

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND  
John Marshall Courts Building

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CIRCUIT COURT  
11:19 JUL 20 2017  
EDWARD B. JEWETT, CLERK  
BY *[Signature]* D.C.

COMMONWEALTH OF VIRGINIA )  
EX REL. MARK R. HERRING )  
ATTORNEY GENERAL, )  
  
Plaintiff, )  
v. )  
  
ALTERNATIVE FINANCE COMPANY, LLC, )  
a Delaware limited liability company, )  
  
Defendant. )

Civil Action No. \_\_\_\_\_

**COMPLAINT**

The Plaintiff, Commonwealth of Virginia, by, through, and at the relation of the Attorney General of Virginia, Mark R. Herring (the "Plaintiff" or the "Commonwealth"), petitions this Court to declare that the activities in which the Defendant, Alternative Finance Company, LLC ("AFC" or the "Defendant"), has engaged constitute violations of the Virginia statutes governing consumer finance companies, Virginia Code §§ 6.2-1500 to 6.2-1543, and the Virginia Consumer Protection Act ("VCPA"), Virginia Code §§ 59.1-196 to 59.1-207. The Plaintiff prays that this Court grant the relief requested in this Complaint and states the following in support thereof:

**JURISDICTION AND VENUE**

1. The Circuit Court for the City of Richmond has authority to entertain this action and to grant the relief requested herein pursuant to the consumer finance statutes, the VCPA, and §§ 8.01-620 and 17.1-513 of the Code of Virginia.
2. Venue is proper in this Court because of the mandatory provisions of § 6.2-1537(A) of the consumer finance statutes.

3. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Plaintiff gave the Defendant written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General (the "Office") to demonstrate that no violations of the VCPA had occurred, or, in the alternative, to execute an appropriate Assurance of Voluntary Compliance ("AVC") that is acceptable to the Commonwealth. The Defendant agreed to execute an AVC that is acceptable to the Commonwealth.

### PARTIES

4. The Plaintiff is the Commonwealth of Virginia, by, through and at the relation of Mark R. Herring, Attorney General of Virginia.

5. The Defendant, AFC, is a Delaware limited liability company. Its Certificate of Authority to Transact Business in Virginia was issued by the Virginia State Corporation Commission ("SCC") on February 19, 2009.

### FACTS

6. AFC is a lender headquartered at 4876 Princess Anne Road, Virginia Beach, Virginia 23462. It offers open-end lines of credit to Virginia borrowers both at its storefront and via the Internet.

#### Open-End Lending

7. AFC has used several trade names in connection with its lending practices, including Redial, First Dominion Finance and Money & More.

8. During the period from 2011 to May 31, 2017 (the "Relevant Period"), AFC, using its various trade names, required its borrowers to execute a "Revolving Credit Agreement and Truth in Lending Disclosures" contract ("the Contract"). A copy of the version of the contract used in

2014 is attached as EXHIBIT 1.

9. The Contract requires consumers to repay the principal amount borrowed, plus a cash advance transaction fee of twenty-five percent (25%) of the principal balance, and, if the principal balance and cash advance transaction fee are not paid in full by the initial billing due date, the consumer is charged interest at an annual percentage rate of 240%. More recent versions of the contract required consumers to pay a cash advance transaction fee of twenty percent (20%) of the principal balance.

10. AFC routinely imposed the cash advance transaction fee during the initial billing cycle of the loan, such that in order to pay off the loan and avoid paying the 240% APR, the consumer was required to pay the principal balance plus the cash advance transaction fee before the initial billing due date. A copy of an initial billing statement provided to a consumer in 2017 is attached as EXHIBIT 2.

#### Website Advertising

11. AFC maintained a website with the address [www.virginialoansnocreditcheck.com](http://www.virginialoansnocreditcheck.com), on which it advertised that AFC did not perform a credit check to determine a consumer's eligibility for a loan. A copy of the relevant page from AFC's website is attached as EXHIBIT 3.

12. Despite this advertisement, Paragraph 14 of the Contract states:

**Credit Investigations:** You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit or collection of the Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus, and others who may properly receive such information.  
**Notice: We are required to tell you that a negative credit report on your record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations.** (emphasis in original)

13. AFC also routinely obtained an “instant bank verification report” (“the IBV report”) from a credit reporting agency for its consumers to determine their eligibility for a loan.

14. The IBV report analyzes the consumer’s bank account, reports all transactions, totals the number of debits and credits, discerns the consumer’s deposit and pay cycle, and totals the NSF instances.

15. In short, the IBV report provides AFC with information about a consumer’s ability to repay the loan the consumer has applied for, based on the consumer’s bank account activity.

#### Collections Practice

16. AFC, through its various trade names from 2012 through 2017 filed hundreds of lawsuits and judgment collection actions against consumers who purportedly were delinquent in their payment obligations.

17. AFC did not include a venue selection provision in the Contract, but all of its collection lawsuits were filed in the Virginia Beach General District Court.

18. AFC obtained hundreds of judgments against consumers, both residents of Virginia Beach and non-residents of Virginia Beach, including residents of Richmond, Alexandria, Yorktown, Norfolk, Glen Allen, Fairfax, Manassas, Catlett, Cumberland, Fredericksburg, Hampton, and Danville.

### CAUSES OF ACTION

#### COUNT I - THE VIRGINIA CONSUMER FINANCE STATUTES

19. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in paragraphs 1 through 18 above.

20. Unless exempt from its provisions, § 6.2-1501 prohibits any person from engaging in the business of making loans in any principal amounts to individuals for personal, family,

household or other non-business purposes, and charging, contracting for, or receiving, directly or indirectly, any interest, charges, compensation, consideration or expense which in the aggregate are greater than the rate otherwise permitted by § 6.2-303, unless otherwise exempt, or without having first obtained a consumer finance license from the SCC.

21. Pursuant to Virginia Code § 6.2-303, the contract rate of interest permitted on loans is 12% per year unless a higher rate of interest is authorized by some other section of the Code of Virginia.

22. AFC does not hold a consumer finance license issued by the SCC pursuant to § 6.2-1501 of the consumer finance statutes and is not otherwise exempt from the provisions of those statutes. During the Relevant Period, AFC was not exempt from the consumer finance statutes pursuant to § 6.2-1501(B)(3) because it failed to provide open-end credit as described in § 6.2-312.

23. Although AFC presented its loans during the Relevant Period as a form of open-end credit, it did not satisfy the open-end requirements set forth in § 6.2-312. Section 6.2-312 prohibits lenders from imposing a "finance charge" before application of a grace period of at least twenty-five (25) days. The cash advance transaction fee that AFC charged its borrowers immediately upon their execution of the loans during this period, without application of any grace period, is and was a "finance charge." AFC's failure to comply with the open-end requirements of § 6.2-312 renders the loans it made during this period subject to the consumer finance statutes.

24. During the Relevant Period, by charging and receiving interest in excess of 12% annually in the form of cash advance transaction fees and interest on consumer loans, without application of a finance charge "grace period" in violation of the open-end credit requirements of § 6.2-312, AFC violated the interest rate prohibitions of the consumer finance statutes.

25. Under § 6.2-1501 of the consumer finance statutes, at all relevant times mentioned

herein, if a lender who was not exempt from the provisions of those statutes and who had not obtained a consumer finance license, contracted to make a consumer loan, and charged, contracted for, or received, interest or other compensation in excess of 12% per year, the loan was and is null and void and the lender is not able to collect, obtain or receive any principal, interest or charges whatsoever on said loan.

26. Any consumer loans made by AFC during the Relevant Period, in which AFC charged, contracted for or received interest or other compensation in excess of 12% per year, are null and void. AFC may not collect, retain or receive any principal, interest or other charges whatsoever on any such loans.

### **COUNT II – THE VIRGINIA CONSUMER PROTECTION ACT**

27. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in paragraphs 1 through 26 above.

28. AFC is now, and was at all relevant times mentioned herein, a “supplier” of “goods” or “services” in connection with “consumer transactions,” as those terms are defined in § 59.1-198 of the VCPA.

29. By advertising and making loans primarily used for personal, family, or household purposes, AFC has engaged in “consumer transactions,” as defined in § 59.1-198 of the VCPA.

30. In connection with consumer transactions, the VCPA prohibits suppliers from, among other things:

- a. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits pursuant to § 59.1-200(A)(5) of the VCPA;
- b. Advertising goods or services with the intent not to sell them as advertised, or with intent not to sell them at the price or upon the terms advertised, pursuant to

§ 59.1-200(A)(8) of the VCPA; and

- c. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction pursuant to § 59.1-200(A)(14) of the VCPA.

31. AFC violated the VCPA through the acts and practices described in this Complaint, including but not limited to the following:

- a. Misrepresenting the legality of charging more than 12% annual interest on loans in the Commonwealth of Virginia in violation of § 59.1-200(A)(5) and (14) of the VCPA;
- b. Advertising that AFC did not perform credit checks, while contractually permitting itself to do so and obtaining credit history reports to determine a consumer's eligibility for a loan in violation of § 59.1-200(A)(8) of the VCPA;
- c. Filing suit and obtaining judgments on loans that are void for the reasons stated above in violation of § 59.1-200(A)(14) of the VCPA; and
- d. Filing suit and obtaining judgments against non-residents of Virginia Beach without a contractual choice of venue clause in violation of § 59.1-200(A)(14) of the VCPA.

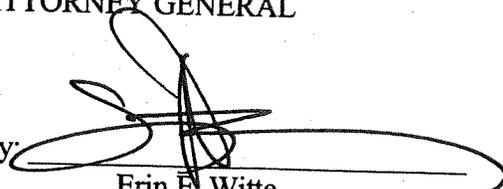
32. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by the Defendant.

33. The Defendant willfully did the acts described herein in violation of § 59.1-200(A)(5), (8) and (14) of the VCPA.

WHEREFORE, the Plaintiff, Commonwealth of Virginia, prays that this Court enter the Order Approving and Adopting Assurance of Voluntary Compliance filed herewith.

COMMONWEALTH OF VIRGINIA,  
*EX REL.* MARK R. HERRING  
ATTORNEY GENERAL

By:

  
Erin E. Witte

Mark R. Herring  
Attorney General

Cynthia E. Hudson  
Chief Deputy Attorney General

Samuel T. Towell  
Deputy Attorney General

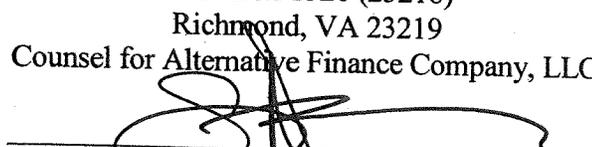
Richard S. Schweiker, Jr.  
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Consumer Protection Section

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Assistant Attorney General  
Consumer Protection Section  
202 North Ninth Street  
Richmond, Virginia 23219  
Phone: (804) 786-5632  
Fax: (804) 786-0122

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of July, 2017, a true copy of the foregoing Complaint was delivered by email and regular mail to:

J.P. McGuire Boyd, Jr.  
Williams Mullen P.C.  
200 South 10th Street, Suite 1600  
P.O. Box 1320 (23218)  
Richmond, VA 23219  
Counsel for Alternative Finance Company, LLC

  
Erin E. Witte

2014



# redial

BUY / SELL / TRADE

## REVOLVING CREDIT AGREEMENT AND TRUTH AND LENDING DISCLOSURES

This is a consumer credit contract.

In this Revolving Credit Agreement ("Agreement"):

The word "Account" refers to the account that may be established with Alternative Finance Company, LLC dba Redial and its successors or assigns that are the subject of this Agreement. The words "you" and "your" refer to each individual who signs the Application for the Account, and who, either on his own or her own or with another individual is authorized to use the Account. The words "we", "us", and "our" refer to Alternative Finance Company, LLC dba Redial, and any person to whom an outstanding balance under the Agreement is transferred, assigned or pledged.

1. **Promise to Pay:** In return for extending credit to you on this Account from time to time, you agree to pay for all purchases you charge on this Account, all Cash Advances you charge on this Account, and all other charges mentioned below, according to the terms of this Agreement. When you sign the Application for this Account, you will be agreeing to everything written here. Therefore, before you sign the Application, you should read this entire Agreement, which includes the cost-of-credit disclosures required by applicable federal and state law. The information you provide on the Application that identifies you is incorporated in this Agreement by reference. This Agreement will not be effective until we approve your Application, and then, after that, only if you or someone authorized by you sign an invoice or otherwise charge a purchase or cash advance to this Account.
2. **Grace Period/Cost of Credit:**
  - A. **Regular Terms:** No Finance Charge will be imposed in any monthly billing period (a) in which there is no balance at the beginning of the billing period or (b) in which payments received and credits issued, within 25 days after the billing date shown on the monthly statement, equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due (the "New Balance" shown on your monthly statement) within 25 days after the billing date shown on your statement, a Finance Charge will be imposed,

EXH. 1

calculated as explained in paragraph 3, at the rate(s) shown below in section B of this paragraph.

- B. Finance charge Rates:** When a Finance Charge is imposed, we apply the following monthly periodic rate to the Average Daily Balance (explained in Paragraph 3), equal to the following annual percentage rates.

Transaction	We apply the Daily Periodic Rate of:	Annual Percentage Rate
Purchases	0.006575%	240%
Cash Advances	0.006575%	240%
Transaction Fee Cash Advance		25%

If the Finance Charge that results from application of the above state monthly periodic rate is less than \$.50, we will impose a minimum Finance Charge of \$.50.

- 3. Method of Computing Finance Charge:** We figure the Finance Charge on your Account by applying the above daily periodic rate to the "Average Daily Balance" of your Account. To get the "Average Daily Balance", we take the beginning balance of your Account each day, add any new purchases, cash advances, and all credit insurance premiums, and subtract all payments or credits, all unpaid late fees, all return check fees, and all unpaid Finance Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average Daily Balance".
- 4. Minimum Monthly Payment:** The minimum Monthly Payment is 5% of the outstanding balance on the final day of the month, plus any finance charge accrued during the billing cycle, plus all other outstanding unpaid amounts from the prior billing cycle.
- 5. Application of Payments:** We will apply the payments we receive from you in the following order: first, to the oldest past due Minimum Monthly Payment and late fees, then the next, then the next, etc; second, to the current Minimum Monthly Payment; third, to the other unpaid costs and fees arising under this Agreement.
- 6. Default/Collection Costs:** If you fail to pay any minimum monthly payment when due, or if the prospect of payment, performance, or realization of collateral is significantly impaired (to the extent permitted by applicable law) it will be a default, and subject to any right you may have under state law to receive notice of and to the cure such default, we may declare the entire unpaid balance on the Account due and payable. We will also repossess any article of merchandise in which we still retain a security interest, but we will do so only in the manner and to the extent permitted by applicable law. If the Account is referred to an attorney who is not our salaried employee and we bring suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorney's fees not to exceed 20% of the total amount due.
- 7. Disputed Amounts:** All communications concerning disputed amounts, including any check or other payment instrument in any amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender as full satisfaction of a

disputed amount, must be sent to us at the address for customer service shown on the billing statement. For important information regarding your right to dispute billing errors under applicable federal and state law, see the Billing Rights Notice that accompanies your copy of this Agreement.

8. **Arbitration for Disputes - No Jury Trials or Class Actions:** This paragraph describes how all Claims (as defined in A. below) will be arbitrated instead of litigated in court.

A. "**Claim**" means all claims, disputes, and controversies between you and us arising from or relating to (1) this Agreement (including but not limited to the validity, scope and enforceability of Paragraph 8), your Account, or any balance in your Account and (2) any prior agreement you may have had with us relating to your Account or any balance in your Account. Claim will be given the broadest possible meaning. For example, and without limitation, Claim includes all claims, based on contract, tort, fraud, and other intentional torts, that arise under statute or common law, that arise from or are related to: (I) advertisements and promotions about your Account or Accounts generally, goods or services financed under your Account, and the terms of financing, (II) the Application for your Account, (III) the terms of or the disclosures in this Agreement, and (IV) the monthly statements for your Account. Paragraph 8 will not apply to Claims made in lawsuits filed before we delivered this Agreement to you. However, Paragraph 8 will apply to all other Claims, even if facts and circumstances giving rise to the Claim existed before we delivered this Agreement to you.

B. We or you have the right to require that each Claim be resolved by arbitration. A Claim will be arbitrated if (a) both we and you or (b) only one or the other of we or you, exercise the right to require that a Claim be arbitrated. If, for example, we exercise our right to require that a Claim be resolved by arbitration but you do not exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitration will be pursuant to the Paragraph 8 and the American Arbitration Association ("AAA") Commercial Arbitration Rules (the "Rules") in effect at the time the Claim is made. We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA does not serve. For the Rules currently in effect, call AAA (800-925-0155) or visit its website (<http://www.ard.org>).

C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) **there will be no jury trial on the Claim**, (2) no pre-arbitration discovery except as the Rules permit, and (3) no Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may be available in arbitration.

D. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) **there will be no jury trial on the Claim**, (2) no pre-arbitration discovery except as the Rules permit, and (3) no

- Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may be available in arbitration.
- E. Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person. Also, Claims may not be arbitrated on a classaction basis. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. If you make a request to us in writing, we will temporarily advance to you the filing, administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim is against you) in excess of any filing fee you would have been required to pay to file the Claim in a state or federal court (whichever is less) in the judicial district in which you reside. At the end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do have to repay, you agree to do so). Unless unlawful, we will pay our, and you will pay your, lawyers', experts', and witness fees in all situations related to arbitration.
- F. Paragraph 8 is governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with FAA and statutes of limitations and will honor all valid privilege claims. If the Rules and Paragraph 8 conflict, Paragraph 8 will govern. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or (2) if the arbitrator's award is more than \$100,000, you or we may appeal it to a three-arbitrator AAA panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs.
9. **Returned Check Fee:** If any check sent to us in payment on your Account is returned to us unpaid by the bank, we may charge you a reasonable processing fee to cover our collection costs in the amount of \$25. You agree that we will add the returned check fee to the balance due on your Account.
10. **Late Fee:** If your minimum monthly payment is not received by us within 10 days after it is due, we will impose a late fee in the amount of 5% of the amount past due. You agree that we will add late fees to the balance due on your Account.
11. **Security Interest:** You grant us and we reserve a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price. That purchase money security interest shall not expire until the unpaid purchase price for each item of merchandise is paid for in full. Solely for the purpose of determining the unpaid purchase price due for each item of merchandise, the principal portion of your payments will be allocated to pay off the purchase price of each (which includes sales tax, delivery charges, fabric protection and other intangible items directly related to an item of merchandise) in the same proportion as the purchase prices of the various items bear to one another.
12. **Canceling or Limiting Your Credit:** We have the right at any time to limit or terminate the use of your Account and raise or lower your credit limit without giving you notice in advance. Some purchases will require our authorization, in which case you may be asked to provide identification. If our authorizations system is not

- working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this happens. We are not responsible for the refusal of anyone to accept or honor an addition to this Account. In addition, even if you cancel the use of your Account, you are still responsible for any Account balances incurred by the authorized user that remain unpaid.
13. **Change in this Agreement:** We may change any term of this Agreement, including rate of Finance Charge, by furnishing you notice of change to the extent required by law. If permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as to any subsequent transactions.
14. **Credit Investigations:** You authorize us to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit or collection of the Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus, and others who may properly receive such information. **Notice:** we are required to tell you that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations.
15. **Disputed Accuracy of Credit Report:** If you believe we have reported inaccurate information about you to a consumer reporting agency, please contact us at the address for Dealer at the top of this Agreement, or if this Agreement is assigned, please contact us at the address for us that are on the addendum to this Agreement. When you notify us, identify the information in question and tell us why you believe it is inaccurate. If you have a credit report that includes the information that you believe to be inaccurate, include a copy of that credit report.
16. **No Waiver By Us:** You agree we have the right without notice to you to delay or refrain from enforcing our rights under this Agreement without losing them. For example, and without limitation, you agree we may extend the time to make payments without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, and waive any charge or fee without losing our right to impose that charge or fee when it is due under this Agreement.

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNT PAID BY THE DEBTOR HEREUNDER.

**YOUR BILLING RIGHTS**  
**KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to, that you have a question about your bill. And, we must tell you that name of anyone we reported you to. We must tell anyone we report you to, that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**NOTICE TO BUYER/CUSTOMER:** (1) Do not sign this agreement before you read it in its entirety or if it contains any blank spaces. (2) You are entitled to keep a completely filled-

in-copy of it. (3) Since this is an "Open" account you always have the right to pay off the full balance or make larger payments to reduce your account balance, and thus save finance charges. (4) You may add future purchases and Cash Advances to your open-end credit account ONLY within the provided limitations set forth in this Agreement. By signing below, you agree to all of the above terms and all other terms set forth in this Agreement and acknowledge that you have received a completed copy of this Agreement. Each of the undersigned buyers agrees that they are individually and jointly obligated for all amounts and payments due under this Agreement.

I have read and understand this Revolving Credit Agreement.

Signed:

BUYER'S/CUSTOMER'S SIGNATURE

DATE

\_\_\_\_\_  
ADDRESS CITY STATE ZIP CODE

JOINT BUYER'S/CUSTOMER'S SIGNATURE

DATE

\_\_\_\_\_  
ADDRESS CITY STATE ZIP CODE

**YOUR BILLING RIGHTS**  
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This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. **Notify us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to, that you have a question about your bill. And, we must tell you that name of anyone we reported you to. We must tell anyone we report you to, that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**NOTICE TO BUYER/CUSTOMER:** (1) Do not sign this agreement before you read it in its entirety or if it contains any blank spaces. (2) You are entitled to keep a completely filled-in copy of it. (3) Since this is an "Open" account you always have the right to pay off the full balance or make larger payments to reduce your account balance, and thus save finance charges. (4) You may add future purchases and Cash Advances to your open-end credit account ONLY within the provided limitations set forth in this Agreement. By signing below, you agree to all of the above terms and all other terms set forth in this Agreement and acknowledge that you have received a completed copy of this Agreement. Each of the undersigned buyers agrees that they are individually and jointly obligated for all amounts and payments due under this Agreement.

I have read and understand this Revolving Credit Agreement.

Signed:

BUYER'S/CUSTOMER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

JOINT BUYER'S/CUSTOMER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

AUTHORIZATION AGREEMENT  
PREAUTHORIZED PAYMENTS

I, \_\_\_\_\_ (NAME) \_\_\_\_\_ (ADDRESS, CITY, STATE, ZIP CODE) hereby authorize Alternative Finance Company, LLC dba Redial to initiate debit or credit entries to my Checking/Savings or Visa Debit account indicated below, or on file, and the financial institution named below or a file. I agree you will initiate a debit or credit entry to my account for the amount past due and owing in accordance with my loan disclosure.

FINANCIAL INSTITUTION NAME	CITY, STATE, ZIP CODE
TRANSIT/ROUTING NUMBER	ACCOUNT NUMBER
OR	
VISA/ DEBIT ACCOUNT NUMBER	EXPIRATION DATE

By signing this document, I understand that I authorization Alternative Finance Company, LLC dba Money and More to debit my account on file or charge my card on file for the amount past due and owed without being present or without prior notice. I also acknowledge that this authorization will remain in effect until I notify my financial institution and Alternative Finance Company, LLC dba Redial in writing with at least 15 calendar days notice that I no longer desire this service. I also understand that if corrections in the debit or credit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 15 calendar days following the date on which I was sent a statement of my account or a written notice of such entry, or 45 days after processing, whichever occurs first.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

Xxxx-xx-2365

Alternative Finance Company, LLC dba First Dominion Finance  
 4876 Princess Anne Road Suite # 107  
 Virginia Beach, Virginia 23462  
 757-490-0339

Summary of Account Activity		Summary of Account Activity	
Previous Balance:	\$0.00	New Balance	\$300.00
Total Advance +:	\$250.00	Minimum Payment Due	\$62.50
Finance Charge (Periodic Rate) +:	\$0.00	Payment Due Date	03/10/2017
Total of Other Fees +:	\$50.00	Late Payment Warning: If your minimum monthly payment is not received by us within 10 days after it is due, we will impose a late fee in the amount of 5% of the amount past due.	
Payments -:	\$0.00	If you would like information about credit counseling services, call 757-490-0339	
New Balance =:	\$300.00		
Credit Limit	\$250.00		
Available Credit	\$0.00		
Statement closing date	03/07/2017		
Days in billing cycle	28		

Please send billing inquiries and correspondence to: Alternative Finance Company, LLC dba First Dominion Finance, 4876 Princess Anne Road Suite # 107, Virginia Beach, Virginia 23462

Transactions			
Trans Date	Post Date	Description of transaction or credit	Amount
02/07/2017	02/07/2017	Cash Advance	
		<b>Fees</b>	\$250.00
		Transaction Fee	
		Total fees for this period	\$50.00
		<b>Finance Charges</b>	\$50.00
		Periodic Rate	\$0.00

**Privacy Notice:**

We collect nonpublic personal information about you from the following sources:

1. Information we receive from you on applications or other forms
2. Information about your transactions with us, our affiliates, or others; and
3. Information we receive from consumer reporting agencies.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

EXH-2  
PENGA



# Virginia Loans - No Credit Check

Fast and Easy Lines of Credit for Local Residents of Hampton Roads

- HOME
- APPLY NOW
- HOW IT WORKS
- FAQS
- ONLINE LOAN PAYMENT FORM
- REFER-A-FRIEND
- CONTACT US

Current customers login here:

Username:

Password:

Forgot Password? Click Here!

Forgot Username? Click Here!

Call (757) 490-0339

**LOGIN**

**No Credit Checks**

Good credit, bad credit, no credit, slow credit-makes no difference as Credit Check not required.



If you are over 21 and have an active checking account, you will most likely qualify for fast cash online. If you are unsure that you meet these requirements, don't hesitate to contact our customer service team for more information.

Refer a Friend and you both get rewarded!

[Start Here](#)

May be used for fast cash needed

May be used for quick cash to cover

**Get started now**

EXH. 3