

VIRGINIA:

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

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

Plaintiff, )  
v. )

FIELD ASSET SERVICE TEAM, LLC, )  
a Delaware limited liability company, )

VIM HOLDINGS, LLC, )  
a Delaware limited liability company, )

MR CAPITAL GROUP, LLC, )  
a Delaware limited liability company, )

NASCENT HOLDINGS, LLC, )  
a Delaware limited liability company, )

B FINANCIAL, LLC, )  
a Delaware limited liability company, )

DTS CAPITAL LLC, )  
a Delaware limited liability company, )

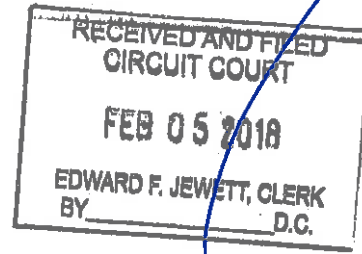
BRADLEY GOLDBERG & MILLER LLC, )  
a Wyoming limited liability company, )

& )

U SOLUTIONS GROUP, LLC, )  
a Wyoming limited liability company, )

Defendants. )

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



COMPLAINT

The Plaintiff, the Commonwealth of Virginia, by, through and at the relation of its Attorney General, Mark R. Herring (the "Attorney General" or the "Commonwealth"), petitions

this Court to declare that the activities in which the Defendants, Field Asset Service Team, LLC (“FAST”); VIM Holdings, LLC (“VIM”); MR Capital Group, LLC (“MRC”); Nascent Holdings, LLC (“Nascent” or “NH”); B Financial, LLC (“BF”); DTS Capital, LLC (“DTS”); Bradley Goldberg & Miller, LLC (“BGM”); and U Solutions Group, LLC (“USG”); collectively, the “Defendants,” have engaged constitute violations of 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 VCPA, and §§ 8.01-620 and 17.1-513 of the Code of Virginia.

2. Venue is proper in this Court pursuant to Virginia Code § 8.01-262(3) as the Defendants regularly conduct substantial business activity in this forum, and there exists a practical nexus due to the location of Plaintiff in the forum.

3. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Plaintiff gave the Defendants written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General 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 Defendants 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. FAST is a Delaware limited liability company headquartered in Wood Dale, Illinois. FAST operated as a lender, making open-end credit plan loans to consumers in Virginia solely via the Internet. FAST uses the website address [www.lineofcreditnow.net](http://www.lineofcreditnow.net).

6. VIM is a Delaware limited liability company headquartered in Wood Dale, Illinois. VIM operated as a lender, making open-end credit plan loans to consumers in Virginia solely via the Internet. VIM uses the trade name "EZ Credit Line" and the website address [www.ezcreditline.net](http://www.ezcreditline.net).

7. MRC is a Delaware limited liability company headquartered in Wood Dale, Illinois. MRC operated as a lender, making open-end credit plan loans to consumers in Virginia solely via the Internet. MRC uses the trade name "Money Credit Line" and the website address [www.moneycreditline.com](http://www.moneycreditline.com).

8. NH is a Delaware limited liability company headquartered in Wood Dale, Illinois. NH operated as a lender, making open-end credit plan loans to consumers in Virginia solely via the Internet. NH uses the trade name "Line of Credit Now" and the website address [www.lineofcreditnow.com](http://www.lineofcreditnow.com).

9. BF is a Delaware limited liability company headquartered in Wood Dale, Illinois. BF operated as a lender, making open-end credit plan loans to consumers in Virginia solely via the Internet. BF uses the trade name "Guaranteed Cash Now" and the website address [www.guaranteedcashnow.net](http://www.guaranteedcashnow.net).

10. DTS is a Delaware limited liability company headquartered in Wood Dale, Illinois. DTS operated as a lender and uses the website address [www.quickintocash.com](http://www.quickintocash.com), but on information and belief, has not yet made any loans to Virginians.

11. FAST, VIM, MRC, NH, BF and DTS are referred to collectively hereinafter as “the Lenders.” The Lenders all used the same physical and mailing addresses, the same phone numbers, fax numbers and contact information, and used identical website content in their dealings with Virginians.

12. BGM is a Wyoming limited liability company, headquartered in Wood Dale, Illinois. BGM sent debt collection communications to Virginia consumers and their employers to implement wage assignments for the Lenders.

13. USG is a Wyoming limited liability company, headquartered in Wood Dale, Illinois. USG sent debt collection communications to Virginia consumers regarding their loans with the Lenders.

14. With the exception of BF, each of the named defendants is under the ownership and control of the same individual, a resident of Illinois.

### FACTS

15. During the period from 2015 to June 19, 2017 (“the Relevant Period”), the Lenders advertised, offered to make and (with the exception of DTS) did make open-end credit plan loans to Virginia consumers via the Internet.

#### Internet Lending Practice

16. In their contracts with Virginia consumers, FAST, VIM, MRC, NH, and BF charged, contracted for, and received interest in excess of the statutory limit of twelve percent (12%) per year set forth in Virginia Code § 6.2-303. EXHIBIT 1.

17. The loans advertised and offered by the Lenders were not compliant with Virginia’s open-end credit plan statute, Virginia Code § 6.2-312, which operates as an exception to the Virginia statutory limit of twelve percent (12%) in Virginia Code § 6.2-303. Section 6.2-

312 permits lenders, in connection with open-end credit plans, to charge finance charges and other fees at agreed-upon rates, provided that a finance charge is not imposed during a minimum twenty-five day grace period (the “Grace Period”) during which the borrower may repay the principal balance.

18. During the Relevant Period, FAST, VIM, MRC, NH, and BF imposed, on all of their open-end credit borrowers, a “cash advance fee” of \$5.00, a “service fee” of \$80.00, and an “activation fee” of \$15.00, without application of an appropriate finance-charge grace period. FAST, VIM, MRC, NH, and BF also imposed interest during the Grace Period. EXHIBIT 2.

19. FAST, VIM, MRC, NH, and BF provided in their contracts that consumers were being provided the loans at an annual interest rate of 9.99%, but they also charged consumers a “service fee” of \$80.00 per billing cycle, where the billing cycles and payments occurred at least bi-monthly. The service fee was effectively interest under the guise of a different name, and calculated together with the 9.99% advertised “interest” sharply increased the cost of the loans<sup>1</sup> and exceeded the 12% annual limit.

20. By failing to provide their borrowers with an applicable finance-charge grace period, the lending conduct of FAST, VIM, MRC, NH, and BF fell squarely within the 12% annual interest rate cap set forth in § 6.2-303, which they violated by charging interest and other charges in excess of the 12% annual limit.

#### Wage Assignments

21. FAST, VIM, MRC, NH, and BF also included a wage assignment provision in their contracts with Virginia consumers, which attempted to permit these Lenders to collect

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<sup>1</sup> The vast majority of the loans offered by these Lenders were for amounts of \$400 and under. The \$160 per month average cost for the service fee significantly increases the cost of the loan over time.

payments directly from the consumer's wages instead of allowing the consumer to select when and how the consumer's payments are made.

22. BGM worked in conjunction with the Lenders, and sent written debt collection communications to consumers and their employers to induce consumers to make payment on the loans. EXHIBIT 3.

23. BGM also sent these written communications to consumers' employers as part of its process to implement the wage assignments. The wage assignments operated to notify employers about the consumers' purported debts with the Lenders, instruct the employers to deduct amounts from the consumers' wages, and instruct employers to pay those amounts to BGM and/or the Lenders prior to the consumers receiving their paychecks.

24. The wage assignments do not comply with the governing Virginia statute, Virginia Code § 40.1-31, as they are not a "separate instrument" from the body of the contract (§ 40.1-31(2)), they were not signed by the consumers in person (§ 40.1-31(2)), and they were not signed in triplicate (§ 40.1-31(2)), and they attempt to permit the Defendants to use the wage assignments against future employers (§ 40.1-31(4)). See EXHIBIT 1, p. 3.

#### Communications with Consumers

25. USG also worked in conjunction with the Lenders by sending debt collection communications to Virginia consumers regarding their loans with the Lenders, advising them that payments were due or that payments had been debited from consumers' bank accounts. EXHIBIT 4.

### CAUSES OF ACTION

#### COUNT I – THE VIRGINIA CONSUMER PROTECTION ACT *(The Lenders: FAST, VIM, MRC, NH, BF and DTS)*

26. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in

paragraphs 1 through 25 above.

27. The Lenders are now, and were at all relevant times mentioned herein, “suppliers” of “goods” or “services” in connection with “consumer transactions,” as those terms are defined in § 59.1-198 of the VCPA.

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

29. 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; and
- b. 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.

30. The Lenders violated the VCPA through the acts and practices described in this Complaint, including but not limited to 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.

31. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by the Lenders.

32. The Lenders willfully did the acts described herein in violation of § 59.1-200(A)(5) and (14) of the VCPA.

**COUNT II – VIRGINIA CONSUMER PROTECTION ACT**  
***(Bradley Goldberg & Miller LLC)***

33. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in paragraphs 1 through 32 above.

34. BGM 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.

35. By communicating with consumers and making representations about the consumers’ loans which are used for personal, family, or household purposes, BGM has engaged in “consumer transactions,” as defined in § 59.1-198 of the VCPA.

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

37. BGM violated the VCPA through the acts and practices described in this Complaint, including, but not limited to sending communications to consumers and employers to implement illegal wage assignments in violation of § 59.1-200(A)(14) of the VCPA.

38. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by BGM.

39. BGM willfully did the acts described herein in violation of § 59.1-200(A)(14) of the VCPA.

**COUNT III - VIRGINIA CONSUMER PROTECTION ACT**  
***(U Solutions Group, LLC)***

40. The Plaintiff re-alleges and incorporates herein by reference all matters set forth in



paragraphs 1 through 39 above.

41. USG 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.

42. By communicating with consumers and making representations about the consumers’ loans which are used for personal, family, or household purposes, USG has engaged in “consumer transactions,” as defined in § 59.1-198 of the VCPA.

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

- a. 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.

44. USG violated the VCPA through the acts and practices described in this Complaint, including, but not limited to misrepresenting to Virginia consumers that they were required to make payments on their loans, which were in violation of the open-end credit statute in violation of § 59.1-200(A)(14) of the VCPA.

45. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by USG.

46. USG willfully did the acts described herein in violation of § 59.1-200(A) (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

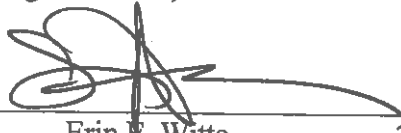
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202 North Ninth Street  
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CERTIFICATE OF SERVICE

I hereby certify that on this 5<sup>th</sup> day of February, 2018, a true copy of the foregoing Complaint was delivered by email and regular mail to:

Kelly Hollowell, Esq.  
Greenspoon Marder, P.A.  
780 Lynnhaven Pkwy., Suite 400  
Virginia Beach, VA 23452

A handwritten signature in black ink, appearing to read "Erin E. Witte", is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke.

Erin E. Witte

# CONSUMER LINE OF CREDIT

Borrower:	Home:
Address:	Cell:
City:	Work:
SSN:	DOB:
Email:	Date: 04/20/2017

Account Information
Account Number: <input type="text"/>
Line of Credit Amount: \$400.00

In this Line of Credit Account Agreement ("Agreement"), the words "you" and "your" mean each and every borrower whose name(s) appear(s) at the bottom of this Agreement. "Account" means your Line of Credit account with MR Capital, a Delaware company. The words "we", "us" and "our" refer to MR Capital, a licensed Utah lender.

Line of Credit. An unsecured revolving (open-end) line of credit account has been approved and established for you in the amount stated above ("Account"). We will advance to you such amounts as you from time to time request ("Advance(s)"), up to the line of credit limit established. Interest is charged from the date of each Advance.

Payment. You agree to pay the Advances plus interest (defined below) and Fees (defined below) in full in accordance with the terms and conditions of this Agreement. We will send you after the closing date of each billing cycle an account statement showing the balance of your Account at the beginning of the billing cycle, all activity on your account during the billing cycle, including Advances, payments, interest and Fees, the new balance at the closing date of the billing cycle, the minimum payment due for that billing cycle, and the date by which the minimum payment must be paid. A billing cycle consists of 14 days, except for the first billing cycle which shall run from the date your Account is approved and opened through the date of your first payday after the date your Account is approved and opened. You must pay by Automatic Clearing House (ACH), Remotely Created Check (RCC), money, credit card, debit card or certified funds the minimum payment shown on your account statement on or before the due date indicated. You may, of course, pay more frequently, pay more than the minimum payment, or pay the new balance in full. If you make extra payments or larger payments in one billing cycle, you are still required to make at least the minimum payment each billing cycle your Account has a balance. The minimum payment is comprised of the interest and Fees charged during a billing cycle through its closing date, plus the amount of any prior minimum payments you have not paid. As you repay the Advances, interest and Fees, your available credit limit will be restored and will be available for future Advances. The payment is currently scheduled to be automatically debited from your bank account on file. However, if your bank has returned previous payments as unpaid, we may elect not to automatically debit your bank account. In this case, we will call or email you to inform you that we are not sending the debit. The amount will still be due and payable, and you will be responsible for scheduling alternative arrangements to make the payment.

Application of Payments. All payments received by us will be applied first to Fees, and then to interest. Payments in excess of Fees and interest will be applied to the principal balance of the Advances then outstanding.

Calculation of Interest. Interest for each billing cycle is calculated by applying the daily periodic interest rate of .008325% (this is an ANNUAL PERCENTAGE RATE of 3.03%) to the average of Outstanding Unpaid indebtedness for the billing cycle, determined by dividing the total of the amount of Outstanding Unpaid indebtedness for each day in the billing cycle by the number of days in the billing cycle. This is referred to as the "average daily balance" method. Outstanding Unpaid indebtedness shall include unpaid Advances and billed and unpaid interest and Fees.

Fees. You agree to pay the following fees in connection with your Account:

**Activation Fee.** You will be charged a fee of \$15.00 annually to participate in this credit plan.

**Service Fee.** You will be charged a fee of \$80.00 each billing cycle. The service fee includes but not limited to the follow:

- Generating monthly or bi-monthly statements.
- Email payment reminders.
- Text payment reminders.
- Electronic account access.
- Mobile access.
- Transaction Fees.

**Late Fee.** You will be charged a fee of \$10.00 if you do not pay the minimum payment due for any billing cycle on or before the date such minimum payment is due.

**Cash Advance Fee.** You will be charged a \$5.00 fee each time you withdraw from your line of credit.

**Non-Sufficient Funds (NSF) Fee.** You will be charged a fee of \$25.00 for each ACH, RCC or other payment that is dishonored by your bank.

**Collection Fee.** In the event your account ends up in our in-house collection department, a fee of \$150.00 will be added to the total outstanding balance owed.

**Principal Pay Down.** Each billing cycle will have eight (8) percent of the minimum payment owed be put toward principal.

**Representations and Warranties.** You represent and warrant that (a) you have the right to enter into this Agreement, (b) you are at least 24 years of age, (c) you are not a regular or reserve member of a branch of the military or a dependent of such a member; (d) you understand that no credit insurance is offered with this Agreement, and (e) all of the information you provided in connection with your application for this revolving line of credit was true, accurate and complete at the time of said application and remains true, accurate and complete as of the date of this Agreement.

**Right to Request Income Information; and Duty to Inform About Change of Circumstances/Contact Information.** The credit limit established for your Account is based upon your income. You agree we have the right to demand proof of your current income from time to time during the term of the loan upon reasonable notice. You further agree we have the right to increase or lower your credit limit based upon your current income as provided in section Eleven (11) below. You further agree to immediately inform us of any significant change in circumstances regarding your income and any change of your contact information, including residence and e-mail address or telephone numbers.

**Default.** You will be in default under this Agreement if: (i) you fail to make any required payment by the payment due date; (ii) you fail to timely comply with or perform any other obligation under this Agreement; (iii) any representation or warranty made by you to us is false or misleading; (iv) you begin, or if any other



person puts you in, a bankruptcy, insolvency or receivership proceeding; or (v) you die.

Our rights in the event of Default, if you are in default under this Agreement, we may, at our option, do any one or more of the following: (i) declare the whole outstanding balance due on your Account immediately due and payable and proceed to collect it; the full amount will be payable over a twelve (12) payment schedule that will include the principal and service fees; the balance will be void of late fees, interest and any other miscellaneous charges that may accumulate over the twelve payment schedule; (ii) close your Account or lower your line of credit limit; (iii) exercise all other rights, powers, and remedies given by law; and/or (iv) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power, or remedy provided by this Agreement or as permitted by law.

**Right to Rescind.** You may cancel without any further obligation to us, if you do so by 5 PM CST on the origination date of this agreement. You must call 877-822-1064 to alert us of your intentions to cancel AND send a signed cancellation fax to us at 830-360-3108. If you fail to follow these procedures your cancellation will not be effective and you will be required to pay the loan along with any/all charges.

**Cancellation.** You may cancel your Account at any time by notifying us that you wish for your Account to be closed and by paying your Account in full, including all Fees and Interest. We may suspend making future Advances on your Account at any time in our sole discretion if we reasonably believe that you may not pay your Account in full as agreed by giving notice to you.

**Amendments.** We can change any of the terms of this Agreement, including the method of computing interest and the applicable Annual Percentage Rate and Fees, at any time. If we do, however, we will send you notice of the change(s) at least 45 days before the change(s) become(s) effective. Any change(s) which become(s) effective as to you will apply to all then outstanding unpaid indebtedness on your Account, including all Advances you received prior to the effective date of the change(s).

**Billing Error Rights.** In case of errors or questions about your periodic statement, please give us written notice soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

In your notice, please give us the following information:

Your name and account number.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

The dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Fair Credit Reporting Act Notice.** Applicable law permits us to share information with third parties about its credit and account history with you. Applicable law also permits us to share additional information about you and your Account with companies related to us by common ownership or control ("Affiliates"). We may share this additional information to our Affiliates so that you may receive special offers and promotions from our Affiliates. You may by written notice request that we not furnish this additional information (other than credit and account history), to our Affiliates. Please include your name, address, phone number, account number (if known), and social security (tax identification) number. Please allow a reasonable period of time for your request to take effect.

**Security.** We require you to sign a Wage Assignment and ACH/RCC Agreement as security for your obligation to repay the amounts you owe under your Line of Credit Account.

#### Miscellaneous Provisions:

**Paragraph Headings.** The paragraph headings in this Agreement are for convenience only and do not limit any of its provisions.

**Verification.** You certify that the information given me in connection with this Agreement is true and correct. You authorize us to verify all of the information that you gave us such as any past and/or present employment history, income, bank account details as may be necessary to process your application for a line of credit and administer your account with us. You specifically authorize us to use information you provided us, including social security number and/or bank account number, to verify information in your bank account through telephone initiated bank records. You also give us consent to obtain information about you from consumer reporting agencies or other sources. You represent that you are not a debtor under any proceedings in bankruptcy and have no intentions to file a petition for relief under any chapter of United States bankruptcy code.

**Waiver.** You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event, or condition. We may delay enforcing any of our rights under this Agreement without losing them.

**Governing Law.** The credit extended under this Agreement is made and authorized pursuant to the Utah Consumer Credit Code 70C as in effect from time to time, and shall be construed, without giving effect to any choice of law rule.

**Venue.** Any suit or proceeding arising from or relating in any way to this Agreement shall be brought only in a federal or state court located in the County of DuPage and State of Illinois; and you consent to the exclusive jurisdiction and venue of such courts. You agree to certified mail as the means of notification/service for any suit arising from or relating to this Agreement.

**Waiver of Jury Trial. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION:** Arbitration is a process in which persons with a dispute (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of entrusting all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:** For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, the information you gave us before entering into this Agreement, including the customer information application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted by you as a private attorney general, as a

representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (d) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

1. You acknowledge and agree that by entering into this Arbitration Provision:  
(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;  
(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

2. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

3. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7878) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. The parties may also agree to select an arbitrator who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such disputes will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

4. Regardless of who demands arbitration, at your request we will pay your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence, if allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, we will reimburse you for any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

4. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

5. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason that the FAA does not apply to this transaction then our agreement to arbitrate shall be governed by the arbitration law of the State of Utah.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder in effect.

**Enforceability.** The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions thereof.

**Privacy Policy.** You may request a copy of our privacy policy by emailing or visiting our website at [moneycredline.com](http://moneycredline.com).

**Binding Effect.** This Agreement shall inure to the benefit of, and be binding on and enforceable against, you and us and our respective personal representatives and successor.

**Wage Assignment.** This Wage Assignment is being executed by me ("Assignor") to secure the above-referenced loan given to me by MR Capital ("Assignee"). If, 40 days after any payment due date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Utah Code Annotated, Title 15, Chapter 8-8 :: Title 70C, Chapter 2-202, to collect the amount due from my present employer or a future employer. I understand that I may revoke this wage assignment at any time. The maximum wages, salary, commissions and bonuses that may be collected by Assignee hereon for any work week shall not exceed the lesser of (1) 15 % of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 208(1)(1) of Title 29, U.S.C., as amended, in effect at the time the amounts are payable. The term "disposable earnings" means: that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

I hereby authorize, empower and direct my employer, Slidet Memorial Hospital to pay to Assignee, MR Capital any and all monies due or to become due me hereon, authorize Assignee to receive the same, and release and discharge employer from liability to me on account of monies paid in accordance hereon. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law. I acknowledge receipt of an exact copy of this Wage Assignment.

Borrower Signature: \_\_\_\_\_

9420/2017

Date: \_\_\_\_\_

**ACH/RCC Agreement.** I hereby authorize MR Capital to initiate debit/credit entries to my bank account listed below for all payments due, including any returned unpaid item fees due, regarding the subject of this Agreement and the Financial Institution at which my account is held to debit/credit the same to such account. This authority is to remain in full force and effect until MR Capital and the subject Financial Institution have received written notification from me of its termination in such time and in such manner as to afford MR Capital and the Financial Institution a reasonable opportunity to act on it. I understand that I may cancel this authorization by providing written notice to MR Capital at least three (3) business days prior to the payment due date. I further understand that canceling my authorization does not relieve me of the responsibility of paying all amounts due in full.

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Consent to Electronic Communications.** You agree that any disclosure, notice, record or other type of information that is provided to you in connection with your transaction(s) with us, including but not limited to, the Loan Agreement, Truth in Lending disclosures set forth in this Loan Agreement, Privacy Policy, change-in-terms notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively "Communications"), may be sent to you electronically by posting the information at our website [moneycreditors.com](http://moneycreditors.com), or by sending it to you by email from us or any vendor/service contracted through us at any time. We will no longer be obligated to provide any communications to you in paper form unless you specifically request us to do so. You may obtain a copy of any communication by contacting us at 677-822-1664. You agree to provide us with your current ongoing electronic communications in the same manner, and ask that Communications be sent to you in paper form. You agree to provide us with your current email address for notices, which unless noted otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence addresses changes, you must send us a notice of the new address and telephone number(s) via email at least five (5) business days before the change. We may extend the terms of this Agreement by providing you with advance notice. You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Agreement for your records.

**Electronic Signature.** We are required by law to provide you with periodic statements and certain other disclosures and notices (subsequent disclosures). By signing this agreement you acknowledge that you have read, understand, and agree to all of its terms and conditions, including this arbitration agreement contained within this form. You acknowledge receipt of the transaction proceeds in the amount stated above. You further acknowledge that you have received a completed copy of this agreement. You hereby declare the information contained in this agreement is true and correct to the best of your knowledge. You also make the following material representation to us: that you are solvent and generally paying debts as they come due, that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for any type of bankruptcy proceeding while this agreement is outstanding or within 121 days after you repay the loan, that you intend to repay this loan. You consent to the release of my non-public, personal information. Your electronic signature will signify your agreement that this agreement and the subsequent disclosures we provide constitute electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 701 and following) in a manner consistent with applicable federal law.

Borrower Signature: \_\_\_\_\_

04/20/2017  
Date: \_\_\_\_\_

## FEDERAL TRUTH-IN-LENDING DISCLOSURE

<b>Interest Rate and Charges</b>	
<b>Annual Percentage Rate for Cash Advances</b>	9.99 % (0.000326%)
<b>Minimum Interest Payment</b>	None
<b>Paying Interest</b>	We will begin charging interest on cash advances on the transaction date.
<b>Fees</b>	
<b>Account Fees</b>	
- Service Fee	\$80.00/billing cycle
- Cash Advance Fee	\$6.00
- Activation Fee	\$15.00*
<b>Penalty Fees</b>	
- Late Fee	\$10.00
- Return Payment Fee	\$25.00
- Collection Fee	\$150.00

**How we will calculate your balance:** We use a method called "average daily balance (including cash advances)." See your Line of Credit Account Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Revolving Line of Credit Account Agreement.

**Security:** We require you to sign a wage assignment as security for your obligation to repay the amount(s) you owe under your Line of Credit Account.

I hereby acknowledge that I have read and understand all of the provisions within this Federal Truth-in-Lending Disclosure Statement.

<b>Borrower Signature:</b> _____	<b>SSN Last 4:</b> _____	<b>Date:</b> 04/20/2017
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\* Annually means 12 months from the opening of your line of credit account  
 \*\* A cycle consists of 14 days



MR Capital  
P.O. BOX 959  
Wood Dale, IL 60191  
877-822-1064

Summary of Account Activity		Summary of Account Activity	
Previous Balance:	\$278.64	Balance through closing date of 05/03/2017	\$262.67
Total Advance +:	\$0.00	Minimum Payment Due (including 8% principal paydown)	\$95.31
Finance Charge (Periodic Rate) +:	\$0.76	Past Due Amount	\$0.00
Total of Other Fees +:	\$80.00	Total Due	\$95.31
Payments -:	\$96.63	Payment Due Date	05/17/2017
Other Credits -:	\$0.00	If we do not receive the Min Payment Due on or before the payment Due Date, you will incur a late fee of \$10.00 for any payment delinquent for a period of more than 1 day	
New Balance =:	\$262.67	*To obtain current Payoff balance please call our office at 877-822-1064	
Credit Limit	\$600.00		
Available Credit	\$337.33		
Statement closing date	05/03/2017		
Days in billing cycle	14		

Please send billing inquiries and correspondence to: MR Capital, P.O. BOX 959, Wood Dale, IL 60191

Reference Number	Trans Date	Posting Date	Transaction Description	Transaction Amount
Transactions				
PMT45744	05/03/2017	05/03/2017	Payment	\$-96.63
Fees				
FEE215423	05/03/2017	05/03/2017	\$80 Service Fee	\$80.00
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$80.00</b>
Interest Charged				
	05/03/2017	05/03/2017	Interest Charge	\$0.76
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$0.76</b>
2017 Totals Year-To-Date				
			Total Fees charged in 2017	\$680.00
			Total Interest charged in 2017	\$6.18

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.



Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Cash Advances	9.99%	\$196.60	\$0.76

**Notice about Minimum Payments:** Making only the minimum payment will increase the interest you pay and the time it takes to repay your balance. For more information, call this toll-free number: 1-877-822-1064

**Calculation of Finance Charges:** We calculate the FINANCE CHARGES for each billing cycle of your Account by applying the applicable daily periodic rate to the "average daily principal balance" of your Account (including current transactions). To get the "average daily principal balance" we take the beginning Outstanding Principal Balance of your Account each day, add any new advances, and subtract any payments and credits. This gives us the daily principal balance. Then, we add up the daily principal balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily principal balance".

**Billing Rights Summary - 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 address shown on your bill) 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:

- You name an your account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe this is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate, we cannot report you as delinquent or take any action to collect the amount in question.

**Direct Inquiries To:** Money Credit Line  
P.O. BOX 959  
Wood Dale, IL 60191  
US



January 4, 2016

Attn: PAYROLL  
RE:  
SS#  
ACCOUNT BALANCE: \$2116.53

Dear Payroll,

I have enclosed a Wage Assignment for *[redacted]*. Please respond with a processing date or when on will be available. If you have any further questions, please contact me at (630) 948-4277.

- The maximum wages, salary, commissions and bonuses that may be collected by Assignee hereon for any work week shall not exceed the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206(1)(1) of Title 29, U.S.C., as amended, in effect at the time the amounts are payable. The term "disposable earnings" means: that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld. I hereby authorize, empower and direct my employer to pay to Assignee any and all monies due or to become due me hereon, authorize Assignee to receive the same, and release and discharge employer from liability to me on account of monies paid in accordance herein. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law. I acknowledge receipt of an exact copy of this Wage Assignment.
- All checks are to be made out to: FAST

PO BOX 959  
WOOD DALE, IL 60191

Thank you,

*[Signature]*  
 MARY ALICE  
 COLLECTION DEPARTMENT MANAGER  
 FAST CORPORATE OFFICE  
 DIRECT LINE: (630) 948-4277  
 FAX: 630-359-3108

PO BOX 959  
WOOD DALE, IL 60191

EXHIBIT 3  
PERCUT-Beyonce, M. J.

# BRADLEY, GOLDBERG & MILLER LLC

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Monday, January 4, 2016

To Whom It May Concern:

Attached you will find the necessary documents to execute a wage assignment on Per the enclosed signed agreement and according to [Utah Code Annotated, Title 15, Chapter 8-8; Title 70C, Chapter 2-202], we are within our right to pursue such action to collect on the debt owed.

*A creditor may not directly or indirectly take or receive from an employee an obligation that constitutes or contains an assignment of wages or other earnings unless:*

- 1. The assignment by its own terms is revocable at the will of the employee;*
- 2. The assignment is a payroll deduction plan, which starts at the time of the transaction, in which the employee authorized a series of wage deductions as a method of make each payment; or*
- 3. The assignment applies only to wages or other earnings already earned at the time of the assignment.*

We ask that you please contact us with the date that the deductions will begin. If there are any questions feel free to contact our office.

SINCERELY,

  
MARY ALICE  
CORPORATE OFFICE  
COLLECTIONS MANAGEMENT  
C/O F.A.S.T/ FIELD ASSESTS SERVICE TEAM

PO BOX 959  
WOOD DALE, IL 60191  
LOCAL: 630-948-4277  
FAX: 630-359-3108

EMPLOYER,  
  
ATTN: PAYROLL GARNISHMENTS

WAGE ASSIGNMENT DEMAND ON EMPLOYER

ASSIGNEE  
(LAST KNOWN ADDRESS)  
SOCIAL SECURITY NO.

This Demand is hereby made as an assignment of salary, wages, commissions or other compensation for services, executed by FAST and delivered to \_\_\_\_\_ on the 4TH day of JANUARY, 20 16 to secure a debt contracted on the 25TH day of JUNE 20 15. The total amount of the debt is \$ 2,116.53. Payments in the amount of \$ 0 have been made. The duration of the contract is AUTO months. There is now due and owing without acceleration the sum of \$ 2,116.53, the last payment having been made on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. The total amount due and unpaid as of this date is \$ 2,116.53. The employee herein named has been in default in his payments in the amount of \$ 2,116.53 of which \$ 2,116.53 has been due or owing.

Unless you receive within 5 days after the service hereof, a notice of defense from the employee herein named, you are required to make payment in accordance with such assignment.  
Dated this 4TH day of JANUARY, 20 16

ASSIGNEE: FAST (630) 948-4277  
PO BOX 959  
WOOD DALE, IL 60191

BY [Signature] AGENT

STATE OF UTAH  
COUNTY OF UTAH

}SS:

AFFIDAVIT

MARY ALICE being first duly sworn, deposes, and says that the facts stated in the demand above are true and correct; and further deposes and says that he (or his principal, if he is an agent for the assignee) has no notice of any defenses of the debtor; that the copy of the Assignment herewith served upon the employer above named is a true copy of an assignment of wages, salary and commissions and other moneys made and delivered to FAST Assignee FAST at LEHI Utah, by Assignor \_\_\_\_\_

Subscribed and sworn to before me this 4TH day of JANUARY, 20 16

[Signature] AGENT

NOTARY PUBLIC



[Signature]

**From:**  
**Sent:**  
**To:**  
**Subject:**

**Fwd: Payment Due Reminder Letter**

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

**From:** <[david@usolutionsgroup.com](mailto:david@usolutionsgroup.com)>  
**Date:** Nov 17, 2015 1:03 PM  
**Subject:** Payment Due Reminder Letter  
**To:**  
**Cc:**

11/17/2015

**Loan ID Number:**

**Dear**

**Thank you for being a valued customer.**

**Your payment of \$1,270.58 is due on 11/20/2015 and will be electronically debited from the appropriate account.**

**If you have any questions, please contact Customer Support.**

**Thank you!**

**Fast**

**877-822-1064**

**lineofcreditnow.net**

**We hope you found this message to be useful. However, if you'd rather not receive future e-mails from us, please opt-out [here](#).**

EXHIBIT 4  
VAD-Systems, N. I.