOB ECIA E ACC [REDACTED]
REQUESTOR U221223
13923735 11/06/2015 Research 13925482

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201

LOAN SERVICING SOLUTIONS LLC

433 PLAZA REAL STE 275
BOCA RATON, FL 33432-3999

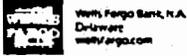
1004

02-05/311 7354
1963884380

DATE 28 FEB 2014

PAY TO THE ORDER OF Global servicing Sec2 Ltd. \$ 175,000.00

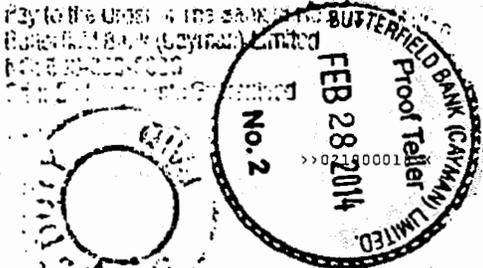
One hundred seventy five thousand 00/100 DOLLARS



Kai J. Cron

FOR

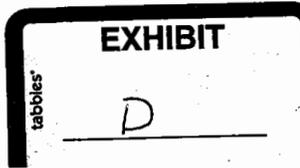
⑈0000001004⑈



AK # 1430087

REQUEST 0000626012600000 175000.00
ROLL ECIA 20140303 000008723042148
JOB ECIA E ACCT [REDACTED]
REQUESTOR U221223
13923735 11/06/2015 Research 13925482

Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201





STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO: _____

STATE OF NORTH CAROLINA,)
ex rel. Roy Cooper, Attorney General,)
)
Plaintiff,)
)
v.)
)
LIQUIDATION, LLC;)
LOAN SERVICING SOLUTION, LLC;)
SERVICING COMPANY DE, LLC;)
WILLIAM WALTER MCKIBBIN, III;)
KEVIN LEE CRONIN;)
MARK EDWARD WEINER; and)
BOBBY JOE MCKIBBIN; individually)
and collectively d/b/a AUTOLOANS, LLC;)
CAR LOAN, LLC; and SOVEREIGN)
LENDING SOLUTIONS, LLC; and)
Other unnamed individuals and entities;)
)
Defendants;)
_____)

And)
)
NORTH CAROLINA DIVISION OF)
MOTOR VEHICLES;)
)
Nominal Defendant only, named)
solely for purposes of injunctive)
relief.)
_____)

AFFIDAVIT OF JENNIFER L. SUGAR

Jennifer L. Sugar, being first duly sworn, states as follows:

1. I am a Paralegal with the Consumer Protection Division of the North Carolina Attorney General’s Office (“AGO”). I have been with the AGO since October 2014. Prior to that I was employed by the Office of Staff Counsel at the North Carolina Court of Appeals from

2011 to 2014, and before that was a Program Assistant in the Environmental Division of the AGO from 2007 to 2011.

2. I was the paralegal assigned to this case, and I have personal knowledge of the information contained in this affidavit. I have reviewed the civil complaint filed by the Attorney General on behalf of the State of North Carolina (“the State”) in the above-captioned matter. As further described below, based on my investigation, I have probable cause to believe that the factual allegations made in the State’s Complaint are true.

3. During the AGO’s investigation of Defendants’ activities, our office reviewed title records, including liens filed by Defendants with the North Carolina Department of Motor Vehicles (“NC-DMV”). The AGO issued a Civil Investigative Demand (“CID”) to Diversified Vehicle Services, Inc. (“DVS”), a company that provides auto title processing services. DVS’s records showed that Defendants assigned North Carolina consumers’ vehicle titles to Defendant Liquidation, LLC; and then forwarded the titles to DVS together with a power of attorney to allow DVS to submit the titles to the Indiana Bureau of Motor Vehicles for retitling in the State of Indiana in the name of Liquidation, LLC. Defendants submitted copies of at least 141 loan contracts with North Carolina consumers to DVS.

4. In addition, the AGO issued a CID for the records of Recovery Database Network, Inc. (“RDN”), which provides, among other services, an online platform through which auto lien holders can connect with collection agents or repossession companies throughout the country. The Defendants previously had two contracts with RDN, each of which listed one of Defendants’ aliases – “Auto Loans, LLC” and “Car Loan, LLC” – as the contracting party. RDN’s records show that Defendants repossessed or attempted to repossess at least 187 vehicles belonging to North Carolina consumers through the services of RDN.

5. The records of NC-DMV, DVS, and RDN show that, since December 2011, Defendants have made at least 700 auto vehicle loans to North Carolina consumers, which Defendants secured through liens on the consumers’ vehicle titles.

6. Based upon my review of the 141 loan contracts Defendants submitted to DVS, together with the records of NC-DMV and RDN, I have determined the following:

- a.** The loan contracts are form contracts, and the language of Defendants’ loan contracts are virtually identical.
- b.** The loan amounts of loans made to North Carolina consumers range from a low of \$800 to a high of \$7,000, with the average loan amount being \$1,669.16 (excluding an outlier of \$16,950).
- c.** The interest rates on Defendants’ loans made to North Carolina consumers range from annual percentage rates (“APRs”) of 161.19% to 571.28%, with the average APR being 257.09%.
- d.** With the exception of 22 loans made prior to July 2012, which required a shorter repayment period, the repayment period for the loans is twelve (12) months. The first eleven months are interest-only payments, with a final balloon payment due

in the twelfth month that equals the original loan amount plus interest and a processing fee.

- e. All of the loan contracts provide that Defendants are not required to account to the consumer for any surplus realized by Defendants upon repossession and resale of the vehicle, as all of the contracts provide: “Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to value of the Pawned Motor Vehicle.”
- f. To date, Defendants have repossessed at least 106 vehicles belonging to North Carolina consumers and have retitled at least an additional 82 vehicles. Records also show that Defendants have attempted to repossess at least an additional 81 vehicles, although it is unclear how many of these attempts were successful.

Attached as **Exhibit A** are examples of two of Defendants’ loan contracts issued to two North Carolina consumers by Defendants, one in the name of Sovereign Lending Solutions, LLC and the other in the name of Auto Loans, LLC, which illustrate the above.

7. Defendants falsely represented to RDN that Auto Loans, LLC and Car Loan, LLC were financial institutions registered to do business in Nevada, and had a physical address at 6170 W. Lake Mead Boulevard, #44573, Las Vegas, NV 89108. In fact, Defendants are not registered to do business in Nevada under the name Auto Loans, LLC or Car Loan, LLC – or any other name – and have no known physical place of business in Nevada. Instead the Lake Mead Boulevard address was, at the time Defendants used the address, a UPS store.

8. The AGO has investigated or researched all known addresses held out by Defendants as being their physical business addresses, including addresses used by Defendants in contracts with North Carolina consumers; addresses provided by Defendants to consumers for making payments; addresses provided by Defendants to NC-DMV, DVS, and RDN for title purposes; and addresses provided by Defendants to financial institutions where Defendants opened bank accounts and those that are printed on checks issued by Defendants. As part of the AGO’s investigation, our office issued CIDs to UPS stores, mail forwarding services, and property management companies.

9. Based upon the AGO’s investigation, including research I have conducted on the internet, phone calls I have made to businesses, and documents I have reviewed in response to our office’s CIDs, the vast majority of the addresses used by Defendants are virtual office locations, mail drops, mail forwarding services, and post office boxes; and Defendants are not physically located at any of the addresses. The following is a list of Defendants’ business addresses that fit into the foregoing categories:

- a. 2028 East Ben White Blvd., Suite 240, Austin, TX 78741 – Scan Mailboxes Solutions;
- b. 500 Westover Dr., Sanford, NC 27330 – Traveling Mailbox;
- c. 1930 Village Center Circle, Las Vegas, NV 89134 – UPS Store box rented by Traveling Mailbox;

- d. 6170 W. Lake Mead Blvd., Las Vegas, NV 89108 – UPS Store box rented by Traveling Mailbox (location closed, moved customers to Village Center);
- e. 1321 Upland Dr., Houston, TX 77043 – US Global Mail;
- f. 340 S. Lemon Ave. #4562, Walnut, CA 91789 – Virtual Post Mail;
- g. 101 W. Ohio St., Suite 2000B, Indianapolis, IN 46204 – Amerimar Business Centers leased by Northwest Registered Agent;
- h. 9435 Waterstone Blvd., Suite 140, Cincinnati, OH 45249 – Intelligent Office;
- i. 433 Plaza Real, Suite 275, Boca Raton, FL 33432 – Regus;
- j. 1000 N. West St., Suite 1200, Wilmington, DE 19801 – Regus;
- k. 1701 S. Federal Highway, Boca Raton, FL 33431 – FedEx Office;
- l. 2501 N. Federal Highway, Boca Raton, FL 33431 – FedEx Office;
- m. 1332 NW 3rd St., Deerfield Beach, FL, 33442 – UPS Customer Center;
- n. P.O. Box 477, Boca Raton, FL 33427;
- o. P.O. Box 249, Pow Wow Trail, Watersmeet, MI 49969; and
- p. P.O. Box 698, Pow Wow Trail, Watersmeet, MI 49969.

Attached as **Exhibit B** are examples of some of the documents provided in response to our office's CIDs, including NC-DMV Customer Search lists, United States Postal Service Application for Delivery of Mail Through Agent forms, and information from websites revealing that the above addresses are not actual physical locations of Defendants.

10. The following are addresses that have been used by Defendants that, in fact, belong to other businesses, and, contrary to Defendants' representations, are not Defendants' addresses:

- a. 1100 New Bern Ave., Raleigh, NC 27697 – NC-DMV;
- b. ANZ House, Main Road, Rarotonga, Cook Islands – Southpac Trust; and
- c. P.O. Box 11, Rarotonga, Cook Islands – Southpac Trust.

Attached as **Exhibit C** are examples of some of the documents provided in response to our office's CIDs and information from websites revealing that the above addresses are not addresses of Defendants.

11. Southpac Trust is listed as Liquidation, LLC's Registered Agent in the Cook Islands on the Certificate of Current Status submitted to the Indiana Secretary of State. Attached

as **Exhibit D** are the Certificate of Current Status and the page from Southpac Trust's website explaining the advantages of registering a Limited Liability Company in the Cook Islands.

12. Based on the AGO's investigation, including telephone conversations between the undersigned and leasing agents and documents produced in response to CIDs, the AGO has reason to believe Defendants have had actual physical offices at the following locations:

- a. 500 NE Spanish River Blvd., Suite 15, Boca Raton, FL 33431; and
- b. 951 Yamato Road, Suite 104, Boca Raton, FL 33431.

Attached as **Exhibit E** are examples of some of the documents provided in response to our office's CIDs indicating Defendants' actual prior presence at these locations.

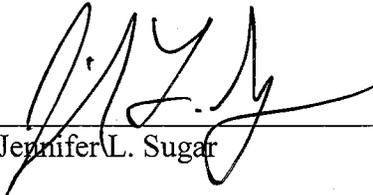
13. The location of Defendants' actual current place of business is unknown to the AGO. The AGO is continuing to make efforts to determine Defendants' actual business location. Based upon all of the information the AGO has received and reviewed to date, including copies of recent checks to Defendants' employees which show employees' home addresses as being in or around Boca Raton, Florida, it is very likely that Defendants' current physical place of business is in or around Boca Raton, Florida.

14. Based on the AGO's investigation, Defendants have used various business names interchangeably to conduct their auto title lending business. The following are names the AGO has found that Defendants have used:

- a. Liquidation, LLC;
- b. AutoLoans, LLC;
- c. Loan Servicing Solution, LLC;
- d. Sovereign Lending Solutions, LLC;
- e. Car Loans, LLC;
- f. Title Loan America;
- g. RS Financial Services;
- h. Management Solutions, LLC; and
- i. Servicing Company DE, LLC.

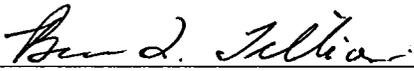
Attached as **Exhibit F**, along with the information in **Exhibit B**, are exemplar documents showing some of the business names that Defendants have used and demonstrating that they are all a part of the same enterprise. For example, an email from Mark Weiner to a virtual office stating that Defendants are doing business as Sovereign Lending Solutions, LLC, Loan Servicing Solutions, LLC, Title Loan America, and RS Financial.

15. During the AGO's investigation into the business addresses used by Defendants, a CID was sent to Scan Mailboxes Solutions in Austin, Texas. Among the documents produced was a copy of an envelope showing business correspondence from First Internet Bank to Servicing Company DE, LLC dated February 11, 2016. Based upon this evidence of business correspondence, the AGO has reason to believe that Servicing Company DE, LLC has a business depository account at First Internet Bank. A copy of the envelope evidencing such correspondence is attached as Exhibit G.

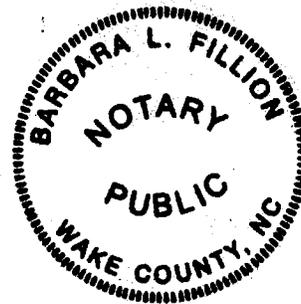

Jennifer L. Sugar 4/21/16
Date

Sworn to and subscribed before me

This the 21st day of April, 2016


Notary Public

My Commission Expires: 3/31/2020



Pawn Ticket and Agreement

Sovereign Lending Solutions, LLC
 P.O. Box 249, Pow Wow Trail
 Watersmeet, Michigan 49969

Consumer (Name, Address, City, State, Zip, telephone):

I M
 [REDACTED]

Cary, North Carolina 27513
 [REDACTED]

TRUTH - IN - LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
247.72%	\$4,258.00	\$1,650.00	\$5,908.00

Payment Schedule

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
11	\$346.50	Every 30 days, beginning 30 days from the date of funding
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
1	\$2,096.50	360 days from the date of funding

Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. Prepayment: If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. Late charge: There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.

Itemization of the Amount Financed:

Amount given to you directly:	\$1,650.00
Amount paid on our prior loan to you:	\$0.00
Amount paid to for	\$0.00
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00
Equals "Principal Amount" of your loan:	\$1,750.00
Less Prepaid Finance Charge:	\$100.00
Equals Amount Financed:	\$1,650.00

Description of Pawned Motor Vehicle

VIN: 1J4FF48SX1L614831
 Year: 2001
 Make/Model/Series: Jeep Cherokee Sport 4D Utility 4WD

**THIS IS A TRUE CERTIFIED
 COPY OF THE ORIGINAL**

Toni Cook

Definitions: In this Pawn Ticket and Agreement ("Pawn Agreement"), we, our, us, and Enterprise mean Sovereign Lending Solutions, LLC, P.O. Box 249, Pow Wow Trail, Watersmeet, Michigan 49969. Enterprise is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieu Desert Band of Lake Superior Chippewa (the 'Tribe'). You, your, or consumer mean the borrower under this Pawn Agreement.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Enterprise your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawned Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Enterprise's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Enterprise and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Enterprise is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as an secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Enterprise does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Enterprise may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Enterprise in that condition.

EXHIBIT

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Your payment schedule and right to redeem the Pledged Motor Vehicle: You may redeem the Pledged Motor Vehicle by paying to Enterprise the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable), in accordance with the due dates shown in the Payment Schedule above. Upon satisfactory completion of your redemption payment of all amounts owed in good and collected funds, Enterprise upon request will release the certificate of title to the Pledged Motor Vehicle to you.

Payments to Enterprise: You must pay Enterprise by (a) ACH debit to your designated depository account, (b) money order, wire transfer or cashier's check delivered to Enterprise at P.O. Box 249, Pow Wow Trail Watersmeet, Michigan 49969, or (c) such other method that we may authorize in writing from time to time. Before releasing the certificate of title or releasing any other rights, especially with respect to any redemption after repossession, Enterprise may require that payment be made in good and collected funds by money order, wire transfer or cashier's check.

Renewal Policy: While we are not legally required to do so, we may allow you to renew on the same terms unless you advise us in advance that you plan to pay in full on the final-payment due date. Any renewal is not binding on us unless you satisfy our conditions to renew (e.g., paying accrued charges) and we provide you with written confirmation of renewal. To avoid any misunderstandings, you may not assume that your transaction has been renewed unless you have received written confirmation from Enterprise.

Delivery of Pledged Motor Vehicle: If you do not wish to redeem, then you must advise us in writing before the loans' final-payment due date and immediately deliver the Pledged Motor Vehicle to Enterprise, in its current condition, reasonable wear and tear excepted, at the address for Enterprise listed above or at another address Enterprise may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pledged Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Enterprise.

Notice of Expiration of Right to Redeem: Enterprise may provide consumer with written notice of consumer's right, if any, to redeem the Pledged Motor Vehicle at any time within 10 calendar days from the date of repossession. Enterprise may not permit redemption by Consumer. If redemption is permitted a redemption fee equal the greater of 10% of the principal loan amount or \$500.00 will be assessed. This fee does not include any repossession fee or associated fees you may be required to pay.

Interest accrual: Interest accrues daily, both prematurity and post-maturity, on amounts due and owing at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) until paid, subject to legal limits, if any. Interest accrues daily based upon when payments are received. This means the amount of accrued interest may be different from the amounts shown in the Payment Schedule above since the Payment Schedule above assumes that payments are made on the scheduled due dates. If you pay early, the amount of accrued interest may be less. If you pay late, the amount of accrued interest may be greater. Any adjustments based your actual payment history will be made in the amount of the final payment.

Allocation of payments: Payments are applied first to the accrued interest, next to any late charges or returned item fees, and finally to principal. Any partial prepayments will be applied to amounts owing in inverse order of maturity, which means that partial prepayments do not alter the timing or amount of scheduled payments but might cause an adjustment to the amount of the final payment. Any partial prepayments will not allow you to skip scheduled payments.

Late charges: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge you a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Enterprise.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pledged Motor Vehicle; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) consumer is at least 18 years of age; (4) the Pledged Motor Vehicle is not stolen, and, except for the interests in Enterprise's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pledged Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pledged Motor Vehicle will not be moved from consumer's state of residence except for personal travel not to exceed 15 days; (7) until such time that all amounts due under this Pawn Agreement are fully repaid, consumer will not attempt to seek a duplicate title to Pledged Motor Vehicle; and (8) consumer has fully disclosed to Enterprise all information regarding the current condition of the Pledged Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Enterprise will be named as an additional loss-payee with respect to any collision or property damage insurance with respect to the Motor Vehicle; and (c) at Enterprise's request, Enterprise may obtain at consumer's expense such additional insurance, if any, as Enterprise may request from time to time to protect Enterprise's interests.

Notices: Any notice that Enterprise is required to provide under this Pawn Agreement or applicable law will be declared reasonable if sent to consumer at the most current mail address or email address, or text message address on Enterprise's books and records. Any notice the consumer provides to Enterprise must be sent to Enterprise at its address indicated above, Attention: Consumer Complaint Department, or such other address as Enterprise may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any redemption payment when due or fails to perform any other requirements under this Pawn Agreement; (2) consumer fails to deliver the Pledged Motor Vehicle when required under the terms of the Pawn Agreement; (3) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (4) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; (5) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account; or (6) Enterprise deems itself insecure.

Enterprise's rights in the event of default: Upon the occurrence of any event of default, Enterprise may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance,

less any unearned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawns pursuant to judicial process or without judicial process, or require consumer to return the Pawns Motor Vehicle to Enterprise at the address listed above or at another address Enterprise may designate; and (c) exercise all other applicable rights, powers and remedies. Enterprise shall not be required to account to consumer for any surplus, if any, recovered by Enterprise related to value of the Pawns Motor Vehicle.

Costs and expenses: Enterprise may recover from consumer reasonable attorneys' fees, legal expenses, and all other lawfully permitted costs incurred or paid in protecting and recovering possession of the Pawns Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Enterprise until paid, subject to legal limits, if any.

Notice and Waivers: Except for notices provided in this Pawn Agreement, consumer, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, consumer, and others responsible, also agree: Enterprise may waive or delay enforcing Enterprise's rights without losing them; Enterprise is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Enterprise may renew, refinance, or rearrange a transaction one or more times without consent; Enterprise may release or modify any person's liability without changing the liability of others; Enterprise may substitute, exchange or release the collateral; Enterprise may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawns Motor Vehicle is not redeemed, the Pawns Motor Vehicle and any payments made by you shall automatically be forfeited to Enterprise, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Enterprise. Enterprise shall not be required to account for any surplus, if any, recovered by Enterprise related to value of the Pawns Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawns Motor Vehicle versus the amounts owed provided you deliver the Pawns Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawns Motor Vehicle in its current condition, reasonable wear and tear excepted. Enterprise may make adjustments to the amounts you are required to pay if the Pawns Motor Vehicle is not delivered to or recovered by Enterprise in that condition. Also, any limits on your liability under this 'limited recourse' provision do not apply in the event of any fraud or other misconduct on your part, including, without limitation, your creating or not disclosing additional liens, or intentionally concealing or damaging the Pawns Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawns Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawns Motor Vehicle may be equipped with a GPS Device (Device). The Device is designed to ensure that you make payments on time as required by the Pawn Agreement. The Device includes a GPS (global positioning system) tracking unit that can determine at any time where your vehicle is located. The Enterprise or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Enterprise or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawns Motor Vehicle as allowed. You understand that the Device is the property of the Enterprise or its designated assignee. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under your Pawn Agreement and will be liable for the cost to replace the device. You understand that the Device must be returned to the Enterprise upon repayment of loan in full and that the lien will not be released on your title until it is received or until you pay the replacement cost. You understand that only the Enterprise or its authorized representatives are permitted to perform maintenance on the Device or any of its components should it be required. You agree to make the vehicle available to the Enterprise or its representatives, during their normal business hours. You understand that the Enterprise shall have full responsibility for the cost of all repairs to the device, except for repairs caused by your tampering with, altering, disconnecting or removing the device.

Enterprise authority: Consumer authorizes Enterprise to: (1) call or otherwise communicate with consumer during reasonable hours at home or work to remind consumer when my payment is due; and (2) communicate with consumer in the event of default on the transaction as allowed by law including calling consumer, communicating with consumer in writing or via email or text messaging, or communicating with consumer's personal contacts whom consumer identified in consumer's application to acquire location information.

Consent to Enterprise Communications: To electronically receive, view and save electronic communications from us, you must have an e-mail address, a smart phone, PDA or other device that can receive text messages or a telephone that is capable of recording our voice mail message to you. In connection with our communications with you, you acknowledge that you have that capability and you agree that we are authorized to send email, text messages, and voice mail to you, including using an automated voice and text message system, at the telephone numbers or email addresses you have provided to us. You have the option to receive any information that we have provided electronically in paper form at no cost to you. Your carrier may charge you for text messages and we are not responsible for those charges. You understand that we are not responsible for making a communication to an authorized address or phone number that is (1) retrieved by anyone other than you that you have permitted access to such address or phone number, (2) deleted by you or anyone else with access to your systems prior to retrieving the full message, or (3) unintelligible as a result of any equipment or systems of yours or your carrier. You may opt out of this consent at any time by providing us written notice to Enterprise at its address indicated above, Attention: Opt Out Department, or by email to Enterprise at customerservice@titleloanamerica.com and putting in the subject line of the e-mail the words OPT-OUT, or by written communication to such other address as Enterprise may designate in writing from time to time. Your notice must include your name and each account number that you no longer wish to receive text or voice mail messages. To the extent permitted by law, your right to opt out does not apply to communications regarding your account or transactions you make with us.

Assignment: We may assign or transfer any or all of our rights, title and interest under this Pawn Agreement at our discretion. You agree that an assignee shall have the same rights and privileges as Enterprise. You may not assign your rights under this Pawn Agreement without our written consent.

Preservation of Sovereign Immunity: It is the express intention of the Tribe and Enterprise as a tribal enterprise fully to preserve, and not waive, in whole or in part, jurisdiction, sovereign governmental immunity and exclusive jurisdiction, and any and other rights, titles, privileges, and immunities, to which they are entitled. To protect all concerned, no person may assume that there has been a waiver of such matters except by express written declaration of the Tribe's Tribal Council that specifically references the waiver and matter in question.

Governing Law: This Pawn Agreement shall be governed by the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

Consumer Notice About Tribal Sovereign Immunity and Tribal Consumer Complaint Department:

Sovereign Immunity: This Pawn Agreement is being submitted by you to Sovereign Lending Solutions, LLC, P.O. Box 249, Pow Wow Trail, Watersmeet, Michigan 49969, the Enterprise, which is an economic development arm, instrumentality, tribal enterprise, and limited liability company, of the Lac Vieu Desert Band of Lake Superior Chippewa ("Tribe"). The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. In its contracts and dealings with you, the Tribe and Enterprise intend fully to preserve, and not waive, this sovereign immunity and exclusive jurisdiction. To the extent permitted by law, Enterprise intends that it may enforce its rights and remedies against you for amounts owed and any collateral or property without being subject to any defenses (other than payment in full), claims, counterclaims, set off, or recoupment. This means that because of sovereign immunity you will be limited in what matters, if any, you may be able to assert against the Enterprise, or the Tribe. Instead, the Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure.

Importance of complaints: It is important that you let know Enterprise if you have any complaints about the way that Enterprise handles your loan. By doing so, Enterprise can fix things when necessary, improve services, and consider ways as a sovereign tribal enterprise to satisfy legitimate complaints, while still preserving tribal sovereign immunity.

Tribal Consumer Complaint Department: As an accommodation to consumers, the Tribe and Enterprise have established a Tribal Dispute Resolution Procedure to receive and consider any and all types of complaints made by or on behalf of consumers in accordance with certain claims procedures. The Tribe and Enterprise intend, to the extent permitted by law, that any complaint by you or on your behalf must be submitted solely to a Tribal Dispute Resolution Procedure. The Tribal Dispute Resolution Administrator can be contacted at 561-417-8001. A copy of the Tribal Dispute Resolution Procedures may be obtained upon request. A person's complaint to the Enterprise shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity, and does not create any binding procedural or substantive rights for a petitioner. Any determination by or on behalf of the Tribe, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion.

Waiver of jury trial and class-action or consolidated procedures: You agree to the Tribal Dispute Resolution Procedure and recognize and agree that you will not have any right to trial by jury or the ability to pursue any complaint on a class-action or consolidated basis.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is in writing and signed by us. This Pawn Agreement represents the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions of this Pawn Agreement may not be modified except in writing signed by the parties.

Severability: If any provision of this Pawn Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Pawn Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Pawn Agreement may be construed or modified so as to constitute a waiver of the Enterprise's or Tribe's sovereign immunity or exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit or transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance. If you do not redeem on time, you can lose your interest in your motor vehicle.

By electronically signing below: 1. Consumer represents that the information in consumer's Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the ACH Authorization; 3. Consumer agrees to the Enterprise's current privacy policy; 4. Consumer agrees to this Pawn Ticket and Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents. This Pawn Ticket and Agreement is executed on [12/14/2012].

Enterprise's Signature: Sovereign Lending Solutions, LLC, by: [Craig Mansfield], its authorized representative.

Consumer's Electronic Signature: This Pawn Agreement will be deemed incomplete, and a loan will not be provided by us to you unless it is electronically signed below. By typing your last name and verifying your date of birth below, you are electronically signing and agreeing to all the terms of this Pawn Ticket and Agreement.

Last Name: [M]

Borrower's Name as on Application: L M Date of Birth (mm/dd/yyyy): []

Pawn Ticket and Agreement

Autoloans, LLC
P.O. Box 11

Rarotonga
Cook Islands

Consumer (Name, Address, City, State, Zip, telephone):

A [REDACTED] E [REDACTED]
[REDACTED]
Greenville, North Carolina 27858
[REDACTED]

TRUTH - IN - LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
247.04%	\$4,258.00	\$1,650.00	\$5,908.00

Payment Schedule

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
11	\$346.50	Every 30 days, beginning 30 days from the date of funding
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
1	\$2,096.50	360 days from the date of funding

Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. Prepayment: If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. Late charge: There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.

Itemization of the Amount Financed:

Amount given to you directly:	\$1,650.00
Amount paid on our prior loan to you:	\$0.00
Amount paid to for	\$0.00
Plus Titling Fee:	\$0.00
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00
Equals "Principal Amount" of your loan:	\$1,750.00
Less Prepaid Finance Charge:	\$100.00
Equals Amount Financed:	\$1,650.00

Description of Pawned Motor Vehicle

VIN: JTNBE46KX73076436
Year: 2007
Make/Model/Series: Toyota Camry CE 4D Sedan

THIS IS A TRUE CERTIFIED COPY OF THE ORIGINAL

Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawned Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.

Your payment schedule and right to redeem the Pawns Motor Vehicle: You may redeem the Pawns Motor Vehicle by paying to Lender the Principal Amount shown above, plus daily-accrual interest at the rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable), in accordance with the due dates shown in the Payment Schedule above. Upon satisfactory completion of your redemption payment of all amounts owed in good and collected funds, Lender upon request will release the certificate of title to the Pawns Motor Vehicle to you.

Payments to Lender: You must pay Lender by (a) ACH debit to your designated depository account or (b) such other method that we may authorize in writing from time to time. Before releasing the certificate of title or releasing any other rights, especially with respect to any redemption after repossession, Lender may require that payment be made in good and collected funds by money order, wire transfer or cashier's check.

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Delivery of Pawns Motor Vehicle: If you do not wish to redeem, then you must advise us in writing before the loans' final-payment due date and immediately deliver the Pawns Motor Vehicle to Lender, in its current condition, reasonable wear and tear excepted, at an address Lender may designate. To avoid any misunderstandings, you may not assume that you have properly made timely and adequate arrangements for delivery of the Pawns Motor Vehicle and satisfaction of your obligations under this Pawn Agreement unless you have received written confirmation from Lender.

Notice of Expiration of Right to Redeem: Lender may provide consumer with written notice of consumer's right, if any, to redeem the Pawns Motor Vehicle at any time within 10 calendar days from the date of repossession. Lender may not permit redemption by Consumer. If redemption is permitted a redemption fee equal the greater of 10% of the principal loan amount or \$500.00 will be assessed. This fee does not include any repossession fee or associated fees you may be required to pay.

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Late charges: You agree to pay a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late.

Dishonored Item Fee: If any payment (including an ACH payment that you have authorized) is returned for any reason, you will owe a dishonor fee of \$30.00, and you agree that your account may be debited to collect these fees. You understand that your bank may charge you a fee if you do not have sufficient funds in your account to cover an ACH debit initiated by Lender.

Consumer's representations and warranties: Consumer represents and warrants that: (1) consumer has the right to enter into this Pawn Agreement and provide the Pawns Motor Vehicle; (2) consumer is not a debtor under any proceeding in bankruptcy and has no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (3) consumer is at least 18 years of age; (4) the Pawns Motor Vehicle is not stolen, and, except for the interests in Lender's favor, there are no liens or encumbrances against it; (5) consumer will not attempt to transfer any interest in the Pawns Motor Vehicle until all payments under this Pawn Agreement have been paid in full; (6) the Pawns Motor Vehicle will not be moved from consumer's state of residence except for personal travel not to exceed 15 days; (7) until such time that all amounts due under this Pawn Agreement are fully repaid, consumer will not attempt to seek a duplicate title to Pawns Motor Vehicle; and (8) consumer has fully disclosed to Lender all information regarding the current condition of the Pawns Motor Vehicle.

Insurance: Consumer acknowledges and agrees: (a) consumer has and will maintain at least minimum state-required liability insurance; (b) Lender will be named as an additional loss-payee with respect to any collision or property damage insurance with respect to the Motor Vehicle; and (c) at Lender's request, Lender may obtain at consumer's expense such additional insurance, if any, as Lender may request from time to time to protect Lender's interests.

Notices: Any notice that Lender is required to provide under this Pawn Agreement or applicable law will be declared reasonable if sent to consumer at the most current mail address or email address, or text message address on Lender's books and records. Any notice the consumer provides to Lender must be sent to Lender at its address indicated above, Attention: Consumer Complaint Department, or such other address as Lender may designate in writing from time to time.

Default: Consumer will be in default if any of the following happens: (1) consumer fails to make any redemption payment when due or fails to perform any other requirements under this Pawn Agreement; (2) consumer fails to deliver the Pawns Motor Vehicle when required under the terms of the Pawn Agreement; (3) any representation or statement made or furnished by consumer or on consumer's behalf is false or misleading in any material respect either now or at the time made or furnished; (4) consumer dies or becomes insolvent, or any proceeding is commenced either by consumer or against consumer under any bankruptcy or insolvency laws; (5) consumer fails to maintain consumer's depository account in good standing and in active status or fails to maintain the required amount of funds in consumer's account; or (6) Lender deems itself insecure.

Lender's rights in the event of default: Upon the occurrence of any event of default, Lender may, at its option, and without notice or demand, do any one or more of the following, alternatively or cumulatively to the extent permitted by law: (a) treat the whole outstanding balance, less any unearned charges, due and payable under this Pawn Agreement; (b) take possession of the Pawns Motor Vehicle when required under the process, or require consumer to return the Pawns Motor Vehicle to Lender at an address Lender may designate; and (c) exercise all other applicable rights, powers and remedies. Lender shall not be required to account to consumer for any surplus, if any, recovered by Lender related to

value of the Pawns Motor Vehicle.

Costs and expenses: Lender may recover from consumer reasonable attorneys' fees, legal expenses, and all other lawfully permitted costs incurred or paid in protecting and recovering possession of the Pawns Motor Vehicle, together with interest on all amounts, charges, fees, costs, expenses, and collection costs and fees at the loan rate of 0.6600% per day (equivalent to 240.90% or 241.56% annual interest rate, as applicable) from the date due to or advanced by Lender until paid, subject to legal limits, if any..

Notice and Waivers: Except for notices provided in this Pawn Agreement, consumer, and others responsible to the extent permitted by law, waive demand, notice of nonpayment, notice of intention to accelerate, notice of acceleration, presentment, and notice of dishonor. To the extent permitted by law, consumer, and others responsible, also agree: Lender may waive or delay enforcing Lender's rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against consumer or others responsible, or go against any of the collateral; Lender may renew, refinance, or rearrange a transaction one or more times without consent; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the collateral; Lender may sue or arbitrate with one or more persons without joining or suing others.

Limited Recourse: This is a pawn transaction. If the Pawns Motor Vehicle is not redeemed, the Pawns Motor Vehicle and any payments made by you shall automatically be forfeited to Lender, and unqualified right, title, and interest in and to the Motor Vehicle shall automatically vest in Lender. Lender shall not be required to account for any surplus, if any, recovered by Lender related to value of the Pawns Motor Vehicle. Subject to the terms of this Pawn Agreement, you are not personally liable for any deficiency in the value of the Pawns Motor Vehicle versus the amounts owed provided you deliver the Pawns Motor Vehicle when required in its current condition, reasonable wear and tear excepted. As provided above, you agree to keep the Pawns Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawns Motor Vehicle is not delivered to or recovered by Lender in that condition. Also, any limits on your liability under this 'limited recourse' provision do not apply in the event of any fraud or other misconduct on your part, including, without limitation, your creating or not disclosing additional liens, or intentionally concealing or damaging the Pawns Motor Vehicle. This 'limited recourse' provision further does not limit or impair any rights with respect to recovery of the Pawns Motor Vehicle or any amounts not covered by this 'limited recourse' provision.

GPS: You understand that the Pawns Motor Vehicle may be equipped with a GPS Device (Device). The Device is designed to ensure that you make payments on time as required by the Pawn Agreement. The Device includes a GPS (global positioning system) tracking unit that can determine at any time where your vehicle is located. The Lender or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Lender or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Pawns Motor Vehicle as allowed. You understand that the Device is the property of the Lender or its designated assignee. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under your Pawn Agreement and will be liable for the cost to replace the device. You understand that the Device must be returned to the Lender upon repayment of loan in full and that the lien will not be released on your title until it is received or until you pay the replacement cost. You understand that only the Lender or its authorized representatives are permitted to perform maintenance on the Device or any of its components should it be required. You agree to make the vehicle available to the Lender or its representatives, during their normal business hours. You understand that the Lender shall have full responsibility for the cost of all repairs to the device, except for repairs caused by your tampering with, altering, disconnecting or removing the device.

Lender authority: Consumer authorizes Lender to: (1) call or otherwise communicate with consumer during reasonable hours at home or work to remind consumer when my payment is due; and (2) communicate with consumer in the event of default on the transaction as allowed by law including calling consumer, communicating with consumer in writing or via email or text messaging, or communicating with consumer's personal contacts whom consumer identified in consumer's application to acquire location information.

Consent to Lender Communications: To electronically receive, view and save electronic communications from us, you must have an e-mail address, a smart phone, PDA or other device that can receive text messages or a telephone that is capable of recording our voice mail message to you. In connection with our communications with you, you acknowledge that you have that capability and you agree that we are authorized to send email, text messages, and voice mail to you, including using an automated voice and text message system, at the telephone numbers or email addresses you have provided to us. You have the option to receive any information that we have provided electronically in paper form at no cost to you. Your carrier may charge you for text messages and we are not responsible for those charges. You understand that we are not responsible for making a communication to an authorized address or phone number that is (1) retrieved by anyone other than you that you have permitted access to such address or phone number, (2) deleted by you or anyone else with access to your systems prior to retrieving the full message, or (3) unintelligible as a result of any equipment or systems of yours or your carrier. You may opt out of this consent at any time by providing written notice to Lender at its address indicated above, Attention: Opt Out Department or by written communication to such other address as Lender may designate in writing from time to time. Your notice must include your name and each account number that you no longer wish to receive text or voice mail messages. To the extent permitted by law, your right to opt out does not apply to communications regarding your account or transactions you make with us.

Assignment: We may assign or transfer any or all of our rights, title and interest under this Pawn Agreement at our discretion. You agree that an assignee shall have the same rights and privileges as Lender. You may not assign your rights under this Pawn Agreement without our written consent.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of Cook Islands, and all claims relating to or arising out of the contract, or the breach thereof, as well as its validity, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Cook Islands.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted for good faith mediation administered by the Arbitrators' and Mediators' Institute of New Zealand Inc. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Auckland, New Zealand. No

litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator. If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the Arbitrators' and Mediators' Institute of New Zealand under their current Arbitration Protocol. The arbitration will be conducted before a single arbitrator agreed upon by the parties, if they should fail to agree within twenty-one (21) days from the date upon which the dispute arises then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award all reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss. The arbitrator's decision will be confidential and may not be shared with any party unless required by law.

Entire Application; No Oral Agreements: For the protection of both you and us, you should not assume that you have any agreement with us on any item unless it is in writing and signed by us. This Agreement and the Advance Voucher represent the final terms and conditions for your application and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties. The terms and conditions may not be modified except in writing signed by the parties.

Severability: If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Agreement, or, if necessary, severed with the remaining provisions remaining in full force and effect. Provided, nothing in this Agreement may be construed or modified so as to constitute a waiver of Cook Island's exclusive jurisdiction.

Caution: This transaction is not intended to meet long-term financial needs. Repeated or frequent use can create serious financial hardships. Before entering into this transaction, you should evaluate the costs and benefits of alternatives, including, for example, a transaction from another credit or transaction provider, a loan from family or friends, a credit card advance, an advance under an account with overdraft protection, or a salary advance. If you do not redeem on time, you can lose your interest in your motor vehicle.

By electronically signing below: 1. Consumer represents that the information in consumer's Consumer Application is up-to-date, true, correct, and complete; 2. Consumer agrees to the ACH Authorization; 3. Consumer agrees to the Lender's current privacy policy; 4. Consumer agrees to this Agreement; and 5. Consumer acknowledges receipt of a copy of each of these documents.

This Agreement is executed on [06/16/2014].

Lender's Signature: Funding of this loan constitutes signature by Lender.

Consumer's Electronic Signature: This Agreement will be deemed incomplete, and we will not provide a loan to you unless it is electronically signed below.

Last Name: [E]

Borrower's Name as on Application: A E Date of Birth (mm/dd/yyyy): []

ORIGINAL

United States Postal Service®
Application for Delivery of Mail Through Agent
See Privacy Act Statement on Reverse

1. Date
10/9/2015 1:09:26 PM

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

SERVICING COMPANY DE, LLC

3a. Address to be Used for Delivery (Include PMB or # sign.)

2028 E BEN WHITE BLVD STE 240 PMB 6509

3b. City 3c. State 3d. ZIP + 4®
AUSTIN TX 78741

5. This authorization is extended to include restricted delivery mail for the undersigned(s):

NONE

4. Applicant authorizes delivery to and in care of:

a. Name
SCAN MAILBOXES

b. Address (No., street, apt./ste. no.) 2028 E BEN WHITE BLVD STE 240

c. City d. State e. ZIP + 4
AUSTIN TX 78741

6. Name of Applicant
BOBBY MCKIBBIN

7a. Applicant Home Address (No., street, apt./ste. no.)
2929 NE 106TH ST

7b. City 7c. State 7d. ZIP + 4
ANTHONY FL 32617

7e. Applicant Telephone Number (Include area code)
5612003345

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

9. Name of Firm or Corporation
SERVICING COMPANY DE, LLC

a.

10a. Business Address (No., street, apt./ste. no.)
450 FAIRWAY DRIVE SUITE 206

10b. City 10c. State 10d. ZIP + 4
DEERFIELD BEACH FL 33441

10e. Business Telephone Number (Include area code)
5612003345

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

11. Type of Business
SERVICING COMPANY

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

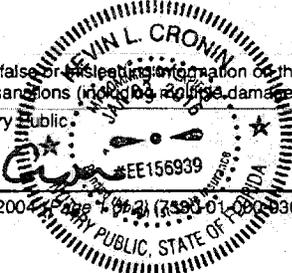
13. If a CORPORATION, Give Names and Addresses of Its Officers

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public

[Handwritten Signature]



16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)

[Handwritten Signature: Bobby Mckibbin]

EXHIBIT

B

tabbles

Scan Mailboxes

2028 East Ben White Boulevard
Suite 240
Austin, TX 78741
United States
Email: support@scanmailboxes.com

Billed On **April 01, 2016**

Due On **April 01, 2016**
Terms **On-Receipt**
Invoice # **4368**

Billed To:

Bobby McKibbin

Servicing Company DE
3645 Dorrit Ave
Boynton Beach, FL 33436
United States

PAID	on April 01, 2016
\$15.00 USD	

Date	Description	Qty	Price	Subtotal
Apr 01—May 01, 2016	Monthly: Basic	1	\$15.00	\$15.00

Subtotal \$15.00

Total \$15.00

Amount Paid \$15.00

Amount Due **\$0.00**

All amounts in United States Dollars (USD)

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TOLL-FREE CALL: (844) SCAN-MAIL (844-722-6624)

DIRECT/LOCAL (512) 222-7002

CALL:

(512) 766-TEXT (512-766-8398)

TEXT/SMS ONLY:

(844) FAX-SCAN (844-329-7226)

FAX:

SUPPORT@SCANMAILBOXES.COM

EMAIL:

Scan Mailboxes Solutions, LLC

2028 East Ben White Boulevard, Suite 240

Austin, Texas USA 78741

OPERATING HOURS

9:00 AM to 4:00PM Monday through Friday (Central Time Zone)

Closed on Saturday and Sunday

We will be closed on the following dates in 2016:

January 1 (Friday)	New Year's Day
January 18 (Monday)	Martin Luther King
February 15 (Monday)	President Day
May 30 (Monday)	Memorial Day
July 4 (Monday)	Independence Day
September 5 (Monday)	Labor Day

United States Postal Service®
Application for Delivery of Mail Through Agent
 See Privacy Act Statement on Reverse

1. Date
 12/17/2014

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

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2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.) Bobby McKibbin		3a. Address to be Used for Delivery (Include PMB or # sign.) 500 Westover Dr #6509		
4. Applicant authorizes delivery to and in care of: a. Name Traveling Mailbox b. Address (No., street, apt./ste. no.) 500 Westover Dr c. City Sanford d. State NC e. ZIP + 4 27330		3b. City Sanford	3c. State NC	3d. ZIP + 4® 27330
6. Name of Applicant Bobby McKibbin		7a. Applicant Home Address (No., street, apt./ste. no.) 2929 NE 106th St		
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification. a. Drivers License b. Mortgage Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		7b. City Anthony	7c. State FL	7d. ZIP + 4 32617
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)		7e. Applicant Telephone Number (Include area code) 352-258-5770		
13. If a CORPORATION, Give Names and Addresses of Its Officers		9. Name of Firm or Corporation Servicing Company DE, LLC		
14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		10a. Business Address (No., street, apt./ste. no.) 450 Fairway Drive Suite 206		
15. Signature of Agent/Notary Public <i>Kaci L. Crowin</i>		10b. City Deerfield	10c. State FL	10d. ZIP + 4 33441
16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.) <i>Bobby McKibbin</i>		10e. Business Telephone Number (Include area code) 561-200-3345		
11. Type of Business Servicing Company		11. Type of Business Servicing Company		

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

PS Form 1583, December 2004 (Page 002) 1583-100-0000-9000
 This form on Internet at www.usps.com®



United States Postal Service®
Application for Delivery of Mail Through Agent
 See Privacy Act Statement on Reverse

1. Date 4/22/14

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addressees to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

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2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent.
 (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

Liquidation, LLC

3a. Address to be Used for Delivery (Include PMB or # sign.)
6170 W Lake Mead Blvd # 44573

3b. City **Las Vegas** 3c. State **NV** 3d. ZIP + 4® **89108**

4. Applicant authorizes delivery to and in care of:

a. Name **Traveling Mailbox**

5. This authorization is extended to include restricted delivery mail for the undersigned(s):

William McKibbin

b. Address (No., street, apt./ste. no.) **6170 W. LAKE MEAD BLVD**

c. City **LAS VEGAS** d. State **NV** e. ZIP + 4 **89108**

6. Name of Applicant
William McKibbin

7a. Applicant Home Address (No., street, apt./ste. no.)
1969 SW 36th Avenue

7b. City **Delray Beach** 7c. State **FL** 7d. ZIP + 4 **33445**

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

7e. Applicant Telephone Number (Include area code)
561-200-3345

a. **FL DL M215-939-80-207-0**

9. Name of Firm or Corporation
Liquidation, LLC

b. **US Passport 307466863**

10a. Business Address (No., street, apt./ste. no.)
ANZ House, Main Road

10b. City **Rarotonga** 10c. State **Cook Islands** 10d. ZIP + 4 **no zip**

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

10e. Business Telephone Number (Include area code)
561-200-3345

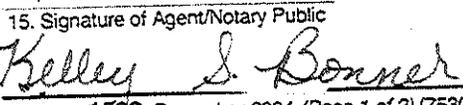
11. Type of Business
Automotive

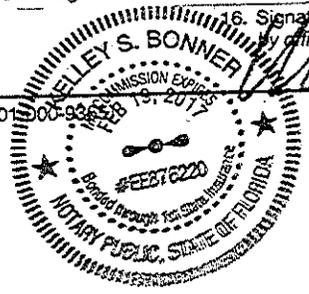
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

13. If a CORPORATION, Give Names and Addresses of Its Officers

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public




16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)
 Agent

Kristen Makris

From: Wilmington Downtown
Sent: Wednesday, September 09, 2015 11:54 AM
To: Loan Servicing Solutions
Cc: Leslie Myers
Subject: RE: Mail For Loan Servicing Solutions

Hi Bill,

We'll update your forwarding address and start sending out the mail weekly again.

Have a great day!

Thank you
Kristen Makris
Sr. Customer Service Representative



3000 locations, 900 cities, 120 countries

1000 N West Street
Suite 1200
Wilmington, DE 19801

T (302) 295-4800
F (302) 295-4801

Connect with Regus



From: Loan Servicing Solutions [<mailto:loanservicingsolutions@gmail.com>]
Sent: Wednesday, September 09, 2015 11:49 AM
To: Wilmington Downtown
Subject: Re: Mail For Loan Servicing Solutions

Kristen,

Please begin forwarding mail to:

Loan Servicing Solution
1321 Upland Dr.
#6302
Houston, TX 77043

Thank You,

Bill

On Aug 28, 2015, at 3:26 PM, Wilmington Downtown <Wilmington.Downtown@regus.com> wrote:

Hi Bill,

We will hold your mail until we hear back from you with the new address.

Thank you

Kristen Makris
Sr. Customer Service Representative

<image001.png>
3000 locations, 900 cities, 120 countries

1000 N West Street
Suite 1200
Wilmington, DE 19801

T (302) 295-4800
F (302) 295-4801

Connect with Regus

<image002.png><image003.png><image004.png>

From: Loan Servicing Solutions [<mailto:loanservicingsolutions@gmail.com>]
Sent: Friday, August 28, 2015 3:20 PM
To: Wilmington Downtown
Subject: Mail For Loan Servicing Solutions

Hi,

I currently have mail being forwarded to 1930 Village Center Circle #3-4573, Las Vegas, NV 89134. Please suspend forwarding mail to this address and hold the mail until updated on a new address to forward it to.

Thank You,

Bill

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We offer virtual mailboxes all over the United States and you can use any or all of our addresses for personal and business use. Customers outside of the United States can use any of our addresses too! Don't worry about whether or not one of our addresses is local to you either. Most of our customers find that a local address isn't necessary at all. Here are the addresses that we currently provide:

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Phoenix, AZ Address (Now Available! [Subscribe Now](#)) [Premium](#)

Your Name / Business Name
2030 W Baseline Rd #182-1234
Phoenix, AZ 85041



More Addresses:

Sanford, NC Address [Standard](#)

Your Name / Business Name
500 Westover Dr #1234
Sanford, NC 27330

Tallahassee, FL Address [Premium](#)

Your Name / Business Name
75 N Woodward Ave #81234
Tallahassee, FL 32313

New York, NY Address [Premium](#)

Your Name / Business Name
1732 1st Ave #21234
New York, NY 10128

Las Vegas, NV Address [Premium](#)

Your Name / Business Name
1930 Village Center Circle #3-1234
Las Vegas, NV 89134

Portland, OR Address [Premium](#)

Your Name / Business Name
818 SW 3rd Ave # 221-1234
Portland, OR 97204-2405

Chicago, IL Address [Premium](#)

Your Name / Business Name
1658 Milwaukee Ave # 100-1234
Chicago, IL 60647

Dallas, TX Address [Premium](#)

Your Name / Business Name
3824 Cedar Springs Rd # 801-1234
Dallas, TX 75219

San Diego, CA Address [Premium](#)

Your Name / Business Name
302 Washington St # 150-1234
San Diego, CA 92103

Seattle, WA Address [Premium](#)

Your Name / Business Name
1425 Broadway # 20-1234
Seattle, WA 98122

San Francisco, CA Address [Premium](#)

Your Name / Business Name
2443 Fillmore St #380-1234
San Francisco, CA 94115

Wilmington, DE Address [Premium](#)

Your Name / Business Name
4023 Kennett Pike #51234
Wilmington, DE 19807

Aurora, CO Address

Your Name / Business Name
13918 E Mississippi Ave #612
Aurora, CO 80012



Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date

31 August 2015

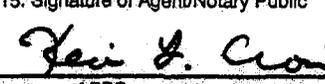
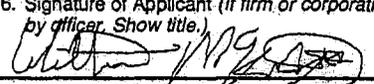
In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

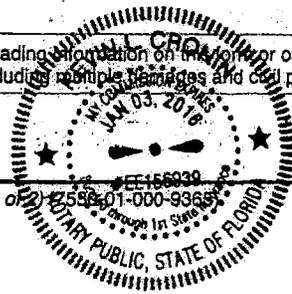
NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. <i>(Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</i> Loan Servicing Solutions, LLC		3a. Address to be Used for Delivery (Include PMB or # sign.) 1321 Upland Dr. #6302		
4. Applicant authorizes delivery to and in care of: a. Name US Global Mail b. Address (No., street, apt./ste. no.) 1321 Upland Dr. c. City Houston d. State TX e. ZIP + 4 77043-4718		3b. City Houston	3c. State TX	3d. ZIP + 4® 77043-4718
6. Name of Applicant William McKibbin		7a. Applicant Home Address (No., street, apt./ste. no.) 1969 SW 36th Avenue		
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification. a. b.		7b. City Delray Beach	7c. State FL	7d. ZIP + 4 33445
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		7e. Applicant Telephone Number (Include area code) 561-2003345		
		9. Name of Firm or Corporation Loan Servicing Solutions, LLC		
		10a. Business Address (No., street, apt./ste. no.) ANZ House, Main Road		
		10b. City Rarotonga	10c. State Cook Islands	10d. ZIP + 4 No Zip
		10e. Business Telephone Number (Include area code)		
		11. Type of Business		
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)		14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		
13. If a CORPORATION, Give Names and Addresses of Its Officers		14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public 	16. Signature of Applicant (if firm or corporation, application must be signed by officer. Show title.) 
--	--



Contact Us

We would love to hear from you. Email, Call, Live Chat or Skype us- we are here to help!

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- International or local: 1-281-596-8965
- Fax: 1-281-596-0119

Contact Us

Type:	General Question <input type="button" value="v"/>
Name:	<input type="text"/>
Subject:	<input type="text"/>
Email:	<input type="text"/>
Box Number:	<input type="text"/> If you do not have a box, you can leave this blank.
Message:	<div style="border: 1px solid gray; height: 150px; width: 100%;"></div>
<input type="button" value="Submit"/>	

Corporate Headquarters

If you are ever in our neck of the woods, we'd love to meet you. Drop by!

U.S. Global Mail, Inc. 1321 Upland Drive Houston, TX 77043

Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date 7 AUG 2015

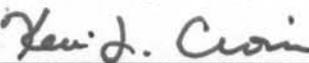
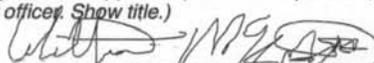
In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.) AutoLoans LLC			3a. Address to be Used for Delivery (Include PMB or # sign.) 340 S LEMON AVE #4562		
			3b. City Walnut	3c. State CA	3d. ZIP + 4® 91789
4. Applicant authorizes delivery to and in care of:			5. This authorization is extended to include restricted delivery mail for the undersigned(s):		
a. Name VIRTUAL POST MAIL			No		
b. Address (No., street, apt./ste. no.) 340 S LEMON AVE					
c. City WALNUT	d. State CA	e. ZIP + 4 91789			
6. Name of Applicant William McKibbin			7a. Applicant Home Address (No., street, apt./ste. no.) 1969 SW 36th Avenue		
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.			7b. City Delray Beach	7c. State FL	7d. ZIP + 4 33445
a. FL DL M215-939-80-207-0			7e. Applicant Telephone Number (Include area code) 561-200-3345		
b. US Passport 307466863			9. Name of Firm or Corporation AutoLoans, LLC		
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.			10a. Business Address (No., street, apt./ste. no.) ANZ House, Main Road		
			10b. City Rarotonga	10c. State Cook Islands	10d. ZIP + 4 No Zip
			10e. Business Telephone Number (Include area code) 561-200-3345		
			11. Type of Business Automotive		
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)					
13. If a CORPORATION, Give Names and Addresses of Its Officers			14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including punitive damages and civil penalties).

15. Signature of Agent/Notary Public 	16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)  Agent
---	---



- List Mailboxes
- Scan Requests
- Forwarding Requests
- Payments
- Sales Report

Order #141526

Order Date: 02-08-2016 12:13 PST
 Last Updated: 02-08-2016 14:48 PST
 Status: Completed

Current Time
 03/01 00:12 UTC
 02/29 16:12 PST

<p><u>Ship From</u> AutoLoans, LLC 340 S LEMON AVE #4562 WALNUT, CA 91789 UNITED STATES</p>	<p><u>Ship To</u> AutoLoan LLC Payoff Manger 2501 N FEDERAL HWY HOLD AT FEDEX BOCA RATON, FL 33431 UNITED STATES</p>
--	--

Item	Qty	Price
USPS First Class	1	\$3.45
(Total Items: 6)		
Mail 1117718 10271		
Mail 1117718 16782		
Mail 1117718 17386		
Mail 1117718 17630		
Mail 1117718 18389 < 2 oz >		
Mail 1117718 19281		
		Handling: \$0.75
		Total: \$4.20

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What you see is what you pay. No hidden extra fees. No surprises. No gotchas.

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Change or upgrade your plan at any time in the future. The new plan goes into effect on the next billing cycle.

Sign Up Requirements

- 18+ years old
- [USPS Form 1583](#) + 2 IDs

[Choose a Plan](#)

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CERTIFICATE OF REPOSSESSION

State Form 39738 (R3 / 5-13)

INDIANA BUREAU OF MOTOR VEHICLES

INSTRUCTIONS

1. Complete in blue or black ink or print form.
2. Complete this form when applying for a title in the primary lienholder name following the statutory redemption period for repossession of a vehicle, watercraft or manufactured home. Repossession must be made from the last owner per the records of the Bureau of Motor Vehicles.
3. The person from whom the vehicle, watercraft, or manufactured home has been repossessed must be shown by the records of the Bureau to be the most recent owner. If a Certificate of Title is not available, applicant must present acceptable proof of lien as prescribed by the Bureau, a UCC filing or court order.

SECTION 1 - OWNER INFORMATION																
From whom vehicle was repossessed																
Owner Name(s) (last, first, middle initial or company name) S [REDACTED] M [REDACTED]																
Legal Address (number and street) [REDACTED]											City GARNER			State NC	ZIP Code 27529	
SECTION 2 - VEHICLE / WATERCRAFT / MANUFACTURED HOME INFORMATION																
Type:		<input type="checkbox"/> Vehicle				<input type="checkbox"/> Watercraft				<input type="checkbox"/> Manufactured Home						
Identification Number																
1	D	7	H	A	1	8	D	1	4	S	5	4	3	6	3	1
Year					Make					Model						
2004					DODGE					RAM 1500						
SECTION 3 - LIEN INFORMATION																
The encumbrances are as follows:																
Date of Lien (mm/dd/yyyy) 03/20/2015								Date of Repossession (mm/dd/yyyy) 05/29/2015								
Lienholder Name Liquidation, LLC																
Address (number and street) 101 W. Ohio St, STE 2000B																
City Indianapolis								State IN				ZIP Code 46204				
SECTION 4 - AFFIRMATION STATEMENT																
I swear or affirm that the property described above has been lawfully repossessed from the Owner herein and that the Owner has defaulted in connection with an obligation secured by this property. I swear or affirm that the lienholder has exercised its post-default remedies with respect to the property and has acquired the ownership rights to the property. I swear or affirm that the information I have entered on this form is true and correct and I understand that making a false statement may constitute the crime of perjury.																
Signature <i>Shayla Gromaly</i>								Date Signed (mm/dd/yyyy) 06/03/2015								
Printed Name								Position/Title								



February 29, 2016

VIA ELECTRONIC DELIVERY

M. Lynne Weaver
State of North Carolina
Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Dear Lynne:

This letter is in response to the Investigative Demand for documents regarding the provision of facilities or virtual office services to Liquidation Services, LLC, Liquidation, LLC, and/or William McKibbin ("Liquidation") at the address of 101 W. Ohio Street, Suite 2000B, Indianapolis, IN 46204.

Amerimar Business Centers has nothing to offer in response to this demand. Amerimar Business Centers has no current or former agreement or communication with Liquidation or William McKibbin.

The agreement for virtual services in relation to 101 W. Ohio Street, Suite 2000B was by and between Amerimar Business Centers and Northwest Registered Agent (NWRA). Any inquiries in regards to the use of the address should be directed to Northwest Registered Agent, 906 W. 2nd Ave., Suite 100 Spokane, Washington 99201.

Please feel free to contact me at (317)454-8100 if you have any questions.

Regards,

A handwritten signature in cursive script that reads "Michele Steele".

Michele Steele
Business Center Manager

cc: Renae Breitbach
Vice President and General Manager



317.454.8100



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“ The Amerimar Business Center and its staff have not only delivered, but exceeded on all expectations and agreements. Important business issues, such as office networking hardware, complex telephone interfacing and leased or purchased furniture were expeditiously handled with efficiency and courtesy. What distinguishes Amerimar Business Centers from other executive suite providers is this incredibly delicate balance that has been established and maintained between staff and tenant.

Paul A. Gilley
 Resident VP
 Government Relations Norfolk
 Southern Corporation

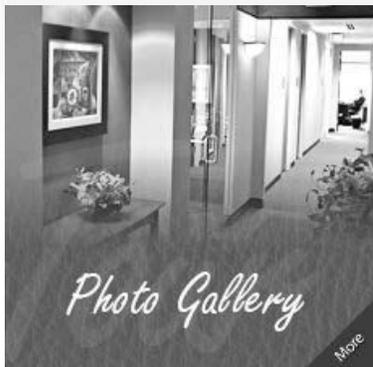


Photo Gallery

More

Contact

Amerimar Business Centers

101 West Ohio Street
 Suite 2000
 Indianapolis, IN 46204

Michele Steele, Center Manager

Email: msteele@amerimar.com

Phone: 317.454.8100

Fax: 317.454.8101

Interested in working with us or request a quote?

Please fill out the form below to request information from Amerimar Business Centers.



Name

Company / Organization

Phone Number

Email

Street Address

City

State

Zip

United States Postal Service®
Application for Delivery of Mail Through Agent
 See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm's) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

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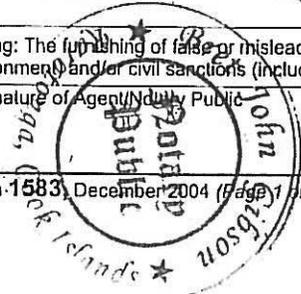
2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.) Autoloans, LLC		3a. Address to be Used for Delivery (Include PMB or # sign.) 9435 Waterstone Blvd Suite 140	
		3b. City Cincinnati	3c. State OH
		3d. ZIP + 4® 45249	
4. Applicant authorizes delivery to and in care of:		5. This authorization is extended to include restricted delivery mail for the undersigned(s):	
a. Name Autoloans, LLC			
b. Address (No., street, apt./ste. no.) 9435 Waterstone Blvd Suite 140			
c. City Cincinnati	d. State OH	e. ZIP + 4 45249	
6. Name of Applicant		7a. Applicant Home Address (No., street, apt./ste. no)	
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.		7b. City	7c. State
a.		7d. ZIP + 4	
b.		7e. Applicant Telephone Number (Include area code)	
		9. Name of Firm or Corporation Autoloans, LLC	
		10a. Business Address (No., street, apt./ste. no) ANZ House Main Road	
		10b. City Rarotonga, Cook Islands	10c. State
		10d. ZIP + 4	
Acceptable Identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		10e. Business Telephone Number (Include area code) 754-999-8360	
		11. Type of Business Lending	

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

13. If a CORPORATION, Give Names and Addresses of Its Officers Corporate Director Management Services, LLC (Manager) <i>by its authorized signatures</i>	14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.
--	--

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public <i>[Signature]</i>	16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.) <i>[Signature]</i>
--	---



From: (855) 556-2489
AutoLoans LLC

Origin ID: OXDA



Ship Date: 13MAR15
ActWgt: 5.0 LB
CAD: 103453310/INET3610

9435 Waterstone Blvd.
STE 140
Cincinnati, OH 45249

Delivery Address Bar Code



SHIP TO: (855) 556-2489

BILL SENDER

Insurance Manager
Auto Loans Insurance Manager
2501 N Federal Hwy

Ref #
Invoice #
PO #
Dept #

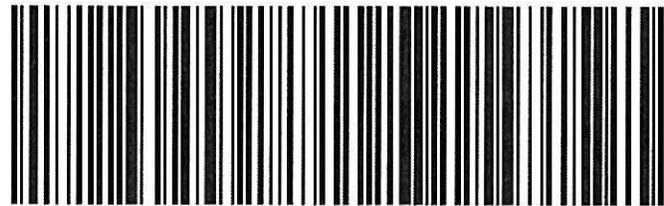
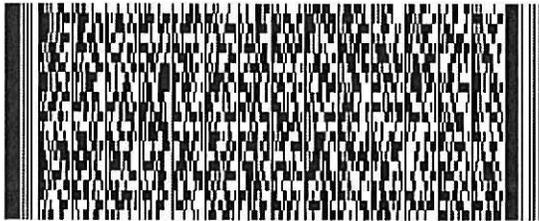
Boca Raton, FL 33431

MON - 16 MAR HOLD
PRIORITY OVERNIGHT

TRK# 7731 2095 3420
0201

HLD
33431
FL-US
FLL

XH PHKA



537J11/879A/EE4B

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



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Cincinnati

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Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent.
(Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

3. Address to Be Used for Delivery Including ZIP + 4
433 Plaza Real
Suite 275
Boca Raton FL 33432-3999

4. Applicant Authorizes Delivery to and in Care of
(Name, address, and ZIP Code of agent)
Regus
433 Plaza Real
Suite 275
Boca Raton FL 33432-3999

5. This Authorization is Extended to Include Restricted Delivery Mail for the Undersigned(s)
TITLE LOAN AMERICA
RS FINANCIAL

6. Name of Applicant
Sovereign Lending Solutions LLC

7. Applicant Home Address (Number, street, city, state, and ZIP Code)
Box 698, Pow Wow Trail
Watersmeet, MI 49969
Telephone Number: (888) 277 4818

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.
a.
b.

9. Name of Firm or Corporation

10. Business Address (Number, street, city, state and ZIP Code)
Telephone Number ()

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university or recognized corporate identification card; passport or alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

11. Kind of Business

12. If Applicant is a Firm, Name Each Member Whose Mail Is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)

13. If a CORPORATION, Give Names and Addresses of its Officers
Lac Vew Desert Band of
Lake Superior Chippewa Indians

14. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties). (18 U.S.C. 1001)

15. Signature of Agent/Notary Public
Nore E. W... / Agent

16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)



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Requirement e.g I need a 3 person office for 12 months from January

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Description

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Mizner Park

433 Plaza Real, Suite 275, Boca Raton, Florida, 33432

The virtual office in Mizner Park enjoys a reputation for its business to business facilities. Clients at this very individual virtual office are offered an unparalleled atmosphere of sophistication within the lush landscaping that includes gardens, fountains and gazebos. As well as inhabiting the city's most prestigious business address, there is an elegant reception area. Every kind of business is represented here, from corporate to small business, regional HQ to start-up. The headquarters of a prison group is headquartered here, and Florida Atlantic University is a top employer. The university has a respected faculty in research and has an established reputation in biomedicine, biotechnology, ocean engineering and coastline security. The city's workforce is well-educated and it boasts one of the largest business concentrations in south Florida.

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Address

433 Plaza Real, Suite 275, Boca Raton, Florida, 33432

Tel: +1 561-962-4100

Fax: +1 561-962-4101

Name *

Email address *

+1 Phone number *

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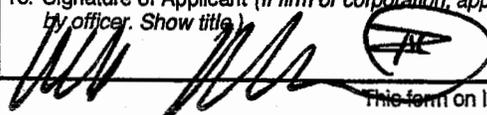
United States Postal Service®
Application for Delivery of Mail Through Agent
 See Privacy Act Statement on Reverse

1. Date **12/11/2014**

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)		3a. Address to be Used for Delivery (Include PMB or # sign.) 1000 N. West Street Ste 1200 PMB # 1575	
LOAN SERVICING SOLUTION		3b. City Wilmington	3c. State DE
4. Applicant authorizes delivery to and in care of: a. Name Regus Management Group (DE, Wilmington - Downtown)		3d. ZIP + 4® 19801	
b. Address (No., street, apt./sts. no.) 1000 N. West Street Ste 1200		5. This authorization is extended to include restricted delivery mail for the undersigned(s):	
c. City Wilmington	d. State DE	e. ZIP + 4 19801	
6. Name of Applicant William Walter McKibbin III		7a. Applicant Home Address (No., street, apt./sts. no.) 1969 SW 36th Ave	
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.		7b. City Delray Beach	7c. State FL
a. Valid Drivers License Country: United States, State: FL, Expiration Date: 06/07/2020, License Number: M21593982070	7d. ZIP + 4 33445		7e. Applicant Telephone Number (include area code) 561-200-3345
b. Passport Country: United States, Expiration Date: 11/01/2015, ID Number: 307466863	8. Name of Firm or Corporation LOAN SERVICING SOLUTION		
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		6170 W Lake Mead Blvd	
12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.) William Walter McKibbin III		10b. City Las Vegas	10c. State NV
13. If a CORPORATION, Give Names and Addresses of Its Officers		10d. ZIP + 4 89108	
14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.		10e. Business Telephone Number (include area code) 561-200-3345	
15. Signature of Agent/Notary Public 		11. Type of Business Loan Servicing Solutions	
16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.) 		Warning: The furnishing of false or misleading information on this form, or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple civil penalties).	





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1000 N West Street, Suite 1200, Wilmington, Delaware, 19801



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1000 N West Street, Suite 1200, Wilmington, Delaware, 19801

The virtual office is located in the Brandywine Building at the heart of the downtown area, and ideally placed to access the corporate headquarters of many Fortune 500 companies, especially banks. As the home of hundreds of US companies, Wilmington bills itself as the Corporate Capital of the World. The city's major employment sectors are trade, transportation and utilities services, followed by professional and business. As the state's financial center, Wilmington has a strong and growing financial sector presence, supported by incentives for banks and other financial institutions to relocate there.

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22872452152

Year, Month, Day

2015-05-12 480470

Post Office

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\$1000.00

Amount

ONE THOUSAND DOLLARS & 00c *****

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Clark

Address

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1701 S. Federal Hwy
Boca Raton FL 33480
3118519

From

Address

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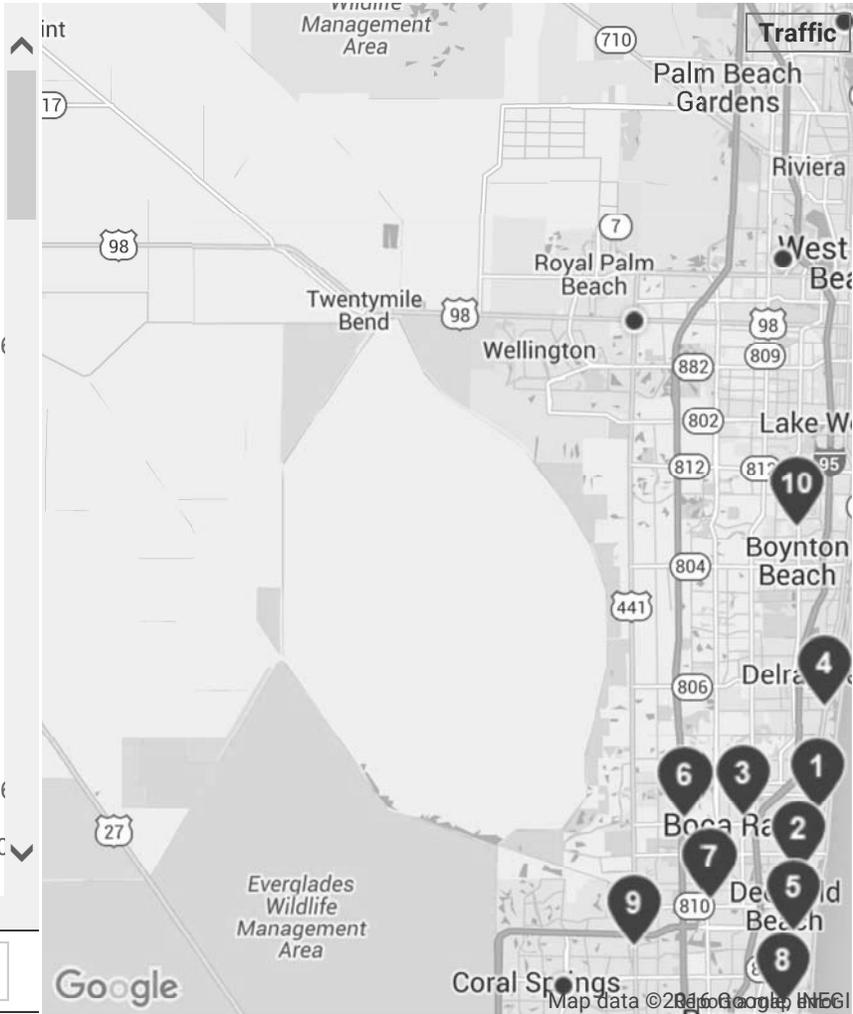
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Status: Approved & Active | Term: Standard for 1 months: \$35.00

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View	Shipped On	Destination	Service	Tracking	Status	Weight	Cost	
#429445	2016-04-14	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0397711748	Processed	0.300	\$25.36	[Edit] [Process]
#427973	2016-04-04	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0398597915	Processed	0.200	\$25.36	[Edit] [Process]
#427192	2016-03-29	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0397809992	Processed	0.700	\$25.43	[Edit] [Process]
#423151	2016-02-29	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0399104605	Processed	0.300	\$25.54	[Edit] [Process]
#420769	2016-02-11	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0396269523	Processed	0.300	\$25.54	[Edit] [Process]
#419699	2016-02-05	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0392638999	Processed	0.200	\$25.54	[Edit] [Process]
#418901	2016-02-01	Loan Servicing Solutions, LLC 1332 NW 3rd Street HOLD FOR PICKUP Deerfield Beach FL 33442 US 5613462580	UPS: Ground	Tracking: 1ZX5925Y0390127875	Processed	0.100	\$25.54	[Edit] [Process]

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 Tel: 800-742-5877
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UPS Customer Center
UPS CC - DEERFIELD BEACH
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 Tel: 800-742-5877

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-	AUTO LOANS LLC				000039288509
	BOCA RATON	FL	334323999	433 PLAZA REAL STE 275	
-	AUTO LOANS, LLC				000041301481
	LAS VEGAS	NV	891346299	1930 VILLAGE CENTER CIR	
-	AUTO LOANS LLC				000047801953
	WALNUT	CA	917892706	340 S LEMON AVE	

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--	SOVEREIGN LENDING SOLUTIONS INC WATERSMEET MI 499690698 POW WOW TRAIL	000031983919
--	SOVEREIGN LENDING SOLUTIONS WATERSMEET MI 499690698 POW WOW TRAIL	000035083919
--	SOVEREIGN LENDING SOLUTIONS, LLC WATERSMEET MI 499690698 PO BOX 698 POW WOW TRAIL	000035681508
--	SOVEREIGN LENDING SOLUTIONS WATERSMEET MI 499690249 PO BOX 249	000039874734
--	SOVEREIGN LENDING SOLUTIONS ;;C BOCA RATON FL 334290477 PO BOX 477	000038076588
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 NE SPANISH RIVE BLVD	000030273541
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 NE SPANISH RIVER BLVD	000030474144
--	SOVEREIGN LENDING SOLUTIONS, LLC BOCA RATON FL 334290477 PO BOX 477	000030785282

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CMD	CUSTOMER NAME	CUSTOMER ID
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334317715 2501 N FEDERAL HWY	000038974959
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 NE SPANISH RIVER BLVD	000039174971
--	SOVERIGN LENDING SOLUTIONS LLC BOCA RATON FL 334290477 PO BOX 477	000039185296
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334290477 PO BOX 477	000039378872
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 NE SPANISH RIVER BLVD	000039670435
--	SOVEREIGN LENDING SOLUTIONS LLC. BOCA RATON FL 334314516 500 NE SPANISH RIVER BLVD	000039671143
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 NE SPANISH RIVER BLVD	000039774270
--	SOVEREIGN LENDING SOLUTIONS LLC BOCA RATON FL 334314516 500 E SPANISH RIVER BLVD	000030381140
--	WATERSMEET MI 499690698 PO BOX 698	

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CMD	CUSTOMER NAME	CUSTOMER ID
-	LOAN SERVICING SOLUTIONS, LLC BOCA RATON FL 334323999 433 PLAZA REAL STE 275	000038088527
-	LOAN SERVICING SOLUTIONS, LLC LAS VEGAS NV 891346299 1930 VILLAGE CENTER CIR	000032895955
-	LOANS SERVICING SOLUTIONS, LLC LAS VEGAS NV 891346299 1930 VILLAGE CENTER CIR	000033795954
-	LOAN SERVICING SOLUTION LLC LAS VEGAS NV 89134 2700 VILLAGE CENTER DR	000034597328
-	LOAN SERVICING SOLUTIONS LLC LAS VEGAS NV 891346299 1930 VILLAGE CENTER	000035396144
-	LOAN SERVICING SOLUTION LLC LAS VEGAS NV 891346299 1930 VILLAGE CENTER CIR	000035399280
-	LOAN SERVICING SOLUTION LLC RALEIGH NC 276970001 1100 NEW BERN AVE	000036199133
-	LOAN SERVICING SOLUTIONS LLC RALEIGH NC 276970001 1100 NEW BERN AVE	000036599163

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1. NC Division of Motor Vehicles Headquarters

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1100 New Bern Avenue
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Phone

(919) 715-7000

Fax

(919) 733-6950

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Thursday, Friday

● 8:00 AM - 6:00 PM

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There are 6 offices near that zip code.

1. NC Division of Motor Vehicles Headquarters

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Raleigh, 27697

Open until 5:00 PM

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Monday, Tuesday, Wednesday

● 8:00 AM - 5:00 PM

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1. Date 4/22/14

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addressees to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

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2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.) Autoloans, LLC

3a. Address to be Used for Delivery (Include PMB or # sign.) 6170 W Lake Mead Blvd # 44573

3b. City Las Vegas 3c. State NV 3d. ZIP + 4® 89108

4. Applicant authorizes delivery to and in care of:

a. Name Traveling Mailbox

b. Address (No., street, apt./ste. no.) 6170 W. LAKE MEAD BLVD

c. City LAS VEGAS d. State NV e. ZIP + 4 89108

5. This authorization is extended to include restricted delivery mail for the undersigned(s): William McKibbin

6. Name of Applicant William McKibbin

7a. Applicant Home Address (No., street, apt./ste. no.) 1969 SW 36th Avenue

7b. City Delray Beach 7c. State FL 7d. ZIP + 4 33445

7e. Applicant Telephone Number (Include area code) 561-200-3345

8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.

a. FL DL M215-939-80-207-0

b. US Passport 307466863

9. Name of Firm or Corporation Autoloans, LLC

10a. Business Address (No., street, apt./ste. no.) ANZ House, Main Road

10b. City Rarotonga 10c. State Cook Islands 10d. ZIP + 4 no zip

10e. Business Telephone Number (Include area code) 561-200-3345

11. Type of Business Automotive

12. If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

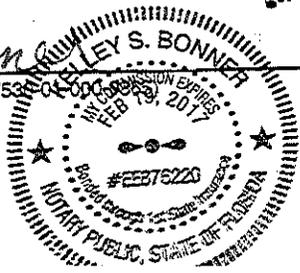
13. If a CORPORATION, Give Names and Addresses of Its Officers

14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

15. Signature of Agent/Notary Public Kelley S. Bonner

16. Signature of Applicant (If firm or corporation, application must be signed by officer, sign title.) William McKibbin Agent



Pawn Ticket and Agreement

Autoloans, LLC P.O. Box 11 Rarotonga Cook Islands	Consumer (Name, Address, City, State, Zip, telephone): S [REDACTED] M [REDACTED] [REDACTED] Garner, North Carolina 27529 [REDACTED]
---	--

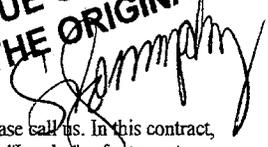
TRUTH - IN - LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount your credit will cost you.	The amount of credit provided to you.	The amount you will have paid after you have made all payments as scheduled.
251.03%	\$2,713.60	\$1,000.00	\$3,713.60

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
11	\$217.80	Every 30 days, beginning 30 days from the date of funding
Final Payment	AMOUNT OF PAYMENT	WHEN PAYMENT IS DUE
1	\$1,317.80	360 days from the date of funding

Security Interest: This pawn transaction is secured by your motor vehicle and by your ACH authorization. **Prepayment:** If you pay off early on loans under \$5,000 you will not have to pay a penalty. On loans of \$5,000 or more if you pay the principal loan amount off or down in the first 60 days a prepayment penalty will be assessed equal to 60 days of interest less any interest already assessed. **Late charge:** There is a late charge equal to the greater of 5% of the payment amount or \$15.00 for any payment that is late. The late charge may be assessed if your payment is 3 days late. See the terms below for any additional information about nonpayment, default and prepayment refunds.

Itemization of the Amount Financed:		Description of Pawned Motor Vehicle
Amount given to you directly:	\$1,000.00	VIN: 1D7HA18D14S543631
Amount paid on our prior loan to you:	\$0.00	Year: 2004
Amount paid to for	\$0.00	Make/Model/Series: Dodge Ram 1500 SLT Quad Cab
Plus Titling Fee:	\$0.00	
Plus Processing Fee to us (Prepaid Finance Charge):	\$100.00	
Equals "Principal Amount" of your loan:	\$1,100.00	
Less Prepaid Finance Charge:	\$100.00	
Equals Amount Financed:	\$1,000.00	

THIS IS A TRUE CERTIFIED COPY OF THE ORIGINAL


Definitions: The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call us. In this contract, the word "you" or "your" refers to and includes where appropriate, all person who sign this contract. "We", "us", "our" or "Lender" refer to Autoloans, LLC.

Motor Vehicle Title Pawn: You have agreed to pledge and pawn to Lender your 'Pawned Motor Vehicle' in exchange for the agreed Principal Amount shown above. The Pawned Vehicle includes the motor vehicle described above, the certificate of title to that motor vehicle, and any proceeds, accessories, attachments, accessions, replacements and additions to the motor vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the vehicle or from any insurer, whether due to judgment, settlement or other process. However, the Pawned Motor Vehicle does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that consumer may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the vehicle. Except for the pawn interests in Lender's favor, consumer represents that there are no others liens, interests or encumbrances regarding the Pawned Motor Vehicle.

Loan Proceeds: You agree that we may disburse the pawn proceeds as set forth in the Itemization of the Amount Financed above, with the amount given to you directly being deposited by us by ACH credit to your designated depository account. You agree to pay a processing fee in the amount shown above. The processing fee is financed as part of the Principal Amount of the loan and accrues interest. The amount of any regular filings fees are covered by the processing fee. You further agree, however, that you will pay any additional filing fees or charges that may arise. In this connection, for example, you agree that we may deduct from the loan proceeds paid directly to you any outstanding traffic tickets, parking tickets, or other charges required by the motor vehicle department.

Possession and Use of Pawned Vehicle: During this transaction, the certificate of title to the Pawned Motor Vehicle shall be maintained in possession of the Lender and the Pawned Motor Vehicle may be maintained in your possession subject to the terms of this Pawn Agreement. Lender is permitted, but not required, to file notice of its pawn interest on the certificate of title or other applicable public filing office without prejudice to the nature of this transaction as a pawn transaction and without being treated as a secured transaction subject to Article 9 of the Uniform Commercial Code or similar statutes. Lender does not have any responsibility or liability whatsoever for the maintenance and use of the Pawned Motor Vehicle, including, without limitation, any damages or injury related to the Pawned Motor Vehicle. You agree not to use the Pawned Motor Vehicle for any illegal purpose. You agree to maintain the Pawned Motor Vehicle in its current condition, reasonable wear and tear excepted. Lender may make adjustments to the amounts you are required to pay if the Pawned Motor Vehicle is not delivered to or recovered by Lender in that condition.



- [HOME](#)
- [JURISDICTIONS](#)
- [PRODUCTS](#)
- [PUBLICATIONS](#)
- [CONTACT](#)
- [PAYMENT PORTAL](#)

CONTACT SOUTHPAC TRUST

COOK ISLANDS

Southpac Trust Limited is a licensed trust company in, and conducts business online in and from, the Cook Islands.

Southpac Trust Limited & Southpac Trust International, Inc.

ANZ House, P.O. Box 11, Maire Nui Road, Avarua, Rarotonga, Cook Islands.

T: +682 20 514

NEVIS

Southpac Trust Nevis Limited is a licensed trust company in, and conducts business only in and from, Nevis.

Southpac Trust Nevis Limited

Hunkins Plaza, P.O. Box 681, Charlestown, Nevis, West Indies.

T: +1 869 469 1943

NEW ZEALAND

Southpac Trust NZ Limited conducts business online in and from New Zealand.

Southpac Trust NZ Limited

Rydal House, 29 Grey Street, Tauranga, New Zealand.

T: +64 7 571 8548

We recommend that you read our [Terms of Use & Privacy Policy](#) before accessing this website, accessing any other material on this website, or contacting us in regards to any material contained or linked to this website.

Auditors: Ingham Mora

[SEND US AN EMAIL](#)

RECEIVED
2014 AUG - 1 AM 10: 31

RECEIVED
2014 AUG - 7 AM 10: 01



COOK ISLANDS

CERTIFICATE OF CURRENT STATUS

LIQUIDATION, LLC

I, Ngametua Arakua, Registrar of Limited Liability Companies for the Cook Islands HEREBY CERTIFY THAT:

1. LIQUIDATION, LLC, ("the Limited Liability Company") No. LLC11263/2014 was duly registered as a Limited Liability Company pursuant to the Limited Liabilities Companies Act 2008 on the 10th day of April 2014.
2. The Limited Liability Company's registration is current and expires on the 9th day of April 2015.
3. According to our records at the date of this certificate:
 - a. The name of the Registered Agent is Southpac Trust Limited
 - b. The address for service is Southpac Trust Limited, ANZ House, Main Road Avarua, Rarotonga, Cook Islands.
 - c. No notices of suspension have been filed with the Registrar.

CERTIFIED under my hand and seal at Avarua, Rarotonga this 29th day of July 2014.



Ngametua Arakua

Ngametua Arakua
Registrar of Limited Liability Companies

EXHIBIT
D



HOME

JURISDICTIONS

PRODUCTS

PUBLICATIONS

CONTACT

PAYMENT PORTAL

JURISDICTIONS

Cook Islands

Cook Islands International Trust

Cook Islands Limited Liability Company (LLC)

Cook Islands International Business Company (IBC)

Cook Islands Foundation

Nevis

New Zealand

COOK ISLANDS LIMITED LIABILITY COMPANY (LLC)

As the demand for flexible offshore company structures became apparent within the offshore market, The Cook Islands Limited Liability Companies Act 2008 was passed.

STRUCTURE:

Member(s)

- Any individual or entity from any country can hold a membership interest in an LLC.
- Single Member LLC's are permitted.

Manager

- Management of the LLC may be by its Member; or by a Manager appointed by its Member.

- The Manager can have total (100%) control of the company.
- The Manager need not have any ownership interest, notwithstanding he can control the company and all of its assets.

Operating Agreement

- The operating agreement allows for any provisions, rules, terms for the conduct of its business as long as they are lawful.

CONFIDENTIALITY:

- Member and Manager information is only known to the Trustee company who registers the LLC.
- An LLC is required to keep accounting records that are sufficient to show the position of the LLCs transactions with reasonable accuracy; these records must be retained by the resident agent within the Cook Islands.

FOREIGN JUDGEMENTS:

Foreign judgements given in relation to the availability of a membership interest to satisfy a creditor (unless consistent with Cook Islands law), cannot be recognised or enforced by a Cook Islands court).

The sole remedy available to a Creditor in respect of a member's membership interest is a charging order.

The person in whose favour a charging order has been issued cannot:

- a. Interfere in the Manager's management of the LLC including any sale of its assets.
- b. Liquidate or seize the assets of the LLC.
- c. Restrict the business of the LLC.
- d. Dissolve or cause the dissolution of the LLC.

TAXATION:

LLC's are tax exempt. There are no reporting requirements.

FORMATION OF LLC – TIMEFRAME:

Within 24 hours of receiving executed scanned copies of operating agreement and due diligence documents.

CONTACT US

For more information on our office locations etc.

please visit the [contact page](#).

Alternatively you can contact us quickly using the form to the right.

STAFF AREA

Login to the private area.

SEND US A MESSAGE

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT, hereinafter deemed a LEASE effective as of _____, is entered into by and between SPANISH RIVER PLAZA, LTD., a Florida Limited Partnership, whose address is 500 NE Spanish River Blvd., Suite 13, Boca Raton, FL 33431 (hereinafter "LANDLORD"), and Loan Servicing Solutions, LLC, a Cook Islands, LLC., whose address is 500 N.E. Spanish River Blvd. #15-16 Boca Raton, FL 33431 (hereinafter "TENANT") upon the following terms and conditions:

1. LEASE AND TERM. LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, a portion of the premises (as defined below) on an annual basis, with the term to commence on **January 1, 2013** and continue until **August 31, 2015** (the "Term"), unless extended or earlier terminated as provided by the terms of this Lease (as defined below) or the parties.

2. PREMISES: The premises is part of a large commercial office center owned by the LANDLORD at 500 NE Spanish River Blvd., Boca Raton, FL 33431 (the "Property" or Office Center"). The leased property, otherwise known as Suite _____ (the "Premises" or "Leased Premises"). is either: *(initial appropriate space designation)*
_____ () an office within a sub-divided individual office suites, or;
(Initial)
_____ (X) one or more entire (individual) office suite(s), whether separated or contiguous;
(Initial)

A floor-plan may be attached hereto as Exhibit "A" to this Lease. The TENANT shall have continuous exclusive use of the leased premises and the non-exclusive use of any reception/ waiting areas and/or restroom facilities associated with the office suites if this lease is for a sub-divided suite. If this lease is for a full office suite, the TENANT shall have continuous exclusive use of all facilities located within the suite. *By signing this Lease, the TENANT acknowledges that the TENANT has inspected the premises which will be rented and is satisfied with the condition and state of repair existing as of the date hereof. Unless specifically set forth in this Lease under a separate Rider, no modifications or alterations of the Premises will be made by the LANDLORD for the benefit of the TENANT nor may the TENANT undertake any modifications or alterations without the LANDLORD's express written consent.*

3. USE AND RESTRICTIONS: Unless otherwise stated in this agreement, TENANT shall use and occupy the Premises solely as and for a business office, and for no other purpose. Further, it is understood that the premises and the building in which it is located is a "non-smoking" facility and as such, the TENANT, its invitees and employees are restricted to using designated outdoor areas adjacent to or near the premises for any smoking activities.

4. RENTAL LEASE TERM(S) AND OTHER CHARGES:

- Base Rent for Year (1) (Year one is eight month) **\$18,802.00 per year at \$2,350.25 per month** plus applicable *sales tax - see below- (base rent may be adjusted per an Abatement Rider to this Lease, if attached);
- Base Rent for any and all months in Year (2) of the lease will be the base rental rate applicable in preceding year as adjusted (increased) by 3% over the prior year's base rent plus all applicable sales tax.

The four (4) month's of rent shall be due and payable upon execution of this Lease agreement along with any advance rent and security deposit required under this agreement. All rent payable by TENANT under this Lease *shall be due on the first day of each month with a five (5) day grace period* and shall be delivered to the LANDLORD at the address set forth in this agreement. All rent is due without prior demand therefor (except where such demand is expressly provided for in this Lease), and is not subject to any deductions, set-offs or counterclaims whatsoever. The aforesaid rent shall include real estate taxes, water, sewage, refuse removal (limited to the common dumpster associated with the property) and common area maintenance charges applicable to the Premises, but shall specifically **exclude:**

A. SALES AND USE TAX, ETC.: TENANT shall also pay the amount of any "use or sales tax" on any rent payable hereunder imposed by the State of Florida and any federal or local government, which taxes and other assessments shall be paid at the same time and in the same manner as each and every Rental Installment, or shall on demand reimburse LANDLORD for the amount thereof, as the case may be. *Sales tax is subject to change in accordance.

B. COMMERCIAL PERSONAL PROPERTY TAXES, ETC.: TENANT shall pay when due all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements, alterations, changes and additions made by TENANT, merchandise and personal property of any kind owned, installed or used by TENANT in, or upon the Premises. In the event any such items of property are assessed with the property of the LANDLORD, TENANT shall be responsible for Taxes associated with any and all personal property on the Premises, and will such Taxes to the LANDLORD within thirty (30) days of demand for the same.

5. ADVANCE RENT, SECURITY DEPOSITS AND LATE CHARGES: In addition to the Lease R

EXHIBIT

E

tabbles

BUSINESS LEASE

This lease, made the 1st day of September, 2011 by and between SPANISH RIVER PLAZA, LTD., and RS Financial Services, LLC hereafter designated as TENANT.

WITNESSETH:

1. DESCRIPTION, TERM AND RENT: The LANDLORD hereby lets unto the TENANT approximately square feet Suites 15 & 16 500 N.E. Spanish River Blvd. in the building known as the SPANISH RIVER PLAZA situated in the City of Boca Raton, County of Palm Beach, State of Florida, for the term of Two (2) years beginning on the 1st day of September, 2011 and ending on the 31st day of August, 2013, at and annual rental of See P. #31 Dollars (\$ See P.#31). Lawful money of the United States, which the TENANT covenants to pay to the LANDLORD, at his office, 500 Northeast Spanish River Boulevard, Boca Raton, Florida 33431 or at such other place as may be designated in writing by the LANDLORD or his agent to the TENANT, in equal monthly installments of \$ See P.#31 in advance without demand on the first day of each month during the said term, which sum shall include sales tax. The sum of \$9,682.00 is hereby received by SPANISH RIVER PLAZA, LTD. to be applied as follows:

- (1) \$ 4,700.00 as security deposit.
- (2) \$ 2,491.00 as payment of the first full months rent due on Sept. 1, 2011. This sum includes sales tax in the amount of \$141.00.
- (3) \$ 2,491.00 as payment of the last full months rent due under the terms of this LEASE. This sum includes sales tax in the amount of \$141.00.

Commencing with September 1, 2011 and continuing thereafter on the first day of each month at the monthly rental of \$ See P.#31 is due in advance payable to SPANISH RIVER PLAZA, LTD., 500 northeast Spanish River Boulevard, Boca Raton, Florida 33431.

2. USE OF PREMISES: The premises hereby leased shall be used and occupied by the TENANT and the TENANT'S employees for the business of General Office and for no other purpose whatsoever. As a material consideration hereto the TENANT covenants, that TENANT will not without the written consent of the LANDLORD permit the premises to be occupied by any person, firm or corporation other than the TENANT whose name appears on this LEASE, and except as may be permitted by LANDLORD under Paragraph Four hereof. The TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on or upon said premises, no act or thing shall be permitted and nothing shall be kept in or about and no waste shall be permitted or committed upon or any damage done to said premises. The TENANT further covenants not to conduct any business nor permit any business to be conducted nor do or permit any act or thing contrary to or in violation of the laws of the United States of America, the State of Florida, or the ordinances of the municipality and county in which this property is located. The Tenant agrees not to commit or allow to be committed any nuisance or other act against public policy, or which may disturb the quiet enjoyment of any other Tenant of the Building.

3. SERVICES: The TENANT shall provide at its own expense the following services:

- (1) Janitorial
- (2) Electric & Window cleaning
- (2) Air Conditioners (Paid by Maintenance Contract)

The LANDLORD shall provide at his own expense the following services:

- (1) Water
- (2) Trash Collection
- (3) Care of Lawn,
Trees and Shrubs

4. ASSIGNMENT OR SUB-LETTING: Without the prior written consent of the LANDLORD the term hereby demised shall not be assigned, mortgaged, pledged, or transferred, nor shall any right or interest thereto or therein be conferred on or vested in anyone other than the TENANT, whether by operation of law or otherwise, nor shall the TENANT let, underlet, or permit the leased premises or any part thereof to be used by others for hire or for any other purpose than as above stated. If the LANDLORD shall permit the Assignment of this LEASE or a subletting of the premises or any part thereof, one or more times, such permission shall not constitute a waiver clause nor be deemed to permit further assignment or sub-letting. Should the LANDLORD consent to the Assignment of LEASE, or any interest

Spanish River Plaza, LTD
500 N.E. Spanish River Blvd. #13
Boca Raton, Fl. 33431

January 8, 2014

Loan Servicing Solution, LLC
Willam Mc Kibbin
And
RS Financial Serivces, LLC
Andrew Schwartz
500 N.E. Spanish River Blvd. #15,16,17,&18
Boca Raton, Fl. 33431

RE: Mutual Termination of the following lease agreement:
Loan Servicing Solutions (As Tenant) and Spanish River Plaza (As Landlord) dated
January 13, 2013
RS Financial Services LLC (As Tenant) and Spanish River Plaza (As Landlord) dated
September 1, 2011.

Gentlemen,

This letter is confirmation that the Landlord and Tenants referred to above agree to mutually terminate there respective leases with the following conditions.

1. Tenant(s) will vacate the premises, leave all tangible property set forth of attachment to Lease and leave premises in good clean condition. (Landlord confirms this condition As if dated if this letter has been met.) by December 31, 2013.
2. Tenant(s) will forfeit all prepayments and rents received prior to the date of this Agreement including but not limited to the rent check received January 6, 2014 and All prepayment as of the time the leases were executed.
3. Tenant(s) will pay the sum of five thousand one hundred thirty- two dollars (\$5,132.00). in consideration fro early termination of the above of the above Referred to leases.

In return Landlord will release and hold harmless the Tenants and their principals from Any future obligations entered into by these leases.

Witness:

Witness:

Spanish River Plaza, LTD.
Robert Smith & Associates, Inc.
General Partner
Gary G. Smith

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Loan Servicing Solutions, LLC
433 Plaza Real, Suite 275
Boca Raton, FL 33432-3999

WELLS FARGO BANK N.A.
62-086/311

2437

07/25/2014

PAY TO THE
ORDER OF

Southeast Financial Management, LLC

\$**3,529.27

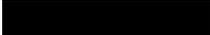
Three thousand five hundred twenty-nine and 27/100*****
DOLLARS

Southeast Financial Management, LLC
951 Yamato Rd. Suite 104
Boca Raton, FL 33431

M/LMO

Rent - 951 Yamato

William McK...



Pay To The Order Of
Wells Fargo Bank N.A.
For Deposit Only
Southeast Financial Management LLC



Subpoena Processing Charlotte
D1111-016
Charlotte NC 28201

Details on Back
Secure Check

Sistie Kimelman

From: Max [mweiner@titleloanamerica.com]
Sent: Tuesday, October 15, 2013 8:58 AM
To: Sistie Kimelman
Subject: RE: Your first impressions of Regus

Good morning.

I hope my review helped. We are very close to switching everything over. Here are the companies that we will have initially:

1. Sovereign Lending Solutions, LLC ✓
2. Loan Servicing Solutions, LLC 25 ✓
3. Title Loan America ✓
4. RS Financial ✓

Arian Lake

I will come over next week to meet the team and discuss the next steps. I look forward to meeting you.

Thank you.

Mark

From: Sistie Kimelman [mailto:Sistie.Kimelman@regus.com]
Sent: Wednesday, June 05, 2013 9:14 AM
To: Mark
Subject: RE: Your first impressions of Regus

you are the best...

Sistie Kimelman
General Manager
Regus
433 Plaza Real, Suite 275, Boca Raton, FL 33432, USA
O 561 962 4100 F 561 962 4101 sistie.kimelman@regus.com
www.regus.com



From: Mark [mailto:mweiner@titleloanamerica.com]
Sent: Wednesday, June 05, 2013 8:56 AM
To: Sistie Kimelman
Subject: FW: Your first impressions of Regus

You will be very happy.



Sistie Kimelman

From: Kelley [Kelley@hostedemailaccounts.com]
Sent: Tuesday, June 03, 2014 3:31 PM
To: Sistie Kimelman
Subject: Sovereign Lending Solutions LLC and affiliates

Good afternoon Sistie,

Mark asked that I email you requesting that your office not sign for USPS Certified Return Receipt packages any longer for all of our Business names effective 6/3/14.

Thank you for your help in advance,

Kelley
855-221-3282 Option #6
Fax: 877-471-7921

NEW

Intelligent Office Membership Agreement

Service Categories:

- Facilities Only - Professional address and receipt of mail with option to use conference rooms and offices
- Business Identity Live - Professional address package with entry-level office usage and communications
- Intelligent Assistant® - Full-service, professional live answer receptionist trained as a member of your staff
- Dedicated Office - Leased office space for a designated term with Intelligent Assistant®

COMPANY NAME: Loan Servicing Solutions / Autoleads LLC / CARWAN-LLC

Billing Contact: Mark Weiner

Street Address: 433 Plaza Real, Suite 275

City: Boca Raton State: Florida Zip Code: 33432

Phone Number: 855-221-3282 x7013 Office: 754-999-8360

Email Address: mark@hostedemailaccounts.com

Detailed Membership Information:

	Recurring Monthly Fee	Installation
Facilities Only		
Business Identity Live		
Intelligent Assistant® Options:		
Intelligent Assistant®		
Simple Forward		
Screened Forward		
Per Call Plan		
With Business Identity Live		
Additional Members		
Dedicated Office		
Additional Services: Address Services w/2x per week	\$190.00	\$50.00
1) mail forwarding staff to package and ship to		
2) address above. boxes purchased and resold		
3) at cost. Includes 4 hrs labor. > 4 hrs @ \$35.00 hour		
4) Shipping costs paid for by Loan Servicing Solutions		
5) Credit card processing fee \$20.00	20	
NOTES: 1/2 off 1st month w/12 month agreement		
TOTAL:	\$190.00 20	\$50.00

Start Date: 08/01/2014

Phone Number:

Recurring Monthly Fee:	\$190.00
One-time Installation:	\$50.00
Deposit:	\$190.00
TOTAL INITIAL PAYMENT:	\$335.00

Adjustments:
(\$95.00)



Intelligent Office

www.intelligentoffice.com

Sovereign Lending Solutions, LLC
P.O. Box 477
Boca Raton, FL 33429

December 29, 2014

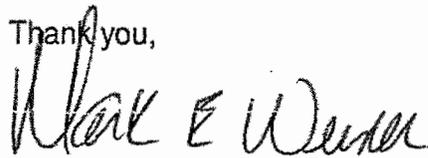
Regus
433 Plaza Real
Suite 275
Boca Raton, FL 33432
ATTN: Alejandro Porras General Manager

Good afternoon Mr. Porras,

Sovereign Lending Solutions, LLC and all their affiliates will be terminating our virtual office agreement with Regus effective April 15, 2015. Please forward all mail and final bills to:

Auto Loans LLC
1930 Village Center Circle
#3-4573
Las Vegas, NV 89134

Thank you,



Mark Weiner
Operations Manager



FIRST
INTERNET BANK

8888 Keystone Crossing
Suite 1700
Indianapolis, IN 46240

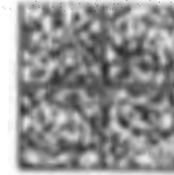
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scanmailboxes.com



INDIANAPOLIS

RETURN SERVICE
REQUESTED



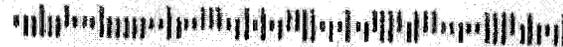
U.S. POSTAGE >>> PITNEY BOWES



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02 411
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SERVICING COMPANY DE LLC
2028 E BEN WHITE BLVD
SUITE 240-6509
AUSTIN TX 78741

78741693165



Received at Scan Mailboxes on 2/17/2016 9:16 AM

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO: _____

STATE OF NORTH CAROLINA,)
ex rel. Roy Cooper, Attorney General,)
)
Plaintiff,)
)
v.)
)
LIQUIDATION, LLC;)
LOAN SERVICING SOLUTION, LLC;)
SERVICING COMPANY DE, LLC;)
WILLIAM WALTER MCKIBBIN, III;)
KEVIN LEE CRONIN;)
MARK EDWARD WEINER; and)
BOBBY JOE MCKIBBIN; individually)
and collectively d/b/a AUTOLOANS, LLC;)
CAR LOAN, LLC; and SOVEREIGN)
LENDING SOLUTIONS, LLC; and)
Other unnamed individuals and entities;)
)
Defendants;)
)
)
And)
)
NORTH CAROLINA DIVISION OF)
MOTOR VEHICLES;)
)
Nominal Defendant only, named)
solely for purposes of injunctive)
relief.)
)
)

AFFIDAVIT OF M. LYNNE WEAVER

M. Lynne Weaver, first being duly sworn, deposes and says as follows:

1. I am a Special Deputy Attorney General in the Consumer Protection Division of the North Carolina Department of Justice (“NCDOJ”), and I am counsel of record for Plaintiff the State of North Carolina in the above-captioned case. I have been an attorney with the NCDOJ’s Consumer Protection Division since 1999, and I have substantial experience in the

area of consumer protection and consumer credit law. I submit this affidavit pursuant to Rule 65 of the North Carolina Rules of Civil Procedure, in support of *Plaintiff's Motion for a Temporary Restraining Order and A Preliminary Injunction*, filed on April 25, 2016 in the above-captioned case. I have personal knowledge of the information contained in this affidavit.

2. Within the last eight months, through their Attorney General and/or their state's banking regulator, the States of Colorado, Massachusetts, Michigan, Oregon, and Pennsylvania all have brought enforcement actions in their respective state courts against one or more of the Defendants regarding the identical illegal lending activities described in the State of North Carolina's Complaint. Specifically, each of the States has alleged that Defendants are unlicensed and have made and collected on illegal, usurious loans in their states and have engaged in unfair and deceptive practices, among other allegations. The actions are as follows:

- (a) *Julie Ann Meade, Administrator, Uniform Consumer Credit Code v. Management Solution, LLC, William W. McKibbin, III, Kevin L. Cronin, and Mark E. Weiner (individuals collectively d/b/a Car Loan, LLC, AutoLoans, LLC, and Loan Servicing Solutions, LLC)*, Denver County District Court, Case No. 2015 CV 33628, filed October 13, 2015;
- (b) *Commonwealth of Massachusetts v. Liquidation, LLC, on behalf of itself and as successor in interest to Sovereign Lending Solutions, LLC and Auto Loans, LLC, and d/b/a Vehicle Liquidation, LLC, Auto Loans, LLC, and Car Loan, LLC*, Suffolk County Superior Court, Case No. 16-CV-0688, filed March 1, 2016;
- (c) *Bill Schuette, Attorney General of the State of Michigan, ex rel. The People of the State of Michigan v. Liquidation, LLC, also d/b/a Vehicle Liquidation, LLC, AutoLoans, LLC, Auto Loans, LLC, Car Loan, LLC, Sovereign Lending Solutions, LLC, Sovereign Lending, LLC, Management Solutions, LLC, Loan Servicing Solutions, LLC; and William McKibbin, III, and Mark Edward Weiner*, 30th Judicial Circuit Court (Ingham County), Case No. 16-30-CP, filed January 14, 2016;
- (d) *State of Oregon, ex rel. Ellen Rosenblum, Attorney General and Patrick Allen, Director of the Department of Consumer and Business Services v. Liquidation, LLC, d/b/a Vehicle Liquidation, LLC, d/b/a Auto Loans, LLC, and d/b/a Car Loan, LLC*, Multnomah County Circuit Court, Case No. 15CV21853, filed August 18, 2015;
- (e) *Commonwealth of Pennsylvania Department of Banking and Securities v. Autoloans, LLC, Car Loan, LLC, Management Solutions, LLC, William McKibbin, III, Kevin Cronin, Mark Weiner, and Kelley Bonner*, Commonwealth of Pennsylvania Department of Banking and Securities, Docket No. 150017, filed December 7, 2015.

3. I have personally spoken by telephone and/or communicated by e-mail with counsel of record for each of the States in the above-referenced actions, and specifically, the following attorneys: Assistant Attorney General David B. Shaw (Colorado); Assistant Attorney General Francesca Miceli (Massachusetts); Assistant Attorney General Kathy Fitzgerald (Michigan); Assistant Attorney General Althea Cullen (Oregon); and Deputy Chief Counsel

Linda Carroll (Pennsylvania Department of Banking and Securities). In addition, I have reviewed most of the court filings in each of the above-referenced state enforcement actions.

4. In all of the enforcement actions—with the exception of Colorado, which did not move for temporary or preliminary injunctive relief—the respective state court or administrator has granted the States’ motions for temporary and preliminary injunctive relief, enjoining the Defendants from engaging in any further lending or collections’ activities in the respective states. Copies of temporary restraining orders and preliminary injunction orders entered by courts in the States of Massachusetts, Michigan, and Oregon, and a Cease and Desist Order issued by the Pennsylvania Department of Banking, are attached as **Exhibit A**.

5. The Defendants have failed to appear or to defend any of the above State enforcement actions, notwithstanding the States’ service of their complaints on the Defendants and attempts to contact one or more of the Defendants before and after the complaints were filed.

6. In all of the States, I understand that Defendants have failed to comply with injunction orders. Counsel of record for each of the States has represented to me that, even after injunction orders were entered, Defendants continued to contact consumers in their states to attempt to collect loan payments from consumers, and Defendants continued to attempt to repossess consumers’ vehicles—all in direct violation of court or administrative orders entered in the respective states.

7. For example, on December 7, 2015, because of Defendants’ failure to comply with the Pennsylvania Department of Banking’s Cease and Desist Order issued in June 2015, enjoining the Defendants’ activities, the Commonwealth filed a petition to enforce the order. In a Memorandum Opinion issued on January 22, 2016, the Honorable Bonnie Brigance Leadbetter of the Commonwealth Court of Pennsylvania, granted the Commonwealth’s petition, finding as follows:

The Department further alleged that no answers were filed in response to its order and that Respondents have failed to comply with it because they have not ceased making loans, conducting repossessions, and charging and collecting usurious interest. Further, it is alleged that Respondents have not provided information as requested, that they have not made refunds and that they have not paid the fine or released liens filed with PennDOT.

Memorandum Opinion, at page 4. (Emphasis added). A copy of the Memorandum Opinion and is attached as **Exhibit B**.

8. Similarly, in Oregon’s enforcement action, in an *Order Granting Plaintiff’s Motion for Preliminary Injunction*, entered on September 3, 2015, the Honorable John Wittmayer of the Multnomah County (Oregon) Circuit Court found: “The record reflects that Defendant, although aware of the litigation, has not contacted Plaintiff, the State of Oregon, and instead sought to violate the terms of the Order by requesting payment from Oregon consumers

pursuant to the illegal loans.” (Emphasis added.) A copy of this Order is attached as part of Exhibit A.

9. In a press release issued on March 18, 2016, by the Massachusetts Attorney General’s Office describing its enforcement action and the Massachusetts Court’s issuance of a Temporary Restraining Order and a Preliminary Injunction, the Massachusetts Attorney General announced: “The company purports to have transferred all of its assets overseas and reorganized in the Cook Islands.” A copy of this press release is attached as Exhibit C.

10. Based upon the foregoing, including the evidence described in the affidavits of Consumer Specialist David C. Evers and Paralegal Jennifer L. Sugar, including their descriptions of Defendants’ extensive measures to conceal their physical location(s); the Defendants’ frequent opening and closing of myriad bank accounts; and the Defendants’ movement of substantial monies offshore, including to a bank located in the Cayman Islands; and based upon my experience as a consumer protection attorney for the State, I certify that I believe there is an extraordinarily high likelihood that: (a) Defendants have or are moving all or most of their assets offshore so that States and creditors cannot reach them to satisfy judgments; (b) Defendants will not answer or defend against the State’s complaint; and (c) Defendants will not disgorge illegally obtained assets or pay on any judgment of restitution to consumers or other money judgment, if and when any judgment is entered by this Court.

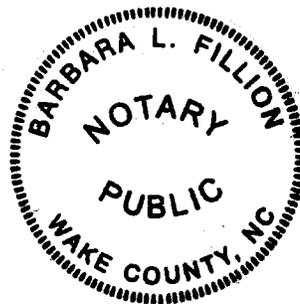
M. Lynne Weaver 4/22/16
M. Lynne Weaver Date

Sworn to and subscribed before me

This the 22nd day of April, 2016

Barbara L. Fillion
Notary Public

My Commission Expires: 3-31-2020



Stoly

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

SUPERIOR COURT
Civil Action No.

16-cv-0688

COMMONWEALTH OF MASSACHUSETTS

Plaintiff,

v.

LIQUIDATION, LLC, on behalf of itself
and as successor-in-interest to Sovereign
Lending Solutions, LLC and Auto Loans, LLC,
and d/b/a Vehicle Liquidation, LLC, Auto
Loans, LLC, and Car Loan, LLC,

Defendant,

JP MORGAN CHASE BANK, N.A. and
FIFTH THIRD BANK,

Trustee-Defendants.

KHK

PROPOSED TEMPORARY RESTRAINING ORDER

This matter having come to be heard by the Court on March 1, 2016, pursuant to Mass. R. Civ. P. 65(a), and after *ex parte* hearing and consideration, it is hereby ORDERED that Defendant Liquidation, LLC, on behalf of itself and as successor-in interest to Sovereign Lending Solutions, LLC and Auto Loans, LLC, and d/b/a Vehicle Liquidation, LLC, Auto Loans, LLC, and Car Loan, LLC (collectively, "Liquidation"), and any of its officers, agents, employees, attorneys, associates, affiliates, and all other persons acting in concert with Liquidation that have notice of the restraining order, are hereby enjoined from engaging in the following conduct in the Commonwealth of Massachusetts or in connection with a Massachusetts consumer:

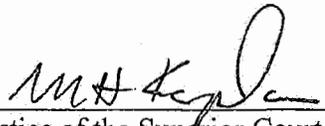
pending a hearing on the motion for a preliminary injunction confirming this ex parte order.

EXHIBIT
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A

- (1) Advertising, soliciting, brokering, purchasing, selling, or assigning any loans in Massachusetts;
- (2) Directly or indirectly making, financing, servicing, collecting, or facilitating any loans to a Massachusetts consumer;
- (3) Asserting a security interest in any Massachusetts motor vehicle pledged as collateral for repayment of a loan by filing a title lien or otherwise;
- (4) *in connection with the establishment, collection or servicing of any loan in Massachusetts.*
Contacting or otherwise communicating with any Massachusetts consumers;
- (5) Soliciting, receiving, or accepting any payments on any loans made to Massachusetts consumers;
- (6) Repossessing or ordering the repossession or transport of any motor vehicle registered or titled in Massachusetts;
- (7) Transferring title or otherwise changing the ownership status of any motor vehicle previously registered or titled in Massachusetts;
- (8) Selling, through auction or otherwise, any motor vehicle previously registered or titled in Massachusetts; and
- (9) Transferring, dissipating, pledging, selling, mortgaging, encumbering, concealing, or in any way disposing of ownership or custody of ~~any real or personal~~ assets or funds which Liquidation owns or controls, individually or collectively, or may own or control while the injunction remains in effect, including but not limited to: all real property, wherever located; all personalty, wherever located; all household

and office furnishings; all investment and bank accounts, and all funds contained therein, wherever located; all securities; and all lump-sums of money, of any amount, Liquidation has, or may receive while the injunction remains in effect, from any source; except to return funds to Massachusetts consumers.

SO ORDERED.



Justice of the Superior Court

Entered: 3/1/2016

NOTIFY

7

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

SUPERIOR COURT

Civil Action No. 2016 - 688-C

COMMONWEALTH OF MASSACHUSETTS

Plaintiff,

v.

LIQUIDATION, LLC, on behalf of itself
and as successor-in-interest to Sovereign
Lending Solutions, LLC and Auto Loans, LLC,
and d/b/a Vehicle Liquidation, LLC, Auto
Loans, LLC, and Car Loan, LLC,

Defendant,

JP MORGAN CHASE BANK, N.A. and
FIFTH THIRD BANK,

Trustee-Defendants.

~~REQUEST~~ **PRELIMINARY INJUNCTION**

This matter came before the Court on March 10, 2016, pursuant to Mass. R. Civ. P. 65(b). After having reviewed the Commonwealth's Complaint with supporting affidavits, and motion and supporting memoranda requesting a preliminary injunction to restrain Defendant and all persons in active concert or participation with him from any lending or collection activities on loans made by Defendant Liquidation, LLC or its predecessors-in-interest to a Massachusetts resident, together with the other pleadings and orders previously entered by this Court, and after hearing the arguments of counsel and in consideration thereof, the Commonwealth's request for preliminary injunction is GRANTED. It is hereby ORDERED that:

A. The terms of the Temporary Restraining Order entered by this Court on March 1, 2016 are superseded by the terms of this Preliminary Injunction Order, which shall remain in force until otherwise modified by this Court;

B. Defendant Liquidation, LLC, on behalf of itself and as successor-in interest to Sovereign Lending Solutions, LLC and Auto Loans, LLC, and d/b/a Vehicle Liquidation, LLC, Auto Loans, LLC, and Car Loan, LLC (collectively, "Liquidation"), and any of its officers, agents, employees, attorneys, associates, affiliates, and all other persons acting in concert with Liquidation that have notice of the restraining order, are enjoined from engaging in the following conduct in the Commonwealth of Massachusetts or in connection with a Massachusetts consumer:

- (1) Advertising, soliciting, brokering, purchasing, selling, or assigning any loans in Massachusetts;
- (2) Directly or indirectly making, financing, servicing, collecting, or facilitating any loans to a Massachusetts consumer;
- (3) Asserting a security interest in any Massachusetts motor vehicle pledged as collateral for repayment of a loan by filing a title lien or otherwise;
- (4) Contacting or otherwise communicating with any Massachusetts consumers *in connection with the establishment, collection or servicing of any loan in Massachusetts;*
- (5) Soliciting, receiving, or accepting any payments on any loans made to Massachusetts consumers;
- (6) Repossessing or ordering the repossession or transport of any motor vehicle registered or titled in Massachusetts;

PRAL

- (7) Transferring title or otherwise changing the ownership status of any motor vehicle previously registered or titled in Massachusetts;
- (8) Selling, through auction or otherwise, any motor vehicle previously registered or titled in Massachusetts; and
- (9) Transferring, dissipating, pledging, selling, mortgaging, encumbering, concealing, or in any way disposing of ownership or custody of any real or personal assets or funds which Liquidation owns or controls, individually or collectively, or may own or control while the injunction remains in effect, including but not limited to: all real property, wherever located; all personalty, wherever located; all household and office furnishings; all investment and bank accounts, and all funds contained therein, wherever located; all securities; and all lump-sums of money, of any amount, Liquidation has, or may receive while the injunction remains in effect, from any source; except to return funds to Massachusetts consumers.

SO ORDERED.


Justice of the Superior Court

Entered: 3/10/16

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERAL
OF THE STATE OF MICHIGAN, *ex rel*
The People of the State of Michigan,

No. 16- 30 -CP

Plaintiff,

HON. WILLIAM E. COLLETTE

LIQUIDATION, LLC; also doing business as:
VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC;
AUTO LOANS, LLC; CAR LOAN, LLC;
SOVEREIGN LENDING SOLUTIONS, LLC;
SOVEREIGN LENDING, LLC,
MANAGEMENT SOLUTIONS, LLC;
LOAN SERVICING SOLUTIONS, LLC; and
WILLIAM MCKIBBIN, III, INDIVIDUALLY;
MARK EDWARD WIENER, INDIVIDUALLY, *et al.*

Defendants.

EX PARTE TEMPORARY RESTRAINING ORDER
AND ORDER TO SHOW CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT BE ISSUED

At a session of said Court held in the City of Lansing, County of
Ingham, Michigan this 14th day of JAN, 2016.

Present: HONORABLE

WILLIAM E. COLLETTE

Ingham County Circuit Judge

Plaintiff's Complaint with supporting Affidavits requesting a preliminary
order of injunction, together with a temporary restraining order until such time as
it may be determined whether said preliminary injunction should issue, and the

supporting Motion and Brief having been considered, and the Court being fully informed in the premises,

IT IS HEREBY ORDERED that Defendant Liquidation, LLC, also doing business as AutoLoans, LLC, Auto Loans, LLC, Car Loan, LLC, Sovereign Lending Solutions, LLC, Sovereign Lending, LLC, and Management Solutions, LLC, show cause before this court on the 27th day of JANUARY, 2016 at 11:00 AM why a preliminary order of injunction should not be issued as prayed in Plaintiff's Complaint and Motion For Temporary Restraining Order.

IT IS FURTHER ORDERED that in the meantime and until further Order of this Court, said Defendant, its officers, agents, employees, attorneys, and those persons in active concert or participation with Defendant or acting under Defendant's direction who receive actual notice of this Order by personal service or otherwise are restrained and enjoined from any collection actions on loans extended by Defendant to a Michigan resident, including:

- (a) Any action to repossess, transport, take title to, auction, or sell a vehicle pledged as security for repayment of such loan;
- (b) Asserting a security interest in any vehicle allegedly pledged as security for repayment of such loan by filing title lien or otherwise;
- (c) Accepting, collecting, or attempting to collect loan interest payments from any Michigan consumer;
- (d) Making, servicing, collecting or attempting to collect on any loan to persons who reside in Michigan.

THE MOTION REQUESTING A TEMPORARY RESTRAINING ORDER IS GRANTED EX PARTE for the following reasons:

- (a) There is good cause to believe that Defendants, who claim an offshore business address in the Cook Islands, are actively collecting and receiving illegal interest loan payments from Michigan consumers; who in turn are incurring immediate, ongoing, uncollectible and therefore irreparable, financial loss.
- (b) There is good cause to believe that Michigan consumers are suffering immediate and permanent vehicle loss through Defendants' repossession and resale of vehicles pledged as security for loans with illegal interest rates.
- (c) There is good cause to believe that Defendants are utilizing the services of unsuspecting Michigan businesses to effect vehicle repossession and resale via auction; who upon notice, are then placed in an untenable and uncertain legal position regarding appropriate further disposition of such vehicles (i.e., by release to either the consumer owner or to Defendants).
- (d) There is good cause to believe that the harm to the Plaintiff, on behalf of affected Michigan consumers, far outweighs any harm to the Defendants.

TEMPORARY RESTRAINING ORDER ISSUED JAN 14, 2016, at 1:55 PM.

This Order is exempt from security because security is not required of the State,
MCR 3.310(D)(2).

JOYCE DRAGANCHUK

FOR Honorable
Ingham County Circuit Court Judge

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

BILL SCHUETTE, ATTORNEY GENERAL
OF THE STATE OF MICHIGAN, *ex rel*
The People of the State of Michigan,

No. 16- 30-CP

Plaintiff,

HON. WILLIAM E. COLLETTE

LIQUIDATION, LLC; also doing business as:
VEHICLE LIQUIDATION LLC, AUTOLOANS, LLC;
AUTO LOANS, LLC; CAR LOAN, LLC;
SOVEREIGN LENDING SOLUTIONS, LLC;
SOVEREIGN LENDING, LLC,
MANAGEMENT SOLUTIONS, LLC;
LOAN SERVICING SOLUTIONS, LLC; and
WILLIAM MCKIBBIN, III, INDIVIDUALLY;
MARK EDWARD WIENER, INDIVIDUALLY, *et al.*

Defendants.

PRELIMINARY INJUNCTION

At a session of said Court held in the City of Mason,
Ingham County, Michigan this 27th day of January, 2016.

PRESENT: HONORABLE WILLIAM E. COLLETTE, Circuit Judge

This cause having come to be heard on the Court's January 14, 2016 Order to Show Cause Why a Preliminary Order of Injunction Should Not Issue and the Court having considered Plaintiff's Complaint with supporting Affidavits requesting a preliminary injunction to restrain Defendants and all persons in active concert or participation with them from any collection actions on loans extended by

Defendants to a Michigan resident, together with the other pleadings and argument of counsel, and the Court being fully informed;

The Court finds that Plaintiff's request for preliminary injunction should be GRANTED, for the following reasons:

- (a) There is good cause to believe that Defendants, who claim an offshore business address in the Cook Islands, are actively collecting on and receiving illegal interest loan payments from Michigan consumers; who in turn are incurring immediate, ongoing, uncollectible and therefore irreparable, financial loss.
- (b) There is good cause to believe that Michigan consumers are suffering immediate and permanent vehicle loss through Defendants' repossession and resale of vehicles pledged as security for loans with illegal interest rates.
- (c) There is good cause to believe that Defendants are utilizing the services of unsuspecting Michigan businesses to effect vehicle repossession and resale via auction; who upon notice, are then placed in an untenable and uncertain legal position regarding appropriate further disposition of such vehicles (i.e., by release to either the consumer owner or to Defendants).
- (d) There is good cause to believe that Defendants have and continue to receive and enforce collection on loans that uniformly charge triple-digit interest rates in violation of Michigan lending and debt collection laws; and that Plaintiff is therefore likely to prevail on the merits of this action.
- (e) There is good cause to believe that Defendants have engaged and are likely to continue to engage in conduct that violates Michigan lending and debt collection laws by receipt and collection actions to enforce usurious interest payments from Michigan residents, who have no realistic recourse for recovery against Defendants; and that the entry of this preliminary injunction is in the public interest and that no private interest of Defendants outweighs the public interest.

IT IS HEREBY ORDERED that Defendant Liquidation, LLC, also doing business as AutoLoans, LLC, Auto Loans, LLC, Car Loan, LLC, Sovereign Lending Solutions, LLC, Sovereign Lending, LLC, and Management Solutions, LLC, and

their officers, agents, employees, attorneys, and those persons in active concert or participation with Defendants or acting under Defendants' direction who receive actual notice of this Order by personal service or otherwise, are restrained and enjoined from any collection actions on loans extended by Defendants to a Michigan resident until further order of the Court, including:

- (a) Any action to repossess, transport, take title to, auction, or sell a vehicle pledged as security for repayment of such loan;
- (b) Asserting a security interest in any vehicle allegedly pledged as security for repayment of such loan by filing title lien or otherwise;
- (c) Accepting, collecting, or attempting to collect loan interest payments from any Michigan consumer;
- (d) Making or servicing any loan to persons who reside in Michigan.

This Order is exempt from security because security is not required of the State, MCR 3.310(D)(2).

Dated this 27th day of January, 2016.

WILLIAM E. COLLETTE

Honorable WILLIAM E. COLLETTE
Ingham County Circuit Court Judge

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IN THE CIRCUIT COURT OF THE STATE OF OREGON **15CV21853**
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON ex rel. ELLEN F. ROSENBLUM, Attorney General for the State of Oregon, and PATRICK M. ALLEN, Director of the Department of Consumer and Business Services,

Plaintiff,

v.

LIQUIDATION, LLC, d/b/a Vehicle Liquidation, LLC, d/b/a Auto Loans, LLC, and d/b/a Car Loan, LLC

Defendant.

Case No.

ORDER GRANTING PLAINTIFF'S EX PARTE PETITION FOR TEMPORARY RESTRAINING ORDERS AND PROVISIONAL PROCESS

This matter came before the Court, ex parte, upon the sworn petition of Plaintiff State of Oregon, by and through Ellen F. Rosenblum, Attorney General for the State of Oregon, and Patrick M. Allen, the Director of the Department of Consumer and Business Services. Based upon the petition, the memorandum in support, and the declarations filed in support, the Court hereby grants the Petition, and issues the following Orders:

TEMPORARY RESTRAINING ORDER DIRECTED TO BANKS

The financial institutions listed herein, their officers, agents and employees, are immediately prohibited from moving, or authorizing the movement of any funds or other property held on behalf of defendants, or any of them, pending further Order of this Court. The financial institutions and accounts subject to this Order include:

a) Bank of America:

- 1 i. Account Number XXXXXXXX-0880 tied to account holder Loan
2 Servicing Solutions; and,
3 ii. All accounts associated with Employer Identification Number: 98-
4 1170078.

5 b) Wells Fargo Bank:

- 6 i. Account Numbers XXXXXX8509 and XXXXXX4380 both tied to
7 account holder Loan Servicing Solutions; and,
8 ii. All accounts associated with Employer Identification Number: 98-
9 1170078.

10 c) Chippewa Valley Bank:

- 11 i. Account Number XX-X58-9 tied to account holder Sovereign Lending
12 Solutions; and,
13 ii. All accounts associated with Employer Identification Number: 98-
14 1170078.

15 **TEMPORARY RESTRAINING ORDER DIRECTED TO DEFENDANT**

16 Defendant, together with its officers, agents, servants, employees, attorneys, and other
17 persons in active concert or participation with defendant who receive notice of this Order by
18 personal service or otherwise, are prohibited from doing, or attempting to do, or facilitating, any
19 of the following:

- 20 a. Soliciting, offering, or performing any services as a “broker” or “facilitator,” as
21 defined by ORS 725.010(1)(a). This includes the following acts:
22 i. Accepting loans as a “broker” or “facilitator;”
23 ii. Processing, receiving or accepting for delivery to a lender an application
24 for a consumer finance loan, individually or in conjunction or cooperation
25 with another person;

26

- 1 iii. Accepting, or delivering to a lender, all or most of the proceeds of a
2 payment made in connection with a consumer finance loan; or,
3 iv. Assisting in making consumer finance loans, in a material capacity.
- 4 b. Soliciting, offering, or performing any services as a "pawnbroker" as defined by
5 ORS 726.010(1). This includes the following acts:
- 6 i. Soliciting, processing, or receiving any "personal property" as defined by
7 ORS 726.010(2), including but not limited to property as described by
8 ORS 726.010(2)(b);
- 9 ii. Making a "pledge loan," as defined by ORS 726.010(5);
- 10 iii. Facilitating the soliciting, processing or receiving of "personal property"
11 relating to a "pledge loan;"
- 12 iv. Assisting in making "pledge loans" in a material capacity other than as a
13 "pawnbroker."
- 14 c. Collecting or attempting to collect from Oregon consumers any money that
15 represents any interest accrued or interest payable, or penalties, or fees, upon
16 consumer loans that were issued or acquired by Liquidation, LLC; Vehicle
17 Liquidation, LLC; Auto Loans, LLC; or Car Loan, LLC.
- 18 d. Collecting or attempting to collect from Oregon consumers any money or pledge
19 property relating to a pledge loan acquired by Liquidation, LLC; Vehicle
20 Liquidation, LLC; Auto Loans, LLC; or Car Loan, LLC.
- 21 e. Transferring title or otherwise changing the ownership status of any motor vehicle
22 originally titled in Oregon, if such transfer or change is based in any way on an
23 alleged security interest in the vehicle asserted by Liquidation, LLC; Vehicle
24 Liquidation, LLC; Auto Loans, LLC; or Car Loan, LLC.
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- 1 f. Receiving, on Defendant's behalf, payment or correspondence from an Oregon
2 resident, or forwarding any payment or correspondence to any person other than
3 the sender of the payment or correspondence
- 4 g. Offering any consumer loans to Oregon residents until Defendant is registered as
5 a broker of facilitator of consumer finance loan with the Director of the
6 Department of Consumer and Business Services.
- 7 h. Offering any pledge loans to Oregon residents until Defendant is registered as a
8 pawnbroker with the Oregon Department of Consumer and Business Services.
- 9 i. Offering any title loans to Oregon residents until Defendant is registered as a title
10 loan lender with the Oregon Department of Consumer and Business Services.
- 11 j. Transferring, spending, or disposing of any money or funds received, directly or
12 indirectly, obtained in connection with Defendant's loan activities in Oregon,
13 except to pay the creditors of Oregon residents or to return funds to Oregon
14 residents; including:
- 15 i. Transferring money between bank accounts within the United States, and,
16 ii. Transferring money to any bank account outside of the United States.
- 17 k. Violating or attempting to violate ORS 164.170 (Laundering a Money
18 Instrument).
- 19 l. Using the United States mails, the internet, telephone systems, or private couriers
20 to engage in any activity prohibited by the Orders issued by this Court.
- 21 m. Contacting or otherwise communicating with Oregon consumers regarding loans
22 sold by Defendant.

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1 n. Violating or attempting to violate the Unlawful Trade Practices Act, ORS 646.605
2 to 646.656.

3 **IT IS SO ORDERED** this 18th day of August, 2015.

4 Time 10:18 a.m.
5 No bond required.

6 
7 Multnomah County Circuit Court Judge
8 Nan Waller

9 **SUBMITTED BY:**

10 Althea Cullen, OSB#064901
11 Thomas Powers, OSB#983933
12 Assistant Attorneys General
13 Oregon Department of Justice
14 Of Attorneys for Plaintiff
15 1515 SW Fifth Ave., Suite 410
16 Portland, OR 97201
17 Ph: 971-673-1880
18 Fax: 971-673-1884
19 Email: althea.d.cullen@doj.state.or.us
20 thomas.powers@doj.state.or.us
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel. ELLEN F.
ROSENBLUM, Attorney General for the
State of Oregon, PATRICK ALLEN,
Director of the department of Consumer and
Business Services

Plaintiff,

v.

LIQUIDATION, LLC, d/b/a Vehicle
Liquidation, LLC, d/b/a Auto Loans, LLC, and
d/b/a Car Loan, LLC

Defendant.

Case No. 15CV21853

**ORDER GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION**

This matter came before the Court on the State of Oregon's Motion for a Preliminary Injunction. Having considered the evidence and the arguments by counsel and being otherwise fully apprised, the Court finds that a Preliminary Injunction Order is necessary, the five day notice period is waived, there is probable cause the State will sustain the underlying validity of its claims, and that a preliminary injunction should issue for the pendency of trial. The record reflects that Defendant, although aware of the litigation, has not contacted Plaintiff, the State of Oregon, and instead sought to violate the terms of the Order by requesting payment from Oregon consumers pursuant to the illegal loans.

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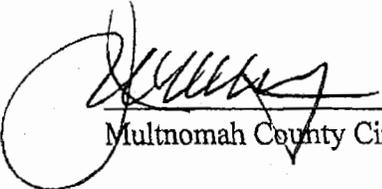
1 It is **HEREBY ORDERED** that Plaintiff's Motion for Preliminary Injunction is:

2 Denied and the original show cause documents are returned.

3  Allowed.

4
5 9/3/15

6 Dated

7 
8 _____
9 Multnomah County Circuit Court Judge
10 Judge John Wittmayer

11 SUBMITTED BY:

12 Althea Cullen, OSB#064901
13 Thomas Powers, OSB#983933
14 Assistant Attorneys General
15 Oregon Department of Justice
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING AND SECURITIES

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PA DEPARTMENT OF
BANKING AND SECURITIES

COMMONWEALTH OF PENNSYLVANIA :
DEPARTMENT OF BANKING AND :
SECURITIES, COMPLIANCE OFFICE, :

PETITIONER :

v. :

AUTOLOANS, LLC, :
CAR LOANS, LLC :
LOAN SERVICING SOLUTIONS :
MANAGEMENT SOLUTIONS, LLC :
WILLIAM MCKIBBIN III, INDIVIDUAL :
KEVIN CRONIN, INDIVIDUAL :
MARK EDWARD WIENER, INDIVIDUAL :
KELLY S. BONNER, INDIVIDUAL :
and other companies and :
corporations under their control, :
jointly and severally, :

Docket No. 15 0017 (BNK C&D)

RESPONDENTS :

ORDER TO CEASE AND DESIST, PROHIBIT,
PAY A FINE, AND PROVIDE RESTITUTION

THIS 24th DAY OF JUNE, 2015, Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solutions, LLC and William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, individuals (collectively "Respondents") **ARE HEREBY ORDERED TO IMMEDIATELY CEASE AND DESIST** from engaging with Pennsylvania consumers, either as principal, employee, agent or broker, in the business of negotiating, or making secured or unsecured loans, or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$25,000 and at rates of interest in excess of 6% in violation of the Act of 1937, P.L. 262, No. 66, as

amended, known as the Consumer Discount Company Act (hereinafter "CDCA"), (7 P.S. § 6201-6221), the Act of 1974 P.L. 13, No. 6, as amended, known as the Loan Interest Protection Law (hereinafter "LIPL"), (41 P.S. § 101-605) and the Act of 1937, P.L. 200 No. 51, as amended, known as the Pawnbrokers License Act, (hereinafter "PLA").

Respondents **ARE FURTHER ORDERED TO IMMEDIATELY CEASE AND DESIST** from charging, collecting, or receiving interest and fees in excess of 6% per annum in violation of the LIPL, and to suffer fines, penalties, prohibition and restitution as further set forth herein.

FACTS

In support of its Order, the Bureau of Compliance and Licensing states the following:

Parties

1. The Department of Banking and Securities ("Department") is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the CDCA, LIPL and the PLA.
2. The Compliance Office has the responsibility to administer and enforce the CDCA, LIPL, and PLA on behalf of the Department.
3. The Compliance Office operates from its offices at 17 North Second Street, Suite 1300, Harrisburg, Pennsylvania 17101.
4. Respondents are companies and individuals that operate from numerous addresses, among which the following have been identified to date: 6170 W. Lake Mead Blvd, Las Vegas, Nevada 89108-2661 and with virtual offices located at 433 Plaza Real Suite 275, Boca Raton, Florida 33432 and P.O. Box 11, Rarotonga, Cook Islands.

5. William McKibbin, residence address of 7705 Solimar Circle, Boca Raton, Florida 33433, is an owner, officer or control person for Autoloans, LLC.

6. Kevin Cronin, residence address of 3645 Dorrit Avenue, Boynton Beach, Florida 33436, is an owner, officer or control person for Autoloans, LLC.

7. Mark Edward Weiner, residence address of 5405 Sunrise Blvd., Delray Beach, Florida 33484-1119, is an owner, officer or control person for Autoloans, LLC.

8. Kelly S. Bonner, who has a residence address of 2050 Polo Gardens Drive, Apt. #208, Wellington, Florida 33414-2003, is an employee of, or control person for, Autoloans, LLC.

9. Respondents are not registered with the Department of State, Bureau of Corporations, to engage in business in the Commonwealth of Pennsylvania, and the Compliance Office has been unable to identify a state where the Respondents are incorporated, or registered as corporate entities.

10. Respondents are not and have never been licensed by the Department as a consumer discount company or as a pawnbroker.

Authority of the Department

11. The Department, in accordance with the CDCA, requires persons that engage, either as principal, employee, agent or broker, in the business of negotiating or making loans in amounts of \$25,000 or less and charge, collect, contract for or receive interest which aggregate in excess of 6% per annum, to maintain a consumer discount company license. 7 P.S. § 6203.A; 41 P.S. § 201.

12. The Department, in accordance with the CDCA, deems any person that "shall hold himself out as willing or able to arrange for or negotiate" loans in amounts of \$25,000 or less where the interest to be charged on the loans exceed 6% interest per annum or "who solicits

prospective borrowers" of such loans to be engaged in the business of consumer lending; persons such engaged are required by law to maintain a consumer discount company license. 7 P.S. § 6203.B; 41 P.S. § 201.

13. The LIPL establishes the maximum lawful rate of interest for a secured loan or use of money in an amount of \$50,000 or less in all cases where no express contract shall have been made for a less rate shall be six per cent per annum. 41 P.S. §§ 201(a), 201(b)(2).

14. The Department may levy a fine against any person violating the LIPL up to \$10,000 for each offense. *See* 41 P.S. §§ 505(b), 506(c)(5).

15. The Department may order any person in violation of the LIPL to cease and desist from any further violation and order that person to make restitution or actual damages to any aggrieved person. 41 P.S. §506(c)(3)

16. The Department may prohibit or permanently remove an individual responsible for a violation of the LIPL from working in his or her present capacity or in any other capacity related to activities regulated by the department. 41 P.S. §506(c)(2).

17. The Department may require any person that violated the LIPL to pay costs associated with any department enforcement action initiated under the provisions of the LIPL. 41 P.S. § 506(c)(4).

18. The PLA provides that any pawnbroker who charges, contracts for or receives interest or charges greater than permitted under this act shall forfeit both principal and interest and shall return the pledge upon demand of the pledger and shall surrender the pawn ticket without tender or payment of principal or interest. 63 P.S. § 281-12(B).

19. The Department, in accordance with the PLA, requires any person that 1) engages in the business of lending money on the deposit or pledge of personal property, other than choses

in action, securities, or written evidences of indebtedness; or 2) purchases personal property with an expressed or implied agreement or understanding to sell it back at a subsequent time at a stipulated price; or 3) lends money upon goods, wares or merchandise pledged, stored or deposited as collateral security to have a pawnbroker's license. 63 P.S. §§ 281-2, 281-3.

20. No person may engage or continue to engage in business as a pawnbroker in this Commonwealth except as authorized by the Pawnbrokers License Act and without first obtaining a license from the Secretary of Banking and Securities. 63 P.S. § 281-3.

Respondent's Unlicensed and Usurious Activities

21. Beginning in and around 2013, Respondents engaged in the business of making loans to Pennsylvania residents, secured by motor vehicles titled and registered in the Commonwealth of Pennsylvania.

22. Interest rates on the loans exceed 200%, far exceeding the legal rate of interest of 6% allowed by the LIPL for persons not otherwise authorized by law, by license or charter, to charge.

23. Respondents have also purchased similar usurious loans, made in the name of other companies, in which they played a significant management role and possibly an ownership role.

24. Respondents utilized several subterfuges to enable their usurious activity including, but not limited to: holding back contract terms and conditions from consumers until after the loan is made; the use of a Cook Island, New Zealand post office address; the use of New Zealand Arbitration as the sole remedy for complaints; utilizing a virtual office in Boca Raton, Florida where the management asked the virtual office personnel not to accept certified mail; and, changing e-mail addresses for employees to exclude any relation to the business name.

25. To date, the Compliance Office has identified 163 Pennsylvania residents that have entered into loan agreements with Respondents as evidenced by 163 liens against motor vehicle titles on record at the Pennsylvania Department of Transportation in favor of the Respondents.

26. Additional loans have been identified by lawsuits filed against one or more Respondents in the civil courts by Pennsylvania residents, or by complaints filed with a government agency.

27. Respondents hold themselves out as pawnbrokers inasmuch as the agreement with the consumer is called a "Pawn Ticket and Agreement."

28. Further, the agreement provides that title to the vehicle will remain in possession of the Respondent. The vehicle itself remains in the use and possession of the borrower, but that use and possession is limited by the installation of a Global Positioning System ("GPS") device in the "pawned" vehicle. The GPS device is intended to allow Respondent to easily repossess the vehicle in the event of default on the loan, and to enforce other terms of the agreement such as the restricted out of state use of the vehicle and maintenance of the GPS device.

29. Respondents have either repossessed, or are presently attempting to repossess, vehicles in Pennsylvania when payments on the usurious loans have defaulted.

VIOLATIONS

30. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the CDCA by engaging in Pennsylvania, as principal, employee, agent or broker, in the business of negotiating or making loans or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those

loans, in amounts less than \$25,000 without a license as required by the CDCA. 7 P.S. §§ 6203; 6211.

31. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the CDCA and the LIPL by charging, collecting or contracting for interest and fees in excess of 6% per annum without a license under the CDCA, or otherwise authorized by any other provision of law. 7 P.S. §§ 6203; 6211; 41 P.S. § 202.

32. Alternatively, Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the PLA by charging, contracting for and receiving interest in excess of six per cent per year on loans and other excessive charges. 63 P.S. § 281-12.

33. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, alternatively violated the PLA by providing for a loan repayable in installments. 63 P.S. § 281-19.

34. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, alternatively violated the PLA by selling pledged vehicles without a thirty-day notice to the borrower. 63 P.S. § 281-24.

35. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, demonstrated a lack of financial responsibility, experience, character and general fitness of the person such that they do not command the confidence of the community that

any business owned or directed by them will be operated honestly, fairly, and within the intent and purpose of the CDCA and LIPL, and in accordance with the general laws of this Commonwealth.

7 P.S. § 6212; 41 P.S. § 506(c)(2); 63 P.S. § 281-8.

WHEREFORE, pursuant to its authority under the Department of Banking and Securities Code, the CDCA, the LIPL, and the PLA, the Department hereby requires the following sanctions:

1. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, **shall immediately cease and desist, without regard to whether a Petition for Hearing is filed**, from engaging, as principal, employee, agent or broker, in the business of negotiating or making loans or advances of money on credit, or soliciting, advertising, over radio, television, print, through the internet and or mails, or by any other means whatsoever, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$50,000, directly, or in association with any third party, to any Pennsylvania resident. *See* 41 P.S. § 506(c)(3); 71 P.S. § 202.D.

2. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, **shall immediately cease and desist, without regard to whether a Petition for Hearing is filed**, from making loans on the deposit or pledge of personal property, particularly motor vehicles, as collateral security to any Pennsylvania resident using any vehicle titled and registered in Pennsylvania. 63 P.S. § 281-8.

3. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, **shall immediately cease and desist, without regard to whether a Petition**

for Hearing is filed, from charging, collecting or contracting for interest in excess of 6% per annum, directly or through any third-party, from any consumers in Pennsylvania. See 41 P.S. §§ 202 and 506(c)(3); 71 P.S. § 733-202.D; 63 P.S. § 281-12.

4. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from collecting any further payments of principal or interest on any existing loan where the borrower is a Pennsylvania resident or the collateral is a motor vehicle titled and registered in Pennsylvania. 41 P.S. §§ 202 and 506(c)(3); 71 P.S. § 733-202.D; 63 P.S. § 281-12.

5. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from taking any action to repossess any collateral for loans of \$50,000 or less which it made to Pennsylvania residents. 41 P.S. § 506(c)(5); 63 P.S. § 281-23, 281-24.

6. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from assigning or taking assignment of any loan in the principal amount of \$50,000 or less at interest in excess of 6% per annum. See 41 P.S. § 506(c)(5); 71 P.S. § 733-202.D.

7. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner,

jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from filing negative credit reports with any credit bureau.

8. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall provide, within ten days without regard to whether a Petition for Hearing is filed, to the Compliance Office in electronic format on compact disk, thumb drive or the equivalent, the following information:

- a. The name, address and phone number of each borrower that resided in Pennsylvania;
- b. The date of the loan or pledge;
- c. The amount of the loan;
- d. The amount of any and all charges, interest, fees or other considerations including, but not limited to interest charges, finance charges, renewal fees, and the total amount of payments to be paid;
- e. The status or balance of the loans;
- f. If the loans have been transferred to a third party such as another lender or collection agency, when such transfer occurred and the contact information for the third party; and
- g. The status of any motor vehicle offered as collateral (or any other personal property offered as collateral for a loan) e.g. under contract for repossession, redeemed by consumer, repossessed, sold, in storage, etc.
- h. The name, address, e-mail and phone number of each borrower whose collateralized motor vehicle has been repossessed;
- i. For each motor vehicle repossessed, the date of the repossession;
- j. For each motor vehicle repossessed, the company's name and address that repossessed the vehicle;
- k. For each motor vehicle repossessed, the make, model and year and color of the vehicle; and
- l. Any additional information requested as the Department deems necessary.

See 41 P.S. § 506(c)(5); 71 P.S. § 733-202.D.

9. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within thirty days of this Order unless a Petition for Hearing is timely filed, remove all credit reports previously made, whether positive or negative, in regard to

any loan brokered, made, funded, purchased or assigned to Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, in amounts less than \$50,000, with interest charged, collected, or contracted for more than 6% interest per annum. See 41 P.S. §§ 506(c)(3); 506(c)(5); 71 P.S. § 733-202.D.

10. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall refund, within 30 days of this Order unless a Petition for Hearing is timely filed, all interest paid in excess of 6% by Pennsylvania residents. However, nothing in this Order shall negate the right of a consumer pursuant to the PLA to recover by action at law any and all interest and charges paid in excess of those permitted under this act, plus penalty of \$50.00. Nor shall anything in this Order negate the right of a borrower to sue for triple the amount of interest over 6% under the LPL. 41 P.S. §§ 506(c)(3), 506(c)(5); 63 P.S. § 281-12(E).

11. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within 30 days of this Order unless a Petition for Hearing is timely filed, provide the Department with a listing of the refunds made in accordance with the previous paragraph. The listing shall include:

- a. The name, address and phone number of each consumer;
- b. The dollar amount of the refund to each consumer;
- c. The date of the refund to each consumer; and
- d. The sum total of all refunds to all of the consumers.
- e. The manner in which the refund was made, i.e., by check, ACH, etc.

12. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner,

jointly and severally shall, in the event a **Petition for Hearing** is filed, bear the cost of the Department's enforcement action if the Compliance Office prevails as to unlicensed activity.

13. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener; and Kelly S. Bonner, jointly and severally, henceforth shall be prohibited from lending money to Pennsylvania consumers, either secured or unsecured, as a pawnbroker or as a consumer discount company, or in any other capacity. 41 P.S. § 506(c)(2).

14. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall pay, within 30 days of this Order unless a **Petition for Hearing** is timely filed, a fine of \$412,500 representing \$2,500 for each known Pennsylvania resident. 41 P.S. §§ 505, 505(b).

15. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within thirty days of this Order unless a **Petition for Hearing** is timely filed, provide the Commonwealth of Pennsylvania's Department Transportation with anything necessary to have all liens against all Pennsylvania residents marked satisfied and released.

16. Nothing in this Order shall preclude the Department from commencing additional enforcement action against Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and

Kelly S. Bonner, or persons associated therewith, as the Department, through its Compliance Office, deems necessary based on information unknown as of the date of this Order.

IT IS SO ORDERED.

Redacted

James Keiser, Administrator
Department of Banking and Securities
Compliance Office

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Commonwealth of Pennsylvania :
Department of Banking and :
Securities, :
Petitioner :

v. :

No. 566 M.D. 2015
Heard: January 20, 2016

Autoloans, LLC, Car Loan, LLC, :
Loan Servicing Solutions :
Management Solutions, LLC, :
William McKibbin, III, an individual, :
Kevin Cronin, an individual, Mark :
Weiner, an individual, Kelley Bonner, :
an individual, and all other :
companies and corporations under :
their control, jointly and severally, :
Respondents :

BEFORE: HONORABLE BONNIE BRIGANCE LEADBETTER, Judge

OPINION NOT REPORTED

**MEMORANDUM OPINION BY
JUDGE LEADBETTER**

FILED: January 22, 2016

Before the Court for disposition is the December 7, 2015 petition to enforce an administrative order issued against the above-named Respondents, filed by Petitioner, the Commonwealth of Pennsylvania, Department of Banking and Securities (Department). For the reasons that follow, the petition is granted

EXHIBIT

B

consistent with this Court's order referencing specific paragraphs of the attached administrative order.

On June 24, 2015, Administrator James Keiser of the Compliance Office for the Department of Banking and Securities issued an "Order to Cease and Desist, Prohibit, Pay a Fine and Provide Restitution" (Order) against Respondents as a result of consumer complaints and its subsequent investigation of those complaints. The Department in its petition to enforce alleged that Respondents, jointly and severally, provided loans over the Internet to Pennsylvania consumers in violation of what is commonly known as the Loan Interest and Protection Law (LIPL),¹ the Consumer Discount Company Act (CDCA)² and the Pawnbrokers License Act (PLA).³ In support of its petition, the Department cited its regulatory authority over pawnbrokers pursuant to the PLA and over consumer lending in amounts less than \$25,000 pursuant to the CDCA, and its enforcement authority pursuant to the LIPL over unauthorized persons charging interest in excess of the legal rate of 6% and regulatory authority over repossession of motor vehicles financed under the Consumer Credit Code.⁴

The mechanics of the loan process were as follows. From their computers, consumers did the following: 1) filled out the loan applications online, thereby providing highly detailed personal information; 2) electronically signed the loan documents and a power of attorney, thereby making the lienholder the attorney-in-fact for purposes related to the motor vehicle used to secure the loan;

¹ Act of January 30, 1974, P.L. 13, *as amended*, 41 P.S. §§ 101 - 605.

² Act of April 8, 1937, P.L. 262, *as amended*, 7 P.S. §§ 6201 - 6219.

³ Act of April 6, 1937, P.L. 200, *as amended*, 63 P.S. §§ 281-1 - 281-32.

⁴ 12 Pa. C.S. §§ 6201 - 6275. Chapter 62 of the Consumer Credit Code is entitled: "Motor Vehicle Sales Finance."

and 3) installed a required GPS tracker device on the motor vehicle pursuant to the contract. Respondents electronically transferred funds into the consumer's bank account, electronically debited interest payments in excess of 6% (payments were also accepted by check or credit card), secured the loans with each consumer's motor vehicle title and filed liens with the Pennsylvania Department of Transportation (PennDOT) to secure their interests in the motor vehicles. As of July 2015, PennDOT had 163 liens registered in the name of Autoloans, LLC, and 371 in the name of Sovereign Lending Solutions, LLC.

The Department further alleged that the loans were structured so that timely payments over many months failed to reduce the principle due to the money being credited solely toward the interest. With interest often exceeding 200% and balloon payments due at the end of the loans, which were equal to or greater than the amount borrowed, many consumers defaulted on the loans. Upon default, Respondents contacted a reposessor who took physical possession of the motor vehicle at issue. Soon thereafter, the vehicles were moved to auction out of state, where they were retitled in another jurisdiction.

Upon learning of these practices, the Department through Administrator Keiser issued the June 2015 Order, attached and incorporated, in relevant part, into this Court's accompanying order granting the Department's petition to enforce. In its Cease and Desist Order, the Department alleged that Respondents violated the LIPL because they are not licensed in Pennsylvania or any other jurisdiction of the United States to provide loans to consumers, to engage in pawn brokering or to collect interest in excess of 6%. It further alleged that Respondents violated the CDCA and the PLA by providing loans to consumers and using their motor vehicles as security without a license. Accordingly, the

Department ordered, *inter alia*, that Respondents immediately cease and desist “from engaging with Pennsylvania consumers, either as principal, employee, agent or broker, in the business of negotiating, or making secured or unsecured loans, or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$25,000 and at rates in excess of 6%” June 24, 2015 Order at 1. It further ordered that Respondents cease and desist “from charging, collecting, or receiving interest and fees in excess of 6% per annum . . . and to suffer fines, penalties, prohibition and restitution” *Id.* at 2.

Regarding service of the Order, the Department averred that none of the first-class mail service was returned but that all of the certified mail was returned as undelivered or unclaimed from every address except for those of Respondent Car Loan, LLC in Las, Vegas, Nevada, and Autoloans, LLC, in Rarotonga, Cook Islands. The Department further alleged that no answers were filed in response to its order and that Respondents have failed to comply with it because they have not ceased making loans, conducting repossessions, and charging and collecting usurious interest. Further, it alleged that Respondents have not provided information as requested, that they have not made refunds and that they have not paid the fine or released liens filed with PennDOT. Regarding the challenge of ascertaining the companies’ physical locations, the Department averred that Respondents took extensive measures to keep their physical locations unknown by using a series of virtual office addresses, Federal Express and UPS Store post office box addresses, and other agency mail delivery services so that mail was routed through several addresses, none of which was physical. In that regard, it averred that, when contacted by telephone, representatives of Respondent

companies refused to provide a physical address and would give only the address of their mail delivery agent. In any event, the Department averred its belief that “mail is ultimately picked up by an individual person from the last mail service location in the chain believed to be in Boca Raton, Florida.” Petition to Enforce, ¶ 4.

Regarding service of the petition to enforce at issue, this Court granted Petitioner’s motion to allow service by special order of court on December 15, 2015. Pursuant to that order, the Court required prompt service by ordinary mail on individual Respondents Cronin, Weiner, Bonner and McKibbin at specific physical addresses in Florida and prompt service by certified and ordinary U.S. mail on corporate Respondents at a physical address in Cincinnati, Ohio and by electronic mail at two cyber addresses. On December 22, 2015, the Department filed a certificate of service for the petition to enforce.⁵

On January 20, 2016, the date set for hearing on the petition to enforce, only counsel for the Department and her witnesses appeared before the undersigned. In addition, no counsel has entered his or her appearance on behalf of any of the Respondents and no one has filed an answer in response to the Department’s petition to enforce. At the hearing, the Department presented both testimony and documentary evidence in support of its petition. Witnesses included Administrator James Keiser and four consumer witnesses.

Mr. Keiser testified as to the origin of the consumers’ complaints, the referral of those complaints to the Department’s compliance division, the

⁵ At the January 20, 2016, hearing, counsel for the Department represented that its service by regular mail to individual Respondent Mark Weiner came back as undeliverable. Counsel further represented, however, that Weiner was served by email and that there was no indication that the email was undeliverable.

subsequent investigation of those complaints and the results of the investigation. In summary, he learned that various highly interrelated companies were issuing illegal loans that were secured with consumers' vehicle titles. In support of the averments of the enforcement petition, Mr. Keiser referenced documentary evidence demonstrating there were hundreds of consumers with liens registered at PennDOT in the names of the companies at issue that were secured by consumers' vehicle titles. He testified that many of those liens were placed after the Department's cease and desist order. He also testified as to the companies' use of mail agents and their demonstrated reluctance to receive certain types of mail. His testimony and the documents submitted in support thereof confirm the averments of the petition to enforce.

The Department also presented the testimony of four consumer witnesses, Erin Vose, Dennis Angel, Shakiyya Erby, and Jennifer Morales Varela. These witnesses, *inter alia*, testified as to their initial contact with the companies and the difficulties that they had dealing with and procuring information from them. In addition, they testified as to the harassment that they endured as these companies demanded more and more money, often after far more than the value of the loan had been paid, repossessing, or threatening to repossess, their vehicles, and their inability to get their titles back, much of which occurred even after issuance of the cease and desist order. The testimony of the consumer witnesses and documentary evidence submitted in support thereof confirm the averments of the petition to enforce.

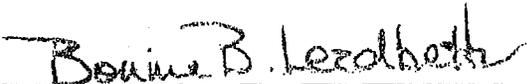
In granting the petition to enforce, this Court's previous observations in a case concerning the reach of Pennsylvania's usury laws with regard to

“payday” loans made by foreign lender, solely by means of the Internet, is instructive:

The Department’s purpose [in enforcing the LIPL] is to protect Pennsylvania citizens ‘from being exploited at the hands of unscrupulous individuals seeking to circumvent the law at the expense of *unsuspecting* borrowers who may have no other avenue to secure financial backing. . . .’

Cash America Net of Nevada, LLC v. Dep’t of Banking, 978 A.2d 1028, 1035 (Pa. Cmwlth. 2009) (emphasis in original) (en banc), *aff’d*, 8 A.3d 282 (Pa. 2010). This Court further observed that the central purpose of the CDCA “is to protect borrowers ‘against extortionate interest charges’ for ‘loans of comparatively small amounts, since the business of making such loans profoundly affects the social life of the community.’” *Id.* at 1036. Accordingly, this Court, *inter alia*, declared that Cash America’s practice of making payday loans to Pennsylvania residents was not authorized by the laws of this Commonwealth and violated the CDCA and the LIPL. In affirming this Court’s decision, the Supreme Court, *inter alia*, held that it was “unlawful for any unlicensed lender to make the specified types of loans in this Commonwealth, regardless of whether the lender is physically located or has personnel in the Commonwealth.” 8 A.3d at 284.

Accordingly, the petition to enforce an administrative order filed by Petitioner, the Commonwealth of Pennsylvania, Department of Banking and Securities, is hereby granted as more fully detailed in the attached order.


BONNIE BRIGANCE LEADBETTER,
Judge

Further, it is ordered that Paragraphs 12, 13 and 16 of the attached Cease and Desist Order, pages 11-13, are hereby approved and adopted as an order of this Court. This Order shall be served in the manner provided in this Court's order of December 11, 2015, with service to be consistent with the most accurate and updated information that the Department has as to Respondents' whereabouts.

Bonnie B. Leadbetter

BONNIE BRIGANCE LEADBETTER, Judge

Certified from the Record

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Attorney General Maura Healey

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MAURA HEALEY
ATTORNEY GENERAL

For Immediate Release - March 18, 2016

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AG Stops Online Auto Title Lender from Collection on Illegal Loans Made to Massachusetts Consumers

Liquidation, LLC Repossessed and Sold Motor Vehicles after Making Loans with Interest Rates As High As 619 percent

BOSTON – An unlicensed online auto title lender has been ordered to stop making and collecting on illegal, short-term loans made to Massachusetts consumers in an enforcement action filed by Attorney General Maura Healey.

The preliminary injunction, entered last week in Suffolk Superior Court against Liquidation, LLC (Liquidation), comes after AG Healey sued the company for allegedly targeting economically vulnerable Massachusetts consumers, providing them with unlawful, high-interest loans on their otherwise paid-off vehicles and, when they could not pay, seizing and selling their vehicles.

"We allege that this company preyed upon financially-strained consumers by offering quick cash in the form of illegal and predatory loans that the lender knew they could not pay back," said AG Healey. "For many families, a vehicle is their most valuable household asset and is often necessary to maintain their livelihood. This order prevents the company from continuing to make or collect on these loans, some with interest rates higher than 600 percent. Our office will continue to go after companies that use abusive practices to reap illegal profit from consumers in Massachusetts."

According to the AG's complaint, filed in Suffolk Superior Court against Liquidation, also doing business as Auto Loans, LLC, Car Loan, LLC, and Sovereign Lending Solutions, LLC, the company routinely made and collected upon short-term loans containing undisclosed and deceptive terms, including illegal interest rates and abusive interest-only payment schedules that resulted in final balloon payments that exceeded the amount originally given to the consumer.

A sample of loan agreements procured by the AG's Office in its investigation revealed loans ranging from \$700 to more than \$9,000, with interest rates ranging from 181 percent to 619 percent—rates far in excess of state civil and criminal usury laws that limit interest on small loans of \$6,000 or less to 12 percent and 20 percent for loans above the \$6,000 threshold, respectively. More than 200 Massachusetts consumers statewide were victimized by this unlawful lending scheme.

The AG's Office last week obtained a preliminary injunction against Liquidation, ordering the company and its agents to stop all collection activities on these illegal loans including the collection of illegal interest payments, motor vehicle repossessions, and auction sales. It also prohibits Liquidation from making any new loans to Massachusetts consumers and from moving or concealing assets prior to trial.

Most consumers applied for loans from Liquidation online or by calling a number listed on its website. The AG's Office alleges that Liquidation and entities believed to be affiliated with it were not licensed to originate small loans in Massachusetts. It also alleges that Liquidation did not provide consumers with copies of their loan agreements and did not disclose a number of abusive contract terms such as high interest rates, a large lump sum final payment, and a requirement that any disputes be mediated in New Zealand.

Although consumers were led to believe that they would pay off their loans in one year, they were never informed that their final payment would be more than the amount originally borrowed. Many consumers were unable to come up with the unexpected final payments and were forced to extend their loan terms and continue paying the high interest rates or risk losing their vehicles. Liquidation also required consumers to install GPS tracking units in their vehicles to ensure regular loan repayment and for purposes of repossession.

When borrowers missed or were late on a payment, Liquidation allegedly attempted to collect on the debt through repeated harassing phone calls and e-mails. In numerous instances, Liquidation repossessed the consumers' vehicles and sold them at auction houses in Massachusetts, with Liquidation retaining all proceeds. The AG's complaint alleges that since 2012, Liquidation ordered the repossession of at least 78 motor vehicles registered in Massachusetts and sold at least 66 of them at auction, many for a price significantly exceeding the amount of the consumer's outstanding lien.

In order to perpetuate and conceal their alleged scheme and deceive consumers and regulators, Liquidation operated under several other fictitious business names and from virtual office spaces and post office boxes around the country. The company purports to have transferred all of its assets overseas and reorganized in the Cook Islands.

The AG's Office has notified affected consumers about the preliminary injunction, informing them of its terms and their right to stop making payments on these unlawful loans. The injunction has also been distributed to the state Registry of Motor Vehicles and the auction houses and repossession companies that previously worked with Liquidation.

EXHIBIT

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The Commonwealth's complaint against Liquidation seeks to void the company's unauthorized and illegal loans and discharge the liens recorded on the titles of the impacted Massachusetts motor vehicles. It also seeks injunctive relief, restitution for consumers for all unlawful interest payments, fees, and replacement costs for lost motor vehicles, as well as penalties, costs, and attorneys' fees for violations of the state's lender licensing, usury, and consumer protection laws.

The AG's Office offers the following tips for people considering taking out a loan:

- Be wary of any loan that originates solely online. Know your lender and where they are physically located.
- Be skeptical of a promise of fast cash. These offers usually come with very high and illegal interest rates.
- Know and understand what you are agreeing to, in writing, before you finalize any commitment. Always request and keep a copy for your records.
- Payday and auto title lending are costly alternatives for short-term cash needs. Before considering a payday loan, consumers should explore other alternatives including:
 - Contacting your local bank or credit union for a short-term loan;
 - Asking your employer for an advance on your paycheck;
 - Finding out if you can delay paying a non-interest bill such as a utility bill and make payment arrangements with the utility company;
 - Asking your creditor for more time to pay your bills or for a modification to your terms;
 - Contacting an accredited consumer credit counseling agency in your area such as Consumer Credit Counseling Service at (800) 388-2227 or American Consumer Credit Counseling at (800) 769-3571. The counselor can advise you how to get out of debt and avoid predatory loans, or;
 - Obtaining a cash advance from a credit card.
- Contact the Division of Banks to determine if a lender is licensed to do business in Massachusetts at their Consumer Hotline at 1-800-495-BANK (2265), ext. 501.

The AG's Office continues to be active in this area and wants to hear from Massachusetts consumers who have information regarding unfair or deceptive lending. Consumers with tips or questions can call the Attorney General's consumer hotline at 617-727-8400 or [file a complaint with the office](#).

The matter is being handled by Assistant Attorneys General Francesca L. Miceli and Justin Lowe of Attorney General Healey's Consumer Protection Division, with assistance from Investigator Anthony Crespi and Paralegal Virginia Arahamian.

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