

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM". The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services

Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

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JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Privacy Policy

We respect the privacy of our customers and are committed to treating customer information responsibly. Our complete privacy policy statement is available on our website www.speedycash.com or ask for a copy from any Customer Advocate in our loan offices. You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve months. You may contact our loan offices and request that a current copy of our Privacy Policy be mailed to you.

Important Notices**BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:**

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

Cassandra Harrison 3/5/2009
Customer Signature(s) Date

[Signature] 3/5/2009
By Rapid Cash Representative Date

HARRISON, CASANDRA
3/5/2009 1:03:44 PM

TELLER KPM

Item	Qty	Amount	Fee	Total
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NEW LOAN:

Loan # 7301215

Principle

\$582.00

Fee

\$102.71

Amount Due

\$684.71

Due Date 03/20/2009

Total Checks and Services (\$682.00)

Tax \$0.00

Cash Paid To Customer \$582.00

REFER A FRIEND AND RECEIVE \$10
OPEN M-F 8AM-10PM; SAT 8AM-8PM; SUN 10AM-6PM

ALL CHECKS WILL GO TO DEPOSIT AT 2PM
Receipt # 19590063

Rapid Cash 15
1532 N. Jones Blvd
Las Vegas, NV 89108
(702) 631-2274

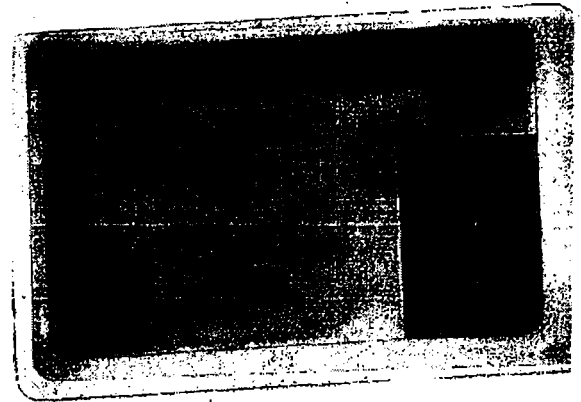


EXHIBIT C

Deferred Deposit Agreement & Disclosure Statement

Customer: CASANDRA HARRISON
913 N JONES BV APT # 203
LAS VEGAS, NV 89108

Lender: Advance Group Inc. dba Rapid Cash
1532 N. Jones Blvd
Las Vegas, NV 89108
(702)631-2274

Check Number: 1356 Check Amount: \$470.59 Agreement Date 03/19/09 Due Date (Date of Check): 04/04/09

ITEMIZATION OF AMOUNT FINANCED OF \$400.00
New Applicant Fee..... \$0.00
Amount Paid Directly To You \$0.00
Amount Paid On Your Account..... \$400.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>402.58%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$70.59</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$400.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$470.59</u>
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Payment Schedule: One payment in the amount of \$470.59, due on 04/04/09
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfer ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls – Monitoring: You agree that if you are past due or in default, you will accept calls from us or a third party we have contracted with regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. If you provide us with a wireless or cellular telephone number, you agree that we may place calls to that number which may result in charges from your wireless or cellular carrier. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

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1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

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3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

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5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

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JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

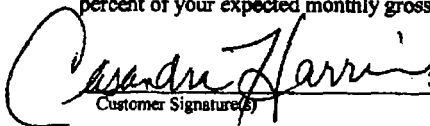
Privacy Policy

We respect the privacy of our customers and are committed to treating customer information responsibly. Our complete privacy policy statement is available on our website www.speedycash.com or ask for a copy from any Customer Advocate in our loan offices. You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve months. You may contact our loan offices and request that a current copy of our Privacy Policy be mailed to you.

Important Notices**BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:**

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.


 Customer Signature(s) 3/19/2009
 Date

By 
 Rapid Cash Representative 3/19/2009
 Date

EXHIBIT D

Deferred Deposit Agreement & Disclosure Statement

Customer: EUGENE VARCADOS
701 WHEAT RIDGE LN #101
LAS VEGAS, NV 89145

Lender: Advance Group Inc. dba Rapid Cash
2710A S. Maryland Pkwy
Las Vegas, NV 89109
(702)866-2648

Check Number: 1008 Check Amount: \$588.24 Agreement Date 04/30/08 Due Date (Date of Check): 05/18/08

ITEMIZATION OF AMOUNT FINANCED OF \$500.00
New Applicant Fee..... \$0.00
Amount Paid Directly To You \$500.00
Amount Paid On Your Account..... \$0.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 357.86%	FINANCE CHARGE The dollar amount the credit will cost you. \$88.24	Amount Financed The amount of credit provided to you or on your behalf. \$500.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$588.24
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Payment Schedule: One payment in the amount of \$588.24, due on 05/18/08
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfers ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls - Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

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PRIVACY POLICY

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Notice of Privacy Policy is for Tiger Financial Management, LLC., all of the family of companies doing business as Speedy Cash® or Rapid Cash™, and their related or affiliated companies. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect it.

A. NON-DISCLOSURE POLICY AND SECURITY. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT. We collect nonpublic personal information from the following sources: Information we receive from you on applications or other forms, such as social security number, banking and credit history and income; Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others; Information we receive from consumer credit reporting agencies or similar companies; and Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE. We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law and unaffiliated third parties provided you have not opted out of such disclosure.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE. Affiliates: The Speedy / Rapid Cash / AAA Title Loan group of companies; Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15; and, Unaffiliated Third Parties such as financial service providers such as banks, mortgage companies, banks, money service businesses and insurance companies.

E. NON-AFFILIATED THIRD PARTIES AND OPT OUT PROCEDURE. To inform you of product and service opportunities that may be of interest to you, we may share all of the nonpublic personal information that we obtain about you, as described above, with non-affiliated third parties such as financial service providers such as credit card issuers, finance companies, money service businesses, banks, and mortgage companies.

You may request that we not share this information with such nonaffiliated third parties by "opting out" as described in the Opt Out section of this Privacy Policy.

How to Opt Out or Stop Certain Disclosures About You:

If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties you may opt out of those disclosures (other than disclosures permitted by law). If you wish to opt out of the disclosures to nonaffiliated third parties, write to us at:

Speedy / Rapid Cash / Privacy Opt Out / 3611 North Ridge Road
Wichita, Kansas 67205

You may opt out of these disclosures at any time. This opt out, by law, will not apply to disclosures that are legally permitted or disclosure we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your request, we have a reasonable amount of time to stop the disclosures. You may always contact us for assistance if you wish to later revoke your opt out election.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM". The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without

in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

JURY TRIAL WAIVER

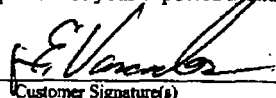
YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.



Customer Signature(s)

4/30/2008

Date

By

Rapid Cash Representative

4/30/2008

Date

EXHIBIT E

Deferred Deposit Agreement & Disclosure Statement

Customer: EUGENE VARCADOS
701 WHEAT RIDGE LN #101
LAS VEGAS, NV 89145

Lender: Advance Group Inc. dba Rapid Cash
2710A S. Maryland Pkwy
Las Vegas, NV 89109
(702)866-2648

Check Number: 1011 Check Amount: \$588.24 Agreement Date 05/24/08 Due Date (Date of Check): 06/07/08

ITEMIZATION OF AMOUNT FINANCED OF	\$500.00
New Applicant Fee.....	<u>\$0.00</u>
Amount Paid Directly To You	<u>\$0.00</u>
Amount Paid On Your Account.....	<u>\$500.00</u>

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
480.11%	\$88.24	\$500.00	\$588.24

Payment Schedule: One payment in the amount of \$588.24, due on 06/07/08
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfers ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls - Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

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PRIVACY POLICY

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Notice of Privacy Policy is for Tiger Financial Management, LLC., all of the family of companies doing business as Speedy Cash® or Rapid Cash™, and their related or affiliated companies. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect it.

A. NON-DISCLOSURE POLICY AND SECURITY. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT. We collect nonpublic personal information from the following sources: Information we receive from you on applications or other forms, such as social security number, banking and credit history and income; Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others; Information we receive from consumer credit reporting agencies or similar companies; and Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE. We may disclose all the Information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law and unaffiliated third parties provided you have not opted out of such disclosure.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE. Affiliates: The Speedy / Rapid Cash / AAA Title Loan group of companies; Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15; and, Unaffiliated Third Parties such as financial service providers such as banks, mortgage companies, banks, money service businesses and insurance companies.

E. NON-AFFILIATED THIRD PARTIES AND OPT OUT PROCEDURE. To inform you of product and service opportunities that may be of interest to you, we may share all of the nonpublic personal information that we obtain about you, as described above, with non-affiliated third parties such as financial service providers such as credit card issuers, finance companies, money service businesses, banks, and mortgage companies.

You may request that we not share this information with such nonaffiliated third parties by "opting out" as described in the Opt Out section of this Privacy Policy.

How to Opt Out or Stop Certain Disclosures About You:

If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties you may opt out of those disclosures (other than disclosures permitted by law). If you wish to opt out of the disclosures to nonaffiliated third parties, write to us at:

Speedy / Rapid Cash / Privacy Opt Out / 3611 North Ridge Road
Wichita, Kansas 67205

You may opt out of these disclosures at any time. This opt out, by law, will not apply to disclosures that are legally permitted or disclosure we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your request, we have a reasonable amount of time to stop the disclosures. You may always contact us for assistance if you wish to later revoke your opt out election.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM". The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without

in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Important Notices

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- **YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

Customer Signature(s) 5/24/2008
Date

By
Rapid Cash Representative 5/24/2008
Date

EXHIBIT F

Deferred Deposit Agreement & Disclosure Statement

Customer: **EUGENE VARCADOS**
701 WHEAT RIDGE LN APT # 101
LAS VEGAS, NV 89145

Lender: **Advance Group Inc. dba Rapid Cash**
2710A S. Maryland Pkwy
Las Vegas, NV 89109
(702)866-2648

Check Number: 1013 Check Amount: \$588.24 Agreement Date 06/06/08 Due Date (Date of Check): 06/21/08

ITEMIZATION OF AMOUNT FINANCED OF	\$500.00
New Applicant Fee.....	\$0.00
Amount Paid Directly To You	\$0.00
Amount Paid On Your Account.....	\$500.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
429.43%	\$88.24	\$500.00	\$588.24

Payment Schedule: One payment in the amount of \$588.24, due on 06/21/08
 (Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfers ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls - Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

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PRIVACY POLICY

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Notice of Privacy Policy is for Tiger Financial Management, LLC., all of the family of companies doing business as Speedy Cash® or Rapid Cash™, and their related or affiliated companies. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect it.

A. NON-DISCLOSURE POLICY AND SECURITY. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT. We collect nonpublic personal information from the following sources: Information we receive from you on applications or other forms, such as social security number, banking and credit history and income; Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others; Information we receive from consumer credit reporting agencies or similar companies; and Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE. We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law and unaffiliated third parties provided you have not opted out of such disclosure.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE. Affiliates: The Speedy / Rapid Cash / AAA Title Loan group of companies; Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15; and, Unaffiliated Third Parties such as financial service providers such as banks, mortgage companies, banks, money service businesses and insurance companies.

E. NON-AFFILIATED THIRD PARTIES AND OPT OUT PROCEDURE. To inform you of product and service opportunities that may be of interest to you, we may share all of the nonpublic personal information that we obtain about you, as described above, with non-affiliated third parties such as financial service providers such as credit card issuers, finance companies, money service businesses, banks, and mortgage companies.

You may request that we not share this information with such nonaffiliated third parties by "opting out" as described in the Opt Out section of this Privacy Policy.

How to Opt Out or Stop Certain Disclosures About You:

If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties you may opt out of those disclosures (other than disclosures permitted by law). If you wish to opt out of the disclosures to nonaffiliated third parties, write to us at:

Speedy / Rapid Cash / Privacy Opt Out / 3611 North Ridge Road
Wichita, Kansas 67205

You may opt out of these disclosures at any time. This opt out, by law, will not apply to disclosures that are legally permitted or disclosure we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your request, we have a reasonable amount of time to stop the disclosures. You may always contact us for assistance if you wish to later revoke your opt out election.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM". The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without

in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- **YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blanks spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

 6/6/2008
Customer Signature(s) Date

By  6/6/2008
Rapid Cash Representative Date

EXHIBIT G

Deferred Deposit Agreement & Disclosure Statement

Customer: **EUGENE VARCADOS**
701 WHEAT RIDGE LN APT # 101
LAS VEGAS, NV 89145

Lender: **Advance Group Inc. dba Rapid Cash**
2710A S. Maryland Pkwy
Las Vegas, NV 89109
(702)868-2848

Check Number: 1015 Check Amount: \$588.24 Agreement Date 06/21/08 Due Date (Date of Check): 07/05/08

ITEMIZATION OF AMOUNT FINANCED OF	\$500.00
New Applicant Fee.....	\$0.00
Amount Paid Directly To You	\$0.00
Amount Paid On Your Account.....	\$500.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
460.11%	\$88.24	\$500.00	\$588.24

Payment Schedule: One payment in the amount of \$588.24, due on 07/05/08
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfers ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls – Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

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PRIVACY POLICY

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Notice of Privacy Policy is for Tiger Financial Management, LLC., all of the family of companies doing business as Speedy Cash® or Rapid Cash™, and their related or affiliated companies. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect it.

A. NON-DISCLOSURE POLICY AND SECURITY. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT. We collect nonpublic personal information from the following sources: Information we receive from you on applications or other forms, such as social security number, banking and credit history and income; Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others; Information we receive from consumer credit reporting agencies or similar companies; and Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE. We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law and unaffiliated third parties provided you have not opted out of such disclosure.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE. Affiliates: The Speedy / Rapid Cash / AAA Title Loan group of companies; Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15; and, Unaffiliated Third Parties such as financial service providers such as banks, mortgage companies, banks, money service businesses and insurance companies.

E. NON-AFFILIATED THIRD PARTIES AND OPT OUT PROCEDURE. To inform you of product and service opportunities that may be of interest to you, we may share all of the nonpublic personal information that we obtain about you, as described above, with non-affiliated third parties such as financial service providers such as credit card issuers, finance companies, money service businesses, banks, and mortgage companies.

You may request that we not share this information with such nonaffiliated third parties by "opting out" as described in the Opt Out section of this Privacy Policy.

How to Opt Out or Stop Certain Disclosures About You:

If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties you may opt out of those disclosures (other than disclosures permitted by law). If you wish to opt out of the disclosures to nonaffiliated third parties, write to us at:

Speedy / Rapid Cash / Privacy Opt Out / 3611 North Ridge Road
Wichita, Kansas 67205

You may opt out of these disclosures at any time. This opt out, by law, will not apply to disclosures that are legally permitted or disclosure we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your request, we have a reasonable amount of time to stop the disclosures. You may always contact us for assistance if you wish to later revoke your opt out election.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM". The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without

in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- **YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blanks spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

 6/21/2008
Customer Signature(s) Date

By  6/21/2008
Rapid Cash Representative Date

Customer: EUGENE VARCADOS
SSN: 545568012

Loan Number: 6004965

Amount: \$588.24

Agreement Date: 6/21/2008

Due Date: 7/5/2008

Teller: JB7

P6004965



Eugene R. Varcados
 701 Wheat Ridge Lane, Unit 101
 Las Vegas, NV 89145
 No Phone Available At This Time

Sunday, August 17, 2008

Thomas L. Steele
 OGC Rapid Cash
 3527 North Ridge Road
 Wichita, KS, 67205

Account: 05-P-0972316

To my creditors,
 A copy of this letter is being sent to all my creditors who have provided me with credit cards or other unsecured loans. Agreements with Creditors for secured loans are already in place.

The issue is my accounts are in arrears. The problem is the result of increases in utilities, gasoline, food, the primary care of a brain cancer victim and mostly a shocking reduction in income. Although I am maintaining both a full time and part time job I am unable to meet my expenses. The majority of my income is based on tourism tips, which have dropped about 30-40 percent in the last three months.

My goal is to pay everyone without resorting to debt consolidation or bankruptcy, in which all of us, except the facilitators, lose something. I tried bill consolidation (20K to 30K) in order to pay all outstanding debts at a reduced interest with affordable payments I can guarantee. No financial institution has shown an interest in offering a long-term solution so I must resort to other means. That's the story and here's the plan.

I am respectfully requesting the following assistance:

- "Lock-Down" of all accounts prohibiting additional charges until I request it's release. This will protect me from ID theft during this interim period. I would like to leave the accounts in an open state if possible, as I may wish to utilize credit lines when this episode is over.
- Closure of any accounts that will incur automatic interest rate increases, because of this plan being accepted or rejected, or past unforgivable activity, and pending my written cancellation.
- Continued online access to information about my accounts with payment capabilities.
- My request for removing the "Lock-Down" can be accepted through the message center.
- The lowest possible APR so that some reduction of the principle can be accomplished.
- Suspension of any fees or other charges resulting from this proposal.
- A cessation of phone calls, as I am aware of the situation. Incoming calls subtract from my contractual "free minutes" causing me more expense. You may continue to contact me via e-mail at: ev2090@yahoo.com
- Termination of all payee originated EFT. Payee originated EFT are no longer an acceptable form of payment. They are part of the reason for returned payments; there are too many of them, they are out of control. Income from tips is not constant and very greatly from pay period to pay period and I cannot guarantee the funds are available. It turns out to be first come first serve which does not work! Each time it occurs it cost money on both ends; I would rather pay my debts.
- Alter the payment due dates to the 30th of each month so I can handle my payments better.
- Written confirmation of receipt of this letter and the results thereof, at your earliest possible convenience.

During this period I will submit a minimum of \$50 each month to a maximum of \$100. The first of these payments will start on September 4th. Online banking from my local branch will be used for all payments. Most outgoing payments are processed electronically on the next business day; some may require more time for paper checks. Normal payments will resume as soon as possible.

This period may last for several months depending on circumstances, which I cannot control or foresee. My ultimate goal is to be debt free with 24 to 36 months. I would appreciate any assistance you may be able to provide.

Sincerely,

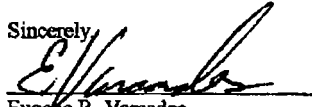

 Eugene R. Varcados.

EXHIBIT H

Deferred Deposit Agreement & Disclosure Statement

Customer: CONCEPCION QUINTINO
2410 OLD GORGE LANE APT 101
LAS VEGAS, NV 89119

Lender: Advance Group Inc. dba Rapid Cash
2710A S. Maryland Pkwy
Las Vegas, NV 89109
7028662648

Check Number: 527 Check Amount: \$600.00 Agreement Date 04/21/06 Due Date (Date of Check): 05/06/06

ITEMIZATION OF AMOUNT FINANCED OF \$510.00
New Applicant Fee..... \$0.00
Amount Paid Directly To You \$510.00
Amount Paid On Your Account..... \$0.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>429.41%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$90.00</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$510.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$600.00</u>
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Payment Schedule: One payment in the amount of \$600.00, due on 05/06/06
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc. or Principal Investments, Inc, each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

P2832779



Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfer ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls - Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

Mediation Agreement

You and We Agree to Mediate Claims. You and we agree that before either of us starts a lawsuit, arbitration proceeding or any other legal proceeding, we will submit any and all "Claims" that we have against you, and you will submit any and all Claims that you have against us, to neutral, individual (and not class) mediation.

What is Mediation? Mediation is an informal procedure used to resolve disputes. In a mediation, a professionally trained, impartial mediator meets with the parties to a dispute. A mediator does not decide who is right or wrong. Instead, a mediator assists the parties in finding a solution that works best for them. If the parties agree, they may settle their differences and avoid further proceedings.

Meaning of "Claims." "Claims" means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and/or applicability of this Mediation Agreement or the Arbitration Agreement appearing below, (ii) your application for a Loan, (iii) the Agreement, (iv) any prior agreement between you and us, including any prior loans we have made to you or (v) our collection of any Loan. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity, and all counterclaims, cross-claims and third party claims.

Rules of Mediation. You and we agree to mediate in good faith to resolve any Claims on an individual (and not class) basis. The mediation will be governed by the Better Business Bureau Rules of Mediation in effect at the time the Claim is filed. You can obtain a copy of the Rules of Mediation and forms at any Better Business Bureau Office or online at www.bbb.org. The mediation will take place at a location near your residence. The mediator will not conduct class mediation, and will not allow you to act as a representative, private attorney general or in any other representative capacity.

Costs of Mediation. We will pay all mediation fees, including filing fees and the mediator's fees.

Other Mediation Terms. This Mediation Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Mediation Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of this Mediation Agreement will be enforced to the fullest extent allowed by law.

Arbitration Agreement

You and We Agree to Arbitrate. If you and we are not able to resolve a Claim in mediation, then you and we agree that such Claim will be resolved by neutral, binding individual (and not class) arbitration. You and we may not initiate arbitration proceedings without first complying with the Mediation Agreement.

What is Arbitration? Arbitration is a procedure used to resolve disputes. It is different than mediation. In arbitration, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties. By agreeing to arbitration, YOU GIVE UP YOUR RIGHT TO GO TO COURT.

Meaning of "Claims." The word "Claims" has the same meaning as in the Mediation Agreement.

Rules of Arbitration. Except as provided in this Arbitration Agreement, the arbitration will be governed by the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. Rules and forms of the NAF may be obtained and all claims must be filed at any NAF office, on the World Wide Web at www.arb-forum.com, or at National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191. You may also elect to have the arbitration heard by and under the consumer rules of the American Arbitration Association or the Better Business Bureau. Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitrator will not conduct class arbitration, and will not allow you to act as a representative, private attorney general or in any other representative capacity. The arbitration award will be in writing. The arbitrator may award the prevailing party its attorneys' fees and arbitration expenses. Judgment upon the award may be entered by any party in any court having jurisdiction. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

Costs of Arbitration. We will pay our share of any arbitration fees. *If you are unable to pay your share of the costs of arbitration, your arbitration fees may be waived by the NAF or other arbitration service provider you have selected.* If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, advance your share of the arbitration fees. If the arbitrator renders a decision in your favor, then you will not have to reimburse us for your share of the arbitration fees. If the arbitrator renders a decision in our favor, then you agree to reimburse us for the arbitration fees we have advanced on your behalf. However, you will not have to reimburse us for any more than the amount that could have been assessed as court costs if the Claim had been resolved by a state court with proper jurisdiction.

Governing Law. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended ("FAA"). If for any reason a court of competent jurisdiction finds that the FAA does not apply, then this Arbitration Agreement will be governed by the Nevada Uniform Arbitration Act, as amended.

Other Arbitration Terms. This Arbitration Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Arbitration Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of the Arbitration Agreement will be enforced to the fullest extent allowed by law.

Exceptions to Mediation and Arbitration

In the following situations, neither you nor we will need to submit Claims to mediation or arbitration before taking other actions.

Limited and Small Claims. You and we each have the right to bring a Claim in a small claims or the proper Las Vegas Justice Court, as long as the Claim is within the jurisdictional limits of that court. Neither you nor we will need to submit Claims to mediation or arbitration before doing so. However, neither you nor we may bring any Claims as a representative, private attorney general, member of a class or in any other representative capacity. All Claims that cannot be brought in small claims court or Las Vegas Justice Court (and all appeals from a judgment by a small claims court or limited actions / jurisdiction court) must be resolved consistent with the Mediation Agreement and the Arbitration Agreement appearing above.

Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- **YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.**

• **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

Customer Signature(s) [Signature] Date 4-21-06 By [Signature] Rapid Cash Representative Date 4/21/06

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Privacy Notice is for Speedy Cash®, Galt Ventures, Inc., and all their parent and affiliate companies doing business as Speedy Cash®, Rapid Cash and AAA Title Loans. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect your information.

A. NON-DISCLOSURE POLICY AND SECURITY.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT.

We collect nonpublic personal information from the following sources:

Information we receive from you on applications or other forms, such as social security number, banking and credit history and income;

Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others;

Information we receive from consumer credit reporting agency; and

Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE.

We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE.

Affiliates: The Speedy /Rapid Cash /AAA group of companies;

Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15.

EXHIBIT I

Deferred Deposit Agreement & Disclosure Statement

Customer: CONCEPCION QUINTINO
2410 OLD GORGE LANE APT 101
LAS VEGAS, NV 89119

Lender: Advance Group Inc. dba Rapid Cash
2710A S. Maryland Pkwy
Las Vegas, NV 89109
7028682648

Check Number: 531 Check Amount: \$800.00 Agreement Date 05/05/06 Due Date (Date of Check): 05/20/06

ITEMIZATION OF AMOUNT FINANCED OF \$510.00
New Applicant Fee..... \$0.00
Amount Paid Directly To You \$0.00
Amount Paid On Your Account..... \$510.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>429.41%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$90.00</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$510.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$600.00</u>
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Payment Schedule: One payment in the amount of \$600.00, due on 05/20/06
 (Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc. or Principal Investments, Inc, each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfer ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls – Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

Mediation Agreement

You and We Agree to Mediate Claims. You and we agree that before either of us starts a lawsuit, arbitration proceeding or any other legal proceeding, we will submit any and all "Claims" that we have against you, and you will submit any and all Claims that you have against us, to neutral, individual (and not class) mediation.

What is Mediation? Mediation is an informal procedure used to resolve disputes. In a mediation, a professionally trained, impartial mediator meets with the parties to a dispute. A mediator does not decide who is right or wrong. Instead, a mediator assists the parties in finding a solution that works best for them. If the parties agree, they may settle their differences and avoid further proceedings.

Meaning of "Claims." "Claims" means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and/or applicability of this Mediation Agreement or the Arbitration Agreement appearing below, (ii) your application for a Loan, (iii) the Agreement, (iv) any prior agreement between you and us, including any prior loans we have made to you or (v) our collection of any Loan. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity, and all counterclaims, cross-claims and third party claims.

Rules of Mediation. You and we agree to mediate in good faith to resolve any Claims on an individual (and not class) basis. The mediation will be governed by the Better Business Bureau Rules of Mediation in effect at the time the Claim is filed. You can obtain a copy of the Rules of Mediation and forms at any Better Business Bureau Office or online at www.bbb.org. The mediation will take place at a location near your residence. The mediator will not conduct class mediation, and will not allow you to act as a representative, private attorney general or in any other representative capacity.

Costs of Mediation. We will pay all mediation fees, including filing fees and the mediator's fees.

Other Mediation Terms. This Mediation Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Mediation Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of this Mediation Agreement will be enforced to the fullest extent allowed by law.

Arbitration Agreement

You and We Agree to Arbitrate. If you and we are not able to resolve a Claim in mediation, then you and we agree that such Claim will be resolved by neutral, binding individual (and not class) arbitration. You and we may not initiate arbitration proceedings without first complying with the Mediation Agreement.

What is Arbitration? Arbitration is a procedure used to resolve disputes. It is different than mediation. In arbitration, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties. By agreeing to arbitration, YOU GIVE UP YOUR RIGHT TO GO TO COURT.

Meaning of "Claims." The word "Claims" has the same meaning as in the Mediation Agreement.

Rules of Arbitration. Except as provided in this Arbitration Agreement, the arbitration will be governed by the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. Rules and forms of the NAF may be obtained and all claims must be filed at any NAF office, on the World Wide Web at www.arb-forum.com, or at National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191. You may also elect to have the arbitration heard by and under the consumer rules of the American Arbitration Association or the Better Business Bureau. Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitrator will not conduct class arbitration, and will not allow you to act as a representative, private attorney general or in any other representative capacity. The arbitration award will be in writing. The arbitrator may award the prevailing party its attorneys' fees and arbitration expenses. Judgment upon the award may be entered by any party in any court having jurisdiction. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

Costs of Arbitration. We will pay our share of any arbitration fees. *If you are unable to pay your share of the costs of arbitration, your arbitration fees may be waived by the NAF or other arbitration service provider you have selected.* If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, advance your share of the arbitration fees. If the arbitrator renders a decision in your favor, then you will not have to reimburse us for your share of the arbitration fees. If the arbitrator renders a decision in our favor, then you agree to reimburse us for the arbitration fees we have advanced on your behalf. However, you will not have to reimburse us for any more than the amount that could have been assessed as court costs if the Claim had been resolved by a state court with proper jurisdiction.

Governing Law. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended ("FAA"). If for any reason a court of competent jurisdiction finds that the FAA does not apply, then this Arbitration Agreement will be governed by the Nevada Uniform Arbitration Act, as amended.

Other Arbitration Terms. This Arbitration Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Arbitration Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of the Arbitration Agreement will be enforced to the fullest extent allowed by law.

Exceptions to Mediation and Arbitration

In the following situations, neither you nor we will need to submit Claims to mediation or arbitration before taking other actions.

Limited and Small Claims. You and we each have the right to bring a Claim in a small claims or the proper Las Vegas Justice Court, as long as the Claim is within the jurisdictional limits of that court. Neither you nor we will need to submit Claims to mediation or arbitration before doing so. However, neither you nor we may bring any Claims as a representative, private attorney general, member of a class or in any other representative capacity. All Claims that cannot be brought in small claims court or Las Vegas Justice Court (and all appeals from a judgment by a small claims court or limited actions / jurisdiction court) must be resolved consistent with the Mediation Agreement and the Arbitration Agreement appearing above.



Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.

▪ **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blanks spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.


5-5-06
By 
55-00

Customer Signature(s) Date Rapid Cash Representative Date

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Privacy Notice is for Speedy Cash®, Galt Ventures, Inc., and all their parent and affiliate companies doing business as Speedy Cash®, Rapid Cash and AAA Title Loans. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect your information.

A. NON-DISCLOSURE POLICY AND SECURITY.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT.

We collect nonpublic personal information from the following sources:

Information we receive from you on applications or other forms, such as social security number, banking and credit history and income;
 Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others;
 Information we receive from consumer credit reporting agency; and
 Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE.

We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE.

Affiliates: The Speedy /Rapid Cash /AAA group of companies;

Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted. under 16 CFR 313.15.

EXHIBIT J

Deferred Deposit Agreement & Disclosure Statement

Customer: CONCEPCION QUINTINO
2410 OLD GORGE LANE APT 101
LAS VEGAS, NV 89119

Lender: Advance Group Inc. dba Rapid Cash
2710A S. Maryland Pkwy
Las Vegas, NV 89109
7028662648

Check Number: 535 Check Amount: \$600.00 Agreement Date 05/19/06 Due Date (Date of Check): 06/03/06

ITEMIZATION OF AMOUNT FINANCED OF \$510.00
New Applicant Fee..... \$0.00
Amount Paid Directly To You \$0.00
Amount Paid On Your Account..... \$510.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
<u>429.41%</u>	<u>\$90.00</u>	<u>\$510.00</u>	<u>\$600.00</u>

Payment Schedule: One payment in the amount of \$600.00, due on 06/03/06
(Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc. or Principal Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfer ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls - Monitoring: You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

Mediation Agreement

You and We Agree to Mediate Claims. You and we agree that before either of us starts a lawsuit, arbitration proceeding or any other legal proceeding, we will submit any and all "Claims" that we have against you, and you will submit any and all Claims that you have against us, to neutral, individual (and not class) mediation.

What Is Mediation? Mediation is an informal procedure used to resolve disputes. In a mediation, a professionally trained, impartial mediator meets with the parties to a dispute. A mediator does not decide who is right or wrong. Instead, a mediator assists the parties in finding a solution that works best for them. If the parties agree, they may settle their differences and avoid further proceedings.

Meaning of "Claims." "Claims" means any and all claims, disputes or controversies that arise under common law, federal or state statute or regulation, or otherwise, and that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees. "Claims" also includes any and all claims that arise out of (i) the validity, scope and/or applicability of this Mediation Agreement or the Arbitration Agreement appearing below, (ii) your application for a Loan, (iii) the Agreement, (iv) any prior agreement between you and us, including any prior loans we have made to you or (v) our collection of any Loan. "Claims" also includes all claims asserted as a representative, private attorney general, member of a class or in any other representative capacity, and all counterclaims, cross-claims and third party claims.

Rules of Mediation. You and we agree to mediate in good faith to resolve any Claims on an individual (and not class) basis. The mediation will be governed by the Better Business Bureau Rules of Mediation in effect at the time the Claim is filed. You can obtain a copy of the Rules of Mediation and forms at any Better Business Bureau Office or online at www.bbb.org. The mediation will take place at a location near your residence. The mediator will not conduct class mediation, and will not allow you to act as a representative, private attorney general or in any other representative capacity.

Costs of Mediation. We will pay all mediation fees, including filing fees and the mediator's fees.

Other Mediation Terms. This Mediation Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Mediation Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of this Mediation Agreement will be enforced to the fullest extent allowed by law.

Arbitration Agreement

You and We Agree to Arbitrate. If you and we are not able to resolve a Claim in mediation, then you and we agree that such Claim will be resolved by neutral, binding individual (and not class) arbitration. You and we may not initiate arbitration proceedings without first complying with the Mediation Agreement.

What is Arbitration? Arbitration is a procedure used to resolve disputes. It is different than mediation. In arbitration, a professionally trained, neutral, third party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party's case and make a decision. The decision is binding on the parties. By agreeing to arbitration, **YOU GIVE UP YOUR RIGHT TO GO TO COURT.**

Meaning of "Claims." The word "Claims" has the same meaning as in the Mediation Agreement.

Rules of Arbitration. Except as provided in this Arbitration Agreement, the arbitration will be governed by the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. Rules and forms of the NAF may be obtained and all claims must be filed at any NAF office, on the World Wide Web at www.arb-forum.com, or at National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191. You may also elect to have the arbitration heard by and under the consumer rules of the American Arbitration Association or the Better Business Bureau. Any arbitration hearing, if one is held, will take place at a location near your residence. The arbitration will be conducted by a single arbitrator. The arbitrator will not conduct class arbitration, and will not allow you to act as a representative, private attorney general or in any other representative capacity. The arbitration award will be in writing. The arbitrator may award the prevailing party its attorneys' fees and arbitration expenses. Judgment upon the award may be entered by any party in any court having jurisdiction. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

Costs of Arbitration. We will pay our share of any arbitration fees. *If you are unable to pay your share of the costs of arbitration, your arbitration fees may be waived by the NAF or other arbitration service provider you have selected.* If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, advance your share of the arbitration fees. If the arbitrator renders a decision in your favor, then you will not have to reimburse us for your share of the arbitration fees. If the arbitrator renders a decision in our favor, then you agree to reimburse us for the arbitration fees we have advanced on your behalf. However, you will not have to reimburse us for any more than the amount that could have been assessed as court costs if the Claim had been resolved by a state court with proper jurisdiction.

Governing Law. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended ("FAA"). If for any reason a court of competent jurisdiction finds that the FAA does not apply, then this Arbitration Agreement will be governed by the Nevada Uniform Arbitration Act, as amended.

Other Arbitration Terms. This Arbitration Agreement is an independent agreement, will survive the closing and repayment of the Loan for which you are applying, and will be binding upon you and your heirs and assigns. If a court of competent jurisdiction finds that one or more provisions of this Arbitration Agreement is unenforceable, such provision or provisions will be deemed to be severed, and the remaining provisions of the Arbitration Agreement will be enforced to the fullest extent allowed by law.

Exceptions to Mediation and Arbitration

In the following situations, neither you nor we will need to submit Claims to mediation or arbitration before taking other actions.

Limited and Small Claims. You and we each have the right to bring a Claim in a small claims or the proper Las Vegas Justice Court, as long as the Claim is within the jurisdictional limits of that court. Neither you nor we will need to submit Claims to mediation or arbitration before doing so. However, neither you nor we may bring any Claims as a representative, private attorney general, member of a class or in any other representative capacity. All Claims that cannot be brought in small claims court or Las Vegas Justice Court (and all appeals from a judgment by a small claims court or limited actions / jurisdiction court) must be resolved consistent with the Mediation Agreement and the Arbitration Agreement appearing above.

Important Notices

BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:

- **YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.**
- **YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.**

• **YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.**

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blanks spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.


5-9-06
By  5-19-06

Customer Signature(s) Date Rapid Cash Representative Date

Notice of Your Financial Privacy Rights

We respect the privacy of our customers and are committed to treating customer information responsibly. This Privacy Notice is for Speedy Cash®, Galt Ventures, Inc., and all their parent and affiliate companies doing business as Speedy Cash®, Rapid Cash and AAA Title Loans. This Notice describes the type of information we collect, how we might disclose that information and the steps we take to protect your information.

A. NON-DISCLOSURE POLICY AND SECURITY.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as 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.

B. CATEGORIES OF INFORMATION WE COLLECT.

We collect nonpublic personal information from the following sources:

Information we receive from you on applications or other forms, such as social security number, banking and credit history and income;

Information about your transactions within the Speedy /Rapid Cash /AAA Title Loan group of companies, or others:

Information we receive from consumer credit reporting agency; and

Information we receive from other nonaffiliated third parties, such as your bank.

C. CATEGORIES OF INFORMATION WE DISCLOSE.

We may disclose all the information we collect, as described above, to our companies and to nonaffiliated third parties in accordance within applicable law.

D. CATEGORIES OF AFFILIATES and THIRD PARTIES TO WHOM WE DISCLOSE.

Affiliates: The Speedy /Rapid Cash /AAA group of companies;

Third Parties: Entities who process or administer a financial transaction requested or authorized by you; Consumer Credit Reporting Agencies to which we permitted under law and banks, credit card companies and other financial service providers with whom you have a contractual relationship and federal, state and local governmental departments that require us to disclose the information or where disclosure concerns fraud, theft or criminal activity; other third parties that are permitted under 16 CFR 313.15.

In the Supreme Court of Nevada

PRINCIPAL INVESTMENTS, INC. d/b/a RAPID)
CASH; GRANITE FINANCIAL SERVICES,)
INC. d/b/a RAPID CASH; FMMR)
INVESTMENTS, INC. d/b/a RAPID CASH;)
PRIME GROUP, INC. d/b/a RAPID CASH; and)
ADVANCE GROUP, INC. d/b/a RAPID CASH,)

Appellants,

vs.

CASSANDRA HARRISON; EUGENE)
VARCADOS CONCEPION QUINTINO; and)
MARY DUNGAN, individually and on)
behalf of all persons similarly situated,)

Respondents.

Electronically Filed
Jan 04 2013 04:12 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable ELIZABETH GONZALEZ, District Judge
District Court Case No. A624982

APPELLANTS' APPENDIX

VOLUME 6

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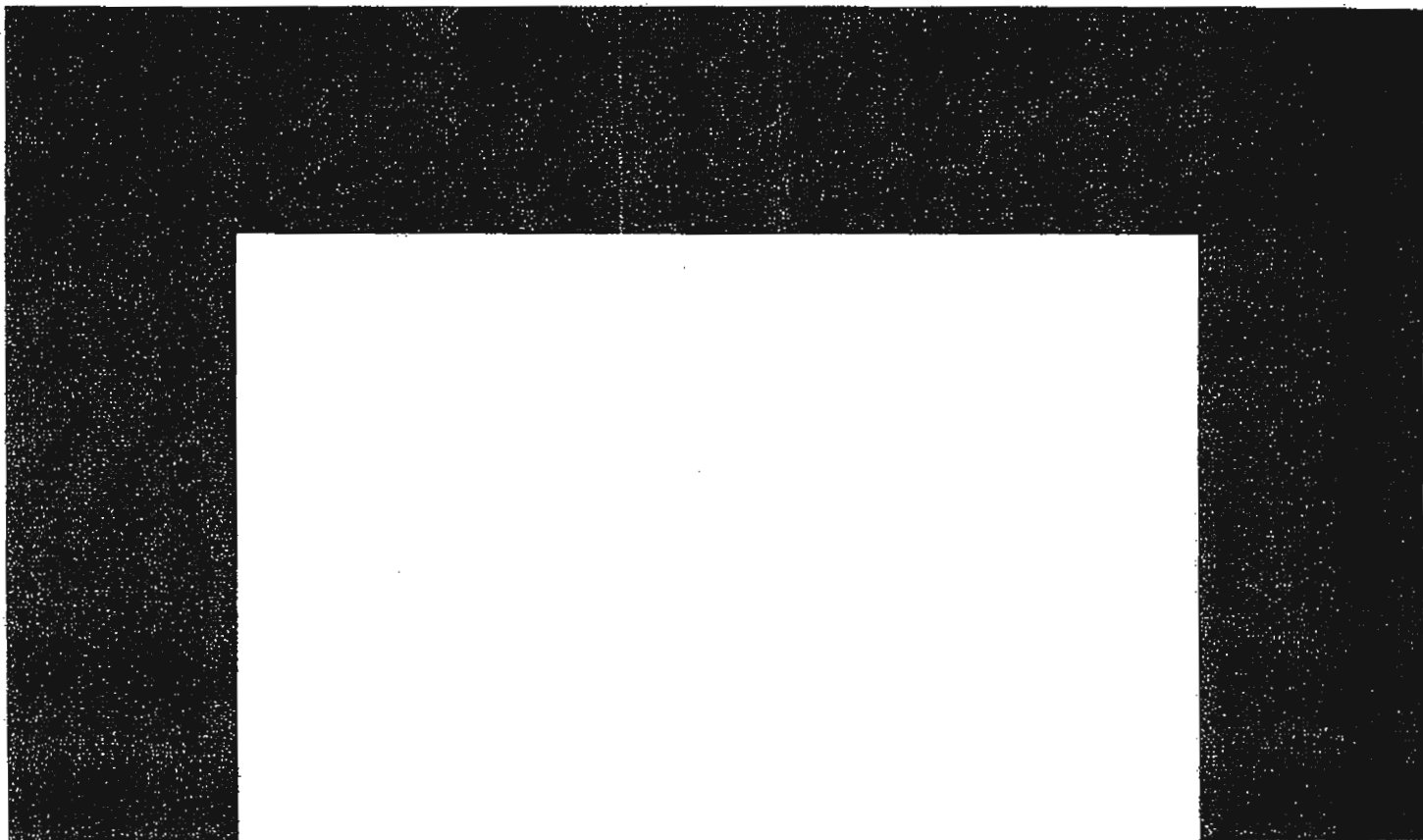
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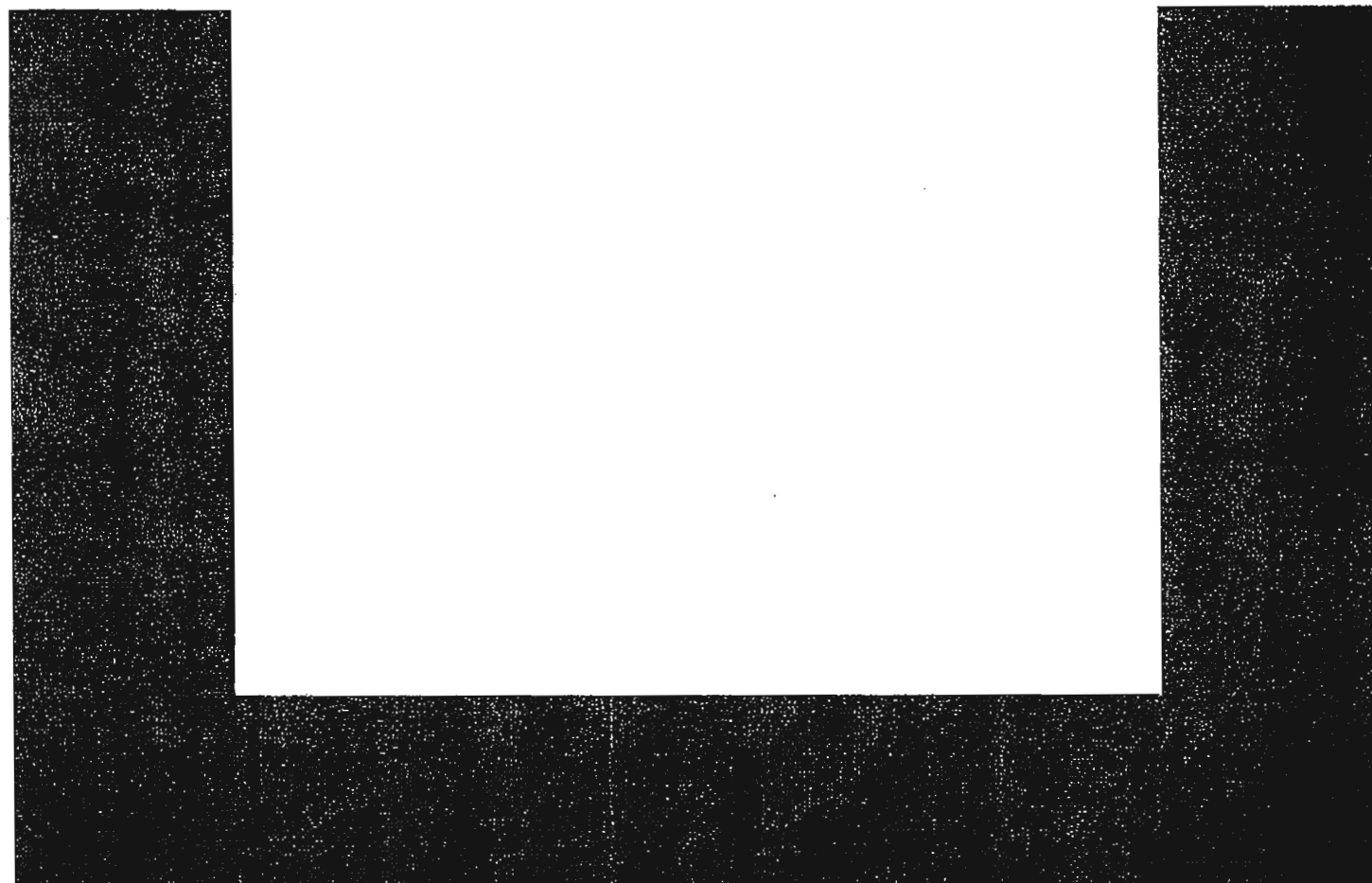
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Alan D. Blum

CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CASANDRA HARRISON, et al.

Plaintiffs

vs.

FMMR INVESTMENTS, INC.,
et al.

Defendants

CASE NO. A-624982

DEPT. NO. XI

**Transcript of
Proceedings**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

**STATUS CHECK
AND HEARING ON MOTION TO DISMISS**

THURSDAY, JULY 12, 2012

APPEARANCES:

FOR THE PLAINTIFFS:

DAN I. WULZ, ESQ.
JENNIFER DORSEY, ESQ.

FOR THE DEFENDANTS:

MARK S. DZARNOSKI, ESQ.
DANIEL F. POLSENBERG, ESQ.

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

RECEIVED

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CLERK OF THE COURT

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1 LAS VEGAS, NEVADA, THURSDAY, JULY 12, 2012, 9:15 A.M.

2 (Court was called to order)

3 THE COURT: Good morning.

4 Is there anyone who's appearing on a matter on a pro
5 bono basis?

6 This should be Harrison versus Rapid Cash.

7 MS. DORSEY: Good morning, Your Honor.

8 THE COURT: Good morning.

9 MS. DORSEY: Jennifer Dorsey and Dan Wulz on behalf
10 of the Class.

11 MR. DZARNOSKI: Your Honor, Mark Dzarnoski on behalf
12 of defendants.

13 MR. POLSENBERG: And Dan Polsenberg, Your Honor.

14 THE COURT: Okay. Before I go to Mr. Polsenberg's
15 motion I'd like to go to Mr. Dzarnoski's status report.

16 Mr. Dzarnoski, did you figure out how to unzip the
17 files?

18 MR. DZARNOSKI: I didn't, but my paralegal staff
19 did, yes.

20 THE COURT: Okay. And?

21 MR. DZARNOSKI: They were done, Bates stamped, and,
22 unless you grant a stay, then I'm prepared to turn them over
23 today.

24 THE COURT: Okay. Mr. Polsenberg, it's your motion.
25 Did you have something, Ms. Dorsey, on that

1 unzipping issue?

2 MS. DORSEY: Just on the issue of whether they get
3 turned over with or without a stay. I believe you ordered
4 them turned over regardless. We've been going through this
5 for months.

6 THE COURT: I think I did. But I'm not there yet.

7 MS. DORSEY: Thank you.

8 MR. POLSENBURG: Right. And --

9 THE COURT: Now Mr. Polsenberg.

10 MR. POLSENBURG: And hopefully I'll remember to get
11 there. Your Honor, this is a motion we've styled as a motion
12 to dismiss, but it's obvious, both from the motion itself and
13 from the conclusion, it's a motion to dismiss, to decertify
14 the Class, and to refer to arbitration. Let me break down --

15 THE COURT: Or transfer to Justice Court,
16 alternatively.

17 MR. POLSENBURG: I suppose so. I hadn't thought
18 about that. I don't know if you can do a transfer from one
19 level to another. I know you can --

20 THE COURT: There's a rule that says you can.

21 MR. POLSENBURG: And that's a good thing.

22 THE COURT: Don't know if it's a good thing to do,
23 but there is a rule.

24 MR. POLSENBURG: I think it is a good thing to do.
25 And I think you know from my papers that I think it's a good

1 thing to do.

2 Here's the way I see these claims. I see them
3 divided into groups. I see the claims here where the
4 plaintiffs are seeking relief from the Justice Court
5 judgments, and then their claims for damages. And you've
6 already seemed to split them along those lines, too, because
7 it's only the claims for relief from the judgments that you
8 have certified as a class. Now, my motion to dismiss
9 obviously --

10 THE COURT: As a declaratory relief action. I
11 certified the injunctive relief and the dec relief.

12 MR. POLSENBERG: Well, not to put too fine a point
13 on it, they both go to the relief from judgment.

14 THE COURT: Sure. That is the prayer, but it's not
15 the mechanism they're seeking.

16 MR. POLSENBERG: And I don't think you have that
17 mechanism. I don't think you have either one of them. Let
18 look -- let's look at their injunctive relief. Are they
19 really seeking an injunction? Are they seeking to compel us
20 to or have us refrain from some form of future action? Are
21 they saying, don't serve by these devices in the future? No,
22 they're not doing that. And if they were, there'd be a
23 completely different case here. I don't know if you could
24 enter such an injunction. I don't know if they have standing
25 to ask for such an injunction, because it wouldn't necessarily

1 be against them. But even assuming that, I'm not sure a whole
2 lot of people would have a whole lot of heartburn if that's
3 what you were asked to do; because I really don't think -- let
4 me say in defense of my client here I really don't think that
5 Rapid Cash is at all involved in or in motivate -- motivated
6 to do this type of service that we have colloquially called
7 sewer service. So if it were really an injunction, it would
8 be geared toward future action.

9 No, what they're seeking is some kind of equitable
10 relief that would undo something in the past. I don't think
11 that's an injunction, and I think the appropriate way to do
12 that is to move for relief from judgment. And I've already
13 pointed out that they have remedies in the Justice Court under
14 60(b). And we do a lot of chatting about 60(b), but they also
15 have 60(c). Let's not forget that. 60(c) says that the
16 Justice Court can grant relief from a judgment when there
17 hasn't been service. None of this hand wringing about what
18 kind of service took place, none of this discovery, proposed
19 discovery as to who decided to do what. If a defendant in a
20 Justice Court collection action comes in and says, I wasn't
21 served, and proves to the judge's satisfaction that he or she
22 wasn't served, 60(c) relief is available. So I don't think
23 they have an injunction.

24 I don't think they have a declaratory relief action,
25 either. Or else any case could be a declaratory relief

1 action. Any -- you know, here's the real problem I have with
2 the way we're proceeding here. They're coming into District
3 Court and asking for relief from a Justice Court judgment, or
4 a series of Justice Court judgments, and they're saying it's
5 equitable relief and declaratory relief. Can I get District
6 Court jurisdiction over a \$250 collection action just by
7 saying there's a legal issue involved and going to District
8 Court? I don't think so. Any claim could be made into a
9 declaratory relief action that way. So I don't think there's
10 injunctive relief. I don't think there's declaratory relief.
11 I think their appropriate remedy is in the Justice Court. I
12 think they have to make a 60 motion, 60(b) or 60(c). Now,
13 they come in and say, well, they could bring an independent
14 action because Rule 60, Justice Court Rule 60, just as the
15 District Court Rule 60 and the federal Rule 60, point out that
16 nothing in this rule is intended to limit a separate action.

17 Well, if you read the right Wright and Miller
18 section on separate actions, those authors point out that, you
19 know, there's a troubled and unclear history as to what that
20 separate action is. Clearly from the cases that they've cited
21 in Nevada the separate action was invoked where you had fraud,
22 whether intrinsic or extrinsic. Now there's no real
23 difference under Rule 60(b). And you're past the 60-month --
24 or six-month time line. I don't like time limits. I tend to
25 make them longer. The six-month time limit --

1 THE COURT: Or ignore them.

2 MR. POLSENBERG: And -- I walked right into that
3 one.

4 MS. DORSEY: Maybe you are going to need that
5 toothbrush.

6 THE COURT: That was last hearing.

7 MR. POLSENBERG: I always bring a toothbrush in this
8 case. If they're past the six-month time line and 60(b)
9 doesn't actually apply, court's have inherent power. But the
10 power has to come from somewhere. And the separate actions to
11 bring -- to get relief from fraud come from the inherent power
12 a court has over its own judgments. I don't dispute that that
13 exists, but I dispute that you have it. Because these aren't
14 your judgments. And when I say "you," I mean the District
15 Court -- Eighth Judicial District Court. These are Justice
16 Court judgments. A separate action could be brought in
17 Justice Court perhaps. I'm not sure under 60(c) we get into
18 all of that, because the only question under 60(c) would be
19 whether they were served. So we're not talking about
20 intrinsic fraud or extrinsic fraud.

21 As I say, the appropriate remedy here, it's kind of
22 like Occam's razor. If you -- if you have all these possible
23 scientific explanations, the simplest one is usually the best.
24 And it's true for the procedure in this case. The simplest
25 procedure, and the Supreme Court has even said the preferred

1 procedure, is to make a motion for relief directly from that
2 judgment.

3 Now, what would be the authority that this Court
4 would have? They raise all kinds of different cases where
5 there's District -- different courts can have jurisdiction
6 over a judgment or a case in another court. But they all have
7 some statutory authority somewhere. Now, let me just mention
8 in passing post-conviction relief in the criminal context.
9 That's obvious. And we have statutes that control that. They
10 cite the KJB case and the G.C. Wallace case and they say,
11 well, look, there's a case where the Supreme Court has said,
12 if you're bringing this kind of action, if the damages are
13 more than \$10,000, you can be in District Court.

14 THE COURT: Because Paul Hejmanowski didn't want to
15 have to do evictions in Justice Court.

16 MR. POLSENBERG: Well, and, you know, there could be
17 -- there could be a good argument that you could make about
18 the separate -- or the individual action rule that you can't
19 have two actions going on at the same time. And if you look
20 at the four options that the Supreme Court gave, it seems like
21 they were looking at that. Now, if I were relying on the
22 individual action case, which I am only in part, I'd say why
23 are we here when we should be in Justice Court on their relief
24 from judgment. But I can make my point even more pointedly by
25 saying look at the KGB case -- KJB case. The borrowers come

1 in and say, look, that was a case that the Supreme Court said
2 had to be in Justice Court because it was less than \$10,000.
3 That's not true. If you read that case carefully, you see
4 that plaintiffs were seeking damages for more than \$10,000.
5 But they still had to be in Justice Court. Later in the G.C.
6 Wallace case the Supreme Court said they could be in District
7 Court on that kind of action. But that's because the
8 legislature had passed a statute in between the two cases that
9 set out that in that type of action if you have damages for
10 more than \$10,000 you can be in the District Court. Where's
11 the statutory authority in this case that would allow a
12 District Court to grant relief from a Justice Court judgment?

13 You know, I'll admit there a lot of cases out there
14 that talk about one court reviewing another court. We see it
15 in the federal versus the state system in the Texaco case.
16 Texaco tried to get relief in the Southern District of New
17 York from a Texas judgment. But they were relying on the All
18 Writs Act, a specific authority. And they were denied relief
19 under that because the court said, no, it didn't have
20 jurisdiction to do that. In the Marshall case, the Anna
21 Nicole Smith case, the U.S. Supreme Court said, yes, the
22 California Bankruptcy Court could have a collateral proceeding
23 on the Texas proceeding. You know, it always seems to be
24 Texas, doesn't it? But that's because Bankruptcy has
25 jurisdiction over those claims. And not just concurrent

1 jurisdiction. Under the supremacy clause they had
2 jurisdiction over those claims.

3 But, you know what, Your Honor, to be honest, it
4 isn't always Texas. I've been in many cases -- well, more
5 than a few where clients have come to me and tried to find
6 some way to have collateral attack on a Nevada State District
7 Court proceeding, sometimes in the District of Nevada,
8 sometimes in the Southern District of New York, because they
9 don't like the way things are going. Or, more particularly,
10 because they can't get a stay.

11 Now, all those cases we considered it. We never did
12 it, because I don't think it's appropriate to have that kind
13 of collateral attack. And I don't think it's appropriate to
14 have this kind of collateral attack. I think their remedy for
15 these claims is in the -- is in the Justice Court. This Court
16 -- the only authority this Court has regarding relief from a
17 judgment entered in Justice Court is its appellate
18 jurisdiction. And to invoke that they would have to first go
19 to the Justice Court, seek relief, and then one of us would
20 come here to seek review. But if they're allowed to do this,
21 if I have a default judgment entered in the Eighth District
22 and I don't like chances there, I can file a declaratory
23 relief action in the Second District or in Elko. Or, the way
24 they're doing it, since you're the appellate court in this
25 system, I could go to the Supreme Court. But all that's

1 inappropriate. The appropriate remedy here is in the Justice
2 Court on the claims for relief from judgment. So --

3 THE COURT: So, Mr. Polsenberg, I just want to
4 understand what your client's position is. Your client's
5 position is that on each of the cases where there has been
6 alleged to be inappropriate service, and admittedly there's
7 over 10,000 of those cases --

8 MR. POLSENBERG: Well, I think there's fewer than
9 500 now.

10 THE COURT: There's over 10,000 cases that are at
11 issue.

12 -- that in each of those cases your position is that
13 the plaintiffs in those cases must each come forward in the
14 Justice Court to bring the issue of what's been characterized
15 as sewer service to the attention of the individual JPs
16 sitting on those cases.

17 MR. POLSENBERG: Well, of course.

18 THE COURT: Okay.

19 MR. POLSENBERG: Because it's a collection action.
20 I mean, what if there were a -- what if there were a common
21 issue going on in District Court actions? Would we have a
22 collective review, a joinder? Perhaps so.

23 THE COURT: We'd probably have a coordination of the
24 cases --

25 MR. POLSENBERG: Yeah.

1 THE COURT: -- an oversight by one judge that
2 judicial economy would be best served.

3 MR. POLSENBERG: Right. And couldn't Justice Court
4 do that, as well?

5 THE COURT: I don't think they have the same rules
6 that we do on consolidation and coordination.

7 MR. POLSENBERG: You know, I'm looking at Rule 60,
8 and 60 is --

9 THE COURT: I'm looking at Rule 2 point something in
10 the Eighth Judicial Court rules, which are very different than
11 the Justice Court rules.

12 MR. POLSENBERG: But it is also -- and to the point
13 I made earlier when you asked me that question two hearings
14 ago and I gave you a short answer and a long answer -- and my
15 short answer is the same, yeah, of course the jurisdiction for
16 this is in the -- is in the Justice Court. My longer answer
17 is, you know, a lot of people aren't going to contest it,
18 because we've sued them for \$250 in a hypothetical and they
19 know they owe the \$250 and they're not going to bother to set
20 aside the judgment when they know that they owe the money.
21 And they're not really interested in incurring legal fees and
22 prolonging the action. So I -- that's my argument for
23 dismissing --

24 THE COURT: Regardless of whether they were served.

25 MR. POLSENBERG: They could make that -- yeah, they

1 could make --

2 THE COURT: Okay.

3 MR. POLSENBERG: -- that determination once they're
4 on notice that there's a judgment against them, just as if --
5 you know, the cases in Nevada and elsewhere are under Rule 55
6 if I'm a defendant you serve me -- in this hypothetical you
7 serve me, I see the claim against me, I say, well, I don't
8 really have a defense. And there's a specific prayer for
9 relief for specific amount of money.

10 THE COURT: That's why you can't amend after
11 service. Because if you amend after service, they would have
12 had another chance to evaluate whether to appear.

13 MR. POLSENBERG: Very good point. Same way, if I'm
14 served with a judgment and it says I owe \$250, I could go in
15 and say, wait, I was never served. And if I go in and say I
16 was never served and the judge believes me and sets aside the
17 default and the judgment, then we can litigate it. If I get
18 it and say, well, I do owe the \$250, what's -- same analysis.
19 I'm not going to bother to fight over it. But you're
20 effectively taking that analysis out of the hands of each one
21 of the Justice Court defendants and coming in and sweepingly
22 doing something in another level. Now, whether sweepingly is
23 a bad thing or not, I'm worried about the wrong level. And I
24 think this should be done in the Justice Court. For that
25 reason I think you should decertify the Class that only goes

1 to relief from the judgments, you should dismiss those claims,
2 and the claims you have against you are only for damages. And
3 in those circumstances I think -- because when you denied us
4 arbitration, you said there was a waiver issue here by us
5 having filed collection actions in the -- Justice Court. And
6 if you separate those two claims and any issues that can and
7 should be raised in the Justice Court can be raised in the
8 Justice Court and don't have to go to arbitration, the only
9 thing you have left are the damages claims. And those should
10 go to arbitration. And because of that analysis, yes, I think
11 you only have the damages claims of the named plaintiffs in
12 front of you and you should compel that to arbitration. Thank
13 you, Your Honor.

14 THE COURT: Thank you.

15 Ms. Dorsey.

16 MS. DORSEY: Thank you, Your Honor. I think what
17 this boils down to is Mr. Polsenberg's belief that we should
18 have filed Rule 60 motions instead of filing independent
19 action in equity. Although I generally respect Mr.
20 Polsenberg's opinions on legal matters, I don't believe that
21 this one is legally supportable. And that is because the
22 Nevada Supreme Court has repeatedly said that there are two
23 ways to go about this. In Benedetti it said, Rule 60
24 contemplates two distinct procedures for obtaining relief from
25 final judgment, by motion and by independent action. And an

1 independent action is considered to be a new civil action, not
2 a motion under Rule 60(b).

3 We had two ways to do this. And unfortunately for
4 Rapid Cash, Mr. Polsenberg was not the one who got to decide
5 which way these plaintiffs were going to go about that. Even
6 in the Savage case which Mr. Polsenberg's clients rely in
7 their brief -- I'm sorry. Let me try that again. In the --
8 it wasn't Savage. The Garner case which says that the
9 preferred method is Rule 60(b) motion, but it only says that
10 after commenting and recognizing that it made no difference
11 that the plaintiff there proceeded by motion instead of filing
12 an independent action because the Nevada Supreme Court has
13 already interpreted Rule 60 savings clause to permit a party
14 to do it either way. So we had the option. The Nevada
15 Supreme Court authority makes it very clear that we could have
16 done it under either method.

17 And then if you look at the Savage case, that talks
18 about extrinsic fraud. And that is one of the unique
19 characteristics of this case, the sweeping level of fraud that
20 we have here on the Court. Not merely fraud on these
21 plaintiffs, but fraud on the court, as well. And the Savage
22 case supports the notion that when you have extrinsic fraud
23 like this you can bring an independent action in equity.

24 And then you go to the next step which is, so what
25 does that mean from a jurisdictional standpoint. Well, from a

1 jurisdictional standpoint the Justice Courts are limited --
2 are courts of limited jurisdiction. And it's limited by
3 NRS 4.370, and it details what is within the Court's
4 jurisdiction and then everything that falls outside of that is
5 within this Court's jurisdiction, and equitable claims, such
6 as an action in equity, which fall outside of NRS 4.370 and
7 therefore in the jurisdiction of the District Court.

8 And then the next step is that you apply the rule
9 for supplemental jurisdiction under the Paris Gondolo
10 [phonetic], case which basically says that if this Court has
11 jurisdiction in some way under the equitable claims, which
12 this clearly is, then this Court has supplemental jurisdiction
13 over all claims and can continue to adjudicate all aspects of
14 the case. And so that is why we believe that the authority is
15 very clear on this point.

16 Mr. Polsenberg says, where's the statutory authority
17 in this case to give this Court jurisdiction? And the answer
18 really is simple, and it's NRS 4.370, which essentially
19 excludes equitable claims from the Justice Court's
20 jurisdiction. This is clearly a claim in equity. It is --
21 it's been pled that way, the Nevada Supreme Court authority
22 supports it. And we think that this is a simple matter and
23 that this Court should retain the jurisdiction over this case.

24 THE COURT: Thank you.

25 Mr. Polsenberg, anything else?

1 MR. POLSENBERG: Very briefly. Counsel mentioned
2 savings clause under Rule 60. And that is what the separate
3 action rule is, is a savings clause. If you've got grounds
4 for relief under Rule 60 and you're barred by the six-month
5 time period, there are exceptions that -- they are saved by
6 this clause that you can bring an existing separate action.
7 Because the common law did recognize claims, actions to get
8 relief from judgment based on fraud.

9 But, first of all, the intrinsic fraud/extrinsic
10 fraud distinction is covered under 60(b). It says, you now --
11 it doesn't matter whether you have an intrinsic or extrinsic
12 fraud. I'm not arguing they're barred by the six-month time
13 limit. And indeed, as I have pointed out, Rule 60 doesn't
14 require anything else for them to get relief from judgment
15 other than showing they weren't served. Doesn't matter the
16 means that they weren't served. If they weren't served, the
17 judgment is voidable. And they have to -- they have to come
18 in and ask for that. So I think it's that simple, Your Honor.
19 I don't think this Court has jurisdiction over the relief from
20 judgment clause.

21 THE COURT: Thank you.

22 Since the portions of the action that I have
23 certified as a class related to equitable relief that is being
24 sought to prevent the execution upon the judgments based upon
25 the inappropriate and fraudulent alleged actions of the

1 defendant, the motion is denied.

2 MR. POLSENBERG: Thank you, Your Honor. One of the
3 things we reserved for today was the idea of a stay after
4 today.

5 THE COURT: Uh-huh.

6 MR. POLSENBERG: It would allow a stay up till now.
7 We have on appeal the issues of arbitration.

8 THE COURT: You do.

9 MR. POLSENBERG: We've already argued to you, and
10 the Court disagrees with my position. I think Micon is right
11 on point and it allows us a stay. And so I think we should
12 have a stay of everything from this point forward.

13 THE COURT: Okay. Anything else?

14 MR. POLSENBERG: I am anticipating that you're going
15 to carve down my position and I'll have to say something else.
16 But at this point, no.

17 THE COURT: I'm not even asking for the third jury
18 instruction.

19 MR. POLSENBERG: I go right to the third jury
20 instruction with you.

21 THE COURT: Mr. Dzarnoski, how long is it going to
22 take us to get the information from the administrator
23 produced?

24 MR. DZARNOSKI: The administrator is done with their
25 job, and here are the postcards.

1 THE COURT: Okay. So can you produce it right now?

2 MR. DZARNOSKI: I could if there -- if you don't
3 grant a stay.

4 THE COURT: But could you hand it to Ms. Dorsey
5 right now?

6 MR. POLSENBERG: But, Your Honor, I'm asking for a
7 stay of that.

8 THE COURT: I know. I'm denying that. So can you
9 hand that --

10 MR. POLSENBERG: Then I'm -- then I need to go --
11 under NRAP 8 I need to go to the Supreme Court and ask for a
12 stay.

13 THE COURT: Okay. Because I was going to grant your
14 stay after he handed it to Ms. Dorsey.

15 MR. POLSENBERG: So the only issue we have is this.

16 THE COURT: Yes, that CD that's in his hand of all
17 the notices from the administrator.

18 MR. POLSENBERG: Well, Your Honor, would you give me
19 the time to ask the Supreme Court for a stay?

20 THE COURT: Of course, Mr. Polsenberg. I always am
21 going to give you the chance to ask the Nevada Supreme Court
22 for a stay. My motion -- or your request for a stay is
23 denied. I would like the information from the administrator
24 transferred prior to me considering a renewed application of
25 the stay. And if Mr. Dzarnoski would hand it to Ms. Dorsey

1 right now, like he has in his hand, I would probably grant
2 your stay.

3 MR. POLSENBERG: But --

4 THE COURT: But you've said you don't want to do
5 that. Which is fine.

6 MR. POLSENBERG: Right.

7 THE COURT: So now you get to go to the Nevada
8 Supreme Court and ask them.

9 MS. DORSEY: Am I unclear on something? This isn't
10 their information, this is the information from Rust
11 Consulting, the independent --

12 THE COURT: Correct.

13 MS. DORSEY: -- administrator of the Class action
14 notices.

15 THE COURT: Which is why if that had been handed to
16 you I would be in a different position than I am right now.

17 Anything else?

18 MR. POLSENBERG: May we have a week to petition the
19 court first for a stay?

20 THE COURT: You can have --

21 MR. POLSENBERG: I imagine the only issue --

22 THE COURT: You can have as much time as you want,
23 but I'm not granting a stay. So I'm not even granting a
24 temporary stay. So you can petition and ask the Supreme Court
25 all you want and do whatever you're going to do. And if that

1 doesn't get handed over, I'll probably get a motion that says,
2 have Polsenberg bring his toothbrush again.

3 MR. POLSENBERG: I had it here a moment ago.

4 MS. DORSEY: I don't think you want to use that one
5 Dan. That looks like it's been --

6 MR. POLSENBERG: I've been cleaning --

7 THE COURT: It's been in the briefcase a long time,
8 I think.

9 (Pause in the proceedings)

10 MS. DORSEY: I will file a motion today.

11 THE COURT: I wanted to get the Class notice
12 completed. And then after the Class notice was completed I
13 said would be happy to consider their application for a stay.
14 Part of the procedure --

15 MR. POLSENBERG: Your Honor, you want to trail this?

16 THE COURT: Yes, I'd be happy to trail this.

17 MR. POLSENBERG: Thank you, Your Honor.

18 (Court recessed at 9:41 a.m., until 10:05 a.m.)

19 THE COURT: All right. I see that Harrison versus
20 Rapid Cash came back. If you would be very brief, I would be
21 happy to speak to you again.

22 MR. POLSENBERG: Thank you, Your Honor. Dan
23 Polsenberg for Rapid Cash.

24 My basic position is that while we're up on appeal
25 on the arbitration there should be a stay in effect. Two

1 times ago I argued that we should have a stay, and I asked the
2 Court to allow me to ask the Supreme Court for a stay. The
3 Court said that it wanted to go forward with a compilation by
4 Rust of the information and the cards. At the last hearing,
5 the one to throw me in jail, I made clear that I was
6 acquiescent --

7 THE COURT: For the record, I didn't throw you in
8 jail.

9 MS. DORSEY: Nor did we ask that he be thrown in
10 jail at that hearing.

11 MR. POLSENBERG: All right. So we all agree that I
12 don't get thrown in jail. But let's agree on another point.

13 At the last hearing I made clear that I didn't go to
14 the Supreme Court because I was acquiescing only on the point
15 that we had discussed at the hearing two times ago --

16 THE COURT: Right.

17 MR. POLSENBERG: -- that it would be judicial waste
18 to stop the compilation of this information.

19 THE COURT: In midstream of the notice to the Class
20 members.

21 MR. POLSENBERG: Right.

22 THE COURT: Yeah. No, I understand.

23 MR. POLSENBERG: But I don't think that there should
24 be an exchange of the information. I don't think there should
25 be a disclosure of the information. While it would have waste

1 to pull the plug halfway through and, if we were wrong, have
2 to do it all over again in the future, I allowed the
3 information to be compiled. That was it.

4 THE COURT: And unzipped.

5 MR. POLSENBERG: I'm not sure what that means. So
6 the -- so my basic position here is we should have a stay now
7 of everything. While before, two hearings ago, I said a stay
8 of exchanges, now that the information is compiled, I think we
9 should have a stay of the exchanges and not have anything else
10 in the District Court.

11 Now, since the Court knows that I always have a
12 backup position and the third jury instruction, my compromise
13 position is that if they will agree to no contact, we will
14 supply the information. But I don't think there's any need
15 for contact. The case is up there on the arbitration appeal.
16 The only reason that there would be contact would be to
17 advance the District Court case. They're -- you know, I'm not
18 even sure why we would need contact if the Class action were
19 to continue when the focus of the Class action would be on
20 relief from the judgments. And if the people were to
21 disappear -- if they were to advance that they'd need to have
22 contact so they need to know where the people are, if the
23 people disappear, obviously we're not going to be able to
24 execute on them. So the purpose of the -- of the proceeding
25 wouldn't be destroyed by allowing the stay. Thank you, Your

1 Honor.

2 THE COURT: Ms. Dorsey.

3 MS. DORSEY: This is about the fifth or sixth time
4 we've said, where are the postcards, where are the postcards;
5 they're on their way, they're on their way. The order that
6 this Court -- that Rapid Cash's counsel drafted and that this
7 Court signed on May 22nd said that, "During the temporary stay
8 Class counsel shall be provided with a copy of all postcards
9 or other responses returned to Rust upon the close of the
10 prescribed postcard return period." That period ended. We
11 were supposed to be provided with these. You have --

12 THE COURT: They've been unzipped now.

13 MS. DORSEY: They've been unzipped. They have --
14 you've ordered that this occur. And I'm asking that you
15 enforce your previous, already-entered order that they
16 drafted, and order that they provide this to us without
17 limitations. These are our clients. This information is held
18 by -- was held by the administrator of the Class notice, which
19 is supposed to be an independent party. And the fact that
20 they have it in their possession and that Rust didn't directly
21 turn it over to us I'm confused about.

22 I suppose another way to do this is that we could
23 try to find a way to order Rust to provide it directly to
24 Class counsel. But since it's unzipped and in Mr. Dzarnoski's
25 hand right now, I would ask that this Court enforce the order

1 that has already been entered and order them to turn it over
2 without limitations to us right now.

3 MR. POLSENBERG: They're --

4 THE COURT: Before I enter any stay. Okay.

5 Anything else, Mr. Polsenberg?

6 MR. POLSENBERG: Your Honor, their only argument is
7 that there are words in the order that we never discussed at
8 any hearing. I'm --

9 THE COURT: That's not true. I've talked about them
10 at hearings repeatedly.

11 MR. POLSENBERG: Your Honor, I have asked --

12 THE COURT: You may not have been here.

13 MR. POLSENBERG: I was at the last two hearings.

14 THE COURT: No, this would have been before. This
15 is in May.

16 MR. POLSENBERG: The -- the two hearings ago was on
17 the stay. The one before was to throw me in jail because I
18 violated the stay.

19 THE COURT: And then the one before was, how are we
20 doing on the Class notices.

21 MR. POLSENBERG: I understand that. But what I'm
22 talking about here is the stay. I have -- they're saying that
23 I have somewhere acquiesced because the wording in the order
24 is that we would turn these over. I have always made clear
25 that my position is that the stay is that they shouldn't be

1 receiving this information.

2 THE COURT: Okay.

3 MS. DORSEY: And I'm not saying that they've
4 acquiesced by the language in the order they drafted. Thank
5 you.

6 THE COURT: The motion for stay is denied. My main
7 concern is that the CD that Mr. Dzarnoski has successfully
8 been able to unzip the files on and which are now able to be
9 viewed by somebody be exchanged. If that's exchanged, I'm
10 happy to reconsider your motion for stay.

11 MR. POLSENBURG: Well, let me break down what your
12 ruling is. You're giving me a stay on --

13 THE COURT: I didn't give you a stay, Mr.
14 Polsenberg. I denied your motion for stay.

15 MR. POLSENBURG: Entirely. Because?

16 THE COURT: He's got a CD in his hands. I'd like to
17 see the CD go to Ms. Dorsey.

18 MR. POLSENBURG: May we have a no contact provision,
19 Your Honor?

20 MR. DZARNOSKI: In the stay?

21 THE COURT: I don't see any reason at all that
22 people who've been contacted for Class purposes and have
23 responded to Class purposes can't talk to Class counsel. I
24 don't see any reason to avoid that communication. Now, if
25 you're saying they can't do any additional depositions, they

1 can't do any interrogatories, absolutely, that would be the
2 stay they were asking for. They originally wanted to do
3 discovery while you had the stay. And I said, yeah, I don't
4 think so.

5 MR. POLSENBERG: Even I got that point.

6 THE COURT: Okay.

7 MR. POLSENBERG: Your Honor, may I have time before
8 we have to comply with your order to seek review of -- by the
9 Supreme Court of the stay issue?

10 THE COURT: Mr. Polsenberg, you're always able to go
11 ask the Supreme Court and under NRAP 8 if they want to stay
12 something.

13 MR. POLSENBERG: I need --

14 THE COURT: You're asking me, Judge, can you not
15 hold me in contempt for not --

16 MR. POLSENBERG: That's what I'm asking.

17 THE COURT: -- making Mr. Dzarnoski hand the CD over
18 now. And there's no motion for contempt pending in front of
19 me right now.

20 MR. POLSENBERG: Yeah, but there will be, Judge.

21 But I --

22 THE COURT: Yes, there will.

23 MR. POLSENBERG: This is the only case I've had to
24 bring a toothbrush to court. In thirty --

25 THE COURT: You used to take a toothbrush to

1 Bonaventure's department all the time.

2 MS. DORSEY: And, Your Honor --

3 MR. POLSENBERG: Actually, Your Honor, I think it
4 was Judge White I used to bring the toothbrush.

5 THE COURT: Okay.

6 MR. POLSENBERG: But that was -- as I pointed out to
7 Ms. Dorsey in the hallway, that was to lend Mr. Lefever when
8 he was going to be held in contempt.

9 MR. DZARNOSKI: If I hand this over now, will you
10 allow me to speak to consider whether to issue a no-contact
11 order?

12 THE COURT: Sure.

13 MR. DZARNOSKI: And this is against my better
14 judgment.

15 THE COURT: The record will reflect that Mr.
16 Dzarnoski has handed the CD of unzipped files to Ms Dorsey.

17 Okay. Now, Mr. Dzarnoski, what do you want to say?

18 MR. DZARNOSKI: Your Honor, the whole point of the
19 appeal that we have is that if we get -- if the Supreme Court
20 does reverse, they're not their attorneys. The only reason
21 they want to contact them is they're saying, well, we're their
22 attorneys. And that's the issue that is going up on appeal.
23 There is no purpose whatsoever that they should advance this
24 litigation by communicating with the people who are on that
25 disk during the time of the stay. If for some reason that

1 this Court feels that these people ought to get a status
2 report or something, then I'm more than happy to sit here and
3 come back in front of the Court and get an approved notice
4 going out to them where both parties have said something. But
5 there is no reason other -- there is no legitimate legal
6 reason for these people to contact these people when the issue
7 is whether or not they're the attorney.

8 THE COURT: And by "these people" you mean counsel?

9 MR. DZARNOSKI: Counsel, yes.

10 THE COURT: Respect.

11 MR. DZARNOSKI: I'm sorry.

12 THE COURT: Higher level. Business Court.

13 MR. DZARNOSKI: I'm sorry.

14 THE COURT: Try to be nice.

15 MR. DZARNOSKI: I mean, I -- "these people," I've
16 never thought was pejorative but --

17 THE COURT: All right.

18 MR. DZARNOSKI: It wasn't meant to be.

19 THE COURT: Mr. Polsenberg, do you want to renew
20 your motion for stay now?

21 MR. POLSENBERG: The way he said it.

22 THE COURT: Okay.

23 MS. DORSEY: Can I respond?

24 THE COURT: You may. I was just waiting for an
25 actual motion orally. But we'll assume that Mr. Polsenberg

1 made such a motion. Okay. Ms. Dorsey.

2 MS. DORSEY: This Court certified a Class and
3 appointed us as Class counsel. We are Class counsel, and
4 these are our clients. And we have the ability and the
5 equitable to communicate with our clients. And until that
6 gets reversed, unless and until that gets reversed, we remain
7 Class counsel in this case. And the problem with the argument
8 is that the insinuation there is that we people, Class
9 counsel, who are officers of this court are going to do some
10 type of improper communication with our clients. That's the
11 insinuation here. That is not going to happen. I resent the
12 insinuation. And there's simply no legal or factual basis to
13 limit the type of contact we may have with our clients as
14 Class counsel. I -- this seems unprecedented to me that Class
15 counsel would be prohibited from contacting their own clients
16 simply because the information about the specific addresses
17 and phone numbers for these people was in the possession of
18 the defendants.

19 THE COURT: Anything else, Mr. Polsenberg?

20 MR. POLSENBERG: Your Honor, I've seen federal cases
21 where contact by Class counsel with non-named plaintiff
22 members of the Class has been supervised by the court. So I
23 would at least ask that.

24 Secondly, I would have to agree with Mr. Dzarnoski
25 that, I mean, there's more than one way that this Class is

1 going to be decertified. First, we have the appeal going on
2 now about the arbitration. Just based on our multiple motions
3 to decertify, if we didn't prevail on the arbitration appeal,
4 we'd have a writ petition on the Class case. The idea that
5 they're allowed to have unfettered contact with Class members
6 in a Class that I expect will be decertified simply seems to
7 be a way to gather plaintiffs for a joinder action.

8 THE COURT: Okay. The request for a stay is
9 granted. But there is a denial of the request for a no-
10 contact order with Class members by Class counsel.

11 Is there anything else?

12 MR. DZARNOSKI: No.

13 MR. POLSENBERG: No. Thank you.

14 THE COURT: How long do you think before the Nevada
15 Supreme Court's going to do something? [inaudible].

16 MR. POLSENBERG: By "do something," decide the case?

17 THE COURT: Well, yesterday on -- or Tuesday, yeah,
18 Tuesday on calculating a stay I used two and a half years. Is
19 two and a half years about the number we're currently
20 operating under with the Nevada Supreme Court given their
21 current case load?

22 MS. DORSEY: Well, we've been pending for a while,
23 haven't we?

24 MR. POLSENBERG: We had the stay -- excuse me. We
25 had the briefing stayed right now while they consider the

1 motions to consolidate, and in other procedural and
2 jurisdictional issues.

3 THE COURT: Have you guys been to your settlement
4 conference with the Supreme Court yet?

5 MR. POLSENBERG: Yeah.

6 THE COURT: How fun was that?

7 MR. POLSENBERG: You know, off the record, which is
8 a funny thing to say in court --

9 THE COURT: We don't have an off the record here.

10 MR. POLSENBERG: I know. I thought we were going to
11 settle.

12 THE COURT: Okay. All right.

13 MR. POLSENBERG: And I think they thought we were
14 going to settle.

15 THE COURT: All right.

16 MS. DORSEY: We're getting pretty close.

17 THE COURT: I'm going to set a status check on my
18 chambers calendar in six months. All I'm going to do at that
19 time is to see if you've done anything in this case. If I get
20 inquiries, because sometimes we get inquiries from Class
21 members, I'm going to direct those inquiries to Class counsel.

22 MR. POLSENBERG: Thank you, Your Honor.

23 THE COURT: And Dan will make whatever note he
24 thinks is appropriate so if anybody ever asks him who he sent
25 to Class counsel I'll try and remember.

1 MR. DZARNOSKI: Thank you.

2 THE COURT: Okay.

3 MR. POLSENBERG: Thank you very much, Your Honor.

4 MS. DORSEY: Thank you, Your Honor.

5 THE COURT: Anything else?

6 THE CLERK: That date is January the 11th, Your
7 Honor.

8 THE COURT: That's on my chambers calendar. Nobody
9 needs to appear. You can file a status report if you want to,
10 but you don't have to.

11 MR. POLSENBERG: Yeah. And the asbestos cases Judge
12 Herndon was doing every six months, and he's been doing that
13 about five times now.

14 THE COURT: Yeah, I know. I've got others that I've
15 got the same problem on. Have a nice day.

16 MR. POLSENBERG: Very good. Thank you, Your Honor.

17 MR. DZARNOSKI: Thank you, Your Honor.

18 THE PROCEEDINGS CONCLUDED AT 10:18 A.M.

19 * * * * *

20

21

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23

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CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

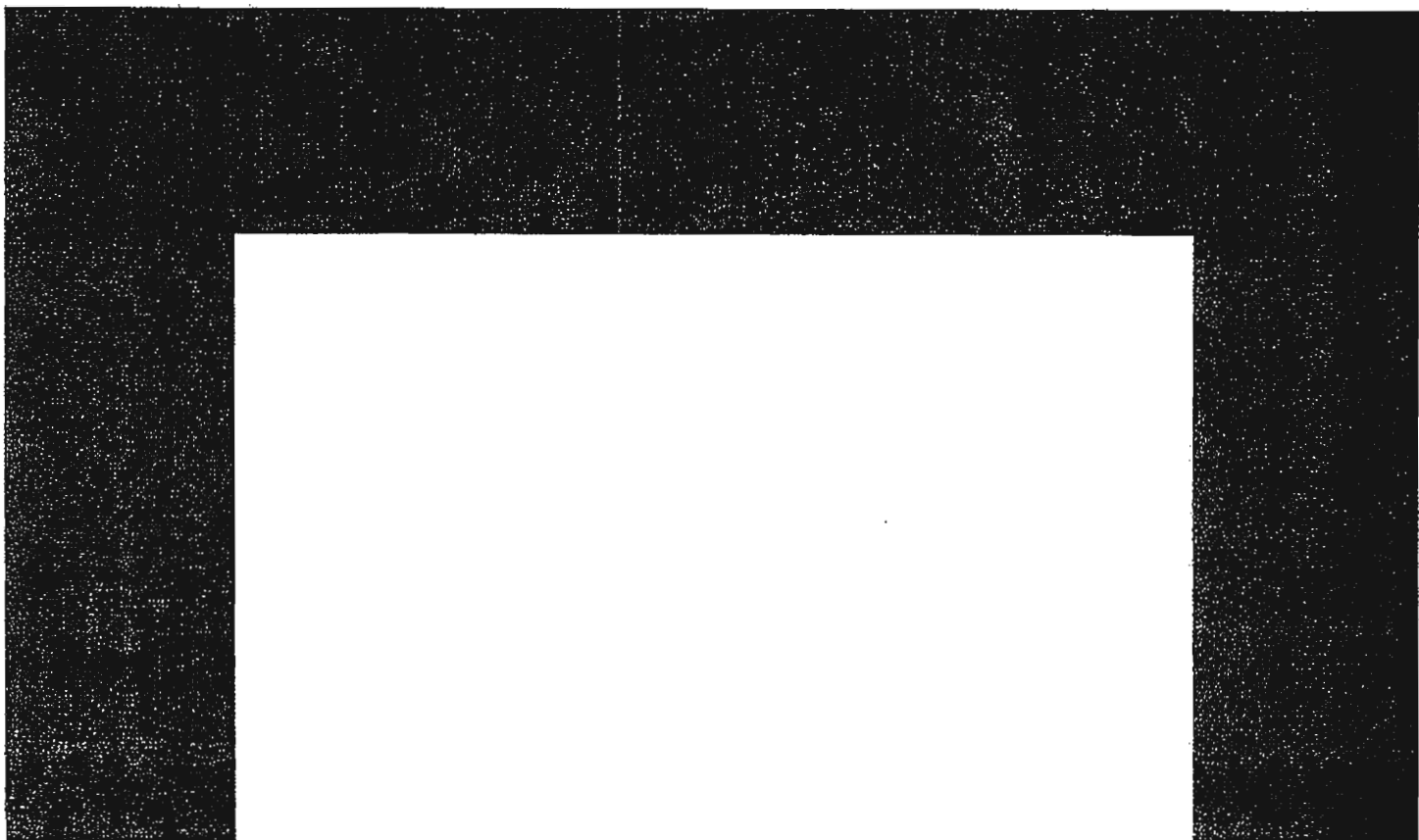
I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

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Las Vegas, Nevada 89146

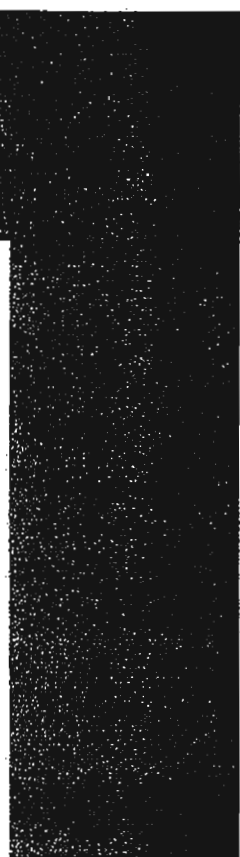
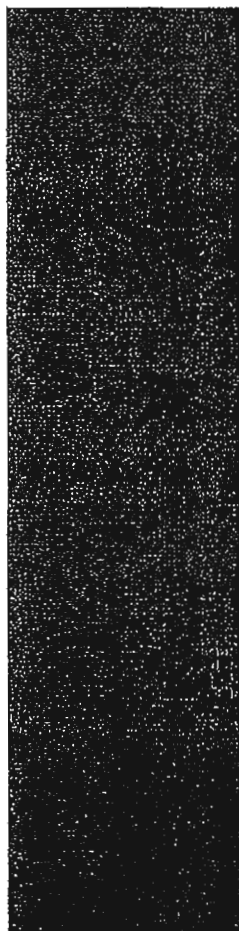
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FLORENCE HOYT, TRANSCRIBER

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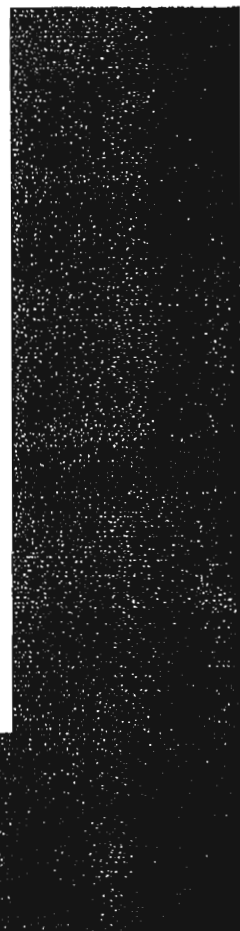
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16 *d/b/a Rapid Cash; FMMR Investments,*
17 *Inc. d/b/a Rapid Cash; Prime Group,*
18 *Inc. d/b/a Rapid Cash; Advance*
19 *Group, Inc. d/b/a Rapid Cash*

20 DISTRICT COURT

21 CLARK COUNTY, NEVADA

22 CASANDRA HARRISON; EUGENE VARCADOS;
23 CONCEPCION QUINTINO; and MARY
24 DUNGAN, individually and on behalf of all
25 persons similarly situated,

26 Plaintiffs,

27 vs.

28 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
CASH; GRANITE FINANCIAL SERVICES, INC.,
d/b/a RAPID CASH; FMMR INVESTMENTS,
INC. d/b/a RAPID CASH; PRIME GROUP, INC.
d/b/a RAPID CASH; ADVANCE GROUP, INC.
d/b/a RAPID CASH; MAURICE CARROLL,
individually and d/b/a ON SCENE
MEDIATIONS; VILISIA COLEMAN, and Does
1 through X, inclusive,

Defendants.

Case No. A624982

Dept. No. XI

NOTICE OF ENTRY OF ORDER

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DATED this 20th day of July 2012.

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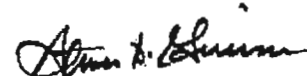
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CLERK OF THE COURT

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DISTRICT COURT

15

CLARK COUNTY, NEVADA

16

17 CASANDRA HARRISON; EUGENE VARCADOS;
18 CONCEPCION QUINTINO; and MARY
19 DUNGAN, individually and on behalf of all
20 persons similarly situated,

Case No. A624982

Dept. No. XI

21

Plaintiffs,

22

vs.

23

24 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
25 CASH; GRANITE FINANCIAL SERVICES, INC.,
26 d/b/a RAPID CASH; FMMR INVESTMENTS,
27 INC. d/b/a RAPID CASH; PRIME GROUP, INC.
28 d/b/a RAPID CASH; ADVANCE GROUP, INC.
d/b/a RAPID CASH; MAURICE CARROLL,
individually and d/b/a ON SCENE
MEDIATIONS; VILISIA COLEMAN, and Does
1 through X, inclusive,

29

Defendants.

30

31

**ORDER (1) DENYING DISMISSAL, DECERTIFICATION
AND ARBITRATION AND (2) GRANTING STAY PENDING APPEAL**

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1. The Court DENIES the Rapid Cash Defendants' "Motion to Dismiss
Claims Seeking Relief From Justice Court Judgments," which requested that the Court
dismiss claims, decertify the class, and compel arbitration.

2. The Court GRANTS a stay of all proceedings in this Court pending conclusion of the appeals in this matter currently pending in the Nevada Supreme Court.

DATED this 19th day of July, 2012.

By 
DISTRICT COURT JUDGE

Respectfully submitted by:

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By: 

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Approved as to form and content:

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By: 

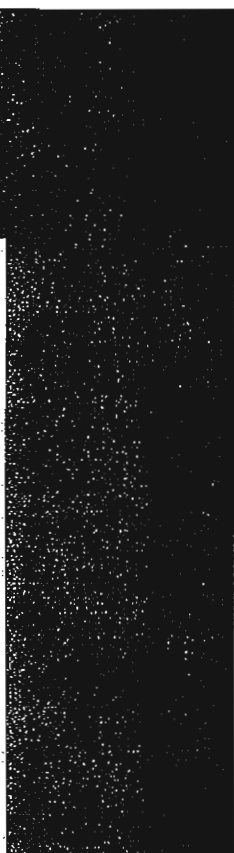
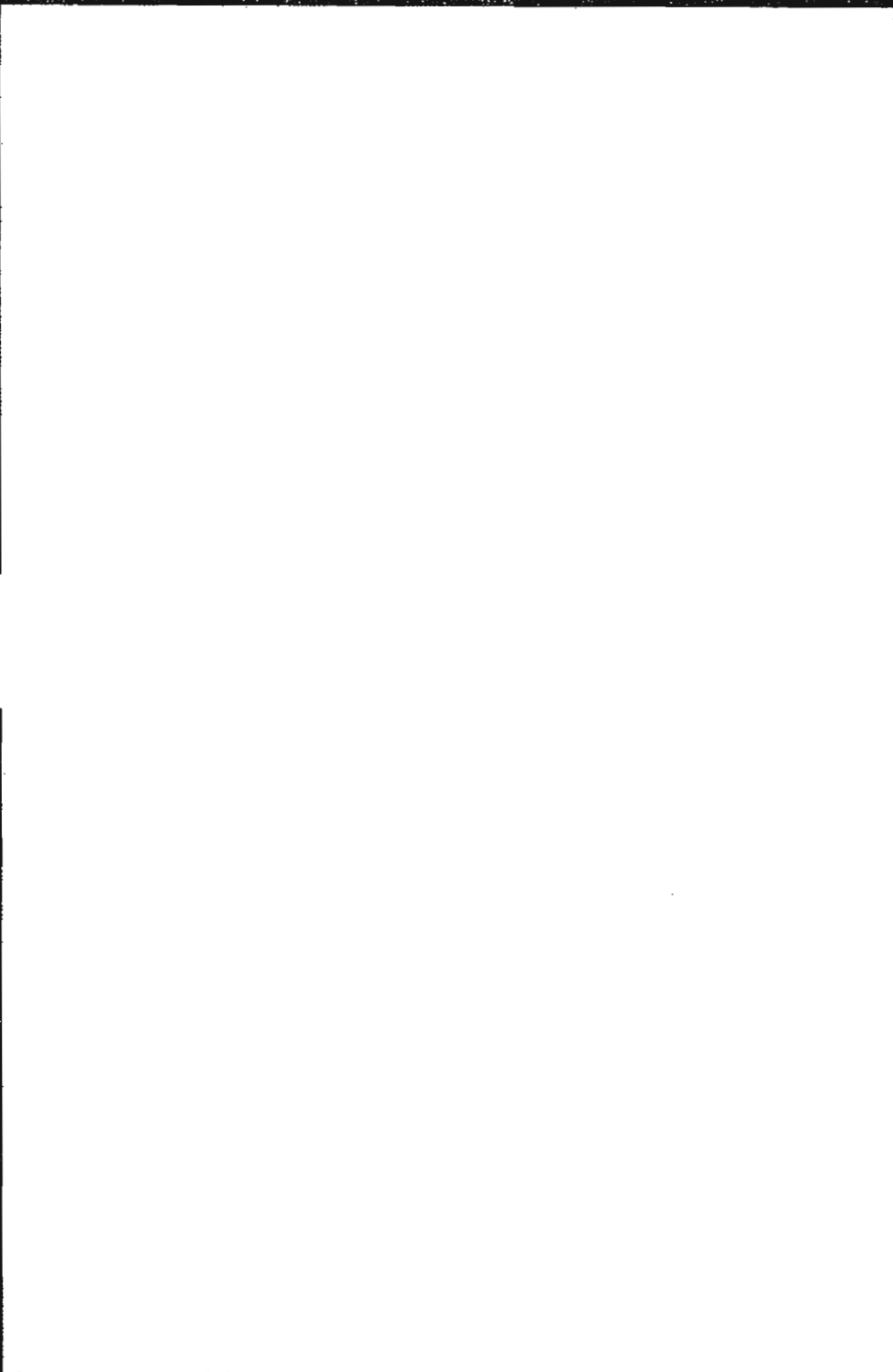
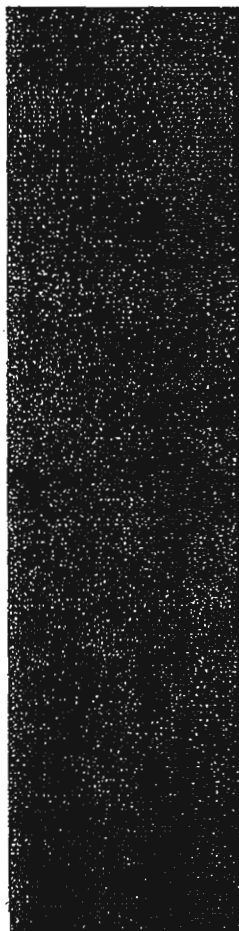
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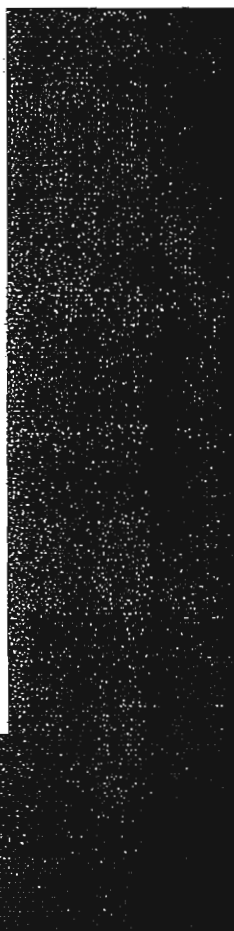
Attorneys for Plaintiffs



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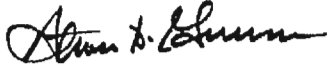


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 11 *d/b/a Rapid Cash; FMMR Investments,*
 12 *Inc. d/b/a Rapid Cash; Prime Group,*
 13 *Inc. d/b/a Rapid Cash; Advance*
 14 *Group, Inc. d/b/a Rapid Cash*

15 DISTRICT COURT

16 CLARK COUNTY, NEVADA

15 CASANDRA HARRISON; EUGENE VARCADOS;
 16 CONCEPCION QUINTINO; and MARY
 17 DUNGAN, individually and on behalf of all
 persons similarly situated,

18 Plaintiffs,

19 vs.

19 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
 20 CASH; GRANITE FINANCIAL SERVICES, INC.,
 21 d/b/a RAPID CASH; FMMR INVESTMENTS,
 22 INC. d/b/a RAPID CASH; PRIME GROUP, INC.
 23 d/b/a RAPID CASH; ADVANCE GROUP, INC.
 d/b/a RAPID CASH; MAURICE CARROLL,
 individually and d/b/a ON SCENE
 MEDIATIONS; VILISIA COLEMAN, and Does
 1 through X, inclusive,

24 Defendants.

Case No. A624982

Dept. No. XI

25 SUPPLEMENTAL NOTICE OF APPEAL

26 Please take notice that the Rapid Cash defendants, including PRINCIPAL
 27 INVESTMENTS, INC. d/b/a RAPID CASH; GRANITE FINANCIAL SERVICES, INC. d/b/a RAPID
 28

1 CASH; FMMR INVESTMENTS, INC. d/b/a RAPID CASH; PRIME GROUP, INC. d/b/a RAPID
2 CASH; and ADVANCE GROUP, INC. d/b/a RAPID CASH hereby appeal to the Supreme
3 Court of Nevada from:

- 4 1. The "Order Denying Motion to Compel Arbitration," entered November
5 29, 2010;
- 6 2. The "Order Denying Motion to Compel Arbitration of the First Amended
7 Complaint," entered November 30, 2011;
- 8 3. The "Order (1) Denying Dismissal, Decertification and Arbitration and
9 (2) Granting Stay Pending Appeal," entered July 20, 2012, notice of entry
10 of which was served on July 20, 2012; and
- 11 4. All rulings and interlocutory orders made appealable by any of the
12 foregoing.

13
14 DATED this 31st day of July 2012.

15 LEWIS AND ROCA LLP

16
17 By: /s/ Daniel F. Polsenberg
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28 *Inc. d/b/a Rapid Cash; Prime Group,*
Inc. d/b/a Rapid Cash; Advance
Group, Inc. d/b/a Rapid Cash

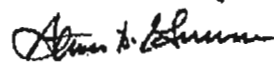
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EXHIBIT A

EXHIBIT A

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CLERK OF THE COURT

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 Cash, Granite Financial Services, Inc., d/b/a
 10 Rapid Cash, FMMR Investments, Inc., d/b/a
 11 Rapid Cash, Prime Group, Inc., d/b/a Rapid
 Cash and Advance Group, Inc., d/b/a Rapid
 12 Cash

DISTRICT COURT

CLARK COUNTY, NEVADA

15 **CASANDRA HARRISON; EUGENE**
 16 **VARCADOS; CONCEPCION QUINTINO; and**
 17 **MARY DUNGAN, individually and on behalf of**
 all persons similarly situated,

Plaintiffs,

vs.

19 **PRINCIPAL INVESTMENTS, INC. d/b/a**
 20 **RAPID CASH; GRANITE FINANCIAL**
 21 **SERVICES, INC. d/b/a RAPID CASH; FMMR**
 22 **INVESTMENTS, INC. d/b/a RAPID CASH;**
 23 **PRIME GROUP, INC. d/b/a RAPID CASH;**
 24 **ADVANCE GROUP, INC. d/b/a RAPID CASH;**
 25 **MAURICE CARROLL, individually and d/b/a**
ON SCENE MEDIATIONS; VILISIA
COLEMAN, and DOES I through X, inclusive,

Defendants.

CASE NO. A624982
DEPT. XIORDER DENYING MOTION TO
COMPEL ARBITRATION

26 Now on this 12th day of October, 2010, comes on for hearing "Motion To Compel
 27 Arbitration and Stay Proceedings" (the "Motion") filed by Defendants, Principal Investments,
 28 Inc. d/b/a Rapid Cash; Granite Financial Services, Inc. d/b/a Rapid Cash; FMMR Investments,

Gordon Silver
 Attorneys At Law
 Ninth Floor
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1 of 2

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1 Inc., d/b/a Rapid Cash; Prime Group, Inc., d/b/a Rapid Cash, and Advance Group, Inc., d/b/a
 2 Rapid Cash (hereafter "Rapid Cash"). Plaintiffs appeared by counsel, J. Randall Jones, Esq.,
 3 Jennifer C. Dorsey, Esq., Kemp, Jones and Coulthard, LLC, and Dan L. Wulz, Esq., Legal Aid
 4 Center of Southern Nevada, Inc. Defendants, Rapid Cash, appeared by counsel Mark S.
 5 Dzarnoski, Esq., Gordon Silver, and Martin Bryce, Ballard Spar.

6 The Court, having reviewed the Motion, Plaintiff's Opposition, Defendants' Reply, the
 7 file, and the pleadings on file herein, and having considered the arguments of the parties, hereby
 8 FINDS and ORDERS as follows:

9 The Motion is denied. The Court finds that the Movants waived their right to demand
 10 arbitration in that Defendants knew of their right to arbitrate, acted inconsistently with that right
 11 in filing thousands of justice court cases against the putative Class members, and prejudiced the
 12 putative Class members by their inconsistent acts in taking default judgments. The Court further
 13 finds that it is against public policy to allow litigation, even if it is in the Small Claims Court,
 14 and then require arbitration of those claims ~~_____~~ ^{and pursuing collection.}
 15 which arise from the alleged tortious and fraudulent conduct of defendants and its agents in those
 16 collection activities.


17 IT IS SO ORDERED.

18 DATED this 29th day of November, 2010

19 
 DISTRICT COURT JUDGE

20 Prepared and submitted by:

21 GORDON SILVER

22 
 23 WILLIAM M. NOALL, Nevada Bar No. 3549
 24 MARK S. DZARNOSKI, Nevada Bar No. 3398
 25 JEFFREY HULET, Nevada Bar No. 10621
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 Attorneys for Defendants

26 Principal Investments, Inc., d/b/a Rapid Cash, Granite
 27 Financial Services, Inc., d/b/a Rapid Cash, FMMR
 Investments, Inc., d/b/a Rapid Cash, Prime Group, Inc.,
 28 d/b/a Rapid Cash and Advance Group, Inc., d/b/a Rapid Cash

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102593-002/1068170

EXHIBIT B

EXHIBIT B

ORIGINAL

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Class Counsel

DISTRICT COURT

CLARK COUNTY, NEVADA

CASANDRA HARRISON; EUGENE
VARCADOS; CONCEPCION QUINTINO;
and MARY DUNGAN, individually and on
behalf of all persons similarly situated,

Plaintiff,

vs.

PRINCIPAL INVESTMENTS, INC. d/b/a
RAPID CASH; GRANITE FINANCIAL
SERVICES, INC. d/b/a RAPID CASH; FMMR
INVESTMENTS, INC. d/b/a RAPID CASH;
PRIME GROUP, INC. d/b/a RAPID CASH;
ADVANCED GROUP, INC. d/b/a RAPID
CASH; MAURICE CARROLL, individually
and d/b/a ON SCENE MEDIATIONS; VILISIA
COLEMAN, and DOES I through X, inclusive,

Defendants.

Case No. A624982
Dept. XI**ORDER DENYING MOTION TO
COMPEL ARBITRATION OF THE
FIRST AMENDED COMPLAINT**

Defendants PRINCIPAL INVESTMENTS, INC. d/b/a RAPID CASH; GRANITE
FINANCIAL SERVICES, INC. d/b/a RAPID CASH; FMMR INVESTMENTS, INC. d/b/a
RAPID CASH; PRIME GROUP, INC. d/b/a RAPID CASH; and ADVANCED GROUP, INC.

1 d/b/a RAPID CASH (hereafter "Rapid Cash") brought this "Motion to Compel Arbitration of
2 First Amended Complaint and Stay All Proceedings" (the "Motion") on for hearing before this
3 Court on October 25, 2011. The Class appeared by and through Class Counsel, J. Randall Jones,
4 Esq., Kemp, Jones and Coulthard, LLP, and Dan L. Wulz, Esq., Legal Aid Center of Southern
5 Nevada, Inc.; the Rapid Cash defendants appeared by counsel Mark S. Dzarnoski, Esq., Gordon
6 & Silver, Ltd. The Court, having reviewed the Motion, the Class's Opposition, Defendants'
7 Reply, the file, and the pleadings on file herein, and having heard and considered the arguments
8 of the parties, hereby FINDS and ORDERS as follows:

10 The Motion is **DENIED**. Despite an arguable jurisdictional issue, the filing of the First
11 Amended Complaint raises some separate issues that allow Rapid Cash to file and the Court to
12 adjudicate the instant motion.

13 The Court finds that *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740 (Apr. 27, 2011),
14 is not dispositive of this case. The decision by the United States Supreme Court in the
15 *Concepcion* case would not have countenanced the arbitration provision in this case being
16 applied to these particular circumstances where Rapid Cash has utilized the Justice Court system
17 repeatedly with the filing of false affidavits of service, securing of default judgments, and
18 garnishing of wages. To do so would violate the public policy of the State of Nevada. This
19 Court denied a previous motion by Rapid Cash to compel arbitration of the Class Members'
20 claims, and the Court deemed Rapid Cash' arbitration clause unenforceable not under a state-
21 wide policy declaring such clauses unenforceable but because Rapid Cash's own actions resulted
22 in a waiver of its arbitration rights and permitting the Rapid Cash defendants to enforce any
23 portion of their long-ignored arbitration provisions would violate public policy. The Court
24 continues to find that Rapid Cash's conduct in its collection efforts constitutes a waiver of the
25 right to elect arbitration of the claims in this action. Rapid Cash waived its ability to compel
26
27
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1 arbitration because, *inter alia*, it knew of its right to arbitrate, acted inconsistently with that right
 2 in filing thousands of justice court cases against the Class members, and prejudiced the Class
 3 members by its inconsistent acts in taking default judgments and pursuing collections. In
 4 making that prior determination, and again in issuing this decision and order, this Court has
 5 placed, and continues to place, the Rapid Cash contracts on equal footing with other contracts to
 6 reach this case-specific conclusion that Rapid Cash's own conduct invalidated and/or resulted in
 7 the unenforceability of its arbitration clauses, as *Concepcion* expressly permits. The Court
 8 further finds that the Class members' claims fall outside the scope of the arbitration agreement.
 9

10 **IT IS SO ORDERED.**

11 DATED this 30th day of November, 2011.

13
 14 
 DISTRICT COURT JUDGE

15 Prepared and submitted by:

16 Venicia Considine
 17 Dan L. Wulz, Esq. (5557)
 18 Venicia Considine, Esq. (11544)
 19 **LEGAL AID CENTER OF**
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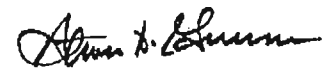
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 Facsimile: (702) 385-6001
 27 jjr@kempjones.com
 28 *Class Counsel*

EXHIBIT C

001228

EXHIBIT C

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07/20/2012 04:05:10 PM



CLERK OF THE COURT

1 NEOJ
2 DANIEL F. POLSENBERG (SBN 2376)
3 JOEL D. HENRIOD (SBN 8492)
4 LEWIS AND ROCA LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
(702) 474-2616

5 MARK S. DZARNOSKI (SBN 3398)
6 GORDON SILVER
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Las Vegas, NV 89169
7 (702) 796-5555

8 *Attorneys for Defendants*
9 *Principal Investments, Inc. d/b/a Rapid*
10 *Cash, Granite Financial Services, Inc.*
11 *d/b/a Rapid Cash; FMMR Investments,*
12 *Inc. d/b/a Rapid Cash; Prime Group,*
13 *Inc. d/b/a Rapid Cash; Advance*
14 *Group, Inc. d/b/a Rapid Cash*

DISTRICT COURT

CLARK COUNTY, NEVADA

15 CASANDRA HARRISON; EUGENE VARCADOS;
16 CONCEPCION QUINTINO; and MARY
17 DUNGAN, individually and on behalf of all
18 persons similarly situated,

Plaintiffs,

vs.

19 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
20 CASH; GRANITE FINANCIAL SERVICES, INC.,
21 d/b/a RAPID CASH; FMMR INVESTMENTS,
22 INC. d/b/a RAPID CASH; PRIME GROUP, INC.
23 d/b/a RAPID CASH; ADVANCE GROUP, INC.
24 d/b/a RAPID CASH; MAURICE CARROLL,
25 individually and d/b/a ON SCENE
26 MEDIATIONS; VILISIA COLEMAN, and Does
27 1 through X, inclusive,

Defendants.

Case No. A624982

Dept. No. XI

NOTICE OF ENTRY OF ORDER

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DATED this 20th day of July 2012.

By: /s/ Daniel F. Polsenberg
DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
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Principal Investments, Inc. d/b/a Rapid
Cash, Granite Financial Services, Inc.
d/b/a Rapid Cash; FMMR Investments,
Inc. d/b/a Rapid Cash; Prime Group,
Inc. d/b/a Rapid Cash; Advance
Group, Inc. d/b/a Rapid Cash*

CERTIFICATE OF SERVICE

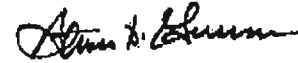
Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I HEREBY CERTIFY that on the 20th day of July, 2012, I served the foregoing NOTICE OF ENTRY OF ORDER by United States mail, postage prepaid to:

Dan L. Wulz
Legal Aid Center of Southern Nevada, Inc.
800 South Eighth Street
Las Vegas, NV 89101

J. Randall Jones
Kemp Jones & Coulthard
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

/s/ Mary Kay Carlton
An Employee of LEWIS AND ROCA LLP

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07/20/2012 10:48:27 AM



CLERK OF THE COURT

1 ORDER
2 DANIEL F. POLSENBERG (SBN 2376)
3 JOEL D. HENRIOD (SBN 8492)
4 RYAN T. O'MALLEY (SBN 12461)
5 LEWIS AND ROCA LLP
6 3993 Howard Hughes Parkway, Suite 600
7 Las Vegas, Nevada 89169
8 DPolsenberg@LRLaw.com
9 JHenriod@LRLaw.com
10 ROMalley@LRLaw.com
11 (702) 474-2616

12 *Attorneys for Rapid Cash Defendants*

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 CASANDRA HARRISON; EUGENE VARCADOS;
16 CONCEPCION QUINTINO; and MARY
17 DUNGAN, individually and on behalf of all
18 persons similarly situated,

Case No. A624982

Dept. No. XI

19 Plaintiffs,

20 vs.

21 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
22 CASH; GRANITE FINANCIAL SERVICES, INC.,
23 d/b/a RAPID CASH; FMMR INVESTMENTS,
24 INC. d/b/a RAPID CASH; PRIME GROUP, INC.
25 d/b/a RAPID CASH; ADVANCE GROUP, INC.
26 d/b/a RAPID CASH; MAURICE CARROLL,
27 individually and d/b/a ON SCENE
28 MEDIATIONS; VILISIA COLEMAN, and Does
1 through X, inclusive,

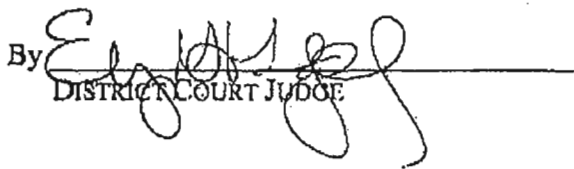
Defendants.

**ORDER (1) DENYING DISMISSAL, DECERTIFICATION
AND ARBITRATION AND (2) GRANTING STAY PENDING APPEAL**

1. The Court DENIES the Rapid Cash Defendants' "Motion to Dismiss Claims Seeking Relief From Justice Court Judgments," which requested that the Court dismiss claims, decertify the class, and compel arbitration.

1 2. The Court GRANTS a stay of all proceedings in this Court pending
2 conclusion of the appeals in this matter currently pending in the Nevada Supreme
3 Court.

4
5
6 DATED this 19th day of July, 2012.

7
8 By: 
9 DISTRICT COURT JUDGE

10
11
12 Respectfully submitted by:

13 LEWIS AND ROCA LLP

14
15 By: 

16 DANIEL F. POLSENBERG (SBN 2376)
17 JOEL D. HENRIOD (SBN 8492)
18 3993 Howard Hughes Pkwy, 6th Floor
19 Las Vegas, Nevada 89169
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21 DPolsenberg@LRLaw.com
22 JHenriod@LRLaw.com

23 WILLIAM M. NOALL (SBN 3549)
24 MARK S. DZARNOSKI (SBN 3398)
25 GORDON SILVER
26 3960 Howard Hughes Pkwy., 9th Floor
27 Las Vegas, NV 89169

28 Attorneys for Defendants

Approved as to form and content:

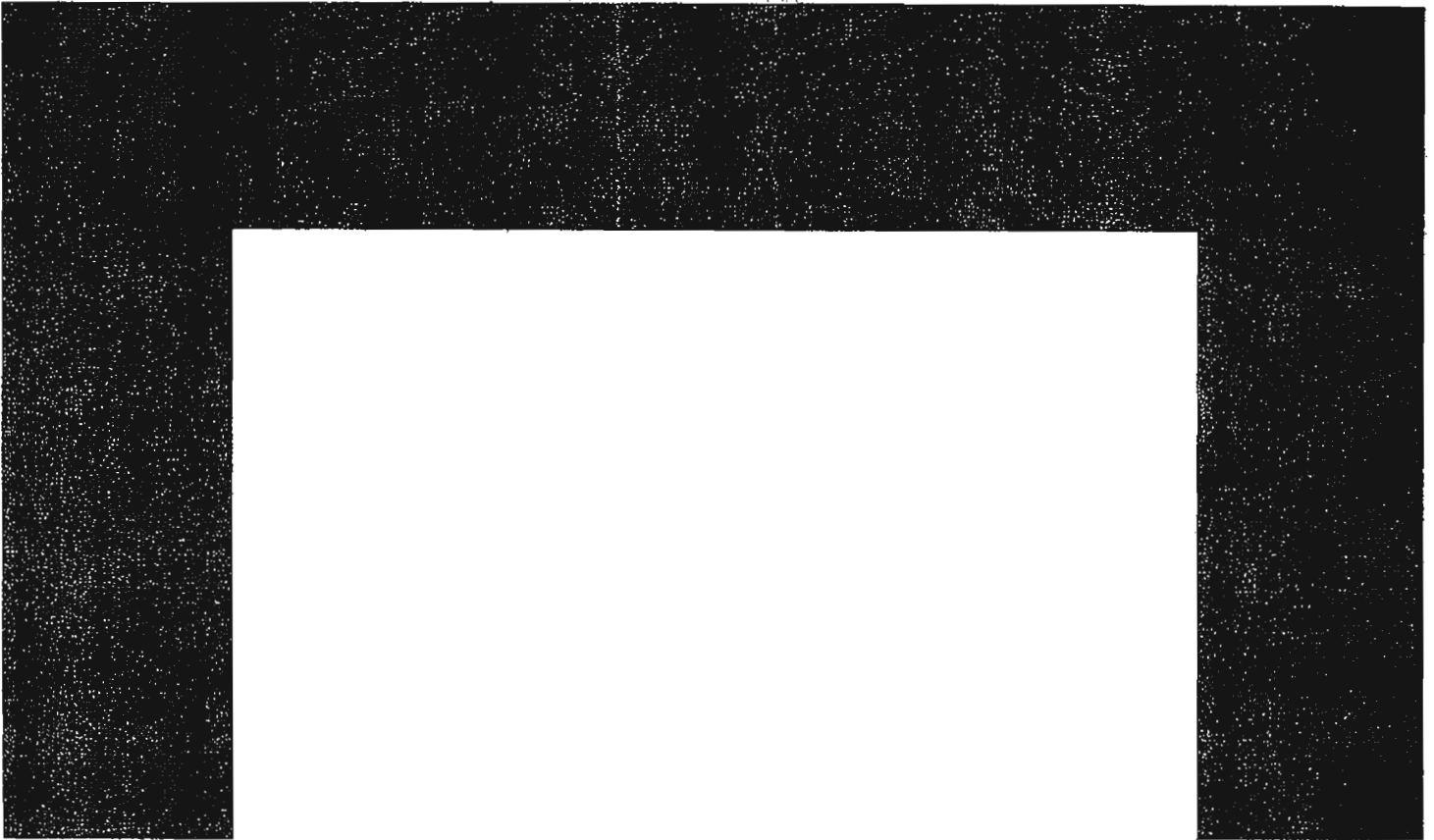
KEMP JONES & COULTHARD

By: 

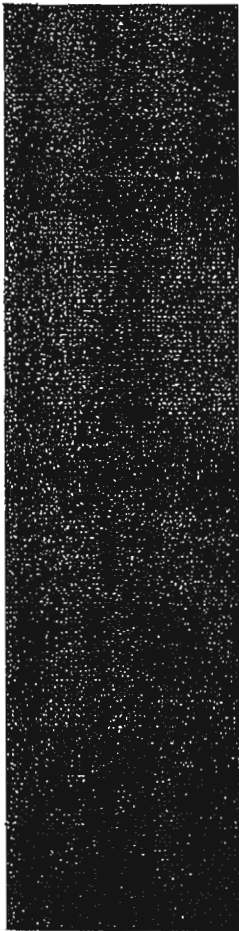
J. RANDALL JONES (SBN 1927)
JENNIFER C. DORSEY (SBN 6456)
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J.Dorsey@kempjones.com

DAN WULZ (SBN 5557)
VENICIA G. CONSIDINE (SBN 11544)
Legal Aid Center of Southern
Nevada
800 South Eighth Street
Las Vegas, NV 89101

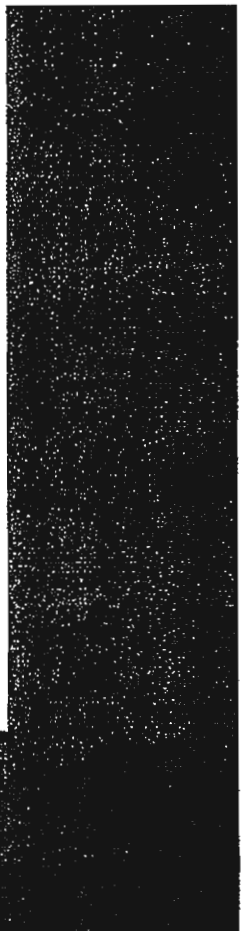
Attorneys for Plaintiffs



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61



1 ASTA
 2 DANIEL F. POLSENBERG (SBN 2376)
 3 JOEL D. HENRIOD (SBN 8492)
 4 LEWIS AND ROCA LLP
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 CLERK OF THE COURT

5 WILLIAM M. NOALL (SBN 3549)
 6 MARK S. DZARNOSKI (SBN 3398)
 7 GORDON SILVER
 3960 Howard Hughes Pkwy. Ninth Floor
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 (702) 796-5555

8 *Attorneys for Defendants*
 9 *Principal Investments, Inc. d/b/a Rapid*
 10 *Cash; Granite Financial Services, Inc.*
 11 *d/b/a Rapid Cash; FMMR Investments,*
 12 *Inc. d/b/a Rapid Cash; Prime Group,*
 13 *Inc. d/b/a Rapid Cash; Advance*
 14 *Group, Inc. d/b/a Rapid Cash*

DISTRICT COURT

CLARK COUNTY, NEVADA

15 CASANDRA HARRISON; EUGENE VARCADOS;
 16 CONCEPCION QUINTINO; and MARY
 17 DUNGAN, individually and on behalf of all
 persons similarly situated,

Case No. A624982

Dept. No. XI

18 Plaintiffs,

19 vs.

20 PRINCIPAL INVESTMENTS, INC., d/b/a RAPID
 21 CASH; GRANITE FINANCIAL SERVICES, INC.,
 22 d/b/a RAPID CASH; FMMR INVESTMENTS,
 23 INC. d/b/a RAPID CASH; PRIME GROUP, INC.
 24 d/b/a RAPID CASH; ADVANCE GROUP, INC.
 25 d/b/a RAPID CASH; MAURICE CARROLL,
 individually and d/b/a ON SCENE
 MEDIATIONS; VILISIA COLEMAN, and Does
 1 through X, inclusive,

Defendants.

CASE APPEAL STATEMENT

CASE APPEAL STATEMENT

1. Name of appellant filing this case appeal statement:

Defendants PRINCIPAL INVESTMENTS, INC. D/B/A RAPID CASH; GRANITE FINANCIAL SERVICES, INC. D/B/A RAPID CASH; FMMR INVESTMENTS, INC. D/B/A RAPID CASH; PRIME GROUP, INC. D/B/A RAPID CASH; ADVANCE GROUP, INC. D/B/A RAPID CASH

2. Identify the judge issuing the decision, judgment, or order appealed from:

THE HONORABLE ELIZABETH GONZALEZ

3. Identify each appellant and the name and address of counsel for each appellant:

Attorneys for Appellants PRINCIPAL INVESTMENTS, INC. D/B/A RAPID CASH; GRANITE FINANCIAL SERVICES, INC. D/B/A RAPID CASH; FMMR INVESTMENTS, INC. D/B/A RAPID CASH; PRIME GROUP, INC. D/B/A RAPID CASH; ADVANCE GROUP, INC. D/B/A RAPID CASH

DANIEL F. POLSENBERG

JOEL D. HENRIOD

LEWIS AND ROCA LLP

3993 Howard Hughes Parkway, Suite 600

Las Vegas, Nevada 89169

(702) 474-2616

WILLIAM M. NOALL

MARK S. DZARNOSKI

GORDON SILVER

3960 Howard Hughes Pkwy.

Ninth Floor

Las Vegas, NV 89169

(702) 796-5555

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Attorney for Respondents CASANDRA HARRISON; EUGENE VARCADOS; CONCEPCION QUINTINO; and MARY DUNGAN, individually and on behalf of all persons similarly situated

DAN L. WULZ

VENICIA CONSIDINE

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

800 South Eighth Street

Las Vegas, NV 89101

(702) 386-1070 x. 106

1 J. RANDALL JONES
2 JENNIFER C. DORSEY
3 KEMP JONES & COULTHARD
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169
(702) 385-6000

- 4
5 5. Indicate whether any attorney identified above in response to question 3 or 4 is
6 not licensed practice law in Nevada and, if so, whether the district court granted
that attorney permission to appear under SCR 42 (attach a copy of any district
court order granting such permission):

7 N/A

- 8 6. Indicate whether appellant was represented by appointed or retained counsel in
the district court:

9 Retained counsel

- 10 7. Indicate whether appellant is represented by appointed or retained counsel on
11 appeal:

12 Retained counsel

- 13 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and
14 the date of entry of the district court order granting such leave:

15 N/A

- 16 9. Indicate the date the proceedings commenced in the district court, *e.g.*, date
complaint, indictment, information, or petition was filed:

17 Complaint filed September 9, 2010.

- 18 10. Provide a brief description of the nature of the action and result in the district
19 court, including the type of judgment or order being appealed and the relief
granted by the district court:

20 Plaintiffs applied for, obtained and defaulted on short-term loans from
21 the Rapid Cash defendants. Rapid Cash defendants filed collection actions in
Clark County Justice Courts and its attorneys used On Scene Mediations to
22 serve the customers with process. Rapid Cash defendants then obtained default
judgments against Plaintiffs in the Justice Court actions. In this subsequent
23 district court action, plaintiffs claim that they were never served with process in
the Justice Court actions and seek to have them set aside.

24 Rapid Cash defendants moved to compel arbitration of the claims, which
25 the court denied. This is an appeal from the order denying the motions to
compel arbitration.

- 1 11. Indicate whether the case has previously been the subject of an appeal or an
2 original writ proceeding in the Supreme Court and, if so, the caption and
Supreme Court docket number of the prior proceeding.

3 Case No. 57371, *Principal Investments v. District Court (Harrison)*, Petition for
Writ of Mandamus.

4 Case No. 57625, *Principal Investments v. Harrison*

5 Case No. 59837, *Principal Investments v. Harrison*

6 Case No. 59983, *Principal Investments v. Harrison*

- 7 12. Indicate whether this appeal involves child custody or visitation:
8

9 N/A

- 10 13. If this is a civil case, indicate whether this appeal involves the possibility of
settlement:

11 This case has already proceeded through the Supreme Court Settlement
Conference Program under a related appeal.

12 DATED this 31st day of July 2012.

13 LEWIS AND ROCA LLP

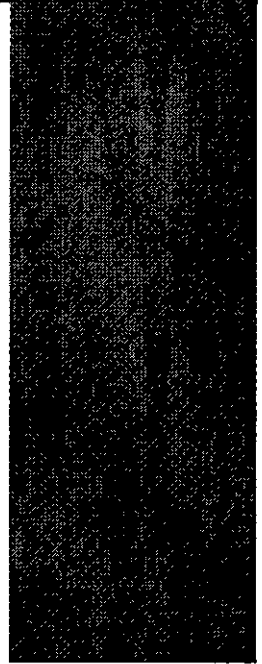
14
15 By: s/ Daniel F. Polsenberg
16 DANIEL F. POLSENBERG (SBN 2376)
17 JOEL D. HENRIOD (SBN 8492)
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18 3993 Howard Hughes Parkway, Suite 600
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19 (702) 474-2616

20 *Attorneys for Defendants*
21 *Principal Investments, Inc. d/b/a Rapid*
22 *Cash; Granite Financial Services, Inc.*
23 *d/b/a Rapid Cash; FMMR Investments,*
24 *Inc. d/b/a Rapid Cash; Prime Group,*
25 *Inc. d/b/a Rapid Cash; Advance*
26 *Group, Inc. d/b/a Rapid Cash*
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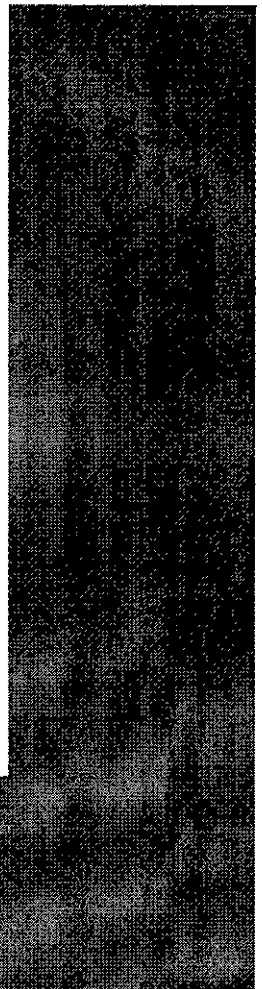
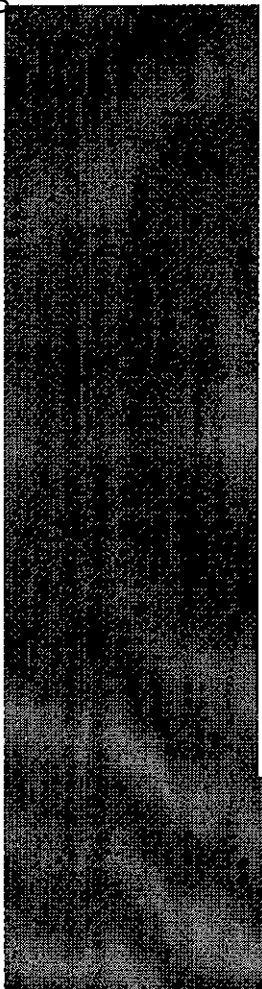
Jennifer C. Dorsey
J. Randall Jones
Kemp Jones & Coulthard
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

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CLERK OF THE COURT

AFFT
GORDON SILVER
WILLIAM M. NOALL
 Nevada Bar No. 3549
 Email: wnoall@gordonsilver.com
MARK S. DZARNOSKI
 Nevada Bar No. 3398
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 Cash, Granite Financial Services, Inc., d/b/a
 Rapid Cash, FMMR Investments, Inc., d/b/a
 Rapid Cash, Prime Group, Inc., d/b/a Rapid
 Cash and Advance Group, Inc., d/b/a Rapid
 Cash

DISTRICT COURT**CLARK COUNTY, NEVADA**

CASANDRA HARRISON; EUGENE
 VARCADOS; CONCEPCION QUINTINO; and
 MARY DUNGAN, individually and on behalf of
 all persons similarly situated,

Plaintiffs,

vs.

PRINCIPAL INVESTMENTS, INC. d/b/a
 RAPID CASH; GRANITE FINANCIAL
 SERVICES, INC. d/b/a RAPID CASH; FMMR
 INVESTMENTS, INC. d/b/a RAPID CASH;
 PRIME GROUP, INC. d/b/a RAPID CASH;
 ADVANCE GROUP, INC. d/b/a RAPID CASH;
 MAURICE CARROLL, individually and d/b/a
 ON SCENE MEDIATIONS; VILISIA
 COLEMAN, and DOES I through X, inclusive,

Defendants.

CASE NO. A-10-624982-B
 DEPT. NO. XI

AFFIDAVIT OF RICHARD DUKE GEE

I, Richard Duke Gee, being duly sworn, depose and states as follows:

1. I am over 18 years of age and I am competent to testify regarding the matters in
 this Affidavit.

...

Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

Arbitration Provision at ¶ 1 (boldface in original). As stated above, Dugan's exercise of the opt-out right would have had no effect on her ability to obtain a loan or the terms of her loan.

8. Rapid Cash has no record that Dungan sought to exercise her right to opt-out of the Arbitration Provision. If she had exercised said right, Rapid Cash would have a record of the opt-out. Consequently, Dungan did not opt-out.

9. The Arbitration Provision broadly defined "Claim" to cover every conceivable dispute: "The term 'Claim' means any claim, dispute or controversy between you and us (including 'related parties' identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ('Services Agreement'); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision." Arbitration Provision at ¶ 2. The Arbitration Provision defined "Services" as including a loan. Id. at ¶ 1.

10. The Arbitration Provision requires the individual arbitration of all Claims:

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION

1 PRIOR TO THE HEARING TO THE SAME EXTENT THAT
2 YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A
3 CLASS ACTION IN COURT OR IN ARBITRATION, EITHER
4 AS A CLASS REPRESENTATIVE, CLASS MEMBER OR
5 CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY
6 GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN
7 OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH
8 CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT
9 TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN
10 COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF
11 YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE
12 IN ARBITRATION.

13 Arbitration Provision at ¶ 5 (boldface in original).

14 11. In the event of a successful individual arbitration, the Arbitration Provision
15 provides that the award to Dungan would be increased to the jurisdictional limit of the small
16 claims court with jurisdiction plus \$100.00:

17 In addition, if you prevail in an individual (non-class) arbitration
18 against us in which you are seeking monetary relief from us, we
19 agree that the arbitrator shall award as the minimum amount of
20 your damages (excluding arbitration fees and attorneys' fees and
21 costs, if any) an amount that is \$100 greater than the jurisdictional
22 limit of the small claims court (or your state's equivalent court) in
23 the county in which you reside. For example, if such a court can
24 decide claims up to \$5,000, then if you prevail in an individual
25 arbitration, you will receive a minimum of \$5,100 even if the
26 amount you would otherwise be entitled to receive is less than that
27 amount.

28 Arbitration Provision at ¶ 8.

12. The Arbitration Provision provides that it is governed by the Federal Arbitration
Act: "This Arbitration Provision is made pursuant to a transaction involving interstate commerce
and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence
or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where
we are headquartered, shall be applicable to the extent that any state law is relevant in
determining the enforceability of this Arbitration Provision under Section 2 of the FAA." Id.

13. The Arbitration Provision provides that Rapid Cash will consider paying all of
the costs of arbitration and the arbitrator may award the successful borrower his attorneys' fees:

We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

Arbitration Provision at ¶ 4.

14. Rapid Cash does elect to arbitrate on an individual basis the claims asserted by Dungan in this matter.

CASANDRA HARRISON

15. Casandra Harrison ("Harrison") sought a \$582.00 loan in March 2009. On March 5, 2009, she entered into the "Deferred Deposit Agreement & Disclosure Statement" ("March 5 Agreement"). A true and correct copy of the March 5 Agreement is attached hereto as **Exhibit B**.

16. Harrison sought a second loan in late March 2009 in the amount of \$400.00. On March 19, 2009, she entered into the "Deferred Deposit Agreement & Disclosure Statement" ("March 19 Agreement"). A true and correct copy of the March 19 Agreement is attached hereto as **Exhibit C**.

17. Both the March 5, 2009 Agreement and the March 19, 2009 Agreement contained the same Arbitration Provision as contained in Dungan's Agreement.

18. Rapid Cash has no record that Harrison sought to exercise her right to opt-out of the Arbitration Provision. If she had exercised said right, Rapid Cash would have a record of the opt-out. Consequently, Harrison did not opt-out.

1 19. Rapid Cash does elect to arbitrate on an individual basis the claims asserted by
2 Harrison in this matter.

3 **EUGENE VARCADOS**

4 20. Eugene Varcados ("Varcados") sought a \$500.00 loan in April 2008. On April
5 30, 2008, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("April
6 Agreement"). A true and correct copy of the April Agreement is attached hereto as **Exhibit D**.

7 21. Varcados sought a second loan in May 2008 in the amount of \$500.00. On May
8 24, 2008, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("May
9 Agreement"). A true and correct copy of the May Agreement is attached hereto as **Exhibit E**.

10 22. Varcados sought a third loan in June 2008 in the amount of \$500.00. On June 6,
11 2008, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("June
12 Agreement"). A true and correct copy of the June Agreement is attached hereto as **Exhibit F**.

13 23. Varcados sought a fourth loan in late June 2008 in the amount of \$500.00. On
14 June 21, 2008, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("June
15 21 Agreement"). A true and correct copy of the June 21 Agreement is attached hereto as **Exhibit**
16 **G**.

17 24. All four Agreements contained the same Arbitration Provision as contained in
18 Dungan's Agreement.

19 25. Rapid Cash has no record that Varcados sought to exercise his right to opt-out of
20 the Arbitration Provision. If he had exercised said right, Rapid Cash would have a record of the
21 opt-out. Consequently, Varcados did not opt-out.

22 26. Rapid Cash does elect to arbitrate on an individual basis the claims asserted by
23 Varcados in this matter.

24 **CONCEPCION QUINTINO**

25 27. Concepcion Quintino ("Quintino") sought a \$510.00 loan in April 2006. On
26 April 21, 2006, he entered into the "Deferred Deposit Agreement & Disclosure Statement"
27 ("April Agreement"). A true and correct copy of the April Agreement is attached hereto as
28 **Exhibit H**.

1 28. Quintino sought a second loan in late May 2006 in the amount of \$510.00. On
2 May 5, 2006, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("May
3 Agreement"). A true and correct copy of the May Agreement is attached hereto as **Exhibit I**.

4 29. Quintino sought a third loan in late May 2006 in the amount of \$510.00. On May
5 19, 2006, he entered into the "Deferred Deposit Agreement & Disclosure Statement" ("May 19
6 Agreement"). A true and correct copy of the May 19 Agreement is attached hereto as **Exhibit J**.

7 30. All three agreements permitted Quintino one day within which to rescind without
8 being responsible for any finance charge. Rapid Cash has no record that Quintino sought to
9 exercise his right to rescind. If he had exercised said right, Rapid Cash would have a record of
10 his election. Consequently, Quintino did not rescind any of his loans.

11 31. All three Agreements contain the identical "**Agreements for Resolving**
12 **Disputes.**"

13 32. The Agreements broadly define the word Claims:

14 **Meaning of "Claims."** "Claims means any and all claims,
15 disputes or controversies that arise under common law, federal or
16 state statute or regulation, or otherwise, and that we or our
17 servicers or agents have against you or that you have against us,
18 our servicers, agents, directors, officers and employees. "Claims"
19 also includes any and all claims that arise out of (i) the validity,
20 scope and/or applicability of this Mediation Agreement or the
21 Arbitration Agreement appearing below, (ii) your application for a
22 Loan, (iii) the Agreement, (iv) any prior agreement between you
23 and us, including any prior loans we have made to you or (v) our
24 collection of any Loan. "Claims" also includes all claims asserted
25 as a representative, private attorney general, member of a class or
26 in any other representative capacity, and all counterclaims, cross-
27 claims and third party claims.

28 Agreements at page 2.

33. The Agreements for Resolving Disputes also contains an Arbitration Agreement
providing for individual arbitration in the event the parties are unable to resolve their Claims in
mediation. Agreements at page 3.

34. The Arbitration Agreement allows Quintino to select the arbitration
administrator. Agreements at page 3.

1 35. The Arbitration Agreement provides that it is governed by the Federal Arbitration
2 Act. Agreements at page 3

3 36. Finally, the Arbitration Agreement allows Quintino the right to bring a claim in
4 small claims or Justice Court. Agreements at page 3.

5 37. All three agreements contain an arbitration agreement where Quintino was to first
6 seek mediation of any disputes and if mediation was unsuccessful, then submit the matter to
7 binding arbitration. Quintino has not sought to exercise his right to mediation or presented the
8 matter to arbitration.

9 38. Rapid Cash invokes its right to mediate and if necessary arbitrate Quintino's
10 individual claims brought against it.

11 All of the foregoing are true to the best of my knowledge and this Affidavit is made
12 subject to the penalties of perjury.

13 WHEREFOR AFFIANT SAYETH FURTHER NAUGHT

14 Executed this 23 day of September, 2010 at Las Vegas, Clark County, Nevada.

15
16 
17 Richard Duke Gee

18 CLARK COUNTY }
19 } ss.
20 STATE OF NEVADA }

21 This instrument was acknowledged before me on 23rd day of September, 2010 by
22 Richard Duke Gee, as Vice President of Store Operations of Principal Investments, Inc.,
23 Advance Group, Inc. and FMMR Investments, Inc. all dba "Rapid Cash".

24 SUBSCRIBED AND SWORN to before me
25 this 23rd day of September, 2010.

26 NOTARY PUBLIC in and for said
27 County and State

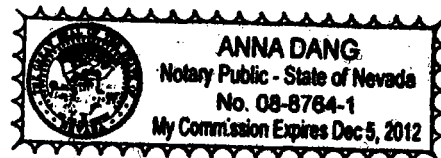


EXHIBIT A

Deferred Deposit Agreement & Disclosure Statement

Customer: MARY DUNGAN
553 CELLARS PL
HENDERSON, NV 89011

Lender: FMMR Investments, Inc. dba Rapid
4241 S. Nellis
Las Vegas, NV 89121
(702)454-6770

Check Number: 5292 Check Amount: \$705.88 Agreement Date 02/25/09 Due Date (Date of Check): 03/13/09

ITEMIZATION OF AMOUNT FINANCED OF	\$600.00
New Applicant Fee.....	\$0.00
Amount Paid Directly To You.....	\$600.00
Amount Paid On Your Account.....	\$0.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>402.56%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$105.88</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$600.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$705.88</u>
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Payment Schedule: One payment in the amount of \$705.88, due on 03/13/09
 (Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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NVPSF0020080722

Electronic Check Deposit. The check that you have given to us for payment of your obligation under this Agreement may be presented to your bank as an Electronic Funds Transfers ("EFT") through the Automated Clearing House (ACH) network. We may initiate a debit entry to your checking account in order to receive payment. We may do so where the check is lost, misplaced or destroyed or it is more practical to conduct an EFT rather than deposit your check. In other circumstances, we may process your payment and deposit your check. In cases where we utilize an EFT for payment, funds may be withdrawn from your account quickly sometimes the same date as your loan is due and you will not receive your check back from your financial institution. By signing this Agreement, you authorize us to electronically deposit and collect on your check in the amount of the Total of Payments shown in this Agreement. Your authorization to EFT your account will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice.

Nonpayment and Default. You will be in default if the Total of Payments is not paid in full by the due date. If you default on your obligations, in addition to the amounts you owe us, we may charge you interest for 90 days from the date of your default at the rate equal to the prime rate of the largest bank in the State of Nevada (as ascertained by the Nevada Commissioner of Financial Institutions), plus ten percent. If your payment either by check or EFT is not paid upon presentment because of NSF or Account Closed you will be charged a return check charge of \$25.00. If you default on this loan you have the opportunity within 30 days of the default to enter into a repayment plan with a term of at least 90 days. We will offer the repayment plan to you before we commence any civil action or process of alternative dispute resolution.

Authorizations to Collect Debt Upon Default. You authorize us to withdraw from your bank account the amount you owe us according to this or any former Agreement. We may make this withdrawal by re-presenting your check electronically, and/or by using one or more, in varied amounts paper or EFT debits not to exceed the amount owed to us. Your EFT debit authorization extends to the bank account listed on your original check or any other bank account maintained by you wherever located. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this Agreement and until we have had a reasonable opportunity to act on your notice. We may not require repayment of loans by preauthorized electronic transfers. You voluntarily authorize the above collection of the Total of Payments by electronic means from your bank account and Card. You may withdraw such voluntary consent by writing to us at our business address set forth above.

Offset. You agree that by law and this Agreement we or our agents may offset (deduct) any sums owed to us from any checks presented to us now or in the future for cashing. The amount owed to us includes any legitimate reason including, but not limited to, returned checks, return check charges, defaulted loans or additional collection costs that you have incurred with us or one of our affiliates.

Credit Reporting. You agree that we may make inquiries concerning your credit history and standing, and we may report information concerning your performance under this Agreement to credit reporting agencies.

Telephone Calls – Monitoring: You agree that if you are past due or in default, you will accept calls from us or a third party we have contracted with regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. If you provide us with a wireless or cellular telephone number, you agree that we may place calls to that number which may result in charges from your wireless or cellular carrier. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

Agreements for Resolving Disputes: You agree to the Agreements for Resolving Disputes in this Agreement. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State of Nevada. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

Agreements for Resolving Disputes

PRE-DISPUTE RESOLUTION PROCEDURE

In the event that you or we have a claim that arises from or relates to any check cashing, credit, loan or other services you request or we provide ("Services"), before commencing, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party or any "related party": (1) at least 15 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); and our and their employees, directors, officers, shareholders, governors, managers and members. Any Claim Notice to us shall be sent in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you) or to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. Nothing in this paragraph is intended to affect or modify in any fashion any separate Arbitration Provision between you and us.

ARBITRATION PROVISION

VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED IN SECTION 2 BELOW) WHICH YOU OR WE HAVE AGAINST ONE ANOTHER WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

1. RIGHT TO REJECT ARBITRATION. If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of your application ("Application") for check cashing, credit, loan or other services from us ("Services") [by delivering to us at any of our offices or] by mailing to us in care of Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which provides your name, address, the date of the Application, the address of the store where you submitted the Application and states that you are rejecting the related Arbitration Provision. If you want proof of the date of such a notice, you should send the notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you; this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of Services. If you reject this Arbitration Provision, it shall have the effect of rejecting any prior arbitration provision or agreement between you and us that you did not have the right to reject; it will not affect any prior arbitration provision or agreement which you had a right to reject that you did not exercise.

2. DEFINITION OF "CLAIM." The term "Claim" means any claim, dispute or controversy between you and us (including "related parties" identified below) that arises from or relates in any way to Services you request or we provide, now, in the past or in the future; the Application (or any prior or future application); any agreement relating to Services ("Services Agreement"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; our disclosure of or failure to protect any information about you; or the validity, enforceability or scope of this Arbitration Provision. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, or any assertion that Section 5(C), (D) and/or (E) below is invalid or unenforceable; any such actions and assertions of this kind will be resolved by a court and not an arbitrator. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit, and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision. Our "related parties" are any parent company and affiliated entities (including Ad Astra Recovery Services, Inc.); our and their employees, directors, officers, shareholders, governors, managers and members; and any third parties who are parties in a legal proceeding involving you and us.

3. STARTING AN ARBITRATION. Before starting an arbitration (or a judicial proceeding), you or we must comply with any other agreement between you and us providing a right to notice of a claim and/or a right to attempt to resolve the claim without litigation or arbitration. To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, unless prohibited by applicable law, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the arbitration administrator then in effect. You must select the administrator when you give us notice that you want to arbitrate a claim or within 20 days after we give you such a notice. If you don't make a selection, we will. The administrator must be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 1633 Broadway, 10th Floor, New York NY 10019, www.adr.org, (800) 778-7879. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. LOCATION AND COSTS. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. Each party must normally pay for its own attorneys, experts and witnesses. However, we will pay all such reasonable fees and costs you incur if you are the prevailing party and/or where required by applicable law and/or the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Also, to the extent permitted by applicable law and provided in any Services

Agreement, you will pay any reasonable attorneys' fees, collection costs and arbitration fees and costs we incur if we prevail in an arbitration in which we seek to recover any amount owed by you to us under the Services Agreement.

5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

6. GETTING INFORMATION. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

7. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, we will consider any good faith request for us to bear the cost and will pay any amount that we must pay under applicable law or the administrator's rules and any amount that we must pay in order for this Arbitration Provision to be enforced.

8. GOVERNING LAW. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In addition, if you prevail in an individual (non-class) arbitration against us in which you are seeking monetary relief from us, we agree that the arbitrator shall award as the minimum amount of your damages (excluding arbitration fees and attorneys' fees and costs, if any) an amount that is \$100 greater than the jurisdictional limit of the small claims court (or your state's equivalent court) in the county in which you reside. For example, if such a court can decide claims up to \$5,000, then if you prevail in an individual arbitration, you will receive a minimum of \$5,100 even if the amount you would otherwise be entitled to receive is less than that amount. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the administrator's rules.

9. SURVIVAL, SEVERABILITY, PRIMACY. This Arbitration Provision shall survive the full payment of any amounts due under any Services Agreement; any proper rescission or cancellation of any Services Agreements; any exercise of a self-help remedy; our sale or transfer of any Services Agreement or our rights under any Services Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of any Services Agreement, this Arbitration Provision will govern. If you and we are a party to any other arbitration or dispute resolution agreement in connection with prior Services, this Arbitration Provision will supersede such prior arbitration agreement.

10. BREACH OF ARBITRATION AGREEMENT. If either party fails to submit to arbitration following a proper demand to do so and a court later orders arbitration, to the extent permitted by law that party shall bear all costs and expenses including reasonable attorneys' fees, incurred by the other party in seeking to compel arbitration.

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JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

Privacy Policy

We respect the privacy of our customers and are committed to treating customer information responsibly. Our complete privacy policy statement is available on our website www.spedycash.com or ask for a copy from any Customer Advocate in our loan offices. You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve months. You may contact our loan offices and request that a current copy of our Privacy Policy be mailed to you.

Important Notices**BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:**

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT OR JUSTICE COURT, RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.

By signing below, you acknowledge and affirm that: (1) you have received and read a copy of this Agreement, (2) you agree to the above terms and to the Agreements for Resolving Disputes, (3) there are no blank spaces appearing on this Agreement and (4) you represent that the "Amount Financed" as shown above, together with any other outstanding loans you have with us, does not exceed twenty-five percent of your expected monthly gross income.

Mary A. Dungs 2/25/2009
Customer Signature(s) Date

By [Signature] 2/25/2009
Rapid Cash Representative Date

EXHIBIT B

Deferred Deposit Agreement & Disclosure Statement

Customer: CASANDRA HARRISON
913 N JONES BV APT # 203
LAS VEGAS, NV 89108

Lender: Advance Group Inc. dba Rapid Cash
1532 N. Jones Blvd
Las Vegas, NV 89108
(702)631-2274

Check Number: 1396 Check Amount: \$684.71 Agreement Date 03/05/09 Due Date (Date of Check): 03/20/09

ITEMIZATION OF AMOUNT FINANCED OF \$582.00
New Applicant Fee \$0.00
Amount Paid Directly To You \$582.00
Amount Paid On Your Account \$0.00

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>429.43%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$102.71</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$582.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$684.71</u>
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Payment Schedule: One payment in the amount of \$684.71, due on 03/20/09
 (Month) (Day) (Year)

Prepayment: If you pay off early, you will not be entitled to a refund of any part of the finance charge. See the information below about nonpayment and default.

No Security Interest. No security interest is given or taken in connection with this transaction except other than any security in your Check that may arise by operation of law.

AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

Definitions. Certain words used in this Agreement have special meanings. The word "Agreement" means this Deferred Deposit Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Advance Group, Inc., Principal Investments, Inc. or FMMR Investments, Inc. each doing business as Rapid Cash. The word "loan" means the deferred deposit transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

Promise to Pay. You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

Deferred Deposit. You are giving us your personal check, identified above by check number. We will not deposit your check until the due date. You promise that on the due date, you will have enough money available in your account to repay your loan. You promise that you will not close your account or place a stop payment on the check.

Our Fee. Our single charge fee for making the loan appears in the box above and is expressed as a dollar amount (Finance Charge) and an Annual Percentage Rate. The Annual Percentage Rate above is based upon that fee being an add-on finance charge, which is fully earned by us as of the date of this Agreement.

No Collateral. We are not allowed to accept any collateral except other than any security interest in your Check that may arise by operation of law.

Extensions. At any time prior to the due date, you may request an extension of this loan. We may grant or deny your request in our sole discretion. If we grant your request, you will be required to pay the Finance Charge shown above and sign a new Deferred Deposit Agreement. You will be required to pay your loan in full, including an additional Finance Charge, on the new due date. The terms of the extension, including the additional finance charge, will be described in the new Deferred Deposit Agreement. You agree to provide us a new check for the balance due on the new due date. The due date for any extension cannot be later than 60 days from the date the original loan was due.

Option to Rescind. You may cancel this loan without paying the Finance Charge. To do so, you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your check and cancel your loan.

Prepayment. You may prepay your Loan in full or in part with no additional charge. If you pay off early, you will not be entitled to a refund of any part of the finance charge. The finance charge constitutes a single charge for making the loan. Any partial payments you make will be applied first to fees and costs, then to finance charges, then to principal.

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