

**IN THE SUPREME COURT OF THE  
STATE OF NEVADA**

TITLEMAX OF NEVADA, INC., A  
NEVADA CORPORATION,

Appellant,

vs.

THE STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND  
INDUSTRY, FINANCIAL  
INSTITUTIONS DIVISION,

Respondent.

Supreme Court No. 69807  
District Court Case No. A719876  
Electronically Filed  
Aug 02 2016 03:44 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

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**JOINT APPENDIX  
(VOLUME I of III)  
(JA000001 – JA000199)**

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*Attorney for Respondent*

## INDEX TO JOINT APPENDIX IN CHRONOLOGICAL ORDER

| TAB | EXHIBIT DESCRIPTION  | DATE     | VOL. | PAGE NOS.              |
|-----|--|----------|------|------------------------|
| 1.  | Complaint  | 06/01/15 | I    | JA000001 –<br>JA000005 |
| 2.  | Initial Appearance Fee Disclosure<br>(NRS Chapter 19)  | 06/01/15 | I    | JA000006               |
| 3.  | Summons – Civil (Complaint)  | 06/11/15 | I    | JA000007 –<br>JA000012 |
| 4.  | Amended Complaint  | 09/17/15 | I    | JA000013 –<br>JA000016 |
| 5.  | Motion for Preliminary Injunction  | 09/23/15 | I    | JA000017 –<br>JA000043 |
| 6.  | Summons – Civil (Amended<br>Complaint and Motion for Preliminary<br>Injunction)  | 10/05/15 | I    | JA000044 –<br>JA000049 |
| 7.  | Motion to Dismiss for Failure to<br>Exhaust Administrative Remedies  | 10/06/15 | I    | JA000050 –<br>JA000070 |
| 8.  | Opposition to Motion for Preliminary<br>Injunction on Order Shortening Time  | 10/06/15 | I    | JA000071 –<br>JA000187 |
| 9.  | Amended Certificate of Service<br>(Motion to Dismiss for Failure to<br>Exhaust Administrative Remedies)                                  | 10/08/15 | I    | JA000188 –<br>JA000190 |
| 10. | Amended Certificate of Service<br>(Opposition to Motion for Preliminary<br>Injunction on Order Shortening Time)                          | 10/08/15 | I    | JA000191 –<br>JA000193 |
| 11. | Errata Providing the Complete Exhibit<br>B of Defendant's Opposition to<br>Motion for Preliminary Injunction on<br>Order Shortening Time | 10/08/15 | I    | JA000194 –<br>JA000199 |
| 12. | Reply in Support of the Motion for<br>Preliminary Injunction   | 10/09/15 | II   | JA000200 –<br>JA000230 |
| 13. | Motion for Summary Judgment  | 10/14/15 | II   | JA000231 –<br>JA000253 |
| 14. | Minute Order on Motion for<br>Preliminary Injunction   | 10/14/15 | II   | JA000253.1             |
| 15. | Errata to Plaintiff's Motion for<br>Preliminary Injunction and Motion for<br>Summary Judgment  | 10/26/15 | II   | JA000254 –<br>JA000281 |

| <b>TAB</b> | <b>EXHIBIT DESCRIPTION</b>  | <b>DATE</b> | <b>VOL.</b> | <b>PAGE NOS.</b>    |
|------------|---|-------------|-------------|---------------------|
| 16.        | Opposition to Motion to Dismiss for Failure to Exhaust Administrative Remedies  | 10/27/15    | II          | JA000282 – JA000314 |
| 17.        | Order Denying Motion for Preliminary Injunction   | 11/02/15    | II          | JA000315 – JA000316 |
| 18.        | Notice of Entry of Order Denying Motion for Preliminary Injunction  | 11/03/15    | II          | JA000317 – JA000321 |
| 19.        | Opposition to Motion for Summary Judgment   | 11/10/15    | II          | JA000322 – JA000386 |
| 20.        | Reply to Motion to Dismiss for Failure to Exhaust Administrative Remedies   | 12/04/15    | III         | JA000387 – JA000479 |
| 21.        | Reply Memorandum in Support of Motion for Summary Judgment  | 12/04/15    | III         | JA000480 – JA000489 |
| 22.        | Amended Certificate of Service (Reply Memorandum in Support of Motion for Summary Judgment)   | 12/08/15    | III         | JA000490 – JA000491 |
| 23.        | Transcript Re: Nevada Financial Institutions Division's Motion to Dismiss for Failure to Exhaust Administrative Remedies; Plaintiff's Motion for Summary Judgment | 12/09/15    | III         | JA000492 – JA000519 |
| 24.        | Minute Order on Motion to Dismiss and Motion for Summary Judgment   | 12/14/15    | III         | JA000520 – JA000521 |
| 25.        | Order Granting Motion to Dismiss for Failure to Exhaust Administrative Remedies and Order Denying Motion for Summary Judgment                                     | 02/03/16    | III         | JA000522 – JA000523 |
| 26.        | Notice of Entry of Order Granting Motion to Dismiss for Failure to Exhaust Administrative Remedies and Order Denying Motion for Summary Judgment                  | 02/03/16    | III         | JA000524 – JA000528 |
| 27.        | Notice of Appeal  | 02/12/16    | III         | JA000529 – JA000538 |
| 28.        | Case Appeal Statement   | 02/12/16    | III         | JA000539 – JA000543 |
| 29.        | Notice of Deficiency on Appeal to Nevada Supreme Court  | 02/17/16    | III         | JA000544            |
| 30.        | Notice of Posting Cost Bond on Appeal   | 02/22/16    | III         | JA000545 – JA000547 |
| 31.        | Request for Transcripts   | 04/06/16    | III         | JA000548 – JA000551 |

| TAB | EXHIBIT DESCRIPTION                   | DATE     | VOL. | PAGE NOS.              |
|-----|---------------------------------------|----------|------|------------------------|
| 32. | Notice of Representation of Defendant | 04/15/16 | III  | JA000552 –<br>JA000553 |

## INDEX TO JOINT APPENDIX IN ALPHABETICAL ORDER

| TAB | EXHIBIT DESCRIPTION  | DATE     | VOL. | PAGE NOS.           |
|-----|--|----------|------|---------------------|
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| 4.  | Amended Complaint  | 09/17/15 | I    | JA000013 – JA000016 |
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| 1.  | Complaint  | 06/01/15 | I    | JA000001 – JA000005 |
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|     |   |          |     |                        |
|-----|---|----------|-----|------------------------|
| 32. | Notice of Representation of Defendant   | 04/15/16 | III | JA000552 –<br>JA000553 |
| 8.  | Opposition to Motion for Preliminary Injunction on Order Shortening Time  | 10/06/15 | I   | JA000071 –<br>JA000187 |
| 19. | Opposition to Motion for Summary Judgment   | 11/10/15 | II  | JA000322 –<br>JA000386 |
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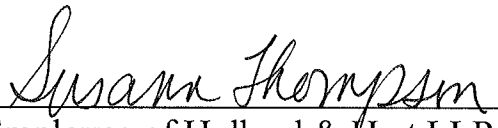
**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I electronically filed the forgoing **JOINT APPENDIX (VOLUME I OF III)** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system on August 2, 2016.

I further certify that all participants in this case are registered with the Supreme Court of Nevada's E-filing system, and that service has been accomplished to the following individuals through the Court's E-filing System:

Adam Paul Laxalt  
Attorney General  
David J. Pope  
Senior Deputy Attorney  
STATE OF NEVADA  
555 E. Washington Ave., Suite 3900  
Las Vegas, NV 89101  
Email: [dpope@agn.nv.gov](mailto:dpope@agn.nv.gov)

*Attorney for Respondent*

  
\_\_\_\_\_  
An Employee of Holland & Hart LLP

# DISTRICT COURT CIVIL COVER SHEET

County, Nevada  
Case No. A-15-719176-C Dept XXI  
(Assigned by Clerk's Office)

## I. Party Information (provide both home and mailing addresses if different)

|   |  |
|---|--|
| Plaintiff(s) (name/address/phone):<br>TITLEMAX OF NEVADA, INC., a Nevada Corporation  | Defendant(s) (name/address/phone):<br>State of Nevada, Department of Business and Industry Financial Institutions Division |
| Attorney (name/address/phone):<br>Patrick J. Reilly, Esq.<br>Holland & Hart, LLP<br>9555 Hillwood Drive, 2nd Floor<br>Las Vegas, Nevada 89134 | Attorney (name/address/phone):   |

## II. Nature of Controversy (please select the one most applicable filing type below)

### Civil Case Filing Types

|  |  |  |
|--|--|--|
| <b>Real Property</b><br><b>Landlord/Tenant</b><br><input type="checkbox"/> Unlawful Detainer<br><input type="checkbox"/> Other Landlord/Tenant<br><b>Title to Property</b><br><input type="checkbox"/> Judicial Foreclosure<br><input type="checkbox"/> Other Title to Property<br><b>Other Real Property</b><br><input type="checkbox"/> Condemnation/Eminent Domain<br><input type="checkbox"/> Other Real Property  | <b>Negligence</b><br><input type="checkbox"/> Auto<br><input type="checkbox"/> Premises Liability<br><input type="checkbox"/> Other Negligence<br><b>Malpractice</b><br><input type="checkbox"/> Medical/Dental<br><input type="checkbox"/> Legal<br><input type="checkbox"/> Accounting<br><input type="checkbox"/> Other Malpractice   | <b>Torts</b><br><b>Other Torts</b><br><input type="checkbox"/> Product Liability<br><input type="checkbox"/> Intentional Misconduct<br><input type="checkbox"/> Employment Tort<br><input type="checkbox"/> Insurance Tort<br><input type="checkbox"/> Other Tort  |
| <b>Probate</b><br><b>Probate</b> (select case type and estate value)<br><input type="checkbox"/> Summary Administration<br><input type="checkbox"/> General Administration<br><input type="checkbox"/> Special Administration<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Trust/Conservatorship<br><input type="checkbox"/> Other Probate<br><b>Estate Value</b><br><input type="checkbox"/> Over \$200,000<br><input type="checkbox"/> Between \$100,000 and \$200,000<br><input type="checkbox"/> Under \$100,000 or Unknown<br><input type="checkbox"/> Under \$2,500 | <b>Construction Defect &amp; Contract</b><br><b>Construction Defect</b><br><input type="checkbox"/> Chapter 40<br><input type="checkbox"/> Other Construction Defect<br><b>Contract Case</b><br><input type="checkbox"/> Uniform Commercial Code<br><input type="checkbox"/> Building and Construction<br><input type="checkbox"/> Insurance Carrier<br><input type="checkbox"/> Commercial Instrument<br><input type="checkbox"/> Collection of Accounts<br><input type="checkbox"/> Employment Contract<br><input type="checkbox"/> Other Contract | <b>Judicial Review/Appeal</b><br><b>Judicial Review</b><br><input type="checkbox"/> Foreclosure Mediation Case<br><input type="checkbox"/> Petition to Seal Records<br><input type="checkbox"/> Mental Competency<br><b>Nevada State Agency Appeal</b><br><input type="checkbox"/> Department of Motor Vehicle<br><input type="checkbox"/> Worker's Compensation<br><input type="checkbox"/> Other Nevada State Agency<br><b>Appeal Other</b><br><input type="checkbox"/> Appeal from Lower Court<br><input type="checkbox"/> Other Judicial Review/Appeal |
| <b>Civil Writ</b><br><b>Civil Writ</b><br><input type="checkbox"/> Writ of Habeas Corpus<br><input type="checkbox"/> Writ of Mandamus<br><input type="checkbox"/> Writ of Quo Warrant<br><input type="checkbox"/> Writ of Prohibition<br><input type="checkbox"/> Other Civil Writ   | <b>Other Civil Filing</b><br><b>Other Civil Filing</b><br><input type="checkbox"/> Compromise of Minor's Claim<br><input type="checkbox"/> Foreign Judgment<br><input checked="" type="checkbox"/> Other Civil Matters   |  |

Business Court filings should be filed using the Business Court civil coversheet.

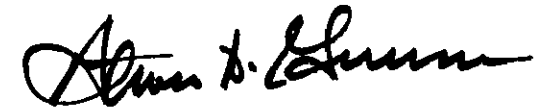
5-29-15

Date

Signature of initiating party or representative

See other side for family-related case filings.





CLERK OF THE COURT

**COMP**

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Nevada Bar No. 6103  
Joseph G. Went, Esq.  
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*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**COMPLAINT**

**Exempt from Arbitration—NAR 3(A)  
Action Seeking Declaratory Relief**

Plaintiff TitleMax of Nevada, Inc. dba TitleMax and/or TitleBucks ("TitleMax"), by and through its attorneys of record, the law firm of Holland & Hart LLP, for its Complaint against State of Nevada, Department of Business and Industry, Financial Institutions Division (the "FID"), hereby states and alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. TitleMax is an entity created pursuant to the laws of the State of Nevada and is authorized to do business in Clark County, Nevada.

2. The FID is an agency of the State of Nevada.

3. This Court has subject matter jurisdiction pursuant to Article VI of the Nevada Constitution, and personal jurisdiction over the FID in accordance with NRS 14.065, on the grounds that such jurisdiction is not inconsistent with the Nevada Constitution or the United

1 States Constitution, and in accordance with NRS 41.031, under which the State of Nevada  
2 waives its sovereign immunity.

3 4. Venue is proper in the Eighth Judicial District Court in accordance NRS 41.031.

4 **GENERAL ALLEGATIONS**

5 5. TitleMax is a lender licensed pursuant to NRS Chapter 604A and is a “licensee”  
6 within the meaning of NRS 604A.075.

7 6. TitleMax offers title loans to its borrowers.

8 7. Title loans are governed by NRS Chapter 604A and are regulated by the FID and  
9 its Commissioner.

10 8. In 2014, the FID conducted an examination of TitleMax.

11 9. After the completion of the examination, the FID issued reports of examination  
12 (collectively “ROEs”) covering statutory and regulatory compliance at TitleMax’s various retail  
13 stores located in the State of Nevada.

14 **INCORRECT CONCLUSIONS IN ROES RELATED TO NAC 604A.230**

15 10. The ROEs provided that TitleMax violated NAC 604A.230 whenever TitleMax  
16 allowed a co-borrower to be associated with said loan when that co-borrower not on the title of  
17 the vehicle.

18 11. The FID examiner concluded erroneously that the co-borrower was a “guarantor”  
19 and that TitleMax was violating NAC 604A.230.

20 12. When there is a co-borrower not listed on the title of the vehicle associated with  
21 said loan, the co-borrower becomes contractually bound as a principal obligor, and not as a  
22 guarantor.

23 13. Based on the examiner’s incorrect application of NAC 604A.230, the FID issued  
24 a “Needs Improvement” rating, thereby indicating that TitleMax had demonstrated less than  
25 satisfactory compliance in the examination.

26 14. TitleMax has no administrative remedy available to challenge the incorrect  
27 findings of fact or conclusions of law contained in the ROE, and no other opportunity to contest  
28 such findings or conclusions.

15. NAC 604A.230 does not prohibit the underwriting of a title loan with a co-borrower as a principal obligor.

**INCORRECT CONCLUSIONS IN ROEs RELATED TO**  
**NRS 604A.210 AND NRS 604A.445**

16. The ROEs provided that TitleMax violated NRS 604A.210 and NRS 604A.445 whenever a customer executed a grace period payment deferment agreement (the “Deferment Agreement”) on a 210-day installment loan.

17. The FID examiner’s conclusion was incorrect in determining that the foregoing constituted a violation of NRS 604A.210 and NRS 604A.445.

18. Based on the examiner’s incorrect understanding of the Deferment Agreement, the FID issued a “Needs Improvement” rating thereby indicating that TitleMax had demonstrated less than satisfactory compliance in the examination.

19. TitleMax has no administrative remedy available to challenge the incorrect findings of fact or conclusions of law contained in the ROE, and no other opportunity to contest such findings or conclusions.

**FIRST CLAIM FOR RELIEF**  
**(Declaratory Relief)**

20. TitleMax hereby repeats, realleges, and incorporates all of the allegations contained in the preceding paragraphs as though fully set forth herein.

21. A true and ripe controversy exists between TitleMax and the FID as to the interpretation and application of NRS 604A.210, NRS 604A.445, and NAC 604A.230, in particular as to whether TitleMax “violated” said statutes and regulation.

22. TitleMax seeks a declaration that an individual may be a co-borrower on a title loan without violating NAC 604A.230 when said individual is not listed on title of the vehicle associated with said loan.

23. TitleMax seeks a declaration that the Deferment Agreement does not violate NRS 604A.210 or NRS 604A.445.

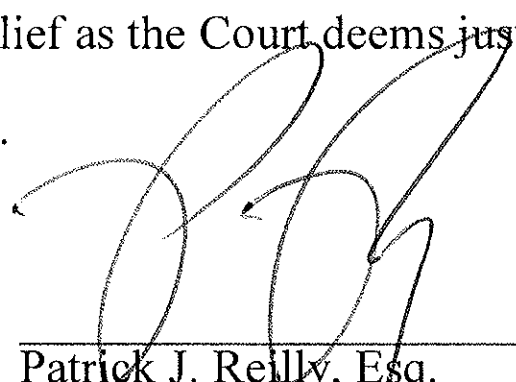
24. Declaratory relief is necessary to determine the foregoing rights, status, or other legal relations thereunder.

**PRAYER FOR RELIEF**

WHEREFORE, TitleMax demands judgment against Defendant as follows:

1. For declaratory relief as described herein; and
2. For such other and further relief as the Court deems just and proper.

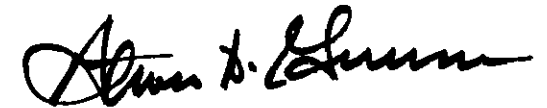
DATED this 29th day of May, 2015.



---

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Plaintiff*



CLERK OF THE COURT

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[preilly@hollandhart.com](mailto:preilly@hollandhart.com)

*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: **a- 15- 719176- C**

Dept. No.:

**INITIAL APPEARANCE FEE**  
**DISCLOSURE**

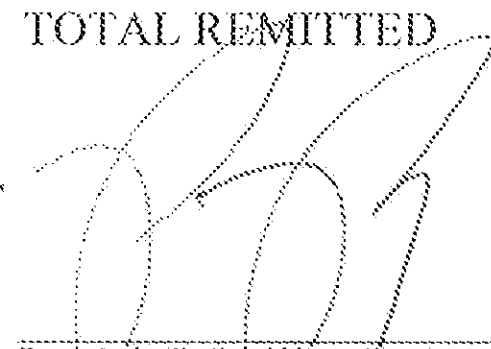
**(NRS CHAPTER 19)**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for  
parties appearing in the above-entitled action as indicated below:

TITLEMAX OF NEVADA, INC.,  
a Nevada corporation \$270.00

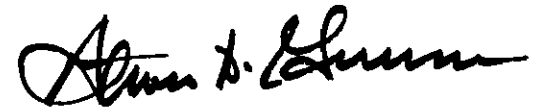
**TOTAL REMITTED \$270.00**

DATED this 29th day of May, 2015.



Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Plaintiff*



CLERK OF THE COURT

**SUMM**  
Patrick J. Reilly, Esq.  
Nevada Bar No. 6103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
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*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**

**TO THE DEFENDANT, STATE OF NEVADA, DEPARTMENT OF BUSINESS AND  
INDUSTRY FINANCIAL INSTITUTIONS DIVISION:** A civil Complaint has been filed by  
the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
on you, exclusive of the day of service, you must do the following:

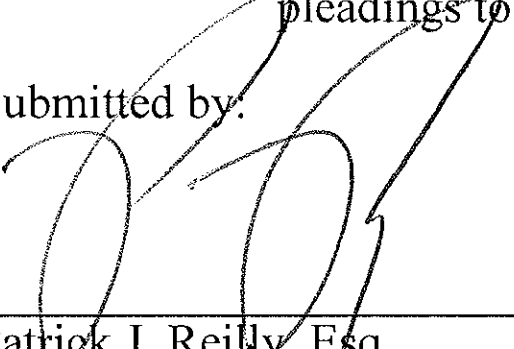
(a) File with the Clerk of this Court, whose address is shown below, a formal  
written response to the Complaint in accordance with the rules of the  
Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address

is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleadings to the Complaint.

Submitted by:

  
Patrick J. Reilly, Esq.  
Nevada Bar No. 6103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
*Attorneys for Plaintiff*

STEVEN D. GRIERSON  
CLERK OF COURT

By:

  
Deputy Clerk  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155  
Date  
**PATRICIA AZUCENA**

JUN - 1 2015

**NOTE:** When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

**AFFIDAVIT OF SERVICE**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received \_\_\_\_\_ copy(ies) of the Summons and Complaint, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and served the same on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by:

**(Affiant must complete the appropriate paragraph)**

1. Delivering and leaving a copy with the Defendant \_\_\_\_\_ at (state address) \_\_\_\_\_.
2. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the Defendant's usual place of abode located at: (state address) \_\_\_\_\_.

**[Use paragraph 3 for service upon agent, completing (a) or (b)]**

3. Serving the Defendant \_\_\_\_\_ by personally delivery and leaving a copy at (state address) \_\_\_\_\_.
  - (a) With \_\_\_\_\_ as \_\_\_\_\_, an agent lawfully designated by statute to accept service of process;
  - (b) With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):  
\_\_\_\_\_  
Ordinary mail  
\_\_\_\_\_  
Certified mail, return receipt requested



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\_\_\_\_\_ Registered mail, return receipt requested  
addressed to the Defendant \_\_\_\_\_ at the Defendant's  
last known address which is: (state address) \_\_\_\_\_  
\_\_\_\_\_.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
is true and correct.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of person making service

EIGHTH JUDICIAL DISTRICT COURT  
STATE OF NEVADA CLARK COUNTY

TITLEMAX OF NEVADA, INC., A  
NEVADA CORPORATION

Plaintiff,

Case No:A-15-719176-C

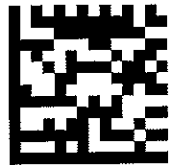
vs.

STATE OF NEVADA, DEPARTMENT  
OF BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

Defendant

DECLARATION OF SERVICE

STATE OF NEVADA  
COUNTY OF CARSON CITY ss.:



**WADE MORLAN**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States over 18 years of age, not a party to nor interested in the proceedings in which this affidavit is made.

The affiant received copy(ies) of the **SUMMONS; COMPLAINT; CIVIL COVER SHEET**, on **06/01/2015** and served the same on **06/02/2015** at **2:31 PM** by delivering and leaving a copy with:

**LULU GONZALEZ, OF THE OFFICE OF THE ATTORNEY GENERAL** who stated he/she is authorized to accept service on behalf of **STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY FINANCIAL INSTITUTIONS DIVISION**.

Service address: 100 N CARSON ST OFFICE OF THE ATTORNEY GENERAL CARSON CITY, NV 89701

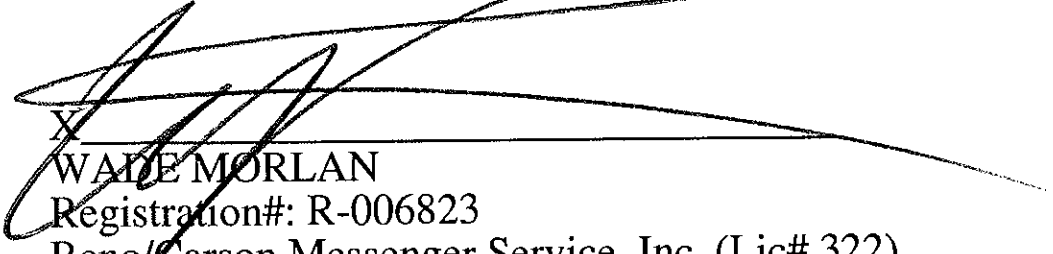
A description of **LULU GONZALEZ** is as follows:

| Sex             | Color of skin/race | Color of hair | Age   | Height  | Weight     |
|-----------------|--------------------|---------------|-------|---------|------------|
| Female          | Brown              | Black         | 20-30 | 5ft 5in | 141-150lbs |
| Other Features: |                    |               |       |         |            |

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 06/04/2015  
by WADE MORLAN

No Notary is Required per NRS 53.045

  
WADE MORLAN  
Registration#: R-006823  
Reno/Carson Messenger Service, Inc. (Lic# 322)  
185 Martin Street  
Reno, NV 89509  
775.322.2424  
Atty File#: 86413-0001



\*64152\*

JA000011

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

STATE OF NEVADA ) )

CASE NO.: A-15-7191765-C

SS: )

DEPT NO.: XII

COUNTY OF CLARK ) )

**AFFIDAVIT OF SERVICE**

(Name of person who served the documents, the "Affiant")

Michael E. Clarke #R-003972, being duly sworn, states that at all times herein Affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. Affiant is a licensed process server whose license number is stated below. That Affiant received a copy of the (list the documents) Summons & Complaint

on the 1st day of June, 2015. That Affiant personally served State of Nevada, Department of Business and Industry Financial Institutions Division with a copy of the above stated documents on the 8th day of June, 2015 at (time) 11:54 a.m.

(Check and complete option A, B or C)

☐ A. Delivering and leaving the documents with said party at (street address)

(city) (state) (zip)

☐ B. Delivering and leaving a copy with (first and last name of person that the documents were given to) who is a person of suitable age and discretion that lives with the above stated party at (street address)

(city) (state) (zip)


☒ C. Delivering and leaving a copy with Leonard J. Esterly

☐ registered agent, ☐ officer, ☐ general partner, ☐ member, ☐ manager, ☐ trustee, ☐ director or ☐ other (specify) Deputy Director, at (street address) 2785 East Desert Inn Road Suite 180

(city) Las Vegas (state) Nevada (zip)

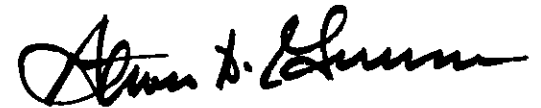
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this 8th day of June, 2015.



Signature of Affiant

Clark County Process Service, LLC dba CCPS LV  
720 E. Charleston Blvd. Suite 135  
Las Vegas, Nevada 89104  
State License #2031C



CLERK OF THE COURT

1 **ACOM**  
Patrick J. Reilly, Esq.  
2 Nevada Bar No. 6103  
Joseph G. Went, Esq.  
3 Nevada Bar No. 9220  
HOLLAND & HART LLP  
4 9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
5 Tel: (702) 669-4600  
Fax: (702) 669-4650  
6 Email: [preilly@hollandhart.com](mailto:preilly@hollandhart.com)  
[jgwent@hollandhart.com](mailto:jgwent@hollandhart.com)

7 *Attorneys for Plaintiff*

8  
9  
10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

13 Plaintiff,

14 vs.

15 STATE OF NEVADA, DEPARTMENT OF  
16 BUSINESS AND INDUSTRY FINANCIAL  
17 INSTITUTIONS DIVISION,

18 Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**AMENDED COMPLAINT**

**Arbitration Exemption Claimed—  
Declaratory Relief and Action Seeking  
Extraordinary Relief**

19 Plaintiff TitleMax of Nevada, Inc. dba TitleMax and/or TitleBucks ("TitleMax"), by and  
20 through its attorneys of record, the law firm of Holland & Hart LLP, for its Amended Complaint  
21 against State of Nevada, Department of Business and Industry, Financial Institutions Division  
22 (the "FID"), hereby states and alleges as follows:

23 **PARTIES, JURISDICTION, AND VENUE**

24 1. TitleMax is an entity created pursuant to the laws of the State of Nevada and is  
25 authorized to do business in Clark County, Nevada.

26 2. The FID is an agency of the State of Nevada.

27 3. This Court has subject matter jurisdiction pursuant to Article VI of the Nevada  
28 Constitution, and personal jurisdiction over the FID in accordance with NRS 14.065, on the

1 grounds that such jurisdiction is not inconsistent with the Nevada Constitution or the United  
2 States Constitution, and in accordance with NRS 41.031, under which the State of Nevada  
3 waives its sovereign immunity.

4 4. Venue is proper in the Eighth Judicial District Court in accordance NRS 41.031.

5 **GENERAL ALLEGATIONS**

6 5. TitleMax is a lender licensed pursuant to NRS Chapter 604A and is a “licensee”  
7 within the meaning of NRS 604A.075.

8 6. TitleMax offers title loans to its borrowers.

9 7. Title loans are governed by NRS Chapter 604A and are regulated by the FID and  
10 its Commissioner.

11 8. In 2014, the FID conducted an examination of TitleMax.

12 9. After the completion of the examination, the FID issued reports of examination  
13 (collectively “ROEs”) covering statutory and regulatory compliance at TitleMax’s various retail  
14 stores located in the State of Nevada.

15 **INCORRECT CONCLUSIONS OF LAW IN ROES RELATED TO NAC 604A.230**

16 10. The ROEs provided that TitleMax violated NAC 604A.230 whenever TitleMax  
17 allowed a co-borrower to be associated with said loan when that co-borrower not on the title of  
18 the vehicle.

19 11. The FID examiner concluded erroneously that the co-borrower was a “guarantor”  
20 and that TitleMax was violating NAC 604A.230.

21 12. When there is a co-borrower not listed on the title of the vehicle associated with  
22 said loan, the co-borrower becomes contractually bound as a principal obligor, and not as a  
23 guarantor.

24 13. Based on the examiner’s incorrect interpretation of NAC 604A.230, the FID  
25 issued a “Needs Improvement” rating, thereby indicating that TitleMax had demonstrated less  
26 than satisfactory compliance in the examination.

27 14. NAC 604A.230 does not prohibit the underwriting of a title loan with a co-  
28 borrower as a principal obligor.

1           15.     In 2015, the FID conducted another examination of TitleMax. The FID has  
2     advised that it intends forthwith to issue an “Unsatisfactory” rating in this year’s ROE based  
3     upon the exact same legal issue.

4           16.     The FID has further advised that, after the issuance of an “Unsatisfactory” rating,  
5     the FID intends to refer TitleMax to the Attorney General for enforcement.

6                     **INCORRECT CONCLUSIONS OF LAW IN ROEs RELATED TO**  
7                     **NRS 604A.210 AND NRS 604A.445**

8           17.     The ROEs provided that TitleMax violated NRS 604A.210 and NRS 604A.445  
9     whenever a customer executed a grace period payment deferment agreement (the “Deferment  
10    Agreement”) on a 210-day installment loan.

11          18.     The FID examiner’s legal conclusion was incorrect in determining that the  
12    foregoing constituted a violation of NRS 604A.210 and NRS 604A.445, based upon an incorrect  
13    reading of these statutes.

14          19.     Based on the examiner’s incorrect interpretation of the foregoing statutes, the FID  
15    issued a “Needs Improvement” rating thereby indicating that TitleMax had demonstrated less  
16    than satisfactory compliance in the examination.

17          20.     In 2015, the FID conducted another examination of TitleMax. The FID has  
18    advised that it intends to issue forthwith an “Unsatisfactory” rating in this year’s ROE based  
19    upon the exact same legal interpretation.

20          21.     The FID has further advised that, after the issuance of an “Unsatisfactory” rating,  
21    the FID intends to refer TitleMax to the Attorney General for enforcement.

22                     **FIRST CLAIM FOR RELIEF**  
23                     **(Declaratory Relief)**

24          22.     TitleMax hereby repeats, realleges, and incorporates all of the allegations  
25    contained in the preceding paragraphs as though fully set forth herein.

26          23.     A true and ripe controversy exists between TitleMax and the FID as to the  
27    interpretation of NRS 604A.210, NRS 604A.445, and NAC 604A.230, which led to the FID’s  
28    conclusion that TitleMax “violated” said statutes and regulation.

1           24.     TitleMax seeks a declaration that an individual may be a co-borrower on a title  
2 loan without violating NAC 604A.230 when said individual is not listed on title of the vehicle  
3 associated with said loan.

4           25.     TitleMax seeks a declaration interpreting NRS 604A.210 and NRS 604A.445, as  
5 referenced herein.

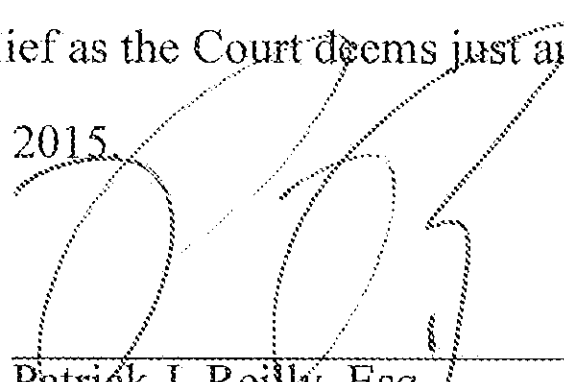
6           26.     Declaratory relief is necessary to determine the foregoing rights, status, or other  
7 legal relations thereunder.

8                               PRAYER FOR RELIEF

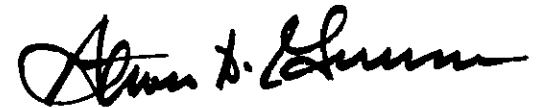
9           WHEREFORE, TitleMax demands judgment against Defendant as follows:

- 10           1.     For declaratory relief as described herein;
- 11           2.     For preliminary and permanent injunctive relief enjoining the FID from  
12 imposing or seeking to impose discipline based upon alleged violations of NRS 604A.210,  
13 NRS 604A.445, and NAC 604A.230, in particular as to whether TitleMax "violated" said  
14 statutes and regulation; and
- 15           3.     For such other and further relief as the Court deems just and proper.

16           DATED this 17th day of September, 2015.

17  
18  
19                                 
20                               Patrick J. Reilly, Esq.  
21                               Joseph G. Went, Esq.  
22                               HOLLAND & HART LLP  
23                               9555 Hillwood Drive, Second Floor  
24                               Las Vegas, Nevada 89134

25                               *Attorneys for Plaintiff*  
26  
27  
28



CLERK OF THE COURT

**MPRI**  
Patrick J. Reilly, Esq.  
Nevada Bar No. 6103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
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[jgwent@hollandhart.com](mailto:jgwent@hollandhart.com)

*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

**EX PARTE APPLICATION FOR ORDER  
SHORTENING TIME AND ORDER  
THEREON**

Plaintiff TitleMax of Nevada, Inc. dba TitleMax and/or TitleBucks ("TitleMax"), by and through its attorneys of record, the law firm of Holland & Hart LLP, hereby submit this Motion for Preliminary Injunction to preliminarily restrain and enjoin Defendant State of Nevada, Department of Business and Industry Financial Institutions Division ("FID") from pursuing disciplinary action against TitleMax based upon alleged violations of statutes and/or regulations that are the subject of this litigation.

///

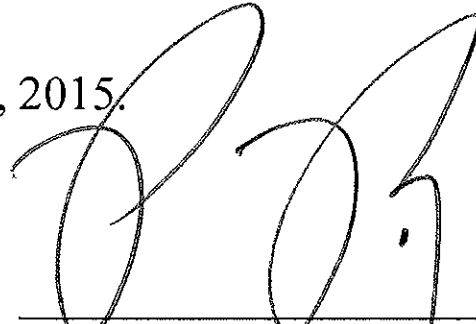
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1 This Motion is based upon the attached Memorandum of Points and Authorities, the  
2 Affidavit of Nicole E. Lovelock, Esq., the Declaration of Carrie E. Carbone attached hereto as  
3 **Exhibit 1**, the papers and pleadings on file herein, and the evidence and any oral argument that  
4 may be allowed at the evidentiary hearing.

5 DATED this 17th day of September, 2015.



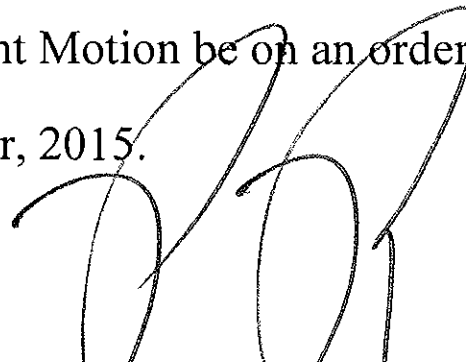
Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Plaintiff*

12  
13 **EX PARTE APPLICATION FOR ORDER SHORTENING TIME**

14 As set forth in the Affidavit of Nicole E. Lovelock, Esq. below, good cause exists to hear  
15 the TitleMax's Motion for Preliminary Injunction on shortened notice. In the event that the FID  
16 remains unrestrained, TitleMax will be irreparably harmed, which can include suspension or  
17 revocation of its license, and money damages would be insufficient to remedy said harm.  
18 Accordingly, it is imperative that the instant Motion be on an order shortening time.

19 DATED this 17th day of September, 2015.



Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Plaintiff*

**AFFIDAVIT OF NICOLE E. LOVELOCK, ESQ. IN SUPPORT OF  
EX PARTE APPLICATION FOR ORDER SHORTENING TIME  
AND  
MOTION FOR PRELIMINARY INJUNCTION**

I, Nicole E. Lovelock, Esq., having been duly sworn, depose and state as follows:

1. I am an attorney with the law firm of Holland & Hart, counsel for Plaintiff. I am duly admitted to practice law in the State of Nevada. I have personal knowledge of the matters stated herein and would be competent to testify thereto if called upon to do so.

2. I have spoken with counsel of the FID and requested that the FID agree to not pursue any disciplinary action against TitleMax based upon alleged violations of statutes and/or regulations that are the subject of this litigation.

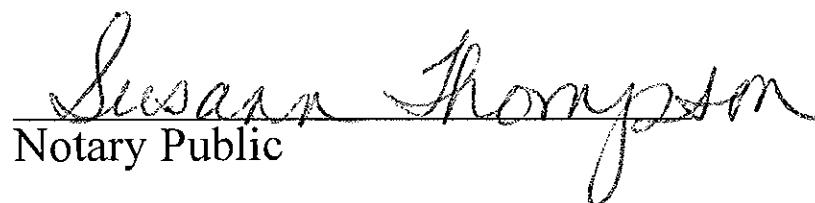
3. Counsel for the FID responded that it needed time to discuss with their client before making such a commitment. After weeks of waiting, I was told unequivocally on September 17, 2015, that the FID would not agree to refrain from taking disciplinary action against TitleMax during the pendency of this action.

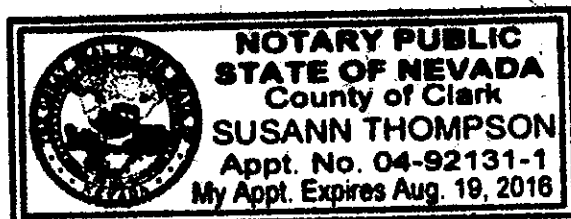
4. TitleMax requests an order shortening time, given that the FID has not committed to seeking discipline against TitleMax pending resolution of this matter, which solely seeks declaratory relief relating to the interpretation of certain provisions of NRS Chapter 604A and NAC Chapter 604A.

DATED this 17th day of September 2015.

  
NICOLE E. LOVELOCK, ESQ.

SIGNED and SWORN to before me  
on this 17th day of September 2015.

  
Notary Public



**ORDER SHORTENING TIME**

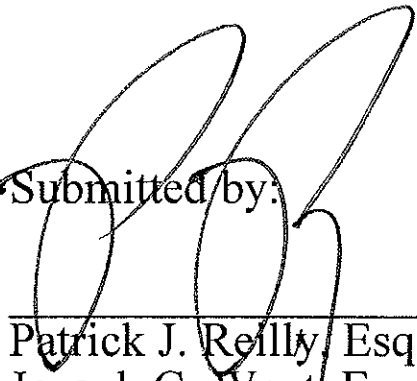
Having considered Plaintiff's *Ex Parte* Motion for Order Shortening Time, and good cause appearing,

IT IS HEREBY ORDERED that **PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** shall come for hearing on the 14<sup>th</sup> day of October, 2015, at 9:30 a.m./~~p.m.~~ in Department XXI of the above-entitled Court. Opposition briefs shall be filed and served no later than October 6, 2015, and any reply brief shall be filed and served no later than October 12, 2015.

DATED this <sup>21<sup>st</sup></sup> ~~14<sup>th</sup>~~ day of September 2015.

  
DISTRICT COURT JUDGE 

Submitted by:

  
Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Plaintiff*

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF  
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

**I.**

**INTRODUCTION**

This is an action for declaratory relief in which TitleMax seeks from this Court an interpretation as to NRS 604A.210, NRS 604A.445, and NAC 604A.230. TitleMax does not seek money damages from the FID. Nor does it even seek attorney's fees and costs in this matter. Yet, since the filing of this action, the FID has alluded to instituting disciplinary action against TitleMax, even though the FID's sole dispute with TitleMax arises from the legal interpretation of the three rules before the Court. Accordingly, TitleMax seeks a preliminary injunction against the

1 commencement of administrative enforcement pending an interpretation from this Court on the  
2 meaning of these three rules.

3 **II.**

4 **STATEMENT OF FACTS**

5 **A. The Parties.**

6 The FID is an agency of the State of Nevada with regulatory authority over loans made  
7 pursuant to NRS Chapter 604A. *See generally* NRS 604A.400 *et seq.* TitleMax is a lender  
8 licensed pursuant to NRS Chapter 604A and is a “licensee” within the meaning of NRS 604A.075.  
9 Exhibit 1. TitleMax thus offers title loans to its borrowers, which are governed by NRS Chapter  
10 604A and are regulated by the FID and its Commissioner. *Id.*

11 **B. The FID’s Regulatory Authority.**

12 The FID has significant enforcement power. Under NRS 604A.700 *et seq.*, the FID has the  
13 power to conduct examinations, review documents, examine witnesses, and provide reports of  
14 examination. Significantly, if the FID has “reasonable cause to believe that any person is  
15 violating or is threatening or intends to violate any provision” of NRS Chapter 604A, it may either  
16 temporarily suspend or permanently revoke a license. NRS 604A.800. Suspension may take place  
17 on only five (5) days’ written notice. *Id.*

18 **C. Examinations of TitleMax and the Legal Dispute Between the Parties.**

19 This dispute does not involve the breaking of well-worn black and white rules. Rather, this  
20 declaratory relief action involves a mere dispute over the interpretation of two statutes and one  
21 regulation. The FID has gone from giving TitleMax a “Needs Improvement” rating in 2014 to an  
22 “Unsatisfactory” rating in 2015, with a threat of immediate discipline. Notably, the  
23 “Unsatisfactory” rating and the threat of discipline came **after** TitleMax commenced this action  
24 seeking declaratory relief. It is unclear at this time whether the FID’s escalated “Unsatisfactory”  
25 rating is in retaliation for TitleMax’s commencement of this lawsuit.

26 Specifically, in 2014, the FID conducted an examination of TitleMax and issued reports of  
27 examination (collectively the “2014 ROEs”) covering statutory and regulatory compliance at  
28 TitleMax’s various retail stores located in the State of Nevada. Exhibit 1. In the 2014 ROEs, the

1 FID stated that TitleMax was in violation of NRS 604.210, NRS 604.445, and NAC 604A.230. *Id.*  
2 Based upon the examiner's incorrect application of NRS 604.210, NRS 604.445, and NAC  
3 604A.230, the FID issued a "Needs Improvement" rating, thereby indicating that TitleMax had  
4 demonstrated less than satisfactory compliance in the examination. *Id.* TitleMax disagreed with  
5 the FID's findings and filed the instant action to settle the disputes over the interpretation of NRS  
6 604.210, NRS 604.445, and NAC 604A.230, which resulted in the alleged violations. *Id.*

7 While this case was pending, the FID issued reports of examination for 2015 and again  
8 found that TitleMax was in violation NRS 604.210, NRS 604.445, and NAC 604A.230. The FID  
9 provided that TitleMax's rating was deemed "Unsatisfactory" and that TitleMax "may be subject  
10 to disciplinary action due to the nature of the violations."

11 **1. The Alleged Violations of NAC 604A.230.**

12 TitleMax allows co-borrowers to be on a title loan. The FID alleged that TitleMax  
13 violated NAC 604A.230(1)(a) anytime a co-borrower was not listed on title of the vehicle  
14 associated with said loan. Yet, as set forth below, to be successful, the FID would have to  
15 persuade this Court to ignore basic surety law and deem that a co-borrower and a guarantor are one  
16 and the same in the eyes of the law.

17 **2. The Alleged Violations of NRS 604A.210 and NRS 604A.445.**

18 TitleMax offers a 210-day simple interest installment loan product, which the FID  
19 agrees complies with the applicable statutes and regulations. Exhibit 1. At the time of making the  
20 loan, TitleMax unilaterally offers each borrower under the installment loan a grace period of  
21 deferment gratuitously (without additional charge) pursuant to the terms of a Grace Period  
22 Payments Deferment Agreement (the "Grace Period Agreement"). Attached hereto as **Exhibit 2** is  
23 a true and correct copy of the Grace Period Agreement.

24 TitleMax has a policy of working with borrowers and giving them every  
25 opportunity to fulfill their contractual obligations and thus avoid defaults. Exhibit 1. Indeed, it is  
26 the goal for TitleMax for each customer to repay the loan, not for TitleMax to repossess any motor  
27 vehicle collateral that secures the repayment of the loan. *Id.* As such, TitleMax has adopted  
28 customer-friendly policies to allow borrowers grace periods without additional charge. *Id.*

TitleMax assesses no additional charges or additional interest as a condition to or a requirement of the grace period, but the borrower is required to pay during the grace period interest on the unpaid principal at the same annual rate to which the borrower originally agreed in the loan agreement.

*Id.* The Grace Period Agreement provides:

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on (“Loan Agreement.”) Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a “Grace Period” which is a **gratuitous period of payments deferment**. You agree that we are offering you a “Grace Period” and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a “Grace Period” it is not an “extension” as defined in NRS. 604A.065. Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, **we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.**

Exhibit 2 (emphasis added). Under the Grace Period Agreement (and the original loan agreement), the borrower has the right to prepay without penalty.

In addition, the Grace Period Agreement obtains each borrower’s written acknowledgement and agreement that simple interest continues to accrue as set forth in the loan agreement. Specifically, it provides:

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the “Finance Charge” disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. **The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable.** The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of

Exhibit 2.

Even though the law does not require a grace period, TitleMax offers a grace period at the outset of the loan for a variety of reasons. The “grace period” policy allows borrowers the opportunity to elect to reduce their monthly payment obligations and enables them to make informed decisions about their cash flow throughout the loan process. Exhibit 1. Indeed, one of the benefits a borrower may receive in entering into a Grace Period Agreement is that the monthly payment for the borrower is lower than originally scheduled under the loan agreement. *Id.* As described in the excerpt from the Grace Period Agreement included in the immediately preceding paragraph, borrowers who repay these simple interest loans under an extended repayment schedule as compared to the original repayment schedule in the loan agreement, and who opt not to make principal payments during the grace period, ultimately will pay more interest in the aggregate.

While paying down debt has its obvious benefits, it is equally important for many borrowers to reduce monthly payment obligations. *Id.* Thus, many of TitleMax's borrowers view

1 the reduction in the monthly payment and resulting “cash flow cushion or margin” created thereby,  
2 as not only valuable option, but also a benefit not afforded by others in the market. *Id.*

3 TitleMax only makes available its “grace period” program for those borrowers not  
4 currently in default and who want such option. Exhibit 1. TitleMax does not seek to change the  
5 terms of the loan, does not impose charges or “additional” interest as a condition to or as a  
6 requirement of extending the grace period, and does not exact other concessions, as a traditional  
7 lender might when it extends or refinances a loan. *Id.*

8 Borrowers may also make their payments as originally scheduled, even though they  
9 have entered into a Grace Period Agreement. *Id.* Borrowers may pay their loans off early, thereby  
10 reducing the overall interest paid, and TitleMax charges no type of prepayment penalty for early  
11 repayment. *Id.* Likewise, borrowers always maintain a right to make payments under a  
12 repayment plan under NRS 604A.475. TitleMax fully complies with NRS 604A.475 for those  
13 customers requesting a repayment plan after default.

14 Despite the foregoing, the FID found that TitleMax’s offering of the grace period  
15 violated NRS 604A.210 and 604.A445. The FID seemingly ignores that TitleMax offers the grace  
16 period gratuitously, without additional charge, and without additional interest.

17 In taking its position, the FID has taken its authority too far. It has effectively  
18 rewritten NRS 604A.210(2) to suit its own agenda, in contradiction of the statute’s legislative  
19 history. As a result, this case is not just about the interpretation of certain provisions of Nevada  
20 law—it also is about the separation of powers. It is about the power of the Legislature to write  
21 laws. And, equally important, it is about the inability of the executive and judicial branch to  
22 rewrite laws which they want to change.

23 While this Court interprets the law, TitleMax requests that the Court issue a  
24 preliminary injunction to maintain the *status quo ante*. The FID has the authority to suspend and  
25 revoke TitleMax’s license on short notice, and has stated its intention to commence administrative  
26 action against TitleMax—all over the interpretation of laws that are the very subject matter of this  
27 lawsuit. The FID should be prevented from doing so until this Court renders a decision  
28 interpreting these laws.



III.

LEGAL ANALYSIS

A. Legal Standard.

Rule 65 of the Nevada Rules of Civil Procedure and NRS 33.010 govern the issuance of injunctions. As the Nevada Supreme Court has explained, injunctions are issued to protect plaintiffs from irreparable injury and to preserve the court's power to render a meaningful decision after a trial on the merits. See *Ottenheimer v. Real Estate Div.*, 91 Nev. 338, 535 P.2d 1284 (1975). A preliminary injunction may be granted "when it appears by the complaint that the plaintiff is entitled to the requested relief, and such relief or any part thereof consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually." NRS 33.010. Generally, "[a] preliminary injunction is available if an applicant can show a likelihood of success on the merits and a reasonable probability that the non-moving party's conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is an inadequate remedy." *Dangberg Holdings Nevada, L.L.C. v. Douglas Cty.*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999) (citing *Pickett v. Comanche Constr., Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992)). The court may also consider the balance of hardships between the parties. See *Clark Cty. Sch. Dist. v. Buchanan*, 112 Nev. 1146, 924 P.2d 716 (1996).

The decision whether to grant a preliminary injunction is within the sound discretion of the district court, whose decision will not be disturbed on appeal absent an abuse of discretion. *Number One Rent-A-Car v. Ramada Inns*, 94 Nev. 779, 781, 587 P.2d 1329, 1330 (1978). The Court may properly enter an injunction to restore the *status quo* and to undo wrongful conditions. *Memory Gardens of Las Vegas, Inc. v. Pet Ponderosa Memorial Gardens, Inc.*, 88 Nev. 1, 492 P.2d 123, 124 (1972); *Leonard v. Stoebling*, 102 Nev. 543, 728 P.2d 1358, 1363 (1986).

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1     **B.     A Preliminary Injunction Should Be Issued to Enjoin the FID From Pursuing**  
2     **Disciplinary Action Against TitleMax.**

3             The Court should immediately enjoin the FID from pursuing disciplinary action against  
4     TitleMax based upon the alleged violations that are the subject of this litigation. TitleMax should  
5     not be forced to risk its very license merely to obtain an interpretation of the law by this Court. As  
6     discussed *infra*, TitleMax has established that all the requirements have been met and that a  
7     preliminary injunction should be issued without delay to maintain the *status quo ante* until this  
8     Court has rendered a decision on the appropriate interpretation of the disputed statutes and  
9     regulation.

10            1.     *TitleMax Will Suffer Irreparable Injury if the Status Quo Ante Is Not*  
11                    *Maintained.*

12             With the FID finding that TitleMax violated statutory and regulatory provisions, the  
13     FID has the ability to **immediately** seek discipline against TitleMax and plainly stated that it will  
14     not agree to refrain from taking any disciplinary action. For instance, the FID may suspend  
15     TitleMax's license pursuant to NRS 604A.800 while it seeks to revoke TitleMax's license, or the  
16     FID may seek to revoke TitleMax's license with a hearing on just twenty-days' notice pursuant to  
17     NRS 604A.820. The FID may even immediately force TitleMax to change its business model to  
18     comply with the FID's interpretation of the applicable statutes and regulation pursuant to NRS  
19     604A.810. This very real threat of harm warrants the issuance of a preliminary injunction to  
20     preserve the *status quo ante*.

21             While the FID has a variety of options at its disposal, any single enforcement action  
22     would interfere with TitleMax's business, which constitutes irreparable injury. The Nevada  
23     Supreme Court has repeatedly maintained that there would be an irreparable injury to a business  
24     when an act unreasonably interferes with the business or destroy its credits or profits. *See, e.g.,*  
25     *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986); *State*,  
26     *Dept. of Business and Industry, Financial Institutions Div. v. Nevada Ass'n Services*, 128 Nev.  
27     Adv. Op. 34, 294 P.3d 1223 (2012); *Finkel v. Cashman Professional, Inc.*, 128 Nev. Adv. Op. 6,  
28

1 270 P.3d 1259 (2012). Because TitleMax will suffer immediate, irreparable harm if the FID takes  
2 any disciplinary action against TitleMax, injunctive relief is warranted.

3 **2. *The Threatened Injury To TitleMax Outweighs Any Inconvenience The Proposed***  
4 ***Injunction May Cause the FID.***

5 In considering whether to issue a preliminary injunction, courts will also weigh the  
6 potential hardship to the relative parties and others. University & Community College Sys. of Nev.,  
7 120 Nev. 712, 721, 100 P.3d 179, 187 (2004). Here, the potential hardships clearly weigh in favor  
8 of granting TitleMax's requested injunctive relief. As discussed above, TitleMax will endure  
9 substantial hardships if the FID is not enjoined—it could be shut down outright. Yet, the right to  
10 carry on a lawful business is a property right and this property right should not be stripped from  
11 TitleMax by an overly aggressive government entity. Guion v. Terra Mktg. of Nev., Inc., 90 Nev.  
12 237, 240, 523 P.2d 847, 848 (1974) (“The right to carry on a lawful business is a property right”  
13 and acts which interfere with that will be restrained.).

14 This far outweighs any short-term inconvenience to the FID. As this is a  
15 declaratory relief action, no discovery is anticipated. TitleMax intends to move for summary  
16 judgment in its favor, and anticipates the FID will do the same, with both parties asking this Court  
17 for an interpretation of the law, nothing more. TitleMax does not seek money damages, or even  
18 attorney's fees or costs, greatly simplifying this action and shortening the length of time it will take  
19 to adjudicate it.

20 Indeed, in direct contravention to losing a property right, the FID's interest is  
21 minimal at most. Although the FID certainly has an interest in protecting Nevada citizens, there is  
22 no immediate threat to any citizen and neither the FID, nor the public, will suffer any harm to  
23 maintain the *status quo ante* until the Court resolves the parties dispute. Thus, the Court should  
24 issue the preliminary injunction.

25 **3. *TitleMax Has a Reasonable Likelihood of Success on the Merits.***

26 In order to obtain a preliminary injunction, a party must establish that it has a  
27 reasonable likelihood of prevailing on the merits of the case. See Dixon v. Thatcher, 103 Nev. 41,  
28 415, 742 P.2d 1029, 1029 (1987). Here, TitleMax has a strong likelihood of prevailing on its

1 declaratory relief claims. Indeed, it is obvious that the FID is rewriting law under the guise of  
2 “interpretation.”

3           **a. TitleMax is Likely To Succeed on Its Declaratory Relief Claim**  
4           **Regarding NAC 604A.230(1)(a).**

5 TitleMax seeks a declaration from this Court that an individual may be a co-borrower on a  
6 title loan without violating NAC 604A.230(1)(a) when said individual is not listed on title of the  
7 vehicle associated with said loan. The FID has deemed there is a violation of NAC  
8 604A.230(1)(a) whenever a co-borrower on a title loan is not on the vehicle’s title. The rule states  
9 simply that:

10           1. A licensee shall not:

11                           (a) Require or accept a guarantor to a transaction entered into with a  
12                           customer.

13 NAC 604A.230(1)(a)(emphasis added). This provision is unambiguous and must be interpreted  
14 according to its plain language, which only prohibits having a guarantor on a title loan. Nothing  
15 more. NAC 604A.230(1)(a) has no application to co-borrowers. As set forth *infra*, TitleMax has a  
16 strong likelihood of prevailing on this declaratory relief action, which warrants an order enjoining  
17 the FID from taking action against TitleMax on this alleged violation.

18           First, there is no express prohibition in NRS Chapter 604A or the accompanying  
19 regulations that prohibit co-borrowers from obtaining a title loan. Moreover, because NAC  
20 604A.230(1)(a) is absolutely silent on the issue of co-borrower, it is bewildering to imagine how  
21 the existence of a co-borrower could violate NAC 604A.230(1)(a).

22           It is a basic tenet of statutory interpretation that an unambiguous provision must be  
23 interpreted according to its plain meaning. *See, e.g., We The People Nev. ex rel. Angle v. Miller*,  
24 124 Nev. 874, 881, 192 P.3d 1166, 1170 (2008) (explaining that this court interprets unambiguous  
25 language “in accordance with its plain meaning”); *State Dep’t of Ins. v. Humana Health, Ins.*, 112  
26 Nev. 356, 360 (1999). It is clear that NAC 604A.230 only prohibits “a guarantor” from  
27 guaranteeing a title loan. The FID cannot add a separate or additional meaning to this plain and  
28 clear regulation. Indeed, when interpreting the plain language of a statute, Nevada courts

1 “presume that the Legislature intended to use words in their usual and natural meaning.” *McGrath*  
2 *v. Dep’t of Public Safety*, 123 Nev. 120, 123, 159 P.3d 239, 241 (2007). Thus, the existence of a  
3 co-borrower cannot trigger a violation of NAC 604A.230(1)(a).

4 Because of this regulation’s silence as to co-borrowers, for the FID to claim that there is a  
5 violation of NAC 604A.230(1)(a) whenever a co-borrower on a title loan is not on the vehicle’s  
6 title, the FID must ignore basic legal principles of sureties and treat co-borrowers and guarantors  
7 as one and the same. This is an absurd reading of the regulation and must be rejected—a co-  
8 borrower is not a guarantor under the law.

9 The most poignant difference between a co-borrower and a guarantor is a co-borrower is a  
10 principal obligor, while a guarantor is a secondary obligor. *See, e.g.*, Restatement (Third) of  
11 Suretyship & Guaranty §15. A co-borrower is primarily liable on the loan **and whether his or her**  
12 **fellow debtor defaults or has defenses is not pertinent to his or her obligation to repay.** A  
13 guarantor, on the other hand, is not liable at all, **unless the principal obligor defaults.** Indeed, to  
14 collect on a guaranty, a lender would have to prove the default by the underlying borrower, which,  
15 of course, is not the case with the co-borrower arrangement. *See, e.g.*, Restatement (Third) of  
16 Suretyship & Guaranty § 22. These distinctions between a co-obligor and a guarantor render the  
17 FID’s position erroneous.

18 As a matter of law, there cannot be a violation of NAC 604A.230(1)(a) based upon the  
19 mere existence of a co-borrower, which is fatal to the FID’s interpretation of the regulation. Thus,  
20 TitleMax will likely succeed on declaratory relief claim and the Court should enjoin the FID from  
21 pursuing disciplinary action against TitleMax based upon the alleged violations that are the subject  
22 of this litigation.

23 **b. TitleMax is Likely To Succeed on Its Declaratory Relief Claim**  
24 **Regarding NRS 604A.210 and NRS 604A.445.**

25 TitleMax is also likely to prevail on its declaratory relief claim that it is not a violation of  
26 NRS 604A.210 or NRS 604A.445 when the continued accrual of contractual simple interest occurs  
27 during a grace period. As set forth above, TitleMax does not impose any fees or charges as a  
28 condition to or as a requirement of granting a grace period, and does not charge any additional fees

1 or additional interest on the outstanding principal balance of the loan during such a grace period –  
2 interest merely continues to accrue at the originally contracted annual rate. Exhibit 1. In fact, the  
3 grace period is offered unilaterally at the outset of the loan, and is contained in the original loan  
4 agreement language—the customer merely needs to take advantage of it—there is nothing  
5 “additional” about the grace period. Yet, despite these undisputed facts, the FID contends that  
6 TitleMax violated NRS 604A.210 and 604A.445.

7 The FID has taken the position that a licensee is prohibited from charging any interest  
8 whatsoever during a grace period and, if it does charge interest during a grace period then it  
9 violates NRS 604A.445, which limits the term of a title loan. The FID’s position is not supported  
10 by law. The alleged statute violated, NRS 604A.210, provides:

11 The provisions of this chapter do not prohibit a licensee from offering a customer a  
12 grace period on the repayment of a loan or an extension of a loan, except that the  
licensee shall not charge the customer:

- 13 1. Any fees for granting such a grace period; or
- 14 2. Any additional fees or additional interest on the outstanding loan during  
15 such a grace period.

16 NRS 604A.210 (emphasis added). To support its interpretation that NRS 604A.210(2) prohibits  
17 the accrual of any interest on the outstanding loan during a grace period, the FID must completely  
18 strike the word “additional” from the statute. This is improper.

19 If the Legislature had intended to ban the accrual of “any” interest during the grace period,  
20 it would not have inserted the word “additional” before “interest” in NRS 604A.210. Yet, the  
21 statute clearly reads “additional interest” and courts must consider a statute’s provisions “in a way  
22 that would not render words or phrases superfluous or make provisions nugatory.” *Southern Nev.*  
23 *Homebuilders Ass’n v. Clark Cty.*, 121 Nev. 446, 449, 117 P.3d 171, 173 (2005) (quotation  
24 omitted). If it is the FID’s position that the prohibition of “additional fees” or “additional interest”  
25 means that the total interest on the loan, for the entire period the loan is unpaid, cannot exceed the  
26 total interest contracted to be paid within 210 days, it is also misguided. This view would again  
27 render the word “additional” meaningless and superfluous, which is contrary to well-settled  
28 maxims of statutory construction. *In re Steven Daniel P.*, 129 Nev. —, 309 P.3d 1041, 1043-44

1 (2013). Without question, the plain reading of the statute allows the original contractual interest  
2 on a title loan to accrue during a grace period and only prevents interest that is “additional” to the  
3 contractual simple interest.

4 In addition, Nevada law compels courts to use common sense when interpreting statutes.  
5 See *Southern Nev. Homebuilders Ass’n v. Clark Cty.*, 121 Nev. at 449, 117 P.3d at 173; *Matter of*  
6 *Petition of Phillip A.C.*, 122 Nev. 1284, 1293 (2006). Here, if there is a grace period, by  
7 definition, the borrower has not repaid the full contractual interest of a loan. As a result, the total  
8 interest for the original term *plus* the grace period would always be higher than the interest accrued  
9 only for the original term assuming the loan was repaid pursuant to its original terms. Therefore,  
10 under the FID’s apparent interpretation, the word “additional” is again rendered meaningless and  
11 superfluous, as the Legislature could have just omitted that word and prohibited all interest during  
12 the grace period and reached the same conclusion.

13 Importantly, the legislative history involving NRS 604A.210 supports TitleMax’s position.  
14 In April 2005, Sections 13 and 23 of Assembly Bill (“AB”) 384, were re-written and added to what  
15 would ultimately become NRS 604A.210. Section 23 originally prohibited a licensee from  
16 charging the following during a grace period:

- 17 1. Any fees for granting such a grace period; or
- 18 2. Any fees or interest on the outstanding loan during such a grace period.

19 Attached hereto as **Exhibit 3** is a true and correct copy of the original Section 23. The word  
20 “additional” was not yet part of the proposed legislation. Yet, the word “additional” was  
21 specifically added after the original bill was drafted. This legislative change is not only  
22 significant, it alone is dispositive of this matter, because it evidences that the Legislature  
23 specifically rejected the FID’s current position when it enacted AB 384. *Coast Hotels & Casinos,*  
24 *Inc. v. Nev. State Labor Comm’n*, 117 Nev. 835, 841, 34 P.3d 546, 550 (2001). According to the  
25 United States Supreme Court, “[f]ew principles of statutory construction are more compelling than  
26 the proposition that Congress does not intend *sub silentio* to enact statutory language that it has  
27 earlier discarded in favor of other language.” *INS v. Cardoza-Fonseca*, 480 U.S. 421, 442 (1987).  
28 Thus, “[w]here Congress includes [certain] language in an earlier version of a bill but deletes it

1 prior to enactment, it may be presumed that the [omitted text] was not intended.” *Russello v.*  
2 *United States*, 464 U.S. 16, 23–24 (1983); *see also United States v. NEC Corp.*, 931 F.2d 1493,  
3 1502 (11th Cir. 1991) (changes in statutory language “generally indicate [ ] an intent to change the  
4 meaning of the statute”); *Southern Pac. Transp. Co. v. Usery*, 539 F.2d 386, 390–91 (5th Cir.  
5 1976); *Bonner v. City of Prichard*, 661 F.2d 1206, 1207 (11th Cir. 1981) (*en banc*). Here, by  
6 including the word “additional”, the Nevada Legislature specifically intended that interest at the  
7 contract rate could continue during the grace period.

8 *TitleMax notes that it has proposed to the FID that the parties stipulate to a briefing*  
9 *schedule to submit cross motions for summary judgment, given that there are no genuine issues*  
10 *of material fact and this matter solely concerns the interpretation of two statutes and one*  
11 *regulation. Inexplicably, the FID refuses to stipulate to such a procedure.*

12 Because TitleMax will likely succeed on this declaratory relief claim, and because of the  
13 unquestionable irreparable harm that could arise from disciplinary proceedings pending the  
14 resolution of this lawsuit, the Court should preliminarily enjoin the FID from pursuing disciplinary  
15 action against TitleMax based upon the alleged violations that are the subject of this litigation.

16 **C. The Required Bond Should Be Nominal.**

17 Finally, there only should be a nominal bond requirement for the issuance of an injunction.  
18 TitleMax simply seeks to maintain the *status quo*. The preliminary injunction would cause no  
19 injury to the FID. Thus, the Court should require a nominal bond, not to exceed the sum of  
20 \$500.00.

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23 ///

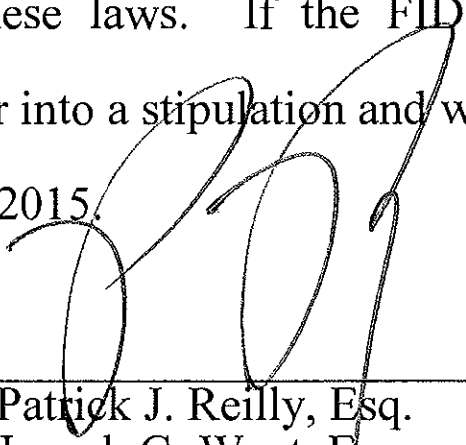


**IV.**

**CONCLUSION**

Because TitleMax enjoys a likelihood of success on the merits of its claim for declaratory relief, and because it will suffer irreparable harm if the FID proceeds with disciplinary action, a preliminary injunction should be granted to enjoin the FID from pursuing disciplinary action against TitleMax based upon alleged violations that are the subject of this litigation. In other words, TitleMax merely requests a preliminary injunction to maintain the *status quo ante* until a court has made a decision interpreting these laws. If the FID will agree to not take any enforcement action, then the parties can enter into a stipulation and withdraw the current motion.

DATED this 17th day of September, 2015.



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Las Vegas, Nevada 89134

# **EXHIBIT “1”**

**DECL**

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*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**DECLARATION OF CARRIE E.  
CARBONE IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

I, Carrie E. Carbone, hereby declare under penalty of perjury of the laws of the State of Nevada as follows:

1. I am a resident of the State of South Carolina, over the age of eighteen (18) years and, in all respects, am competent to make this Declaration. This Declaration is based upon my personal knowledge and if called upon to testify I would testify as set forth in this Declaration.

2. I am the Senior Vice President of Compliance and General Counsel for TMX Finance LLC, the parent company of TitleMax of Nevada, Inc. ("TitleMax"), Plaintiff in the underlying action. I am an attorney, licensed to practice law in the States of Ohio and Texas and the Commonwealth of Massachusetts. I make this declaration in support of TitleMax's Motion for Preliminary Injunction.

1           3.       TitleMax is a lender licensed pursuant to NRS Chapter 604A and is a “licensee”  
2 within the meaning of NRS 604A.075. TitleMax offers title loans to its borrowers, which are  
3 governed by NRS Chapter 604A and are regulated by the State of Nevada, Department of  
4 Business and Industry, Financial Institutions Division (the “FID”) and its Commissioner.

5           4.       In 2014, the FID conducted an examination of TitleMax and issued separate  
6 reports of examination for each of its retail locations in Nevada (collectively the “2014 ROEs”)  
7 covering statutory and regulatory compliance at TitleMax’s various retail stores located in the  
8 State of Nevada.

9           5.       In the 2014 ROEs, the FID stated that TitleMax was in violation of NRS  
10 604.210, NRS 604.445, and NAC 604A.230. The FID issued a “Needs Improvement” rating in  
11 each ROE, thereby indicating that TitleMax had demonstrated less than satisfactory compliance  
12 in the examination.

13           6.       TitleMax disagreed with the ROE and commenced the instant action specifically  
14 to settle the disagreement between the parties over the interpretation of NRS 604.210, NRS  
15 604.445, and NAC 604A.230, which resulted in the alleged violations. *Id.*

16           7.       After TitleMax commenced this lawsuit, the FID conducted another examination  
17 of TitleMax and again found that TitleMax was in violation NRS 604.210, NRS 604.445, and  
18 NAC 604A.230. This time, however, the FID escalated its rating of TitleMax to  
19 “Unsatisfactory,” based upon the same legal issue.

20           8.       Based upon the “Unsatisfactory” rating, TitleMax is at risk of enforcement by  
21 the FID which may include license suspension or even license revocation proceedings on short  
22 notice under NRS 604A.800 *et seq.*

23           9.       TitleMax offers a 210-day simple interest installment loan product, which the  
24 FID agrees complies with the applicable statutes and regulations. At the time of making the  
25 loan, TitleMax unilaterally offers each borrower under the installment loan a grace period of  
26 deferment gratuitously (without additional charge) pursuant to the terms of a Grace Period  
27 Payments Deferment Agreement (the “Grace Period Agreement”). Attached to the Motion for  
28

1 Preliminary Injunction as **Exhibit 2** is a true and correct copy of TitleMax's Grace Period  
2 Agreement.

3 10. TitleMax has a policy of working with borrowers and giving them every  
4 opportunity to fulfill their contractual obligations and thus avoid defaults. Indeed, it is the goal  
5 for TitleMax for each customer to repay the loan, not for TitleMax to repossess any motor  
6 vehicle collateral that secures the repayment of the loan.

7 11. As such, TitleMax has adopted customer-friendly policies to allow borrowers  
8 grace periods without additional charge. TitleMax assesses no additional charges or additional  
9 interest as a condition to or a requirement of the grace period; rather, the customer merely is  
10 required to pay during the grace period interest on the unpaid principal at the same annual rate  
11 to which the borrower originally agreed in the loan agreement. In addition, borrowers may pay  
12 their loans off early, thereby reducing the overall interest paid, and TitleMax charges no type of  
13 prepayment penalty for early repayment.

14 12. Even though the law does not require a grace period, TitleMax offers a grace  
15 period at the outset of the loan for a variety of reasons. The "grace period" policy allows  
16 borrowers the opportunity to elect to reduce their monthly payment obligations and enables  
17 them to make informed decisions about their cash flow throughout the loan process. Indeed,  
18 one of the benefits a borrower may receive in entering into a Grace Period Agreement is that the  
19 monthly payment for the borrower is lower than originally scheduled under the loan agreement.  
20 If borrowers repay these simple interest loans under an extended repayment schedule as  
21 compared to the original repayment schedule in the loan agreement and opt not to make  
22 principal payments during the grace period, however, they ultimately will pay more interest in  
23 the aggregate.

24 13. While paying down debt has its obvious benefits, it is equally important for  
25 many borrowers to reduce monthly payment obligations. Thus, many TitleMax borrowers view  
26 the reduction in the monthly payment and resulting "cash flow cushion or margin" created  
27 thereby, as not only valuable option, but also a benefit not afforded by others in the market.


1           14.     TitleMax only make available its "grace period" program for those borrowers not  
2 currently in default and who want such option.

3           15.     In offering grace period, TitleMax does not seek to change the terms of the loan,  
4 does not impose charges or "additional" interest as a condition to or as a requirement of  
5 extending the grace period, and does not exact other concessions, as a traditional lender might  
6 when it extends or refinances a loan.

7           16.     Borrowers may also make their payments as originally scheduled, even though  
8 they have entered into a Grace Period Agreement. As noted above, borrowers may pay their  
9 loans off early without incurring a prepayment penalty.

10          17.     Likewise, borrowers always maintain a right to make payments under a  
11 repayment plan under NRS 604A.475. TitleMax fully complies with NRS 604A.475 for those  
12 customers requesting a repayment plan after default.

13                 EXECUTED this 11th day of September 2015 in Savannah, Georgia.

14                                   
15                                 CARRIE E. CARBONE  
16                                 Senior Vice President of Compliance and General Counsel  
17                                 TMX Finance LLC  
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# **EXHIBIT “2”**

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: <Print Date>

Account Number: <Loan ID>

|   |   |
|---|---|
| Customer Name: <Customer First Middle Last><br>Address: <Customer Address, City, State Zip><br><br>Co-Borrower Name: <Joint Applicant First Middle Last><br>Address: <Joint Applicant Address, City, State Zip> | Licensee Name: <TitleMax of Nevada, Inc. d/b/a <brand>><br>Address: <Store Address, City, State Zip><br><br>Vehicle Information: <Vehicle Year Make Model, VIN> |
|---|---|

**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on <Loan Origination Date> ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

### Grace Periods Payments Deferment Schedule

| Payment Number | Amount of Payment                           | Deferred Periodic Due Date |
|----------------|---|----------------------------|
| 1              | <Interest Only Pymnt on New Principal Bal.> | <First 30 Day Due Date>    |
| 2              | ^same as above                              | ^ Plus 30 Days             |
| 3              | ^same as above                              | ^ Plus 30 Days             |
| 4              | ^same as above                              | ^ Plus 30 Days             |
| 5              | ^same as above                              | ^ Plus 30 Days             |
| 6              | ^same as above                              | ^ Plus 30 Days             |

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.



|  |  |                        |
|--|--|------------------------|
| 7  | ^same as above   | ^ Plus 30 Days         |
| 8  | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 9  | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 10   | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 11   | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 12   | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 13   | <New Principal bal.<br>divided by 7>                                   | ^ Plus 30 Days         |
| 14   | <New Principal bal.<br>divided by 7> **If odd<br>amt list odd amt here | ^ Plus 30 Days         |
| The total amount paid after<br>making all payments under the<br>terms of the Grace Period<br>Payments Deferment Agreement: |  | Total of above columns |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION, REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of <Original APR/365 (4 decimals)>% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

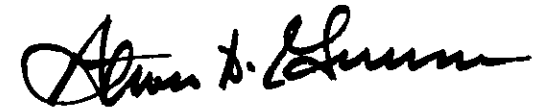
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

|                         |                      |   |
|-------------------------|----------------------|---|
| _____                   | Date _____           | LICENSEE: TitleMax of Nevada, Inc. d/b/a <u>&lt;brand&gt;</u> |
| Customer's Signature    |                      |   |
| _____                   | Date _____           | _____   |
| Co-Borrower's Signature | Its Authorized Agent | Date  |

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.



CLERK OF THE COURT

**SUMM**

Patrick J. Reilly, Esq.  
Nevada Bar No. 6103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Tel: (702) 669-4600  
Fax: (702) 669-4650  
[preilly@hollandhart.com](mailto:preilly@hollandhart.com)

*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Defendant.

Case No.: A-15-719176-C

Dept. No.: XXI

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**

**TO THE DEFENDANT, STATE OF NEVADA, DEPARTMENT OF BUSINESS AND  
INDUSTRY FINANCIAL INSTITUTIONS DIVISION:** A civil Complaint has been filed by  
the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal  
written response to the Complaint in accordance with the rules of the  
Court, with the appropriate filing fee.

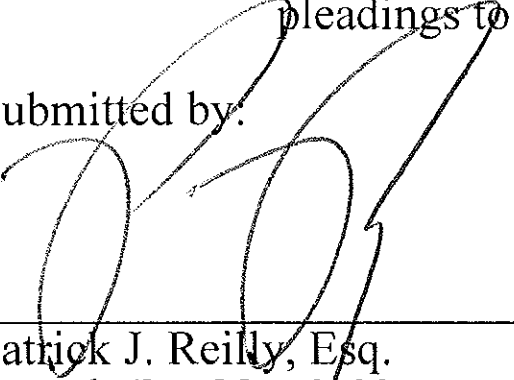
(b) Serve a copy of your response upon the attorney whose name and address

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

is shown below.

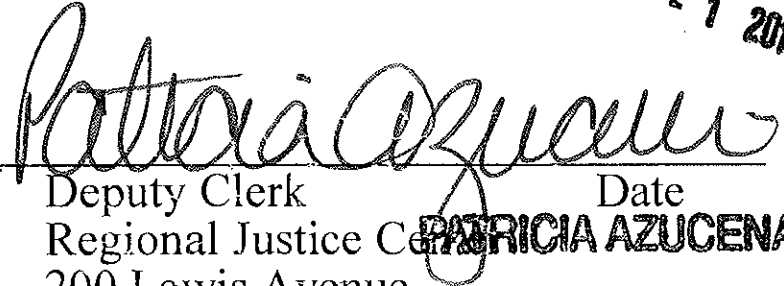
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this Summons within which to file an Answer or other responsive pleadings to the Complaint.

Submitted by:

  
Patrick J. Reilly, Esq.  
Nevada Bar No. 61103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
*Attorneys for Plaintiff*

STEVEN D. GRIERSON  
CLERK OF COURT

By:

  
Deputy Clerk  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

JUN - 1 2015

PATRICIA AZUCENA

**NOTE:** When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4(b).

AFFIDAVIT OF SERVICE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

\_\_\_\_\_, being duly sworn says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received \_\_\_\_\_ copy(ies) of the Summons and Complaint, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and served the same on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by:

(Affiant must complete the appropriate paragraph)

1. Delivering and leaving a copy with the Defendant \_\_\_\_\_ at (state address) \_\_\_\_\_.
2. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the Defendant's usual place of abode located at: (state address) \_\_\_\_\_.

[Use paragraph 3 for service upon agent, completing (a) or (b)]

3. Serving the Defendant \_\_\_\_\_ by personally delivery and leaving a copy at (state address) \_\_\_\_\_.
  - (a) With \_\_\_\_\_ as \_\_\_\_\_, an agent lawfully designated by statute to accept service of process;
  - (b) With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):  
\_\_\_\_ Ordinary mail  
\_\_\_\_ Certified mail, return receipt requested

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\_\_\_\_\_ Registered mail, return receipt requested  
addressed to the Defendant \_\_\_\_\_ at the Defendant's  
last known address which is: (state address) \_\_\_\_\_  
\_\_\_\_\_.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing  
is true and correct.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of person making service

DISTRICT COURT  
CLARK COUNTY, NEVADA

Titlemax Of Nevada,  
Plaintiff(s),

CASE NO: A-15-719176-C

DEPT NO: XXI

VS.

State Of Nevada Department Of Business and  
Industry Financial Institutions Division,  
Defendant(s),

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA

COUNTY OF CLARK

} ss.

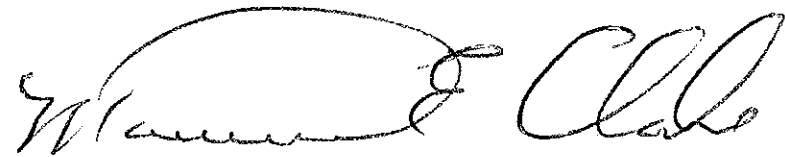
Michael E. Clarke, being duly sworn, states that at all times herein Affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. Affiant is a licensed process server whose license number is stated below. That Affiant received a copy of the Summons & Amended Complaint, Plaintiff's Motion For Preliminary Injunction Exparte Application For Order Shortening Time and Order Thereon. on September 24, 2015. That Affiant personally served State Of Nevada Department Of Business & Industry Financial Institutions Division with a copy of the above stated documents on September 24, 2015 at 1:42 PM.

By delivering and leaving a copy with Len Esterly - Deputy for State of Nevada Department of Business and Industry Financial Institutions Division at 2785 E Desert Inn Rd Ste 180, Las Vegas, NV 89121-3692.

That the description of the person actually served is as follows: Gender: Male Skin: cau Age: 50's Height: 5'10 Weight: 175 Hair: dk gry Eyes: Marks:

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated September 24, 2015.



Michael E. Clarke

Signature of Affiant

State License# #R-003972

Clark County Process Service LLC dba CCPS LV

720 E Charleston Blvd, Suite 135

Las Vegas, NV 89104

State License# 2031C



Order #:CC9831

Their File

JA000048

EIGHTH JUDICIAL DISTRICT COURT  
STATE OF NEVADA CLARK COUNTY

TITLEMAX OF NEVADA, INC., A  
NEVADA CORPORATION

Plaintiff,

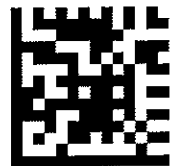
Case No:A-15-719176-C

vs.

STATE OF NEVADA, DEPARTMENT  
OF BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

Defendant

**DECLARATION OF SERVICE**



STATE OF NEVADA  
COUNTY OF CARSON CITY ss.:

**WADE MORLAN**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States over 18 years of age, not a party to nor interested in the proceedings in which this affidavit is made.

The affiant received copy(ies) of the **SUMMONS; AMENDED COMPLAINT; PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**, on **09/24/2015** and served the same on **09/24/2015 at 2:34 PM** by delivering and leaving a copy with:

**LULU GONZALEZ, OF THE OFFICE OF THE ATTORNEY GENERAL** who stated he/she is authorized to accept service on behalf of **STATE OF NEVADA, DEPT OF BUSINESS AND INDUSTRY, FINANCIAL INSTITUTIONS DIVISION**.

Service address: 100 N. CARSON ST NEVADA ATTORNEY GENERAL CARSON CITY, NV 89705

A description of **LULU GONZALEZ** is as follows:

| Sex             | Color of skin/race | Color of hair | Age   | Height  | Weight     |
|-----------------|--------------------|---------------|-------|---------|------------|
| Female          | Hispanic           | Black         | 20-30 | 5ft 6in | 100-130lbs |
| Other Features: |                    |               |       |         |            |

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 09/25/2015  
by WADE MORLAN

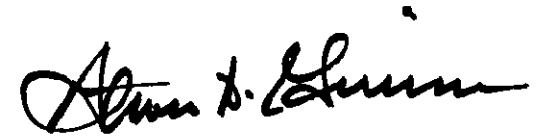
No Notary is Required per NRS 53.045



\*68679\*

X  
**WADE MORLAN**  
Registration#: R-006823  
Reno/Carson Messenger Service, Inc. (Lic# 322)  
185 Martin Street  
Reno, NV 89509  
775.322.2424  
Atty File#: 71516-0034





CLERK OF THE COURT

**MDSM**  
ADAM PAUL LAXALT  
Attorney General  
Christopher Eccles, #9798  
Deputy Attorney General  
David J. Pope, #8617  
Senior Deputy Attorney General  
555 E. Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Ph. (702) 486-3420  
Fax: (702) 486-3416  
[ceccles@aq.nv.gov](mailto:ceccles@aq.nv.gov)  
Attorneys for Nevada Department of Taxation

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiffs,

vs.

STATE OF NEVADA, ex rel. it's  
DEPARTMENT OF BUSINESS AND  
INDUSTRY, FINANCIAL INSTITUTIONS  
DIVISION,

Defendants.

Case No. A-15-719176-C  
Dept No. XXI

**NEVADA FINANCIAL  
INSTITUTIONS DIVISION'S  
MOTION TO DISMISS FOR  
FAILURE TO EXHAUST  
ADMINISTRATIVE REMEDIES**

Date of Hearing \_\_\_\_\_, 2015

Time of Hearing \_\_\_\_\_

COMES NOW, Defendant State of Nevada, ex rel. it's Department of Business and  
Industry, Financial Institutions Division, by and through its attorneys, Adam Paul Laxalt,  
Attorney General, and David J. Pope, Senior Deputy Attorney General and Christopher  
Eccles, Deputy Attorney General, and hereby moves this Court for an order granting this  
MOTION TO DISMISS FOR FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES.

.....

.....

.....

.....

1 This Motion is filed pursuant to NRCP Rule 12(b)(5) and is also based on all  
2 pleadings and papers on file herein, the attached Memorandum of Points and Authorities  
3 and any oral arguments the Court may allow at the time of the hearing on this matter.

4 Respectfully submitted this 6<sup>th</sup> day of October, 2015.

5 ADAM PAUL LAXALT  
6 Attorney General

7 By:

8 /s/ DAVID J. POPE  
9 David J. Pope  
10 Sr. Deputy Attorney General  
11 Nevada State Bar #8617  
12 Christopher Eccles  
13 Deputy Attorney General  
14 Nevada State Bar #9798  
15 555 E. Washington Ave., #3900  
16 Las Vegas, NV 89101  
17 Attorneys for Defendant

18 **NOTICE OF MOTION**

19 PLEASE TAKE NOTICE that the foregoing Motion to Dismiss for Failure to Exhaust  
20 Administrative Remedies will be heard before the above-entitled Court on the 18  
21 day of NOVEMBER, 2015 at 9:30A, in Department XXI, or as soon thereafter as  
22 counsel may be heard.

23 Dated October 6<sup>th</sup>, 2015

24 ADAM PAUL LAXALT  
25 Attorney General

26 By /s/ DAVID J. POPE  
27 David J. Pope  
28 Sr. Deputy Attorney General  
Nevada State Bar #8617  
Christopher Eccles  
Deputy Attorney General  
Nevada State Bar #9798  
555 E. Washington Ave., #3900  
Las Vegas, NV 89101  
Attorneys for Defendant

## I. FACTS AND PROCEDURAL HISTORY

On June 1, 2015, Plaintiff, Titlemax of Nevada, Inc. (hereinafter "TitleMax"), filed its Complaint commencing the current action against the State of Nevada, ex rel. its Department of Business and Industry, Financial Institutions Division (hereinafter "FID"). Through the Complaint, TitleMax seeks declaratory relief regarding the FID's application of several statutes in Chapter 604A of the NRS to business activities of Titlemax. See *Complaint*.

Titlemax ran to this court to get ahead of the administrative proceedings that were coming. Subsequent to the commencement of this case, Titlemax has been examined by the FID and given the opportunity to request a hearing with regard to the matters at issue in this case. See *Cover Page to Examination Report attached hereto as Exhibit A*. Titlemax was given 30 days to request an administrative hearing. *Id.* While the parties have been discussing how to proceed with this litigation, the 30 day period was extended, by agreement of the parties, for two weeks. See *Exhibit B*.<sup>1</sup> In addition, TitleMax will eventually receive a hearing regarding suspension unless it comes into compliance. NRS 604A.820.

In Averment #13 in the Complaint, Titlemax states, "Based on the examiner's incorrect application of NAC 604A.230, the FID issued a "Needs Improvement" rating, thereby indicating that Titlemax had demonstrated less than satisfactory compliance in the examination." NAC 604A.230 prohibits TitleMax from "requiring" or "accepting" a guarantor to a transaction. Averment #12 states, "When there is a co-borrower not listed on the title of the vehicle associated with said loan, the co-borrower becomes contractually bound as a principal obligor, and not as a guarantor." FID's examiner applied NAC 604A.230 to the facts as they were seen by the examiner and determined that TitleMax either "required" or "accepted" a guarantor. The Nevada Supreme Court has determined that state agencies are the experts that are supposed to decide issues of fact related to questions regarding

---

<sup>1</sup> This deadline was extended again, through September 21, 2015, via separate stipulation.

1 application of the agencies statutes. *Malecon Tobacco, LLC v. Dept. of Taxation*, 118 Nev.  
2 837, 840-841, 59 p.3d 474 (2002).

3 In Averment #18 of the Complaint, Titlemax states, "Based on the examiner's  
4 incorrect understanding of the Deferment Agreement, the FID issued a 'Needs Improvement'  
5 rating thereby indicating that Titlemax had demonstrated less than satisfactory compliance in  
6 the examination." Averment #17 states, "The FID examiner's conclusion was incorrect in  
7 determining that the foregoing constituted a violation of NRS 604A.210 and NRS 604A.445."  
8 NRS 604A.210 and NRS 604A.445 prohibit the collection of interest during a grace period  
9 and require that such a loan be fully amortized. "Grace period payment deferment  
10 agreement," as used by TitleMax, is not a statutory term. *Complaint, para. 16*. The  
11 examiner looked at the facts and determined that TitleMax had not complied with NRS  
12 604A.210 and NRS 604A.445. Again, the Nevada Supreme Court has determined that  
13 factual issues related to the application of an agency's statutes are to be determined by that  
14 agency. *Malecon*, 118 Nev. 840-841. By avoiding an administrative hearing, TitleMax  
15 avoids the facts as determined by the examiner.

16 From the time of the examination referenced in the Complaint to the more recent  
17 examination, TitleMax did not change its business practice and, as a result, it received  
18 unsatisfactory ratings rather than the needs improvement ratings referenced in the  
19 Complaint. *Exhibit A*. The unsatisfactory ratings afforded TitleMax the option of complying  
20 with the FID's interpretation of the statutes or requesting a hearing. *See Affidavit of Harveen*  
21 *Sekhon* attached hereto as *Exhibit C*. TitleMax could also receive a cease and desist order  
22 with an opportunity for a hearing or a pre-suspension hearing. *Id.*; NRS 604A.810; NRS  
23 604A.820.

24 Pursuant to NRS 604A.810, FID can issue an order to "desist or to refrain" from a  
25 violation. If such an order is disregarded, the FID can also notice a hearing regarding  
26 suspension of the license. NRS 604A.820. Pursuant to NRS 604A.820, a hearing can be  
27 noticed with regard to any violation of Chapter 604A of the NRS. Following such a hearing,  
28

1 an order will be entered "either dismissing the charges, revoking the license or suspending  
2 the license for a period of not more than 60 days, which period must include any prior  
3 temporary suspension." Such a hearing can occur before a cease and desist order is  
4 issued.

## 5 II. ARGUMENT

### 6 A. STANDARD OF REVIEW

7 TitleMax has failed to state a claim upon which relief can be granted. NRCP 12(b)(5).  
8 NRCP Rule 12(b), states, in relevant part:

9 [E]very defense . . . to a claim for relief in any pleading . . . shall  
10 be asserted in the responsive pleading thereto if one is required,  
11 except that the following defenses may at the option of the  
pleader be made by motion . . . (5) failure to state a claim upon  
which relief can be granted . . . .

12 TitleMax's sole remedy is a Chapter 233B petition for judicial review. NRS 233B.130(6).  
13 Because TitleMax has not obtained an administrative decision and filed a petition for judicial  
14 review, this court does not have jurisdiction to hear these issues at this time and therefore  
15 TitleMax has failed to state a claim upon which relief can be granted.

16 When reviewing an order granting a motion to dismiss, the court considers whether  
17 the challenged pleading sets forth allegations sufficient to establish the elements of a right to  
18 relief. *Kaldi v. Farmers Ins. Exch.*, 117 Nev. 273, 278, 21 P.3d 16, 19 (2001). Dismissal is  
19 appropriate where it appears beyond a doubt that the plaintiff could prove no set of facts  
20 which, if accepted by the trier of fact, would entitle him or her to relief. *Simpson v. Mars*, 113  
21 Nev. 188, 190, 929 P.2d 966, 967 (1997); *Buzz Stew, LLC v. City of N. Las Vegas*, \_\_ Nev.  
22 \_\_, 181 P.3d 670, 672 (Adv. Op. 21, April 17, 2008). The pleadings must be liberally  
23 construed, and all factual allegations in the complaint accepted as true. *Blackjack Bonding*  
24 *v. City of Las Vegas Mun. Court*, 116 Nev. 1213, 1217, 14 P.3d 1275, 1278 (2000).  
25 Because this court does not have jurisdiction, Plaintiff can prove no set of facts entitling it to  
26 relief.

27 . . . .  
28

**B. THIS CASE MUST BE DISMISSED BECAUSE TITLEMAX FAILED TO EXHAUST ADMINISTRATIVE REMEDIES**

In their Complaint, TitleMax admits that FID has jurisdiction over the issues raised in this case. In fact, FID has original jurisdiction<sup>2</sup> and this court does not obtain jurisdiction until TitleMax files a petition for judicial review, pursuant to Chapter 233B of the NRS, seeking review of a final administrative decision. NRS 233B.130(6); *Kame v. Employment Sec. Dep't.*, 105 Nev. 22, 25, 769 P.2d 66, 67 (1989); *See Nevada Power Co. v. Eighth Judicial District Court*, 120 Nev. 948, 959, 102 P.3d 578 (2004) (concluding that "the district court could have deferred action under the primary jurisdiction doctrine for the PUC to address one issue implicated in the amended complaint . . .")<sup>3</sup>; *See Allstate Insurance Co. v. Thorpe, M.D.*, 123 Nev. 565, 571, 170 P.3d 989 (2007) (stating, "whether couched in terms of subject-matter jurisdiction or ripeness, a person generally must exhaust all available administrative remedies before initiating a lawsuit, and failure to do so renders the controversy nonjusticiable. The exhaustion doctrine gives administrative agencies an opportunity to correct mistakes and conserves judicial resources, so its purpose is valuable; requiring exhaustion of administrative remedies often resolves disputes without the need for judicial involvement").

Exhaustion of administrative remedies is the rule. With the adoption of the Administrative Procedures Act in 1965, *aka* Chapter 233B of the NRS, the Legislature has stated its intention that the provisions in such chapter "are the exclusive means of judicial

<sup>2</sup> FID receives applications for licenses, investigates the applicants and grants and denies licenses. NRS 604A.600; NRS 604A.625; NRS 604A.630; NRS 604A.635; NRS 604A. "For the purpose of discovering violations of this chapter or securing information lawfully required under this chapter," FID may investigate any licensee and any person that FID has reasonable cause to believe is violating or about to violate any provision of Chapter 604A of the NRS. NRS 604A.710. FID conducts annual examinations. NRS 604A.730. FID can issue cease and desist orders, notice hearings and even immediately suspend a license. NRS 604A.810; NRS 604A.820; NRS 604A.800. Since the Legislature has bestowed all facets of regulation upon the FID, to the extent that FID can summarily suspend a license pending a hearing, it is clear that FID has original jurisdiction and that the Legislature wants the FID to hold administrative hearings before such matters proceed to District Court.

<sup>3</sup> The primary jurisdiction doctrine "is premised on two policies: "(1) the desire for uniformity of regulation and, (2) the need for an initial consideration by a tribunal with specialized knowledge.'" *Nevada Power Co. v. Eighth Judicial District Court*, 120 Nev. 948, 959 (2004) (citation omitted). Both of these policies are rendered meaningless if TitleMax is not required to exhaust administrative remedies.

1 review of, or judicial action concerning, a final decision in a contested case involving an  
2 agency to which this chapter applies." NRS 233B.130(6) (emphasis added).

3 A July 1990 publication for the State Bar of Nevada sets forth the basis for applying  
4 judicial review to final administrative decisions. It states:

5 Judicial review is designed to expedite the passage of an  
6 administrative case through the judicial system. It is also meant  
7 to minimize the intrusion of courts into administrative functions,  
8 such as fact-finding, while relieving district courts of the burden  
and expense of trying an administrative case as if the case had  
been filed as an original matter in district court.

9 *INTER ALIA, July 1990, The Basics of Nevada Administrative Law, p. 8.* Relevant  
10 legislative history provides:

11 Mr. McGaughey referred to page 2, line 28, 'The court shall not  
12 substitute its judgment for that of the agency as to the weight of  
13 evidence on a question of fact.' He asked Mr. Campbell to  
14 explain that statement. Mr. Campbell replied the Administrative  
Law Committee does not want the courts to substitute their  
expertise for the expertise of the administrative agency. Mr.  
Sourwine mentioned that this language exists in present law.

15  
16 Mr. Campbell explained the court is not required to affirm the  
17 decision of an agency. Mr. Sourwine said AB 884 allows the  
18 court to modify or reverse an agency decision if it is clearly  
erroneous in view of reliable evidence on the whole record.  
19 Since the court does not hear the testimony of witnesses, the  
20 court is not in a position to judge credibility. Therefore, in  
reviewing records of an administrative agency, the court merely  
looks for evidence in the record that supports the agency's  
decision. At that point, the court defers to the agency's expertise  
in the particular area.

21  
22 *Minutes of the Nevada State Legislature, Assembly Committee on*  
23 *Government Affairs, page 8, June 6, 1989.*

24 This court will not have jurisdiction over these issues until a Chapter 233B petition for  
25 judicial review, seeking review of a final administrative decision, is filed. NRS 233B.130  
26 states in pertinent part:

1. Any party who is:
  - (a) Identified as a party of record by an agency in an administrative proceeding; and
  - (b) Aggrieved by a final decision in a contested case, is entitled to judicial review of the decision. Where appeal is provided within an agency, only the decision at the highest level is reviewable unless a decision made at a lower level in the agency is made final by statute. Any preliminary, procedural or intermediate act or ruling by an agency in a contested case is reviewable if review of the final decision of the agency would not provide an adequate remedy
2. Petitions for judicial review must:
  - (a) Name as respondents the agency and all parties of record to the administrative proceeding;
  - (b) Be instituted by filing a petition in the district court in and for Carson City, in and for the county where the agency proceeding occurred; and
  - (c) Be filed within 30 days after service of the final decision of the agency.

...

The filing of a petition for judicial review in a timely manner is jurisdictional. *Kame v. Employment Sec. Dep't.*, 105 Nev. 22, 25, 769 P.2d 66, 67 (1989). The Nevada Supreme Court in *Kame* wrote:

When a party seeks judicial review of an administrative decision, strict compliance with the statutory requirements for such review is a precondition to jurisdiction by the court of judicial review. . . . Noncompliance with the requirements is grounds for dismissal of the appeal...Thus, the time period for filing a petition for judicial review of an administrative decision is mandatory and jurisdictional...In the past, this court has upheld the dismissal of appeals for failure to timely commence them.

*Id.* at 25, 68 (citations omitted). The sole means of this court taking action regarding the issues presented in this case will be by reviewing a final agency decision by way of a petition for judicial review. NRS 233B.130(6).

TitleMax should not be allowed to bypass the administrative proceedings. "The exhaustion doctrine is concerned with the timing of judicial review of administrative action." *Nevada Power Co. v. Eighth Judicial District Court*, 120 Nev. 948, 959 (2004) (citation omitted). Because TitleMax is jumping ahead of the procedures set forth in NRS 604A.810 and NRS 604A.820, TitleMax has prematurely brought this matter before this court.



1        There are very few exceptions to the exhaustion requirement. In *Glusman v.*  
2 *Glusman*, 98 Nev. 412, 419 (1982), the Nevada Supreme Court stated that it had the  
3 discretion to not apply the exhaustion doctrine "where the issues relate solely to the  
4 interpretation or constitutionality of a statute." (emphasis added). In *Dept. of Taxation v.*  
5 *Scottsman Mfg. Co., Inc.*, 109 Nev. 252, 255 (1993), the Nevada Supreme Court cited to  
6 *Glusman* and stated, "The exhaustion doctrine will not deprive the court of jurisdiction  
7 'where the issues relate solely to the interpretation or constitutionality of a statute.'" (emphasis added).  
8 Thereafter, in *Malecon Tobacco, LLC v. Dept. of Taxation*, 118 Nev.  
9 837, 839 (2002), the Nevada Supreme Court set forth two exceptions: (1) "when the issues  
10 'relate solely to the interpretation or constitutionality of a statute'; and, (2) "when resort to  
11 administrative remedies would be futile." The *Malecon* court also differentiated between  
12 "facial" and "as applied" constitutional challenges and clarified that "as applied"  
13 constitutional challenges are to be heard by the agency because the facts need to be  
14 decided by the agency. *Id.* at 840-841. These exceptions were reaffirmed in *Déjà vu*  
15 *Showgirls of Las Vegas, LLC v. Department of Taxation*, 334 P.3d 392, 397 (Nev. 2014).

16        In Averments #13 and #18 in the Complaint, TitleMax has pled the basis of factual  
17 disputes. Though the interpretation of a contract is usually a question of law, the actions of  
18 TitleMax and the customers in relation to the need for a "guarantor" and the signing of an  
19 agreement by a "guarantor," as those terms are used in the Complaint, create facts that are  
20 best determined by the agency experts and through administrative proceedings. *Malecon*,  
21 118 Nev. 837, 840-841. Again, though the interpretation of a contract is a question of law,  
22 the actions of TitleMax and its customers in relation to the "Deferment Agreement"  
23 referenced in the Complaint create facts that were reviewed by the examiner and are best  
24 determined through administrative proceedings. *Malecon*, 118 Nev. 837, 840-841.  
25 Nonetheless, TitleMax seems to have based the filing of their Complaint on the exception  
26 for issues "related solely to interpretation . . . of a statute." *Malecon*, 118 Nev. 837, 839  
27 (2002) (emphasis added).

1 To the extent TitleMax disagrees with FID's application of regulatory statutes to  
2 TitleMax's business activity, the remedy is an administrative hearing followed by a Chapter  
3 233B petition for judicial review. TitleMax has been afforded the opportunity to request a  
4 hearing challenging FID's application of the statutes. *Exhibit A*. In addition, TitleMax will  
5 have an opportunity for a NRS 604A.820 hearing should they continue to disagree with  
6 FID's interpretation. *Exhibit C; NRS 604A.810(1); NRS 604A.820*. Though an NRS  
7 604A.820 hearing is held when it is believed that there is reasonable grounds for seeking  
8 suspension of a license, no suspension will occur, if at all, until after the hearing.  
9 Consequently, TitleMax should have exhausted administrative remedies but rather chose to  
10 file this action to get ahead of the completion of the recent examination and availability of  
11 the administrative remedy and avoid the administrative hearing.

12 TitleMax did have, and still has, an administrative remedy. The failure to exhaust  
13 administrative remedies does not give this court jurisdiction; it deprives this court of  
14 jurisdiction. This court should not review an agency's application of its own statute before  
15 the agency has a chance to obtain a final administrative decision regarding its own  
16 interpretation through an administrative proceeding.<sup>4</sup> If this court provides TitleMax with  
17 declaratory relief, this court will render NRS 604A.810 and NRS 604A.820 meaningless and  
18 statutory construction principles dictate that such an outcome is to be avoided. *Harris*  
19 *Associates v. Clark County School District*, 119 Nev. 638, 642 (2003); *See Allstate*  
20 *Insurance Co. v. Thorpe, M.D.*, 123 Nev. 565, 571 (2007) (noting, "We have previously  
21 stressed the importance of state agencies' exclusive original jurisdiction over legislatively  
22 created administrative and regulatory schemes." (citation omitted). Further providing, "[i]t is  
23 not conceivable that the legislature would give its extensive time and attention to study,  
24 draft, meet, hear, discuss and pass this important piece of legislation were it not to serve a  
25 useful purpose." (citation omitted)).

26  
27 <sup>4</sup> In this case, a "hearing officer" from the Department of Business and Industry will render the final decision.  
28 NRS 233B.122(2).

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III. CONCLUSION

Based on the foregoing, the FID respectfully requests that this Honorable Court issue an order granting FID's Motion to Dismiss because allowing TitleMax to by-pass the administrative remedies is contrary to Chapter 233B of the NRS and contrary to Nevada Supreme Court precedent and renders portions of Chapter 604A of the NRS meaningless.

Respectfully submitted this 6<sup>th</sup> day of October, 2015.

ADAM PAUL LAXALT  
Attorney General

By: /s/ DAVID J. POPE  
David J. Pope  
Nevada Bar #8617  
Sr. Deputy Attorney General  
Christopher Eccles  
Deputy Attorney General  
Nevada Bar #9798  
555 E. Washington Ave., #3900  
Las Vegas, NV 89101  
(702) 486-3426  
Attorneys for State of Nevada

**CERTIFICATE OF SERVICE**

I, hereby certify that on the 6<sup>th</sup> day of October, 2015, I served the **NEVADA FINANCIAL INSTITUTIONS DIVISION'S MOTION TO DISMISS FOR FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES**, by causing to be delivered to the Department of General Services for mailing at Las Vegas, Nevada and via hand delivery, a true copy thereof, addressed to:

Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, Nevada 89134  
Attorneys for Plaintiff

/s/ Debra Turman  
An Employee of the Office of Attorney General

# **Exhibit A**

STATE OF NEVADA



BRIAN SANDOVAL  
*Governor*

DEPARTMENT OF BUSINESS AND INDUSTRY

**FINANCIAL INSTITUTIONS DIVISION**

BRUCE BRESLOW  
*Director*

GEORGE E. BURNS  
*Commissioner*

July 30, 2015

TitleMax of Nevada, Inc.  
DBA: TitleMax  
Attn: Victoria Newman, Compliance and Corporate Counsel  
15 Bull St., Suite 200  
Savannah, GA 31401  
Victoria.Newman@titlemax.com

Dear Ms. Newman,

Enclosed for your review are the recent reports of examination for the 42 TitleMax of Nevada Inc licensed locations in Nevada, and one TitleMax of Nevada, Inc licensed location in Savannah, Georgia.

Please refer to the attached list for the locations details. You are reminded that all information contained in the reports and this cover letter is subject to the confidentiality restrictions described on the blue cover of the reports. Please ensure that all appropriate parties review the reports of examination in their entirety.

The examination resulted in two locations with "Satisfactory" ratings and forty-one locations with "Unsatisfactory" ratings. The satisfactory rating indicates that management has demonstrated sufficient compliance with applicable statutes and regulations, and any deficiencies noted in the reports can be corrected with minimum regulatory supervision.

The "Unsatisfactory" rating means that the licensee and its management have demonstrated substantial lack of compliance with applicable statutes and regulations. Immediate remedial action to correct the noted deficiencies is required. Be advised that you may be subject to disciplinary action due to the nature of the violations. You may request an administrative hearing regarding the Division's findings of deficiencies and violations. If you do wish to request an administrative hearing, please state so in your response letter.

A written response to the examination is required within 30 days outlining the actions that will be taken to correct all deficiencies and violations noted in the report. Please send your response to the Las Vegas location at the address listed below. The Financial Institutions Division may conduct a follow up examination within three (3) months to ensure corrective actions have been implemented. Should you have any questions or concerns, please do not hesitate to call me at 702-486-4120.

LAS VEGAS  
Office of the Commissioner  
2785 E. Desert Inn Road, Suite 180  
Las Vegas, NV 89121  
(702) 486-4120 Fax (702) 486-4563

NORTHERN NEVADA  
Examination & CPA Office  
1755 East Plumb Lane, Ste 243  
Reno, NV 89502  
(775) 688-1730 Fax (775) 688-1735  
Web Address: <http://fid.state.nv.us>

CARSON CITY  
Licensing Office  
1830 College Parkway, Suite 100  
Carson City, NV 89706  
(775) 684-2970 Fax (775) 684-2977

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Should you have any questions or concerns, please do not hesitate to call me at 702-486-4120. Thank you for your cooperation during the examination process.

Sincerely,



Harveen Sekhon  
Supervisory Examiner

Enclosure(s) – 43 Reports of Examination

The following forty-three licensed locations were examined:

| Store      | Address                             | City      | State | Zip   |
|------------|-------------------------------------|-----------|-------|-------|
| TitleBucks | 7150 S. DURANGO DRIVE, #190         | LAS VEGAS | NV    | 89113 |
| TitleMax   | 6820 W. FLAMINGO RD, SUITE F & G    | LAS VEGAS | NV    | 89103 |
| TitleMax   | 6525 S. FORT APACHE ROAD, STE 110   | LAS VEGAS | NV    | 89148 |
| TitleMax   | 3525 S. FORT APACHE ROAD, SUITE 160 | LAS VEGAS | NV    | 89147 |
| TitleMax   | 4700 SPRING MOUNTAIN ROAD           | LAS VEGAS | NV    | 89102 |
| TitleMax   | 3575 W. TROPICANA AVENUE            | LAS VEGAS | NV    | 89103 |
| TitleMax   | 5060 S. FORT APACHE ROAD, SUITE 140 | LAS VEGAS | NV    | 89148 |
| TitleMax   | 6795 W. TROPICANA AVENUE, SUITE 140 | LAS VEGAS | NV    | 89103 |
| TitleMax   | 7615 S. RAINBOW BLVD, STE 100       | LAS VEGAS | NV    | 89139 |
| TitleMax   | 7380 S. EASTERN AVENUE, SUITE 126   | LAS VEGAS | NV    | 89123 |
| TitleMax   | 3810 BLUE DIAMOND ROAD #150         | LAS VEGAS | NV    | 89139 |
| TitleMax   | 6530 S. DECATUR BLVD, #100          | LAS VEGAS | NV    | 89118 |
| TitleMax   | 9555 S. EASTERN AVE, SUITE 105      | LAS VEGAS | NV    | 89123 |
| TitleMax   | 3391 E. TROPICANA AVENUE, STE 1     | LAS VEGAS | NV    | 89121 |
| TitleMax   | 3547 S. MARYLAND PKWY               | LAS VEGAS | NV    | 89169 |
| TitleMax   | 3365 E. FLAMINGO ROAD, SUITE 1      | LAS VEGAS | NV    | 89121 |
| TitleMax   | 4749 S. MARYLAND PKWY               | LAS VEGAS | NV    | 89119 |
| TitleMax   | 4650 E. SUNSET ROAD, SUITE C        | HENDERSON | NV    | 89014 |
| TitleMax   | 16 W. HORIZON RIDGE PKWY #160       | HENDERSON | NV    | 89012 |
| TitleMax   | 4944 BOULDER HIGHWAY                | LAS VEGAS | NV    | 89121 |
| TitleMax   | 4000 BOULDER HWY, SUITE 5           | LAS VEGAS | NV    | 89121 |
| TitleMax   | 1210 N. BOULDER HWY, SUITE C        | HENDERSON | NV    | 89011 |
| TitleBucks | 4150 BOULDER HIGHWAY, SUITE 105     | LAS VEGAS | NV    | 89121 |
| TitleMax   | 2400 N. BUFFALO DRIVE #140          | LAS VEGAS | NV    | 89128 |
| TitleMax   | 2550 S. EASTERN AVENUE              | LAS VEGAS | NV    | 89169 |
| TitleMax   | 6450 W. LAKE MEAD BLVD, STE 150     | LAS VEGAS | NV    | 89108 |
| TitleMax   | 3900 W. SAHARA AVENUE               | LAS VEGAS | NV    | 89102 |
| TitleMax   | 4811 WEST CRAIG ROAD                | LAS VEGAS | NV    | 89130 |
| TitleMax   | 6436 N. DECATUR BLVD., #115         | LAS VEGAS | NV    | 89131 |
| TitleMax   | 4077 W. CHARLESTON BLVD.            | LAS VEGAS | NV    | 89102 |
| TitleBucks | 4750 W. LAKE MEAD, #102             | LAS VEGAS | NV    | 89108 |
| TitleMax   | 8414 W. FARM ROAD, SUITE 130        | LAS VEGAS | NV    | 89131 |

|            |                                |             |    |       |
|------------|--------------------------------|-------------|----|-------|
| TitleMax   | 4001 N. LAS VEGAS BLVD.        | LAS VEGAS   | NV | 89115 |
| TitleMax   | 3220 S. VIRGINIA STREET        | RENO        | NV | 89502 |
| TitleMax   | 2020 E. WILLIAMS STREET        | CARSON CITY | NV | 89701 |
| TitleMax   | 1995 W. WILLIAMS AVENUE        | FALLON      | NV | 89406 |
| TitleMax   | 900 W. FIFTH STREET            | RENO        | NV | 89503 |
| TitleMax   | 1600 N. NELLIS BLVD, SUITE 102 | LAS VEGAS   | NV | 89115 |
| TitleMax   | 1225 E. CHARLESTON BLVD.       | LAS VEGAS   | NV | 89104 |
| TitleMax   | 4741 E. CHARLESTON BLVD.       | LAS VEGAS   | NV | 89104 |
| TitleMax   | 15 BULL ST., SUITE 200         | SAVANNAH    | GA | 31401 |
| TitleBucks | 6060 BOULDER HWY, SUITE 5 & 6  | LAS VEGAS   | NV | 89122 |
| TitleMax   | 5871 E LAKE MEAD BLVD          | LAS VEGAS   | NV | 89156 |



# **Exhibit B**

STATE OF NEVADA



BRIAN SANDOVAL  
*Governor*

DEPARTMENT OF BUSINESS AND INDUSTRY

BRUCE BRESLOW  
*Director*

**FINANCIAL INSTITUTIONS DIVISION**

GEORGE E. BURNS  
*Commissioner*

September 9, 2015

TitleMax of Nevada, Inc.  
DBA: TitleMax  
15 Bull St., Suite 200  
Savannah, GA 31401

Dear Ms. Newman,

Enclosed please find a copy of the cover letter sent to your attention along with the reports of examination relative to TitleMax of Nevada, Inc. The letter states that TitleMax of Nevada, Inc. had 30 days to submit a plan of compliance or request a hearing.

Recently, the Financial Institution's Division, through its lawyers, agreed with your lawyers, that this 30 day deadline would be extended for two weeks. The original deadline was 30 days from July 30, 2015, or August 29, 2015. Because August 29, 2015 was a Saturday, the original deadline was actually August 31, 2015. Consequently, the new deadline, adjusted for the two-week extension, is September 14, 2015. This letter shall serve as a reminder of the extended deadline. Please either submit a plan of compliance or request an administrative hearing on or before September 14, 2015.

Sincerely,

*Harveen Sekhon*

Harveen Sekhon

LAS VEGAS  
Office of the Commissioner  
2785 E. Desert Inn Road, Suite 180  
Las Vegas, NV 89121  
(702) 486-4120 Fax (702) 486-4563

NORTHERN NEVADA  
Examination & CPA Office  
1755 East Plumb Lane, Ste 243  
Reno, NV 89502  
(775) 688-1730 Fax (775) 688-1735  
Web Address: <http://fid.state.nv.us>

CARSON CITY  
Licensing Office  
1830 E. College Parkway, Suite 100  
Carson City, NV 89706  
(775) 684-2970 Fax (775) 684-2977

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# **Exhibit C**

**AFFIDAVIT OF HARVEEN SEKHON**

STATE OF NEVADA

COUNTY OF CLARK

)  
}  
:ss.

I, HARVEEN SEKHON, being first duly sworn, depose and say:

1. That I am employed by the State of Nevada Department of Business and Industry, Financial Institutions Division ("FID") as an Examiner IV (Supervisory Examiner), that, pursuant to said employment, I have personal knowledge of the facts set forth hereunder, and that I am competent to testify to the same;

2. I have been employed with the FID for approximately 5 years;

3. That my responsibilities as an Examiner IV include reviewing examination reports before they are finalized and determining whether there will be a "satisfactory", "needs improvement" or "unsatisfactory" rating;

4. That, in the event a licensee receives an unsatisfactory rating, the licensee will be given 30 days to submit a plan of compliance or indicate that they do not plan to comply and request a hearing;

5. That, the FID may also conduct a follow-up exam within 3 months of the issuance of the exam for the purpose of determining whether the licensee has come into compliance;


6. That the FID can wait until after the follow-up exam before issuing a cease and desist order resulting in an opportunity for a hearing;

7. That the FID has begun offering the opportunity for a hearing earlier in the process and the licensees are afforded the opportunity to request a hearing within the 30 day period following the issuance of the "unsatisfactory" exam results and, should a hearing be requested, a notice of hearing will be issued;


8. That, with regard to "unsatisfactory" ratings, the administrative procedure has included (during the time that I have been employed with the FID), the issuance of "unsatisfactory" exam results followed by a period in which to come into compliance, which is followed by a cease and desist order and opportunity for a hearing provided the licensee does not come into compliance;

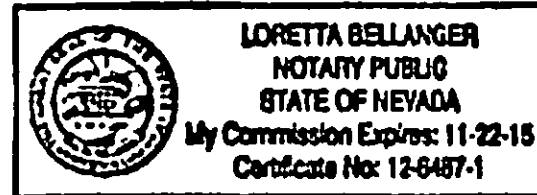
1           9.       The difference now is that the licensee receives an additional opportunity for a hearing  
2 before a cease and desist order is issued;

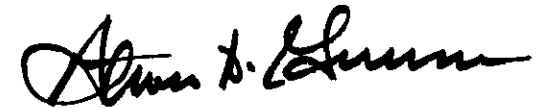
3           10.       Therefore, contrary to TitleMax's assertions, they do have an administrative remedy;  
4 FURTHER AFFIANT SAYETH NAUGHT.

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Harveen Sekhon, Examiner IV

7 SIGNED AND SWORN to before me by on  
8 this 17 day of September, 2015.

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10 NOTARY PUBLIC





CLERK OF THE COURT

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
Corporation,

Plaintiff,

vs.

STATE OF NEVADA, ex rel. it's  
DEPARTMENT OF BUSINESS AND  
INDUSTRY, FINANCIAL INSTITUTIONS  
DIVISION,

Defendant.

Case No. A-15-719176-C  
Dept. No. XXXII

**OPPOSITION TO MOTION FOR PRELIMINARY  
INJUNCTION ON ORDER SHORTENING TIME**

COMES NOW Defendant State of Nevada, ex rel. it's Department of Business and Industry, Financial Institutions Division (hereinafter "FID"), by and through its counsel Adam Paul Laxalt, Attorney General, Christopher Eccles, Deputy Attorney General and David J. Pope, Sr. Deputy Attorney General, and hereby submits its Opposition to Plaintiff TitleMax of Nevada, Inc.'s (hereinafter "TitleMax") Motion for Preliminary Injunction on Order Shortening Time.

1 This Opposition is made and based on all pleadings and papers on file herein, the  
2 pleadings and papers incorporated by reference, the attached memorandum of Points and  
3 Authorities, and any additional evidence and oral argument that this Court may allow at the  
4 time of the hearing in this matter.

### 5 INTRODUCTION

6 TitleMax commenced this case in June of 2015, while the 2015 examination of its  
7 business was taking place. There was no reason to commence this action, other than to  
8 avoid an administrative hearing.

9 The Nevada Legislature created the administrative remedies set forth in Chapter 604A  
10 of the NRS. NRS 604A.820 provides for an administrative hearing. TitleMax is required to  
11 exhaust administrative remedies,<sup>1</sup> unless an exception to the exhaustion requirement applies.

12 NRS 33.010 provides that an injunction *may* be granted only when: (1) it appears by  
13 the complaint that the plaintiff is entitled to the relief demanded; and, (2) it appears that not  
14 ordering the injunction would produce great or irreparable injury to the plaintiff; or, (3) it  
15 appears that the defendant's act violates the plaintiff's rights with respect to the subject.  
16 TitleMax cannot meet this burden.

17 TitleMax has not shown, and cannot show, a likelihood of success on the merits. The  
18 plain language of the relevant statutes express an unambiguous meaning that is contrary to  
19 TitleMax's interpretation and therefore TitleMax is not likely to prevail. In fact, the FID has  
20 merely applied the plain language and therefore FID is likely to prevail because there is no  
21 reason to look beyond the language of the statute for a different meaning.

22 In addition, TitleMax has failed to present any evidence that there is great or irreparable  
23 injury. TitleMax claims that there is irreparable harm because its license is subject to possible  
24 suspension or revocation. It is true that NRS 604A.820 sets forth an administrative remedy  
25 that can result in a suspension or revocation, but no such suspension or revocation will occur,  
26 if at all, until after an administrative hearing. Although NRS 604A.800 allows for a summary  
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28 <sup>1</sup> FID is also working on filing a motion to dismiss for failure to exhaust administrative remedies and therefore  
does not waive any rights to contest subject matter jurisdiction.

1 suspension, FID has noticed this matter for an NRS 604A.820 hearing and not an NRS  
2 604A.800 hearing. See *Exhibit A*. Consequently, TitleMax is not currently subject to a  
3 summary suspension.

4 Even if this matter was noticed for a summary suspension hearing, post-deprivation  
5 review meets the requirements of due process<sup>2</sup> and the Nevada Legislature clearly expressed  
6 that such suspensions are decisions to be made by the Commissioner of the FID. NRS  
7 604A.800. In addition, NRS 604A.800 applies in conjunction with the safeguards set forth in  
8 NRS 233B.127(3) which provides:

9 No revocation, suspension, annulment or withdrawal of any license  
10 is lawful unless, before the institution of agency proceedings, the  
11 agency gave notice by certified mail to the licensee of facts or  
12 conduct which warrant the intended action, and the licensee was  
13 given an opportunity to show compliance with all lawful  
14 requirements for the retention of the license. If the agency finds  
15 that public health, safety or welfare imperatively require emergency  
16 action, and incorporates a finding to that effect in its order,  
17 summary suspension of a license may be ordered pending  
18 proceedings for revocation or other action. An agency's order of  
19 summary suspension may be issued by the agency or by the Chair  
20 of the governing body of the agency. If the order of summary  
21 suspension is issued by the Chair of the governing body of the  
22 agency, the Chair shall not participate in any further proceedings of  
23 the agency relating to that order. Proceedings relating to the order  
24 of summary suspension must be instituted and determined within  
25 45 days after the date of the order unless the agency and the  
26 licensee mutually agree in writing to a longer period.

27 Moreover, the Legislature is presumed to have knowledge of Chapter 33 of the NRS and likely  
28 did not take the time to create NRS 604A.800 and NRS 604A.820 if there was a belief or  
understanding that any Chapter 604A licensee could run to District Court and obtain a  
preliminary injunction by pointing to NRS 604A.800 and/or NRS 604A.820 and pleading that it  
will be irreparably harmed if FID suspends its license either immediately or following a  
hearing. This would lead to the statutes never being used and FID never having a pre-  
suspension hearing or a post-suspension hearing. It will also lead to all of FID's issues with

<sup>2</sup> *Barry v. Barchi*, 443 U.S. 55, 63-66, 99 S.Ct. 2642, 2648-2650 (1979) (finding that a state statute authorizing summary suspension, without a pre-suspension hearing, "[did] not affront the due process clause" and determining that all that was lacking was the assurance of a prompt post-suspension hearing.).



Chapter 604A licensees being litigated in court rather than in administrative hearings in accordance with Chapter 233B of the NRS.

Granting a preliminary injunction and prohibiting the administrative hearing is contrary to the exhaustion of administrative remedies doctrine, contrary to Chapter 233B of the NRS and contrary to Nevada Supreme Court cases stating that issues involving facts need to be decided by the agency first.

The FID believes TitleMax is violating NRS 604A.210, NRS 604A.445, NAC 604A.230, NRS 604A.105 and NRS 604A.115 and should present its case in an administrative hearing. Unless the administrative regulatory scheme is to be rendered meaningless, bringing a licensee into compliance cannot be considered irreparable harm.

### FACTS

TitleMax is licensed pursuant to Chapter 604A of the NRS. The FID has original jurisdiction over licensing and disciplinary matters involving Chapter 604A.<sup>3</sup>

TitleMax was examined in 2014 and received needs improvement ratings with regard to the issues raised in the Complaint. Following the 2015 examination, TitleMax received unsatisfactory ratings. *Exhibit A*.

"Unsatisfactory" ratings are given when a licensee has previously been given "needs improvement" ratings and doesn't stop violating Nevada law, *i.e.* doesn't improve. See *Affidavit of Harveen Sekhon attached hereto as Exhibit B*. Because TitleMax did not change its practices and continued to violate the relevant statutes, TitleMax received "unsatisfactory ratings." *Id.*

Following the completion of the 2015 examination, TitleMax received the results of the examination. At the same time, TitleMax was given 30 days to submit a plan indicating what

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<sup>3</sup> FID receives applications for licenses, investigates the applicants and grants and denies licenses. NRS 604A.600; NRS 604A.625; NRS 604A.630; NRS 604A.635; NRS 604A. "For the purpose of discovering violations of this chapter or securing information lawfully required under this chapter," FID may investigate any licensee and any person that FID has reasonable cause to believe is violating or about to violate any provision of Chapter 604A of the NRS. NRS 604A.710. FID conducts annual examinations. NRS 604A.730. FID can issue cease and desist orders, notice hearings and even immediately suspend a license. NRS 604A.810; NRS 604A.820; NRS 604A.800. Since the Legislature has bestowed all facets of regulation upon the FID, to the extent that FID can even summarily suspend a license pending a hearing, it is clear that FID has original jurisdiction and that the Legislature wants the FID to hold administrative hearings before such matters proceed to District Court.

changes it was going to make in order to comply with the applicable statutes and/or request an administrative hearing. *Exhibit A*. TitleMax did neither.

TitleMax didn't wait for the examination to be completed. Indeed, TitleMax commenced the instant action while the examination was still in progress.

For some reason, TitleMax wants to avoid an administrative hearing. If TitleMax is so sure that there will be a suspension following an NRS 604A.820 hearing, circumstantially that confidence should be viewed as an indication that TitleMax doesn't believe that it is likely to succeed on the merits. Simply put, an injunction will allow TitleMax to continue to violate the statutes while litigating toward the inevitable. If this court grants the preliminary injunction, this court allows TitleMax to continue to charge additional interest and to make title loans to persons who should not be title loan borrowers and to avoid the statutorily imposed administrative hearing.

### **ARGUMENT**

#### **A. TitleMax has failed to exhaust it's administrative remedies.**

TitleMax's Complaint and Motion for Preliminary Injunction is premature. NRS 233B.130(1) requires a "final decision" in a contested case before the matter can proceed to court via a petition for judicial review. A "contested case" is defined as a proceeding "in which the legal rights, duties or privileges of a party are required by law to be determined by an agency after an opportunity for hearing, or in which an administrative penalty may be imposed." NRS 233B.032. The subject matter of this case constitutes a contested case because TitleMax is arguing that its legal rights and privileges are at stake.<sup>4</sup> *Id.* In addition, FID is statutorily required to determine the matter via a hearing. NRS 604A.820; NRS 604A.800. Therefore, this matter is not ripe for review by this court. *See also City of Henderson v. Kilgore*, 122 Nev. 331, 336-37, 131 P.3d 11 (2006) (the Court found that because Kilgore had failed to exhaust his administrative remedies, the matter was not ripe for

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<sup>4</sup> Though there is no right to conduct business in a way that violates statutes.

1 district court review.).<sup>5</sup> Failure to exhaust renders the controversy “nonjusticiable.” *Allstate*  
2 *Ins. Co. v. Thorpe*, 123 Nev. 565, 572, 170 P.3d 989 (2007).

3 Courts are generally in agreement that the exhaustion doctrine provides a valuable  
4 method to resolve conflicts and save valuable court resources. *Allstate*, 123 Nev. at 571. The  
5 administrative agency is the one who has the expertise, knowledge and ability to enforce its  
6 governing statutes and regulations. See NRS 233B.135(3) (“The court shall not substitute its  
7 judgment for that of the agency as to the weight or evidence on a question of fact.”); *Brocas v.*  
8 *Mirage Hotel & Casino*, 109 Nev. 579, 582-583, 854 P.2d 862 (1993) (“This court is limited to  
9 the record below and to a determination of whether the administrative body acted arbitrarily or  
10 capriciously”). Even with questions of law, the administrative agency is given great deference  
11 if the question of law is closely related to the agency’s view of the facts, and is supported by  
12 substantial evidence. *Campbell v. Nevada Tax Comm’n*, 109 Nev. 512, 853 P.2d 717 (1993).  
13 Moreover, questions of law are reviewed through petitions for judicial review pursuant to NRS  
14 233B.135(3). Once the agency has made findings of fact and conclusions of law and a final  
15 order, if a party is not satisfied with the outcome, he may then petition the court for judicial  
16 review. NRS 233B.130. However, the agency must first render a final decision. NRS  
17 233B.130(1)(b).

18 On or about October 6, 2015, TitleMax was served with an administrative complaint  
19 and a hearing notice scheduling an administrative hearing for October 27, 2015. *Exhibit C*.  
20 Because TitleMax is ready to litigate these issues in court, it cannot argue that it’s not ready  
21 for an administrative hearing or that it will be harmed. Indeed, the administrative hearing is  
22 the remedy that the Legislature created and intended to be used. NRS 604A.820. Though  
23 NRS 604A.810(2) allows FID to commence an action seeking an injunction, FID has noticed  
24 an NRS 604A.820 hearing. If FID were to pursue an injunction, irreparable harm would be

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26 <sup>5</sup> There are limited circumstances where the party does not have to exhaust administrative remedies such as  
27 the interpretation or constitutionality of a statute or where initiation of administrative proceedings would be futile.  
28 *Department of Taxation v. Scotsman*, 109 Nev. 252, 849 P.2d 317 (1993); *Déjà vu Showgirls of Las Vegas, LLC*  
*v. Dept. of Taxation*, 334 P.3d 387 (2014) (“We have recognized limited exceptions to that rule, however, when a  
statute’s interpretation or constitutionality is at issue, or when the initiation of administrative proceedings would  
be futile.” (citing *State v. Scotsman Mfg. Co., Inc.*, 109 Nev. 252, 255, 849 P.2d 317, 319 (1993))). None of these  
exceptions apply to this matter.

1 presumed and FID would simply have to show that the statute has been violated. *State of*  
2 *Nevada v. NOS Communications, Inc.*, 120 Nev. 65, 68, 84 P.3d 1052 (2004). Perhaps this is  
3 why TitleMax has jumped to seeking an injunction. Regardless, if FID was seeking an  
4 injunction, it's unlikely the court would find irreparable harm for both FID and TitleMax. The  
5 violation of a statute enacted to protect the public triggers a presumption of irreparable harm  
6 in favor the agency seeking the injunction. *Id.* Therefore, the preliminary injunction should not  
7 be granted and the administrative hearing should proceed.

8 In addition, Chapter 604A does not authorize a licensee to seek an injunction. Though  
9 Chapter 33 allows for injunctions, the Nevada Legislature is presumed to have had knowledge  
10 of Chapter 33 when it was enacting Chapter 604A and it still adopted the remedies allowing  
11 for suspension and revocation. NRS 604A.820; NRS 604A.800. It's absurd to conclude that  
12 the Legislature intended for licensees to be able to avoid suspension and revocation hearings  
13 simply by pointing to the statutes providing the same as the required remedies. *State v.*  
14 *Webster*, 102 Nev. 450, 453, 726 P.2d 831 (1986) ("The meaning of certain words in a statute  
15 may be determined after examination of the context in which they are used and by considering  
16 the spirit of the law. (citation omitted). Additionally, statutory construction should always  
17 avoid an absurd result. (citation omitted)."). As an agency in the executive branch of state  
18 government, FID is obligated to apply the statutes as written<sup>6</sup> and, in this case, FID intends to  
19 provide the statutory remedy. This court should deny the motion for preliminary injunction and  
20 allow FID to follow the law and enforce the statutes as written.

21 The Notice of Hearing and administrative complaint inform TitleMax that a hearing will  
22 be held on October 20, 2015. As previously stated, the documents also provide the requisite  
23 notice of a "statement of legal authority and jurisdiction," "[a] reference to the particular  
24 sections of the statutes and regulations involved," and a "short and plain statement of the  
25 matters asserted" as required by NRS 233B.121(2).

26 The Nevada Legislature has given the FID original jurisdiction over licensing and

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28 <sup>6</sup> *Galloway v. Truesdell*, 83 Nev. 13, 20, 422 P.2d 237 (1994) ("The executive power extends to the carrying out and enforcing the laws enacted by the Legislature. Except where there is a constitutional mandate or limitation, the Legislature may state which actions the executive shall or shall not perform.").

1 regulation of Chapter 604A licensees.<sup>7</sup> In doing so, the Nevada Legislature has empowered  
2 the FID to be the fact finder and interpreter of the statutes that it enforces. *Galloway v.*  
3 *Truesddell*, 83 Nev. 13, 29, 422 P.2d 237 (1967) (“It is well settled that under the division of  
4 powers, these ministerial fact-finding duties may not be delegated to courts . . .”). FID wants  
5 to give TitleMax a fair opportunity to present the facts at an NRS 604A.820 hearing. FID also  
6 wants to enforce the statutes as written in accordance with the separation of powers doctrine.<sup>8</sup>  
7 Contrary to TitleMax’s assertions, unless an exception to the exhaustion requirement applies,  
8 it does not have the right to declaratory relief until after there is an administrative decision and  
9 the district court reviews such decision for errors of law. NRS 233B.130; *Kilgore*, 122 Nev.  
10 331, 336-337 (2006); *Déjà vu Showgirls of Las Vegas, LLC v. Dept. of Taxation*, 130 Nev.  
11 Adv. Op. 72, 334 P.3d 387 (2014). As a state agency, the FID is not allowed to seek  
12 declaratory relief pursuant to Chapter 30 of the NRS. See NRS 30.020 (defining “person” as,  
13 “any person, partnership, joint stock company, unincorporated association or society, or  
14 municipal or other corporation of any character whatsoever.” In conjunction therewith, NRS  
15 0.039 excludes “a government, governmental agency or political subdivision of a government”  
16 from the definition of “person.”). Since FID cannot seek declaratory relief, the Legislature has  
17 expressed its intent that the FID declare what its statutes mean. In fact, FID can issue  
18 declaratory orders. NRS 233B.120. In addition, the Legislature has expressed that it wants  
19 the FID to use its expertise and knowledge to determine what the relevant evidence is and  
20 what weight to give the evidence. NRS 233B.135(3) (“The court shall not substitute its  
21 judgment for that of the agency as to the weight of evidence on a question of fact.”); NRS  
22 233B.123 (both parties are afforded the opportunity to present evidence and testimony of  
23 witnesses). Granting TitleMax declaratory relief in this case allows TitleMax to avoid obtaining  
24 the statutorily required final administrative decision.

25 TitleMax will receive due process and there is no need for a preliminary injunction. As  
26 stated, a person must generally exhaust all administrative remedies. *Allstate*, 123 Nev. at

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27 <sup>7</sup> See Footnote #3.

28 <sup>8</sup> As part of the executive branch of state government, FID is required to enforce the statutes as written and, in  
this case, FID is simply enforcing the plain language of the statutes. See Footnote #6.

571. That has not occurred here. For some reason, TitleMax doesn't want it to occur.<sup>9</sup> As stated, the Motion for Preliminary Injunction is premature because this court does not have subject matter jurisdiction. *Kilgore*, 122 Nev. 331, 336-337 (2006). Pursuant to NRCP 12(h)(3), this court can, at any time, dismiss this case, *sua sponte*, for lack of subject matter jurisdiction. FID has noticed this matter for an administrative hearing and issued a complaint setting forth the "statement of legal authority and jurisdiction," "[a] reference to the particular sections of the statutes and regulations involved," and the "short and plain statement of the matters asserted" as required by NRS 233B.121(2). A review of the administrative complaint provides the reviewer with information sufficient to show that factual issues exist and therefore this matter is not limited to the analysis of the words in the statute. *See Galloway v. Truesdell*, 83 Nev. 13, 25 (1967) (Though Article 6, Section 6, of the Nevada Constitution states that the "District Courts, and the Judges thereof shall have the power to issue writs of . . . , Injunction . . . , it also states that "They shall also have final appellate jurisdiction in cases arising in Justice Courts, and such other inferior tribunals as may be established by law.").

Pursuant to NRS 604A.940, a court can exercise jurisdiction in civil actions brought by customers of a licensee against the licensee. A court would also obtain jurisdiction if FID commenced an action seeking an injunction pursuant to NRS 604A.810. If the courts already had jurisdiction over Chapter 604A matters, there would have been no need for the Legislature to enact NRS 604A.940 and NRS 604A.810. Consequently, the statutes indicate that a court could have jurisdiction only in these limited circumstances.

Alternatively, if this Court believes that it should consider a preliminary injunction at this time, the FID argues that TitleMax has failed to meet its burden to show 1) that it has a likelihood of success on the merits, and 2) that having a hearing prior to possible suspension pursuant to NRS 604A.820 will cause irreparable harm.

**B. A preliminary injunction should not be granted.**

The District Court has the discretion to grant or deny a preliminary injunction. *Nevada Escrow Servs. v. Crockett*, 91 Nev. 201, 533 P.2d 471 (1975). In order for a preliminary

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<sup>9</sup> TitleMax avoids fines by avoiding the administrative hearing. *See NRS 604A.820(2)(b)*.

injunction to be granted, the moving party has the burden to show that he is likely to succeed on the merits and that, if the non-moving party's conduct continues, he will suffer irreparable harm for which there is no adequate remedy at law. *Department of Conservation and Natural Res. v. Foley*, 121 Nev. 77, 109 P.3d 760 (2005); *Dangberg Holdings Nev., L.L.C. v. Douglas County and its Bd. of County Comm'rs*, 115 Nev. 129, 978 P.2d 311 (1999).

In this case, because TitleMax is not likely to succeed on the merits, this court doesn't have to consider irreparable harm. If the second prong is considered, TitleMax will suffer no irreparable injury because it has been acting contrary to statute and needs to change its practices to comply with the law. In *Sobal v. Capital Management*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986), the Nevada Supreme Court stated that "acts committed *without just cause* which unreasonably interfere with a business or destroy its credit or profits, *may* do an irreparable injury."<sup>10</sup> (emphasis added). Because TitleMax is violating the statutes, FID's actions do not constitute "acts committed without just cause" nor do those actions "unreasonably interfere" with a business. *Id.* TitleMax shouldn't be doing what it's doing and therefore it cannot be said that FID is destroying TitleMax's "credit or profits." *Id.*<sup>11</sup>

**1. TitleMax is not likely to succeed on the merits.**

It is each licensee's duty to abide by the statutes and regulations. Before starting a new business practice, a licensee can request advice from FID in the form of an advisory opinion or declaratory order. NRS 233B.120 ("Each agency shall provide by regulation for the filing and prompt disposition of petitions for declaratory orders and advisory opinions as to the applicability of any statutory provision, agency regulation or decision of the agency. Declaratory orders disposing of petitions in such cases shall have the same status as agency decisions. A copy of the declaratory order or advisory opinion shall be mailed to the

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<sup>10</sup> The *Sobal* court noted that the usurpation of the business name "interfere[d] with the operation of a legitimate business by creating public confusion, infringing on goodwill, and damaging reputation in the eyes of creditors." 102 Nev. 444, 446. The same facts do not exist in this case. To the extent that the business practices at issue in this case violate the related statutes, they are not legitimate business practices.

<sup>11</sup> Even if *Com. V. Yameen*, 401 Mass. 331, 516 N.E.2d 1149, 1151 (1987) states, "A licensee whose license has been revoked or suspended *immediately* suffers the irreparable penalty of loss of [license] for which there is no practical compensation[.]" TitleMax is still required to show that it is likely to succeed on the merits. (emphasis added). Moreover, the FID is not pursuing an immediate suspension revocation.

petitioner.”). TitleMax didn’t request advice from FID before putting the practices at issue in this case in place and offering them to the public.

To succeed on the merits, TitleMax has to show that its interpretation is within the plain statutory language. Unless this court finds ambiguity in the statutory language, it cannot venture beyond the statutory language to find a different meaning. *State v. Lucero*, 249 P.3d 1226, 1228 (2011) (“The starting point for determining legislative intent is the statute's plain meaning; when a statute ‘is clear on its face, a court cannot go beyond the statute in determining legislative intent.’”).

**a. Grace Period Deferment Agreement.**

With regard to TitleMax’s Grace Period Deferment Agreement, NRS 604A.445(3)(b) states that the loan must be fully amortized. TitleMax admits that the loans are not fully amortized.<sup>12</sup> *Motion*, pp. 6-8. This should be enough to show that the transactions do not comply with Chapter 604A.

In addition, NRS 604A.210 states, “the licensee shall not charge the customer. . . [a]ny fees for granting such a grace period [] or . . . [a]ny additional fees or additional interest on the outstanding loan during such a grace period”. TitleMax states that it “unilaterally offers each borrower under the installment loan a grace period of deferment gratuitously . . .” *Motion*, p. 6, ln. 20-21. “Gratuitously” is defined as, “Given or received without cost or obligation: FREE.” Webster’s II New College Dictionary, 487 (1999). Contrary to NRS 604A.210’s prohibition against charging additional interest, TitleMax admits, and the examinations show, that TitleMax charges interest during the first seven months and during the last seven months when it is also charging the principle. *Motion*, pp. 6-8. The statutes limit the loan to a seven month loan that is fully amortized. NRS 604A.210; NRS 604A.445. Moreover, no additional interest is supposed to be charged during a grace period. NRS 604A.210. That means that TitleMax should not be charging interest during the first seven months and questions the

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<sup>12</sup> “An ‘amortization plan’ for the payment of an indebtedness is one where there are partial payments of the principal, and accrued interest, at stated periods for a definite time, at the expiration of which the entire indebtedness will be extinguished.” Black’s Law Dictionary, 83 (6<sup>th</sup> Ed. 1990).



propriety of the first seven months of the agreement. *Id.* According to NRS 604A.045<sup>13</sup>, the grace period should occur after there is a default. In this case, there is no default prior to the initiation of the alleged grace period. In reality, the alleged grace period extends the loan. Because the loan is intended to be closed ended with a maximum term of seven months, TitleMax can only offer a seven month loan that is fully amortized. By collecting seven months of interest before the seven-month statutory loan product is said to begin to get repaid with amortized payments, TitleMax is collecting additional interest in violation of NRS 604A.210.

Consequently, TitleMax is not likely to succeed on the merits.

**b. Title Loans and Non-Owners of the Vehicles.**

With regard to the title loans, TitleMax is not only violating NAC 604A.230, it is violating NRS 604A.105 and NRS 604A.115 by making loans to unauthorized persons. NRS 604A.105 restricts title loan borrowers to those who legally own the vehicle. The statute states that the customer must secure the loan by either:

- (1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee; or
- (2) Perfecting a security interest in the vehicle by having the name of the licensee or any agent, affiliate or subsidiary of the licensee noted on the title as a lienholder.

NRS 604A.105. Subsection 1 requires the customer to secure the loan by giving possession of the title to TitleMax. *Id.* It also requires the customer to be the legal owner of the vehicle. *Id.* The legal owner of the vehicle is listed on the title. NRS 604A.115 (defining "title" to mean "a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction."). Consequently, the customer/borrower is the person whose name is on the title. *Id.* If TitleMax's alleged co-borrower is not listed on the title, the person cannot be a borrower and therefore cannot be a co-borrower. If they are not co-borrowers, what are they?

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<sup>13</sup> "Default" means the failure of a customer to . . . (a) Make a scheduled payment on a loan on or before the due date for the payment under the terms of a lawful loan agreement and any grace period that complies with the provisions of NRS 604A.210 . . . ." NRS 604A.045.

TitleMax has not explained why they require an additional person in order to complete the loan agreements. The answer to this question will likely be flushed out through an administrative hearing process. In any event, pursuant to statute, title loans can only be made to the person, or persons, named on the title. NRS 604A.105.

Consequently, TitleMax is not likely to succeed on the merits.

**2. TitleMax is not in danger of suffering irreparable harm.**

Because FID will succeed on the merits, this court does not even have to consider whether this prong is met.

Nonetheless, in order to succeed on a motion for preliminary injunction, TitleMax must prove that the FIDs conduct, if allowed to continue, will cause irreparable harm for which compensatory relief is inadequate. *Finkel v. Cashman Profl, Inc.*, 128 Nev.Adv.Op. 6, 270 P.3d 1259 (2012). On review, a finding of irreparable harm will be reversed if not supported by substantial evidence. *Id.* A decision that is not supported by substantial evidence is considered arbitrary and capricious and therefore would be an abuse of discretion. *Finkel*, 270 P.3d at 1262, quoting *Stratosphere Gaming Corp. v. Las Vegas*, 120 Nev. 523, 528, 96 P.3d 753 (2004). The Nevada Supreme Court has defined substantial evidence as “that quantity and quality of evidence which a reasonable man could accept as adequate to support a conclusion.” *Dubray v. Coeur Rochester, Inc., et al.*, 112 Nev. 332, 334, 913 P.2d 1289, 1290 (1996) (quoting *Maxwell v. State Indus. Ins. Sys.*, 109 Nev. 327, 331, 849 P.2d 267, 270 (1993) (citation omitted)). TitleMax’s argument that it has and will suffer economic damages must fail first because the alleged lost profits are made in violation of the statutes at issue and, secondly, it therefore cannot produced any substantial evidence of the alleged harm.

TitleMax alleges that the statutory administrative remedies enacted by the Legislature are the proposed causes of its asserted irreparable harm. This argument is nonsensical. As explained above, the Legislature simply wouldn’t waste all the time and resources involved in creating the statutory remedies if it didn’t want them to be used. Moreover, the administrative remedies are the means by which FID pursues compliance.

TitleMax argues that any of the statutory remedies “would interfere with TitleMax’s

business, which constitutes irreparable injury.” *Motion*, p. 11, ln. 21-22. The problem with this argument is that TitleMax has been making money that it shouldn’t be making because it is violating the statutes at issue in this case. Because FID’s interpretation is correct, there is no harm to TitleMax by stopping it from collecting additional interest that it should not collect and making title loans that it should not make. Offering due process to TitleMax via an NRS 604A.820 hearing does not create irreparable harm. In addition, nothing prohibits TitleMax from attempting to obtain an injunction prohibiting imposition of a suspension should that be the outcome of a hearing. Though the FID would argue against it and argue that an NRS 233B.130 judicial review would be the appropriate remedy and an adequate legal remedy and that such a decision would remain enforceable until reversed or modified, TitleMax could try again. Allowing the FID to enforce its procedures to put an end to these statutory violations does not create irreparable harm. Indeed, it affords Chapter 604A licensees the treatment prescribed by the Legislature.

Accordingly, TitleMax has failed to show that the FID’s conduct, if allowed to continue, will cause irreparable harm for which compensatory relief is inadequate.

### 3. Protection of the Public.

TitleMax characterizes the harm to the public as an “inconvenience” to FID. TitleMax’s failure to comply with the statutes is the catalyst to this court being inconvenienced with a matter over which it lacks subject matter jurisdiction and the inconvenience to FID having to jump through these hoops and spend taxpayer resources to plead for the ability to enforce the statutory remedies that the Legislature has directed be used in such cases. According to TitleMax, FID is “an overly aggressive government entity.” *Motion*, p. 12, ln. 11. Factually, FID discovered statutory violations when conducting examinations in accordance with the Legislature’s direction. Having advised TitleMax of the violations, FID simply cannot be seen as overly aggressive when all it is doing is following the statutory directives of the Legislature. In fact, taking no action could possibly subject FID to a writ of mandamus<sup>14</sup> and/or criticism for not enforcing the statutes.

---

<sup>14</sup> *Danberg Holdings Nevada, LLC v. Douglas County*, 115 Nev. 129, 140, 978 P.2d 311 (1999).

1 FID is statutorily obligated to police the activity of its licensees to maintain compliance. If  
2 meeting its statutory obligations in this regard subjects it to being handcuffed by a preliminary  
3 injunction, then the district courts are going to be doing FID's job and there is no reason for  
4 NRS 604A.820 and NRS 604A.810 to even exist because they will have been rendered  
5 meaningless.

6 In reality, the inconvenience referred to by TitleMax is the expenditure of public resources  
7 to protect the public as intended by our Legislature. Titlemax has no right to carry on  
8 business practices that violate Chapter 604A of the NRS and therefore TitleMax will not  
9 endure any "substantial hardships." *Guion v. Terra Mktg. of Neva., Inc.*, 90 Nev. 237, 240,  
10 523 P.2d 847, 848 (1974) ("The right to carry on a lawful business without obstruction is a  
11 property right, and acts committed *without just cause or excuse* which interfere with the  
12 carrying on of plaintiff's business or destroy its custom, its credit or its profits, do an  
13 irreparable injury and thus authorize the issuance of an injunction." (citation omitted)  
14 (emphasis added)); *Motion*, p. 12, ln. 8-9. To the contrary, TitleMax should not be allowed to  
15 profit from violating the law.

16 As set forth above, the violations at issue result in borrowers paying more interest than  
17 they should and title loans being made to people who shouldn't get them. An NRS 604A.820  
18 hearing is an adequate remedy at law which will provide sufficient basis for the decision of the  
19 hearing officer, even if the decision is to suspend the license, and to protect the public.

20 If this court grants an injunction, the public will continue to be harmed while the injunction  
21 is in place. In addition, it's entirely possible that obtaining a final decision through this case  
22 will take more time than represented by TitleMax. Whereas, a Chapter 233B petition for  
23 judicial review could be filed in a fairly short amount of time and the process moves along  
24 quickly.

### 25 CONCLUSION

26 TitleMax's Motion for Preliminary Injunction on Order Shortening Time should be  
27 denied in its entirety because TitleMax has failed to exhaust its administrative remedies. In  
28 the alternative, the motion should be denied because TitleMax has failed to show that it is

likely to succeed on the merits or that it will suffer irreparable harm through an administrative hearing that constitutes an adequate remedy at law.

Based on the foregoing, Defendant FID respectfully requests that this Honorable Court deny TitleMax's Motion for Preliminary Injunction on Order Shortening Time in its entirety.

DATED this 6<sup>th</sup> day of October, 2015.

ADAM PAUL LAXALT  
Attorney General

By: /s/ DAVID J. POPE  
DAVID J. POPE  
Sr. Deputy Attorney General  
CHRISTOPHER ECCLES  
Deputy Attorney General  
Attorneys for Defendant

**CERTIFICATE OF SERVICE**

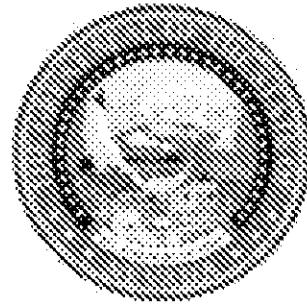
I, hereby certify that on the 6<sup>th</sup> day of October, 2015, I served the **OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME**, by causing to be delivered to the Department of General Services for mailing at Las Vegas, Nevada and via hand delivery, a true copy thereof, addressed to:

Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, Nevada 89134  
Attorneys for Plaintiff

/s/ Debra Turman  
An employee of Office of Attorney General

# Exhibit A

STATE OF NEVADA



BRIAN SANDOVAL  
*Governor*

DEPARTMENT OF BUSINESS AND INDUSTRY

BRUCE BRESLOW  
*Director*

**FINANCIAL INSTITUTIONS DIVISION**

GEORGE E. BURNS  
*Commissioner*

July 30, 2015

TitleMax of Nevada, Inc.  
DBA: TitleMax  
Attn: Victoria Newman, Compliance and Corporate Counsel  
15 Bull St., Suite 200  
Savannah, GA 31401  
Victoria.Newman@titlemax.com

Dear Ms. Newman,

Enclosed for your review are the recent reports of examination for the 42 TitleMax of Nevada Inc licensed locations in Nevada, and one TitleMax of Nevada, Inc licensed location in Savannah, Georgia.

Please refer to the attached list for the locations details. You are reminded that all information contained in the reports and this cover letter is subject to the confidentiality restrictions described on the blue cover of the reports. Please ensure that all appropriate parties review the reports of examination in their entirety.

The examination resulted in two locations with "Satisfactory" ratings and forty-one locations with "Unsatisfactory" ratings. The satisfactory rating indicates that management has demonstrated sufficient compliance with applicable statutes and regulations, and any deficiencies noted in the reports can be corrected with minimum regulatory supervision.

The "Unsatisfactory" rating means that the licensee and its management have demonstrated substantial lack of compliance with applicable statutes and regulations. Immediate remedial action to correct the noted deficiencies is required. Be advised that you may be subject to disciplinary action due to the nature of the violations. You may request an administrative hearing regarding the Division's findings of deficiencies and violations. If you do wish to request an administrative hearing, please state so in your response letter.

A written response to the examination is required within 30 days outlining the actions that will be taken to correct all deficiencies and violations noted in the report. Please send your response to the Las Vegas location at the address listed below. The Financial Institutions Division may conduct a follow up examination within three (3) months to ensure corrective actions have been implemented. Should you have any questions or concerns, please do not hesitate to call me at 702-486-4120.

LAS VEGAS  
Office of the Commissioner  
2785 E. Desert Inn Road, Suite 180  
Las Vegas, NV 89121  
(702) 486-4120 Fax (702) 486-4563

NORTHERN NEVADA  
Examination & CPA Office  
1755 East Plumb Lane, Ste 243  
Reno, NV 89502  
(775) 688-1730 Fax (775) 688-1735  
Web Address: <http://fid.state.nv.us>

CARSON CITY  
Licensing Office  
1830 College Parkway, Suite 100  
Carson City, NV 89706  
(775) 684-2970 Fax (775) 684-2977

JA000089



Should you have any questions or concerns, please do not hesitate to call me at 702-486-4120. Thank you for your cooperation during the examination process.

Sincerely,



Harveen Sekhon  
Supervisory Examiner

Enclosure(s) – 43 Reports of Examination

The following forty-three licensed locations were examined:

| Store      | Address                             | City      | State | Zip   |
|------------|-------------------------------------|-----------|-------|-------|
| TitleBucks | 7150 S. DURANGO DRIVE, #190         | LAS VEGAS | NV    | 89113 |
| TitleMax   | 6820 W. FLAMINGO RD, SUITE F & G    | LAS VEGAS | NV    | 89103 |
| TitleMax   | 6525 S. FORT APACHE ROAD, STE 110   | LAS VEGAS | NV    | 89148 |
| TitleMax   | 3525 S. FORT APACHE ROAD, SUITE 160 | LAS VEGAS | NV    | 89147 |
| TitleMax   | 4700 SPRING MOUNTAIN ROAD           | LAS VEGAS | NV    | 89102 |
| TitleMax   | 3575 W. TROPICANA AVENUE            | LAS VEGAS | NV    | 89103 |
| TitleMax   | 5060 S. FORT APACHE ROAD, SUITE 140 | LAS VEGAS | NV    | 89148 |
| TitleMax   | 6795 W. TROPICANA AVENUE, SUITE 140 | LAS VEGAS | NV    | 89103 |
| TitleMax   | 7615 S. RAINBOW BLVD, STE 100       | LAS VEGAS | NV    | 89139 |
| TitleMax   | 7380 S. EASTERN AVENUE, SUITE 126   | LAS VEGAS | NV    | 89123 |
| TitleMax   | 3810 BLUE DIAMOND ROAD #150         | LAS VEGAS | NV    | 89139 |
| TitleMax   | 6530 S. DECATUR BLVD, #100          | LAS VEGAS | NV    | 89118 |
| TitleMax   | 9555 S. EASTERN AVE, SUITE 105      | LAS VEGAS | NV    | 89123 |
| TitleMax   | 3391 E. TROPICANA AVENUE, STE 1     | LAS VEGAS | NV    | 89121 |
| TitleMax   | 3547 S. MARYLAND PKWY               | LAS VEGAS | NV    | 89169 |
| TitleMax   | 3365 E. FLAMINGO ROAD, SUITE 1      | LAS VEGAS | NV    | 89121 |
| TitleMax   | 4749 S. MARYLAND PKWY               | LAS VEGAS | NV    | 89119 |
| TitleMax   | 4650 E. SUNSET ROAD, SUITE C        | HENDERSON | NV    | 89014 |
| TitleMax   | 16 W. HORIZON RIDGE PKWY #160       | HENDERSON | NV    | 89012 |
| TitleMax   | 4944 BOULDER HIGHWAY                | LAS VEGAS | NV    | 89121 |
| TitleMax   | 4000 BOULDER HWY, SUITE 5           | LAS VEGAS | NV    | 89121 |
| TitleMax   | 1210 N. BOULDER HWY, SUITE C        | HENDERSON | NV    | 89011 |
| TitleBucks | 4150 BOULDER HIGHWAY, SUITE 105     | LAS VEGAS | NV    | 89121 |
| TitleMax   | 2400 N. BUFFALO DRIVE #140          | LAS VEGAS | NV    | 89128 |
| TitleMax   | 2550 S. EASTERN AVENUE              | LAS VEGAS | NV    | 89169 |
| TitleMax   | 6450 W. LAKE MEAD BLVD, STE 150     | LAS VEGAS | NV    | 89108 |
| TitleMax   | 3900 W. SAHARA AVENUE               | LAS VEGAS | NV    | 89102 |
| TitleMax   | 4811 WEST CRAIG ROAD                | LAS VEGAS | NV    | 89130 |
| TitleMax   | 6436 N. DECATUR BLVD., #115         | LAS VEGAS | NV    | 89131 |
| TitleMax   | 4077 W. CHARLESTON BLVD.            | LAS VEGAS | NV    | 89102 |
| TitleBucks | 4750 W. LAKE MEAD, #102             | LAS VEGAS | NV    | 89108 |
| TitleMax   | 8414 W. FARM ROAD, SUITE 130        | LAS VEGAS | NV    | 89131 |

|            |                                |             |    |       |
|------------|--------------------------------|-------------|----|-------|
| TitleMax   | 4001 N. LAS VEGAS BLVD.        | LAS VEGAS   | NV | 89115 |
| TitleMax   | 3220 S. VIRGINIA STREET        | RENO        | NV | 89502 |
| TitleMax   | 2020 E. WILLIAMS STREET        | CARSON CITY | NV | 89701 |
| TitleMax   | 1995 W. WILLIAMS AVENUE        | FALLON      | NV | 89406 |
| TitleMax   | 900 W. FIFTH STREET            | RENO        | NV | 89503 |
| TitleMax   | 1600 N. NELLIS BLVD, SUITE 102 | LAS VEGAS   | NV | 89115 |
| TitleMax   | 1225 E. CHARLESTON BLVD.       | LAS VEGAS   | NV | 89104 |
| TitleMax   | 4741 E. CHARLESTON BLVD.       | LAS VEGAS   | NV | 89104 |
| TitleMax   | 15 BULL ST., SUITE 200         | SAVANNAH    | GA | 31401 |
| TitleBucks | 6060 BOULDER HWY, SUITE 5 & 6  | LAS VEGAS   | NV | 89122 |
| TitleMax   | 5871 E LAKE MEAD BLVD          | LAS VEGAS   | NV | 89156 |

# Exhibit B

**AFFIDAVIT OF HARVEEN SEKHON**

STATE OF NEVADA                    )  
  )       :ss.  
COUNTY OF CLARK                )

I, HARVEEN SEKHON, being first duly sworn, depose and say:

1. That I am employed by the State of Nevada Department of Business and Industry, Financial Institutions Division ("FID") as an Examiner IV (Supervisory Examiner), that, pursuant to said employment, I have personal knowledge of the facts set forth hereunder, and that I am competent to testify to the same;

2. I have been employed with the FID for approximately 5 years;

3. That my responsibilities as an Examiner IV include reviewing examination reports before they are finalized and determining whether there will be a "satisfactory", "needs improvement" or "unsatisfactory" rating;

4. That, in the event a licensee receives an unsatisfactory rating, the licensee will be given 30 days to submit a plan of compliance or indicate that they do not plan to comply and request a hearing;

5. That, the FID may also conduct a follow-up exam within 3 months of the issuance of the exam for the purpose of determining whether the licensee has come into compliance;

6. That the FID can wait until after the follow-up exam before issuing a cease and desist order resulting in an opportunity for a hearing;

7. That the FID has begun offering the opportunity for a hearing earlier in the process and the licensees are afforded the opportunity to request a hearing within the 30 day period following the issuance of the "unsatisfactory" exam results and, should a hearing be requested, a notice of hearing will be issued;

8. That, with regard to "unsatisfactory" ratings, the administrative procedure has included (during the time that I have been employed with the FID), the issuance of "unsatisfactory" exam results followed by a period in which to come into compliance, which is followed by a cease and desist order and opportunity for a hearing provided the licensee does not come into compliance;

1           9.       The difference now is that the licensee receives an additional opportunity for a hearing  
2 before a cease and desist order is issued;

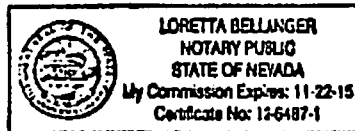
3           10.       Therefore, contrary to TitleMax's assertions, they do have an administrative remedy;

4 FURTHER AFFIANT SAYETH NAUGHT.

5  
6 Harveen Sekhon  
Harveen Sekhon, Examiner IV

7 SIGNED AND SWORN to before me by on  
8 this 17 day of September, 2015.

9  
10 Loretta Bellanger  
NOTARY PUBLIC



# Exhibit C

ADAM PAUL LAXALT  
Attorney General  
DAVID POPE  
Senior Deputy Attorney General  
CHRISTOPHER ECCLES  
Deputy Attorney General  
555 East Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Telephone: (702) 486-3105  
Facsimile: (702) 486-3416  
E-Mail: [cecclles@ag.nv.gov](mailto:cecclles@ag.nv.gov)

**BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION**

\* \* \*

|                              |   |                                     |
|------------------------------|---|-------------------------------------|
| IN THE MATTER OF:            | ) | <u>ADMINISTRATIVE COMPLAINT FOR</u> |
|                              | ) | <u>DISCIPLINARY ACTION AND</u>      |
| TITLEMAX OF NEVADA, INC. and | ) | <u>NOTICE OF HEARING</u>            |
| TITLEBUCKS d/b/a TITLEMAX    | ) |                                     |

**ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION**

GEORGE E. BURNS, Commissioner of the NEVADA FINANCIAL INSTITUTIONS DIVISION of the DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the "Division"), complains for disciplinary action against TITLEMAX OF NEVADA, INC. and TITLEBUCKS d/b/a TITLEMAX (hereinafter "TITLEMAX") as follows:

**JURISDICTION**

- Pursuant to Nevada Revised Statutes (NRS) Chapter 604A, the Division is vested with the exclusive and original jurisdiction over the regulation, business practices, licensing, examinations, and disciplinary action related to deferred deposit lending, high-interest lending, title lending, and check cashing services in Nevada.
- TITLEMAX is now, and was at all pertinent times alleged herein, licensed in Nevada by the Division as a deferred deposit lender, and / or a high-interest lender, and / or a title lender, and / or a check cashing service, pursuant to NRS Chapter 604A.
- As the holder of a Chapter 604A license, TITLEMAX is subject to the provisions of NRS Chapter 604A and Nevada Administrative Code (NAC) Chapter 604A.

4. The Division files this Complaint pursuant to NRS 604A.820 based upon the matters asserted herein and seeks the relief set forth below.

### **FACTUAL ALLEGATIONS**

#### **GENERAL FACTS**

5. TITLEMAX is incorporated as a domestic corporation under the laws of Nevada and its resident agent is The Corporation Trust Company of Nevada, located at 701 S. Carson Street, Suite 200, Carson City, Nevada 89701.

6. TITLEMAX is licensed by the Division to conduct the business of lending at 42 locations in Nevada and the corporate office is located at 15 Bull Street, Suite 200, Savannah, Georgia 31401.

7. On or about May 4, 2015, through on or about June 17, 2015, the Division conducted its annual examination of TITLEMAX to ensure compliance with NRS Chapter 604A and NAC Chapter 604A (the "2015 Examination").

8. The 2015 Examination involved a review of two to five percent of TITLEMAX'S loans at each of TITLEMAX'S 42 locations in Nevada.

9. The Division issued a Report of Examination (ROE) to TITLEMAX based upon the results of the 2015 Examination.

10. The Division rates licensees as follows, in descending order of compliance: Satisfactory, Needs Improvement, or Unsatisfactory.

11. The Division rated TITLEMAX "Needs Improvement" in its 2014 ROE due to TITLEMAX'S violations of NRS 604A.210, NRS 604A.445, and NAC 604A.230.

12. During the 2015 Examination, the Division cited TITLEMAX for repeatedly violating NRS 604A.210, NRS 604A.445, and NAC 604A.230.

13. Thus, in the 2015 ROE, the Division rated TITLEMAX "Unsatisfactory" due to the repeated violations.

14. The repeated violations cited in the 2015 Examination are:

a. Charging interest in violation of NRS 604A.210 and / or NRS 604A.445; and



b. Requiring or accepting co-borrowers on title loans in which the co-borrower has no ownership in the vehicle used for the title loan, in violation of NAC 604A.230 in accordance with NRS 604A.105 and NRS 604A.115.

15. The Commissioner has reasonable cause to believe that TITLEMAX is violating or is threatening to or intends to violate provisions of NRS Chapter 604A and NAC Chapter 604A.

#### **FACTS REGARDING TITLEMAX'S UNLAWFUL GRACE PERIOD AMENDMENT**

16. Pursuant to the TITLEMAX'S original Title Loan Agreement (Loan), the customer makes seven fully amortized installment payments within 210 days to pay the loan off without a balloon payment at the end of the loan.

17. The Division has concluded that the Loan complies with NRS 604A.445(3)(a)-(d).

18. During the 2014 and 2015 Examinations, the Division's examiners observed TITLEMAX employees routinely offer customers an amendment to the Loan called the "Grace Period Payments Deferment Agreement" (Grace Period Amendment).

19. The text of the Grace Period Amendment provides in pertinent part:

"Because this is only an amendment and modification of the loan agreement in which we are only modifying and deferring your payments under the Title Loan Agreement, you acknowledge and agree that all of the terms and conditions of the Title Loan Agreement, including the charging of simple interest and waiver of jury train and arbitration provision remain in full force and effect."

20. As a business pattern and practice, TITLEMAX employees offer the Grace Period Amendment prior to the customer's default on the Loan.

21. Customers are lured into the Grace Period Amendment because it typically decreases their initial payments.

22. Payments are not fully amortized under Grace Period Amendment.

23. TITLEMAX charges customers more money under the Grace Period Amendment than it does under the Loan.

24. The Grace Period Amendment schedules 14 monthly payments within 390 days.

25. Documents from the 2015 Examination show that TITLEMAX charges customers more money under the Grace Period Amendment than under the Loan.<sup>1, 2</sup>

| Loan No.      | Customer Name | Amount due under the Loan | Amount paid by the customer under the Grace Period Amendment | Unlawful overage amount charged and received by TITLEMAX |
|---------------|---------------|---------------------------|--|--|
| 10169-0121672 | J.V.          | \$5,079.66                | \$5,826.74   | <b>\$747.08</b>  |
| 11669-0112962 | G.T.          | \$3,500.21                | \$4,219.84   | <b>\$719.63</b>  |
| 11169-0129196 | B.P.          | \$7,212.73                | \$8,645.45   | <b>\$1,432.72</b>  |
| 10069-0120952 | M.A.          | \$11,880.22               | \$14,133.17  | <b>\$2,252.95</b>  |

26. Documents from the 2015 Examination show 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment than under the Loan.

27. The 307 examples only reflect the two to five percent sampling of loans examined by the Division.

28. Of those 307 examples, TITLEMAX charged and received unlawful overage amounts from 24 customers totaling \$8,863.21.

29. Of those 307 examples, 283 remain in "open" status whereby TITLMAX charged and will potentially receive unlawful overage amounts totaling \$370,090.74.

30. Assuming that the 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment reflects a five percent sample size, then by mathematical extrapolation, TITLEMAX may have unlawfully charged customers a total of approximately 6,140 times during the period covered by the 2015 Examination.

<sup>1</sup> This Table summarizes four of TITLEMAX'S loans examined during the 2015 Examination whereby each customer has already paid the unlawful overage amount.

<sup>2</sup> **Exhibits 1-4**, attached hereto, include the Loan, Grace Period Amendment, and Customer Receipts for each of the four loans summarized by the Table. The fact that payments are not amortized under the Grace Period Amendment is evidenced by Bates Stamped page 007 in each the exhibits.

31. Further, assuming that the average overage amount charged by TITLEMAX under each Grace Period Amendment is \$1,288.09 (determined by averaging the unlawful charges from paragraph 25), then TITLEMAX unlawfully charged Nevada customers approximately \$7,908,872.60 during the period covered by the 2015 Examination.

32. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX charged customers more money under the Grace Period Amendment.

33. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX charged customers more money under the Grace Periods Amendment, after the Division rated TITLEMAX "Needs Improvement" in the 2014 examination.

34. NRS 604A.070 provides in full as follows:

**NRS 604A.070 "Grace period" defined.**

1. "Grace period" means any period of deferment offered gratuitously by a licensee to a customer if the licensee complies with the provisions of NRS 604A.210.

35. NRS 604A.210 provides in full as follows:

**NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period.**

The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that **the licensee shall not charge the customer:**

2. **Any fees for granting such a grace period; or  
Any additional fees or additional interest on the  
outstanding loan during such a grace period.**  
(Emphasis added.)

...

...

...

...

...

...

...

36. NRS 604A.445(3) provides in full as follows:

**NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.**

**Notwithstanding any other provision of this chapter to the contrary:**

...

**3. The original term of a title loan may be up to 210 days if:**

- (a) The loan provides for payments in installments;
- (b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;**
- (c) The loan is not subject to any extension; and
- (d) The loan does not require a balloon payment of any kind.

(Emphasis added.)

37. TITLEMAX, through its Grace Period Amendment, charges additional fees and / or additional interest during grace periods.

38. TITLEMAX, through its Grace Period Amendment, makes title loans that last up to 390 days, which exceeds the maximum original term of 210 days allowed pursuant to NRS 604A.445(3).

39. TITLEMAX, through its Grace Period Amendment, makes title loans whereby payments are not fully amortized.

40. TITLEMAX, through its Grace Period Amendment, makes title loans that require one or more balloon payments.

41. TITLEMAX'S repeated violations were without any attempt to correct the deficiencies, and thus the repeated violations were willful, and / or intentional, and / or without any exercise of due care.

42. TITLEMAX'S systematic business practice of amending the Loan via the Grace Period Amendment is predatory and shows a *willful* intent to evade NRS and NAC 604A in order to *unlawfully* charge Nevada customers what may amount to *millions* of dollars.

...

## FACTS REGARDING TITLEMAX'S UNLAWFUL GUARANTORS

43. Onsite visits to TITLEMAX locations and conversations between the Division's examiners and TITLEMAX's employees show that TITLEMAX requires and / or accepts a guarantor to a transaction entered into with a customer.

44. Examination papers from the 2015 Examination show that TITLEMAX requires and / or accepts a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

45. TITLEMAX's loan agreements require and / or accept a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

46. NRS 604A.105(1)(a)(1)-(2) provides in full as follows:

### **NRS 604A.105 "Title loan" defined.**

1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms:

(a) Charges an annual percentage rate of more than 35 percent; and

(b) **Requires the customer to secure the loan** by either:

(1) **Giving possession of the title to a vehicle legally owned by the customer to the licensee** or any agent, affiliate or subsidiary of the licensee; or

(2) Perfecting a security interest in the vehicle by having the name of the licensee or any agent, affiliate or subsidiary of the licensee noted on the title as a lienholder.

(Emphasis added.)

47. NRS 604A.115 provides in full as follows:

### **NRS 604A.115 "Title to a vehicle" or "title" defined.**

"Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

48. NAC 604A.230(1)(a) provides in full as follows:

### **NAC 604A.230(1) Prohibited acts: Miscellaneous acts.**

1. A licensee shall not:

(a) Require or accept a guarantor to a transaction entered into with a customer.

- 1 49. The term "guarantor" is not defined in NRS Chapter 604A or NAC 604A.
- 2 50. A guarantor is "One who makes a guaranty or gives security for a debt." BLACK'S LAW
- 3 DICTIONARY 711 (7<sup>th</sup> ed. 1999).
- 4 51. A guaranty is "A promise to answer for the payment of some debt, or the performance of
- 5 some duty, in case of the failure of another who is liable in the first instance." BLACK'S LAW
- 6 DICTIONARY 712 (7<sup>th</sup> ed. 1999).
- 7 52. A title loan requires the *customer* to secure the loan. NRS 604A.105(1)(b).
- 8 53. A title loan requires that the *customer* give possession of the *title to a vehicle legally*
- 9 *owned by the customer* to the licensee. NRS 604A.105(1)(b)(1).
- 10 54. Regardless of whether guarantor is called a co-borrower or a co-signor, the licensee is
- 11 prohibited from requiring or accepting security or a promise to answer for payment from
- 12 anyone other than the customer whose name is on the title.
- 13 55. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX
- 14 required or accepted a guarantor to a loan with a customer.
- 15 56. An evidentiary hearing is necessary to determine why TITLEMAX required or accepted
- 16 a guarantor to a loan with a customer.
- 17 57. An evidentiary hearing is necessary to determine what, if any, effect the relationship
- 18 between the customer and the guarantor would have on the Division's analysis.
- 19 58. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX
- 20 required or accepted a guarantor to a loan with a customer, after the Division rated
- 21 TITLEMAX "Needs Improvement" in the 2014 examination.

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**ALLEGED VIOLATIONS**

59. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.210(1) and / or (2), one or more times, by charging the customer additional fees and / or interest during a grace period.
60. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.210(1) and / or (2), one or more times, by charging the customer additional fees and / or interest during a grace period.
61. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.
62. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.
63. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(c), one or more times, by extending loans to customers for a term of up to 390 days.
64. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(c), one or more times, by extending loans to customers for a term of up to 390 days.
65. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(d), one or more times, by separating interest and principal which results in the customer paying one or more balloon payments.

1 66. Based upon and incorporating by reference the foregoing Factual Allegations, the  
2 Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(d), one or  
3 more times, by separating interest and principal which results in the customer paying  
4 one or more balloon payments.

5 67. Based upon and incorporating by reference the foregoing Factual Allegations, the  
6 Commissioner alleges that one or more of TITLEMAX'S repeat violations are **willful,**  
7 **and / or intentional, and / or without any exercise of due care** to prevent the repeat  
8 violations.

9 **DISCIPLINE AUTHORIZED**

10 68. NRS 604A.810 provides in full as follows:

11 **NRS 604A.810 Order to desist and refrain; action to enjoin**  
12 **violation; appointment of receiver.**

- 13 1. **Whenever the Commissioner has reasonable cause to**  
14 **believe that any person is violating or is threatening to or**  
15 **intends to violate any provision of this chapter, the**  
16 **Commissioner may, in addition to all actions provided for**  
17 **in this chapter and without prejudice thereto, enter an**  
18 **order requiring the person to desist or to refrain from such**  
19 **violation.**
- 20 2. The Attorney General or the Commissioner may bring an action  
21 to enjoin a person from engaging in or continuing a violation or  
22 from doing any act or acts in furtherance thereof. In any such  
23 action, an order or judgment may be entered awarding a  
24 preliminary or final injunction as may be deemed proper.
- 25 3. In addition to all other means provided by law for the  
26 enforcement of a restraining order or injunction, the court in  
27 which an action is brought may impound, and appoint a receiver  
28 for, the property and business of the defendant, including  
books, papers, documents and records pertaining thereto, or so  
much thereof as the court may deem reasonably necessary to  
prevent violations of this chapter through or by means of the  
use of property and business, whether such books, papers,  
documents and records are in the possession of the defendant,  
a registered agent acting on behalf of the defendant or any  
other person. A receiver, when appointed and qualified, has  
such powers and duties as to custody, collection,  
administration, winding up and liquidation of such property and



business as may from time to time be conferred upon the receiver by the court.  
(Emphasis added.)

69. The procedures for taking disciplinary action are as follows:

**NRS 604A.820 Procedure for taking disciplinary action; authorized disciplinary action; grounds.**

1. If the Commissioner has reason to believe that grounds for revocation or suspension of a license exist, he shall give 20 days' written notice to the licensee stating the contemplated action and, in general, the grounds therefore and set a date for a hearing.
2. At the conclusion of a hearing, the Commissioner shall:
  - (a) Enter a written order dismissing the charges, revoking the license or suspending the license for a period of not more than 60 days, which period must include any prior temporary suspension. The Commissioner shall send a copy of the order to the licensee by registered or certified mail.
  - (b) **Impose upon the licensee an administrative fine of not more than \$10,000 for each violation** by the licensee of any provision of this chapter or any regulation adopted pursuant thereto.
  - (c) If a fine is imposed pursuant to this section, enter such order as is necessary to **recover the costs of the proceeding, including his investigative costs and attorney's fees.**  
(Emphasis added.)
3. **The grounds for revocation or suspension of a license are that:**
  - (a) The licensee has failed to pay the annual license fee;
  - (b) **The licensee, either knowingly or without any exercise of due care to prevent it, has violated any provision of this chapter or any lawful regulation adopted pursuant thereto;**
  - (c) The licensee has failed to pay a tax as required pursuant to the provisions of chapter 363A of NRS;
  - (d) Any fact or condition exists which would have justified the Commissioner in denying the licensee's original application for a license pursuant to the provisions of this chapter; or
  - (e) The licensee:
    - (1) Failed to open an office for the conduct of the business authorized by his license within 180 days after the date his license was issued; or

(2) Has failed to remain open for the conduct of the business for a period of 180 days without good cause therefore.

4. Any revocation or suspension applies only to the license granted to a person for the particular office for which grounds for revocation or suspension exist.

5. An order suspending or revoking a license becomes effective 5 days after being entered unless the order specifies otherwise or a stay is granted.

70. NRS 604A.900 provides in full as follows:

**NRS 604A.900 Remedies for certain willful violations.**

1. Except as otherwise provided in this section, if a licensee willfully:
  - (a) **Enters into a loan agreement for an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto;**
  - (b) **Demands, collects or receives an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto; or**
  - (c) **Commits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto,**  
→ **the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to the loan.**
2. The provisions of this section do not apply if:
  - (a) A licensee shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error of computation, notwithstanding the maintenance of procedures reasonably adapted to avoid that error; and
  - (b) Within 60 days after discovering the error, the licensee notifies the customer of the error and makes whatever adjustments in the account are necessary to correct the error.  
(Emphasis added.)

**RELIEF SOUGHT**

71. Based upon the allegations contained herein which constitute sufficient cause for disciplinary action against the licensee pursuant to the provisions of NRS Chapter 604A and NAC Chapter 604A, the Commissioner prays for relief as follows:

- A. That TITLEMAX be fined a monetary sum pursuant to the parameters defined at NRS 604A.820(2);
- B. That action be taken against TITLEMAX's license pursuant to the parameters defined at NRS 604A.820(2);
- C. That TITLEMAX pay the costs of the proceeding, including investigative costs, and attorney's fees pursuant to the parameters defined at NRS 604A.820(2);
- D. That TITLEMAX be ordered to desist and refrain from violating NRS 604A.210 and / or NRS 604A.445, and / or NAC 604A.230;
- E. That TITLEMAX'S willful violations result in a finding that the loans are VOID pursuant to NRS 604A.900; and
- F. For such other and further relief as the Administrative Law Judge may deem just and proper.

DATED this 6th day of October, 2015.

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

By: \_\_\_\_\_

GEORGE E. BURNS  
Commissioner

**NOTICE OF HEARING**

THEREFORE, TITLEMAX is directed to answer in writing the Administrative Complaint for Disciplinary Action within 10 days from service and to serve the same upon the undersigned Deputy Attorney General. A hearing into this matter will be held at:

**The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, beginning on October 27, 2015, through October 28, 2015, beginning each day at 10:00 a.m. until 5:00 p.m. or until the matter is concluded.**

The Administrative Law Judge will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the Commission. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA

By: \_\_\_\_\_

GEORGE E. BURNS  
Commissioner

SUBMITTED BY:

ADAM PAUL LAXALT  
Attorney General

By: \_\_\_\_\_

CHRISTOPHER ECCLES  
Deputy Attorney General

# EXHIBIT 1

# Title Loan Agreement

Date: 8/16/2014

Number: 10169-0121672

|  |                         |   |                      |  |                      |
|--|-------------------------|---|----------------------|--|----------------------|
| <b>Customer &amp; Co-Customer Information</b>            |                         | <b>ACCOUNT NUMBER:</b> 10169-0121672  |                      |  |                      |
| FIRST NAME<br>Ju   | LAST NAME<br>V          | CO-CUSTOMER FIRST NAME  |                      | CO-CUSTOMER LAST NAME                  |                      |
| SSN<br>(SSN) X   | DRIVERS LIC/STATE ID NO | CO-CUSTOMER SSN   |                      | CO-CUSTOMER'S DRIVERS LIC/STATE ID NO. |                      |
| STREET ADDRESS   |                         | CO-CUSTOMER STREET ADDRESS  |                      |  |                      |
| City<br>Las Vegas  | STATE<br>NV             | ZIP CODE<br>89102   | CO-CUSTOMER CITY     | CO-CUSTOMER STATE                      | CO-CUSTOMER ZIP CODE |
| HOME PHONE   | DATE OF BIRTH           | CO-CUSTOMER HOME PHONE  |                      | CO-CUSTOMER DATE OF BIRTH              |                      |
| <b>Motor Vehicle &amp; Licensee Information</b>          |                         | <b>LICENSEE'S HOURS OF OPERATION:</b><br>Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday |                      |  |                      |
| LICENSEE NAME<br>TitleMax of Nevada, Inc. d/b/a TitleMax |                         | LICENSEE PHONE NUMBER<br>(702)262-5479  |                      |  |                      |
| LICENSEE STREET ADDRESS<br>3900 West Sahara Ave          |                         | LICENSEE CITY<br>Las Vegas  | LICENSEE STATE<br>NV | LICENSEE ZIP CODE<br>89102             |                      |
| VEHICLE IDENTIFICATION NUMBER (VIN)                      |                         | LICENSE PLATE   |                      |  |                      |
| VEHICLE YEAR<br>2002                                     | VEHICLE MAKE<br>Nissan  | VEHICLE MODEL<br>Frontier   | COLOR<br>YELLOW      |  |                      |

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$3,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until 03/14/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following telephone number: (702) 486-5362

Page 1 of 2

TM TitleMax of Nevada Agreement 8/16/14

JA000111

Ex.1 --001

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

| <b>ANNUAL<br/>PERCENTAGE RATE</b><br>The cost of your credit as a<br>yearly rate. | <b>FINANCE CHARGE</b><br>The dollar amount the credit<br>will cost you. | <b>Amount Financed</b><br>The amount of credit<br>provided to you or on your<br>behalf. | <b>Total of Payments</b><br>The amount you will have<br>paid after you have made all<br>payments as scheduled. |
|---|---|---|--|
| 182.3771 %  | \$2,059.66  | \$3,020.00  | \$5,079.66   |

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due                 |
|--------------------|--------------------|---------------------------------------|
| 6                  | \$725.67           | 9/15/2014 and each 30 days thereafter |
| 1                  | \$725.64           | 3/14/2015                             |

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

|   |            |
|---|------------|
| Itemization of Amount Financed of       | \$3,020.00 |
| 1. Amount given to you directly:        | \$3,000.00 |
| 2. Amount paid on your account:         | \$0.00     |
| 3. Amount paid to public officials:     | \$20.00    |
| 4. Amount paid to _____ on your behalf: | \$0.00     |

**Calculation of Interest, Application of Payments and Security Interest.** We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: 800.804.0368

Page 2 of 5

FINANCIAL SERVICES GROUP, INC.

JA000112  
Ex.1 --002



**Repayment Plan Disclosure:** If you default on a loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossess the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.** You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (i) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.** Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: 1-800-544-1343.

Page 6 of 11  
W-TB-AV-Consumer-Loan-Agreement (2/14/21)

JA000113  
Ex.1 --003



2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

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

Any comments or questions may be directed to Customer Service at the following toll-free number: 1-800-437-3027

Page 4 of 5  
T-0785 Vehicle Statement of Loan Agreement 2-04-2014

JA000114

Ex 1 -- 004

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

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.


**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment. You acknowledge that the loan does not require a balloon payment of any kind. You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

8-16-14  
Date

  
Its Authorized Agent

8/16/14  
Date

Co-Customer's Signature

Date

Any differences or questions may be directed to Customer Service at the following toll-free number: 1-800-345-3455.

Page 3 of 3  
If you are not a customer, please do not sign.

JA000115  
Ex.1 --005

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 9-16-14

Account Number: 10169-0121672

|  |  |
|--|--|
| Customer Name:<br>J [REDACTED]<br>Address:<br>[REDACTED]<br>Las Vegas, NV 89102<br><br>Co-Borrower Name:<br><br>Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax<br>Address: 3900 West Sahara Ave<br>Las Vegas, NV 89102<br><br>Vehicle Information: 2002 Nissan Frontier [REDACTED] |
|--|--|

**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 08/16/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Grace Periods Payments Deferment Schedule

| Payment Number  | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1   | \$452.69          | 9/15/2014                  |
| 2   | \$452.69          | 10/15/2014                 |
| 3   | \$452.69          | 11/14/2014                 |
| 4   | \$452.69          | 12/14/2014                 |
| 5   | \$452.69          | 1/13/2015                  |
| 6   | \$452.69          | 2/12/2015                  |
| 7   | \$452.69          | 3/14/2015                  |
| 8   | \$431.43          | 4/13/2015                  |
| 9   | \$431.43          | 5/13/2015                  |
| 10  | \$431.43          | 6/12/2015                  |
| 11  | \$431.43          | 7/12/2015                  |
| 12  | \$431.43          | 8/11/2015                  |
| 13  | \$431.43          | 9/10/2015                  |
| 14  | \$431.42          | 10/10/2015                 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: |                   | \$6,188.83                 |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Customer's Signature \_\_\_\_\_ Date 9-16-14

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

JA000119  
Ex.1 --009

## Customer Receipt/Repayment Plan Receipt (210 day loan)


|   |   |   |
|---|---|---|
| <b>NAME AND ADDRESS OF THE LICENSEE:</b><br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102  |   | <b>PAYMENT MADE ON BEHALF OF OR BY:</b><br>J. V. [REDACTED]       |
| <b>LOAN AGREEMENT IDENTIFICATION NO.</b><br>10169-0121672<br><br><b>LOAN AGREEMENT DATE:</b><br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |   | <b>DATE/TIME OF RECEIPT OF PAYMENT:</b><br>09/16/2014 02:45:10 PM |
| <b>AMOUNT PAID:</b><br>\$455.00   | <b>AGENT RECEIVING PAYMENT:</b><br>Antonio Silvas |   |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$455.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$455.00   |
| BALANCE DUE ON LOAN:     | \$3,032.79 |
| NEXT SCHEDULED DUE DATE: | 10/15/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment In Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |   |  |
|---|--|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>J [REDACTED] V [REDACTED] |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10169-0121672<br><br>LOAN AGREEMENT DATE:<br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>10/16/2014 11:35:40 AM    |  |
| AMOUNT PAID:<br>\$453.00  |  | AGENT RECEIVING PAYMENT:<br>Jenette Chavez                    |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$453.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$453.00   |
| BALANCE DUE ON LOAN:     | \$3,032.49 |
| NEXT SCHEDULED DUE DATE: | 11/14/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name

Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |
|---|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>J V                    |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10169-0121672<br><br>LOAN AGREEMENT DATE:<br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>11/17/2014 03:02:36 PM |
| AMOUNT PAID:<br>\$455.00  | AGENT RECEIVING PAYMENT:<br>Lucero Luevano |  |


### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$455.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$455.00   |
| BALANCE DUE ON LOAN:     | \$3,060.37 |
| NEXT SCHEDULED DUE DATE: | 12/14/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |   |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>J [REDACTED] V [REDACTED] |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10169-0121672<br><br>LOAN AGREEMENT DATE:<br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>12/16/2014 03:15:03 PM    |
| AMOUNT PAID:<br>\$453.00  | AGENT RECEIVING PAYMENT:<br>Lucero Luevano |   |

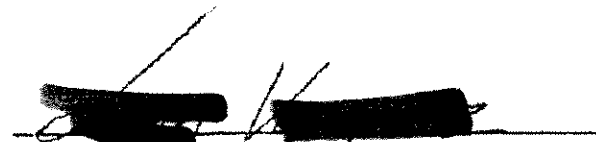
### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$453.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$453.00   |
| BALANCE DUE ON LOAN:     | \$3,044.98 |
| NEXT SCHEDULED DUE DATE: | 1/13/2015  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment In Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature

# Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |
|---|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>JUAN V. LUEVANO        |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10169-0121672<br><br>LOAN AGREEMENT DATE:<br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>01/19/2015 03:19:39 PM |
| AMOUNT PAID:<br>\$453.00  | AGENT RECEIVING PAYMENT:<br>Lucero Luevano |  |

## TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$453.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$453.00   |
| BALANCE DUE ON LOAN:     | \$3,105.04 |
| NEXT SCHEDULED DUE DATE: | 2/12/2015  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name JUAN V. LUEVANO

Signature [Signature]

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |   |  |
|---|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #2 Charleston<br>3900 West Sahara Ave<br>Las Vegas, NV 89102   |   | PAYMENT MADE ON BEHALF OF OR BY:<br>[REDACTED]             |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10169-0121672<br><br>LOAN AGREEMENT DATE:<br>8/16/2014 3:39:11 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/18/2015 01:55:00 PM |
| AMOUNT PAID:<br>\$3,557.74  | AGENT RECEIVING PAYMENT:<br>Xochitl Ramos |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$3,020.00 |
| INTEREST PAID:           | \$537.74   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$3,557.74 |
| BALANCE DUE ON LOAN:     | \$0.00     |
| NEXT SCHEDULED DUE DATE: | 3/14/2015  |

- ☐ Account paid in full by rescission.
- ☒ Account paid in full.
- ☒ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

[REDACTED]  
Printed Name

[REDACTED]  
Signature

# EXHIBIT 2

## Title Loan Agreement

Number: 11669-0112962

|   |               |  |                   |  |  |
|---|---------------|--|-------------------|--|--|
| <b>Information</b>                              |               | ACCOUNT NUMBER: 11669-0112962  |                   |  |  |
| LAST NAME                                       |               | CO-CUSTOMER FIRST NAME   |                   | CO-CUSTOMER LAST NAME                    |  |
| DRIVERS LIC./STATE ID. NO.                      |               | CO-CUSTOMER SSN  |                   | CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. |  |
| SS  |               | CO-CUSTOMER STREET ADDRESS   |                   |  |  |
| STATE   | ZIP CODE      | CO-CUSTOMER CITY   | CO-CUSTOMER STATE | CO-CUSTOMER ZIP CODE                     |  |
| NV  | 89074         |  |                   |  |  |
| PHONE   | DATE OF BIRTH | CO-CUSTOMER HOME PHONE   |                   | CO-CUSTOMER DATE OF BIRTH                |  |
|   |               |  |                   |  |  |
| <b>Motor Vehicle &amp; Licensee Information</b> |               | <b>LICENSEE'S HOURS OF OPERATION:</b>  |                   |  |  |
|   |               | Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday |                   |  |  |
| LICENSEE NAME                                   |               | LICENSEE PHONE NUMBER  |                   |  |  |
| TitleMax of Nevada, Inc. d/b/a TitleMax         |               | (702)435-3383  |                   |  |  |
| LICENSEE STREET ADDRESS                         |               | LICENSEE CITY  | LICENSEE STATE    | LICENSEE ZIP CODE                        |  |
| 4650 E. Sunset Rd. #c                           |               | Henderson  | NV                | 89014                                    |  |
| VEHICLE IDENTIFICATION NUMBER (VIN)             |               | LICENSE PLATE  |                   |  |  |
|   |               |  |                   |  |  |
| VEHICLE YEAR                                    | VEHICLE MAKE  | VEHICLE MODEL  | COLOR             |  |  |
| 2004  | Honda         | Element  | blk               |  |  |

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 01/24/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 1 of 5

TM.TB.NV.installment-loan-agreement.2.04.2014

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Ex.2 --001

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

|   |  |  |   |
|---|--|--|---|
| <b>ANNUAL<br/>PERCENTAGE RATE</b><br><br>The cost of your credit as a<br>yearly rate.<br><br><br><b>194.545 %</b> | <b>FINANCE CHARGE</b><br><br>The dollar amount the credit<br>will cost you.<br><br><br><b>\$1,480.21</b> | <b>Amount Financed</b><br><br>The amount of credit<br>provided to you or on your<br>behalf.<br><br><br><b>\$2,020.00</b> | <b>Total of Payments</b><br><br>The amount you will have<br>paid after you have made all<br>payments as scheduled.<br><br><br><b>\$3,500.21</b> |
|---|--|--|---|

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due                 |
|--------------------|--------------------|---------------------------------------|
| 6                  | \$500.03           | 7/28/2014 and each 30 days thereafter |
| 1                  | \$500.03           | 1/24/2015                             |

Security:                      You are giving a security interest in the Title to the Motor Vehicle.

Filing Fee:                   \$20.00

Prepayment:                If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

|   |            |
|---|------------|
| Itemization of Amount Financed of       | \$2,020.00 |
| 1. Amount given to you directly:        | \$2,000.00 |
| 2. Amount paid on your account:         | \$0.00     |
| 3. Amount paid to public officials:     | \$20.00    |
| 4. Amount paid to _____ on your behalf: | \$0.00     |

**Calculation of Interest, Application of Payments and Security Interest.** We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

**Repayment Plan Disclosure:** If you default on the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, and before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.



2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

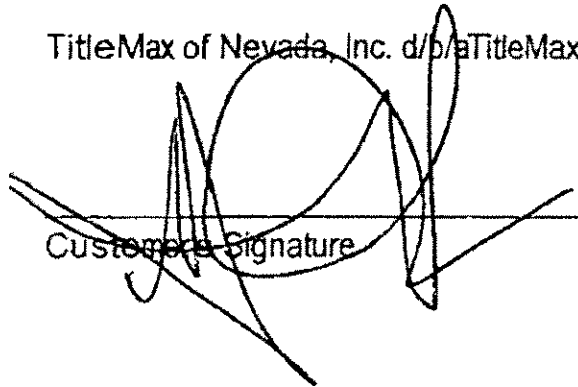
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations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

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

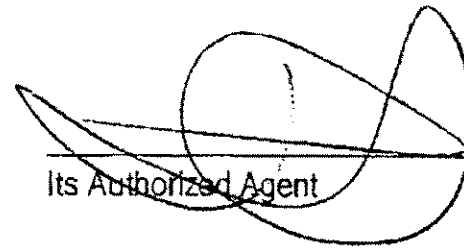
THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax



Customer Signature

6/28/14  
Date



Its Authorized Agent

6/28/14  
Date

Co-Customer's Signature

Date

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 5 of 5  
TM.TB.NV.installment-loan-agreement.2.04 2014

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## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11669-0112962

Customer Name:

G T

Address:

Henderson, NV 89074

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax

Address: 4650 E. Sunset Rd. #c

Henderson, NV 89014

Vehicle Information: 2004 Honda Element 5j6yh17214l007157

Co-Borrower Name:

Address:

**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 06/28/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferral Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferral Agreement.

**Grace Period Payments Deferral.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferral Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferral Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferral Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferral Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferral Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferral Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

### Grace Periods Payments Deferment Schedule

| Payment Number  | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1   | \$323.00          | 7/28/2014                  |
| 2   | \$323.00          | 8/27/2014                  |
| 3   | \$323.00          | 9/26/2014                  |
| 4   | \$323.00          | 10/26/2014                 |
| 5   | \$323.00          | 11/25/2014                 |
| 6   | \$323.00          | 12/25/2014                 |
| 7   | \$323.00          | 1/24/2015                  |
| 8   | \$288.57          | 2/23/2015                  |
| 9   | \$288.57          | 3/25/2015                  |
| 10  | \$288.57          | 4/24/2015                  |
| 11  | \$288.57          | 5/24/2015                  |
| 12  | \$288.57          | 6/23/2015                  |
| 13  | \$288.57          | 7/23/2015                  |
| 14  | \$288.58          | 8/22/2015                  |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: |                   | \$4,281.00                 |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

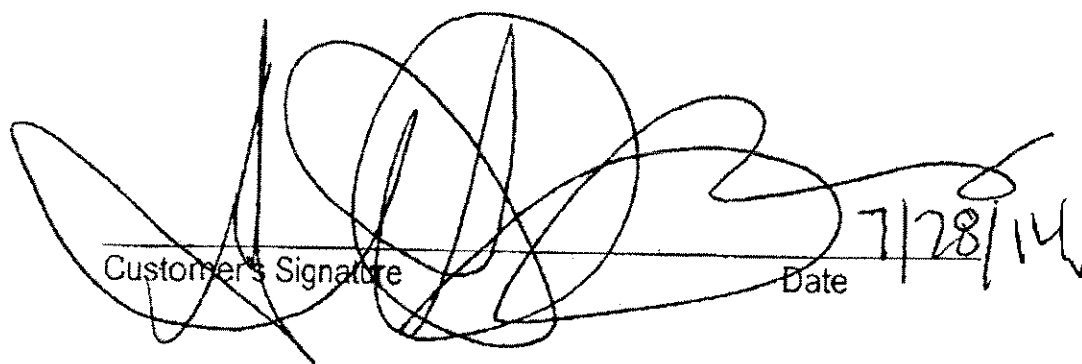
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

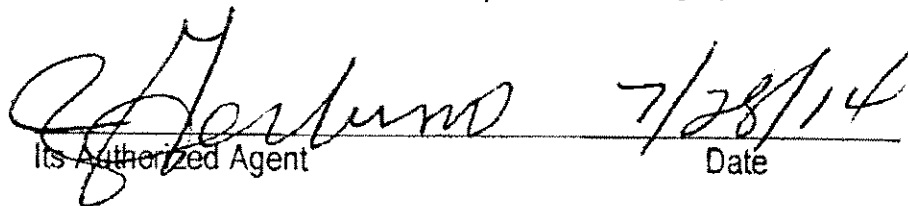
Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

  
Customer's Signature \_\_\_\_\_ Date 7/28/14


LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

  
Its Authorized Agent \_\_\_\_\_ Date 7/28/14

\_\_\_\_\_  
Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |   |   |
|--|---|---|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014  |   | PAYMENT MADE ON BEHALF OF OR BY:<br> |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962<br><br>LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>07/28/2014 09:52:12 AM  |
| AMOUNT PAID:<br>\$350.00   | AGENT RECEIVING PAYMENT:<br>Jo-anne Gerbino |   |

### TODAY'S PAYMENT ITEMIZATION

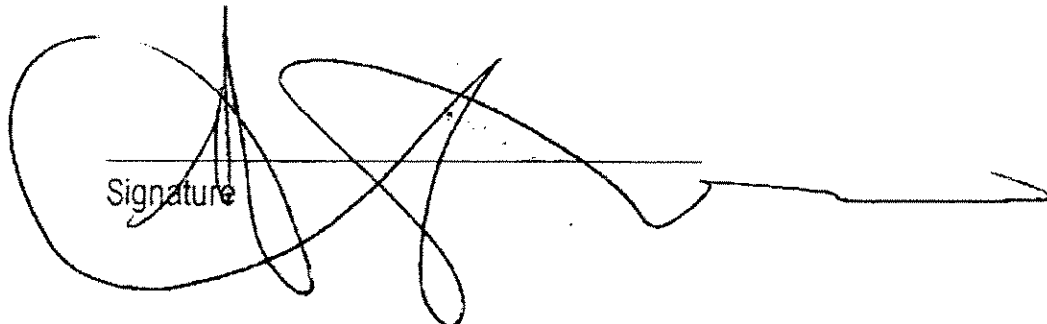
|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$27.00    |
| INTEREST PAID:           | \$323.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$350.00   |
| BALANCE DUE ON LOAN:     | \$1,993.00 |
| NEXT SCHEDULED DUE DATE: | 8/27/2014  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.



Printed Name

  
Signature

# Customer Receipt/Repayment Plan Receipt (210 day loan)


|   |  |  |  |
|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>C T                    |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962<br><br>LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>08/28/2014 04:15:15 PM |  |
| AMOUNT PAID:<br>\$330.00  |  | AGENT RECEIVING PAYMENT:<br>Robin Obregon                  |  |

## TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.70     |
| INTEREST PAID:           | \$329.30   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$330.00   |
| BALANCE DUE ON LOAN:     | \$1,992.30 |
| NEXT SCHEDULED DUE DATE: | 9/26/2014  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |  |
|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>G T                    |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>1 1669-0112962<br><br>LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>09/26/2014 01:41:28 PM |  |
| AMOUNT PAID:<br>\$330.00  |  | AGENT RECEIVING PAYMENT:<br>Robin Obregon                  |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$22.05    |
| INTEREST PAID:           | \$307.95   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$330.00   |
| BALANCE DUE ON LOAN:     | \$1,970.25 |
| NEXT SCHEDULED DUE DATE: | 10/26/2014 |


- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

G T  
Printed Name

Signature

# Customer Receipt/Repayment Plan Receipt (210 day loan)

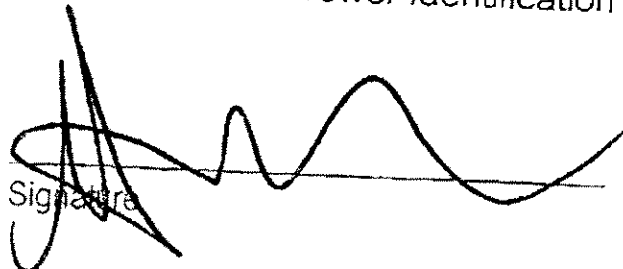
|   |  |   |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014 |  | PAYMENT MADE ON BEHALF OF OR BY:<br> |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962  |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>10/27/2014 03:50:10 PM  |
| LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM   |  |   |
| If you have multiple loans, this payment was applied to the loan number identified above.                         |  |   |
| AMOUNT PAID:<br>\$330.00  | AGENT RECEIVING PAYMENT:<br>Natasha Fearington |   |

| TODAY'S PAYMENT ITEMIZATION |            |
|-----------------------------|------------|
| PRINCIPAL PAID:             | \$4.46     |
| INTEREST PAID:              | \$325.54   |
| CHARGES PAID:               | \$0.00     |
| FEES PAID:                  | \$0.00     |
| TOTAL AMOUNT PAID TODAY:    | \$330.00   |
| BALANCE DUE ON LOAN:        | \$1,965.79 |
| NEXT SCHEDULED DUE DATE:    | 11/25/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |   |  |
|--|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014  |   | PAYMENT MADE ON BEHALF OF OR BY:<br>[REDACTED]             |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962<br><br>LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>11/25/2014 04:43:09 PM |
| AMOUNT PAID:<br>\$340.00   | AGENT RECEIVING PAYMENT:<br>Robin Obregon |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$36.15    |
| INTEREST PAID:           | \$303.85   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$340.00   |
| BALANCE DUE ON LOAN:     | \$1,929.64 |
| NEXT SCHEDULED DUE DATE: | 12/25/2014 |

*Need to sign*

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name

Signature

# Customer Receipt - Repayment Plan Receipt (210 day loan)

|  |   |  |
|--|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>7 Henderson Nv #1 Sunset Rd<br>50 E. Sunset Rd. #c<br>Henderson, NV 89014   |   | PAYMENT MADE ON BEHALF OF OR BY:<br>[REDACTED]             |
| FIN AGREEMENT IDENTIFICATION NO.<br>669-0112962<br><br>FIN AGREEMENT DATE:<br>12/8/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the<br>number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>12/24/2014 10:45:55 AM |
| AMOUNT PAID:<br>40.00  | AGENT RECEIVING PAYMENT:<br>Robin Obregon |  |

## DAILY PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$41.74    |
| INTEREST PAID:           | \$298.26   |
| FEES PAID:               | \$0.00     |
| TAXES PAID:              | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$340.00   |
| AMOUNT DUE ON LOAN:      | \$1,887.90 |
| NEXT SCHEDULED DUE DATE: | 1/24/2015  |

Account paid in full by rescission.

Account paid in full.

**Title Returned Upon Payment in Full.** By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.

**Repayment Plan Agreement.**

**Grace Period Plan Agreement.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further consent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |  |
|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Henderson Nv #1 Sunset Rd<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>C T                    |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962<br><br>LOAN AGREEMENT DATE:<br>6/28/2014 11:13:43 AM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>01/26/2015 10:17:21 AM |  |
| AMOUNT PAID:<br>\$340.00  |  | AGENT RECEIVING PAYMENT:<br>Jo-anne Gerbino                |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$28.06    |
| INTEREST PAID:           | \$311.94   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$340.00   |
| BALANCE DUE ON LOAN:     | \$1,859.84 |
| NEXT SCHEDULED DUE DATE: | 1/24/2015  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

G T

Printed Name

Signature

**AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A PAYMENT PLAN (greater than 210 days)**

No. 11669-0112962

Date: 1/26/2015

|  |  |
|--|--|
| Customer Name: [REDACTED]<br>Address: [REDACTED]<br>Henderson, NV 89074<br>Co-Borrower Name:<br>Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax<br>Address: 4650 E. Sunset Rd. #c<br>Henderson, NV 89014<br>Vehicle Information: 2004, blk, Honda, Element, 5j6yh17214l007157 |
|--|--|

**Terms:** In this Amendment of the Title Loan Agreement to Establish a Repayment Plan ("Repayment Plan Agreement"), the words "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax. We operate under Chapter 604A of the Nevada Revised Statutes. We are regulated by the Nevada Department of Business & Industry, Financial Institutions Division. The telephone number to the Office of the Commissioner to handle concerns or complaints of customers is (866) 858-8951. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the vehicle identified above.

**The Title Loan Agreement.** This Repayment Plan Agreement amends and modifies the Title Loan Agreement you signed on 06/28/2014 ("Loan Agreement"), to work out a payment plan. You have the opportunity within 30 days of the date of default on the Loan Agreement to enter into a repayment plan with a term of at least 90 days, and we must offer the repayment plan to you before we repossess the Vehicle. Under the Loan Agreement, your payment in the amount of \$1,859.84 was due on 01/24/2015 ("Original Due Date").

**Payments.** This Repayment Plan is divided into monthly installments of the remaining balance owing. You and we agree to the payment period set forth below in the Amended Payment Schedule. In consideration of your promises herein, we agree to amend and modify the Original Due Date, resulting in separate payments due on the Periodic Due Dates set forth below. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Amended Payment Schedule set forth below. By signing below, you agree to make an initial payment of \$0.00 and to pay a total of \$1859.84 under the terms of the Repayment Plan. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Repayment Plan by process of alternative dispute resolution, by repossessing the Vehicle, or by exercising any other right we have under Nevada law, unless you default on the Repayment Plan

**Amended Payment Schedule:**

| Periodic Payments   | Amount of Payment | Periodic Due Date |
|---|-------------------|-------------------|
| 1st Scheduled Payment                                       | \$265.69          | 2/25/2015         |
| 2nd Scheduled Payment                                       | \$265.69          | 3/27/2015         |
| 3rd Scheduled Payment                                       | \$265.69          | 4/26/2015         |
| 4th Scheduled Payment                                       | \$265.69          | 5/26/2015         |
| 5th Scheduled Payment                                       | \$265.69          | 6/25/2015         |
| 6th Scheduled Payment                                       | \$265.69          | 7/25/2015         |
| 7th Scheduled Payment                                       | \$265.70          | 8/24/2015         |
| The total amount due under the terms of the Repayment Plan: |                   | \$1859.84         |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT.**

**Prepayment.** You have the right to rescind this Repayment Plan. You may rescind on or before the close of business on the next day of business at the location where the Repayment Plan was initiated. To rescind, you must deliver to us the total amount due under the Repayment Plan, less any amount you paid to you to initiate the Repayment Plan. If you rescind, then we will not charge you any amount for rescinding. You may also pay us in full at any time, without an additional charge or fee, before the final Periodic Due Date. If you pay the total amount due under the terms of the Repayment Plan in full, including all amounts negotiated and agreed to herein, then we shall return the Title to you. You may also make a partial payment on the Repayment Plan at any time without an additional charge or fee. You agree that we will apply all partial prepayments to the outstanding balance amount owing. Unless your next scheduled payment is your final payment owing, such partial prepayment does not relieve you of your obligation to make your next scheduled payment.

**Default.** You will be in default under this Repayment Plan Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. If you default, then we may seek repossession and sale of the Vehicle as well as any other remedy Nevada law allows. If we exercise our remedies, then in accordance with the limitations and rights under the Arbitration Agreement we may bring an action against you for any or all of the following relief: (a) The amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (b) reasonable attorney's fees and costs; and (c) any other legal or equitable relief that the court or arbitrator deems appropriate.

**Post Maturity Interest.** Additionally, we may charge and collect interest accrued after the expiration of the initial loan period or after any extension or repayment plan that is allowed, whichever is later, at an annual rate not to exceed the prime rate at the largest bank in Nevada, as ascertained by the Commissioner, on January 1 or July 1, as the case may be, immediately preceding the expiration of the initial loan period, plus 10 percent. We may charge and collect such interest for a period not to exceed 90 days. After that period, we will not charge or collect any interest on the loan.

By signing this Repayment Plan Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Repayment Plan Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Repayment Plan Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.**

Customer's Signature: [Signature] Date: 1/26/15 By: [Signature] Its Employee: [Signature]  
 LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Any comments or questions may be directed to our Customer Comment Line at the following toll-free number: 1-800-804-5368.

TM-NV-7 Repayment Plan-V.1.0-03.11.2011

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE:  
TitleMax of Nevada, Inc. d/b/a TitleMax  
4650 E. Sunset Rd. #c  
Henderson, NV 89014

LOAN AGREEMENT IDENTIFICATION NO.  
11669-0112962

LOAN AGREEMENT DATE:  
06/28/2014

If you have multiple loans, this payment was applied to the loan number identified above.

PAYMENT MADE ON BEHALF OF OR BY:

G [REDACTED]  
[REDACTED]  
Henderson, NV 89074

DATE/TIME OF RECEIPT OF PAYMENT:

02/27/2015 08:48:23

AMOUNT PAID:

\$280.00

AGENT RECEIVING PAYMENT:

Jo-anne Gerbino (104)

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID: \$ 280.00

INTEREST PAID: \$ 0.00

CHARGES PAID: \$ 0.00

FEES PAID: \$ 0.00

TOTAL AMOUNT PAID TODAY: \$ 280.00

## NEXT PAYMENT INFORMATION

PRINCIPAL: \$ 265.69

INTEREST: \$ 0.00

FEES: \$ 0.00

CHARGES: \$ 0.00

BALANCE DUE ON LOAN: \$ 1579.84

REPAYMENT PLAN MINIMUM \$ 265.69

NEXT SCHEDULED DUE DATE: 3/27/2015

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☒ Repayment Plan Agreement

- ☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Printed Name

Signature

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE:  
TitleMax of Nevada, Inc. d/b/a TitleMax  
4650 E. Sunset Rd. #c  
Henderson, NV 89014

LOAN AGREEMENT IDENTIFICATION NO.  
11669-0112962

LOAN AGREEMENT DATE:  
06/28/2014

If you have multiple loans, this payment was applied to the  
loan number identified above.

PAYMENT MADE ON BEHALF OF OR BY:

G. L. T.  
Henderson, NV 89074

DATE/TIME OF RECEIPT OF PAYMENT:

03/25/2015 10:02:01

AMOUNT PAID:

AGENT RECEIVING PAYMENT:  
\$265.00 Natasha Fearington (270)

## TODAY'S PAYMENT ITEMIZATION

|                          |    |        |
|--------------------------|----|--------|
| PRINCIPAL PAID:          | \$ | 265.00 |
| INTEREST PAID:           | \$ | 0.00   |
| CHARGES PAID:            | \$ | 0.00   |
| FEES PAID:               | \$ | 0.00   |
| TOTAL AMOUNT PAID TODAY: | \$ | 265.00 |

## NEXT PAYMENT INFORMATION

|                          |    |           |
|--------------------------|----|-----------|
| PRINCIPAL:               | \$ | 265.69    |
| INTEREST:                | \$ | 0.00      |
| FEES:                    | \$ | 0.00      |
| CHARGES:                 | \$ | 0.00      |
| BALANCE DUE ON LOAN:     | \$ | 1314.84   |
| REPAYMENT PLAN MINIMUM   | \$ | 265.69    |
| NEXT SCHEDULED DUE DATE: |    | 4/26/2015 |

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☒ Repayment Plan Agreement

☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Printed Name

Signature



# Customer Receipt Extension & Receipt/Repayment Plan Receipt

|   |  |  |  |
|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>TitleMax of Nevada, Inc. d/b/a TitleMax<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>GAIL [REDACTED]<br>[REDACTED]<br>Henderson, NV 89074 |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962<br><br>LOAN AGREEMENT DATE:<br>06/28/2014<br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br><br>04/27/2015 17:14:13                              |  |
| AMOUNT PAID:<br><br>\$270.00  |  | AGENT RECEIVING PAYMENT:<br>Robin Obregon (645)  |  |

| TODAY'S PAYMENT ITEMIZATION |           | NEXT PAYMENT INFORMATION |            |
|-----------------------------|-----------|--------------------------|------------|
| PRINCIPAL PAID:             | \$ 270.00 | PRINCIPAL:               | \$ 265.69  |
| INTEREST PAID:              | \$ 0.00   | INTEREST:                | \$ 0.00    |
| CHARGES PAID:               | \$ 0.00   | FEES:                    | \$ 0.00    |
| FEES PAID:                  | \$ 0.00   | CHARGES:                 | \$ 0.00    |
| TOTAL AMOUNT PAID TODAY:    | \$ 270.00 | BALANCE DUE ON LOAN:     | \$ 1044.84 |
|                             |           | REPAYMENT PLAN MINIMUM   | \$ 265.69  |
|                             |           | NEXT SCHEDULED DUE DATE: | 5/26/2015  |

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☒ Repayment Plan Agreement  
☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Manza Nivator  
Printed Name

[Signature]  
Signature

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

|   |  |  |  |
|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>TitleMax of Nevada, Inc. d/b/a TitleMax<br>4650 E. Sunset Rd. #c<br>Henderson, NV 89014    |  | PAYMENT MADE ON BEHALF OF OR BY:<br>C L T<br>Henderson, NV 89074 |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11669-0112962  |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>05/05/2015 17:22:13          |  |
| LOAN AGREEMENT DATE:<br>06/28/2014<br>If you have multiple loans, this payment was applied to the loan number identified above. |  |  |  |
| AMOUNT PAID:<br>\$1044.84   |  | AGENT RECEIVING PAYMENT:<br>Natasha Fearington (270)             |  |

| TODAY'S PAYMENT ITEMIZATION |            | NEXT PAYMENT INFORMATION |           |
|-----------------------------|------------|--------------------------|-----------|
| PRINCIPAL PAID:             | \$ 1044.84 | PRINCIPAL:               | \$ 0.00   |
| INTEREST PAID:              | \$ 0.00    | INTEREST:                | \$ 0.00   |
| CHARGES PAID:               | \$ 0.00    | FEES:                    | \$ 0.00   |
| FEES PAID:                  | \$ 0.00    | CHARGES:                 | \$ 0.00   |
| TOTAL AMOUNT PAID TODAY:    | \$ 1044.84 | BALANCE DUE ON LOAN:     | \$ 0.00   |
|                             |            | REPAYMENT PLAN MINIMUM   | \$ 0.00   |
|                             |            | NEXT SCHEDULED DUE DATE: | 6/25/2015 |

- ☐ Account paid in full by rescission  
☒ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☒ Repayment Plan Agreement  
☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

# EXHIBIT 3

# Title Loan Agreement

Date: 10/7/2014

Number: 11169-0129196

|  |  |  |   |                           |                      |
|--|--|--|---|---------------------------|----------------------|
| <b>Customer &amp; Co-Customer Information</b>              |  |  | <b>ACCOUNT NUMBER:</b> 11169-0129196  |                           |                      |
| FIRST NAME<br>E  |  | LAST NAME<br>[REDACTED]                  |   | CO-CUSTOMER FIRST NAME    |                      |
| SSN<br>(SSN) XXX- [REDACTED]                               |  | DRIVERS LIC./STATE ID. NO.<br>[REDACTED] |   | CO-CUSTOMER SSN           |                      |
| STREET ADDRESS<br>[REDACTED]                               |  | CO-CUSTOMER STREET ADDRESS               |   |                           |                      |
| City<br>Henderson  |  | STATE<br>NV                              |   | ZIP CODE<br>89074         |                      |
| HOME PHONE<br>[REDACTED]                                   |  | DATE OF BIRTH<br>[REDACTED]              |   | CO-CUSTOMER HOME PHONE    |                      |
|  |  |  |   | CO-CUSTOMER DATE OF BIRTH |                      |
| <b>Motor Vehicle &amp; Licensee Information</b>            |  |  | <b>LICENSEE'S HOURS OF OPERATION:</b><br>Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday |                           |                      |
| LICENSEE NAME<br>TitleMax of Nevada, Inc. d/b/a TitleMax   |  |  | LICENSEE PHONE NUMBER<br>(702)361-2721  |                           |                      |
| LICENSEE STREET ADDRESS<br>3810 Blue Diamond Rd. Suite 105 |  |  | LICENSEE CITY<br>Las Vegas  |                           | LICENSEE STATE<br>NV |
| VEHICLE IDENTIFICATION NUMBER (VIN)<br>[REDACTED]          |  |  | LICENSE PLATE<br>[REDACTED]   |                           |                      |
| VEHICLE YEAR<br>2004                                       |  | VEHICLE MAKE<br>Nissan                   |   | VEHICLE MODEL<br>Frontier |                      |
|  |  |  |   | COLOR<br>GRAY             |                      |

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$4,420.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until 05/05/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

| <b>ANNUAL<br/>PERCENTAGE RATE</b>         | <b>FINANCE CHARGE</b>                       | <b>Amount Financed</b>                                  | <b>Total of Payments</b>   |
|---|---|---|--|
| 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. |
| <b>170.2117 %</b>                         | <b>\$2,792.73</b>                           | <b>\$4,420.00</b>                                       | <b>\$7,212.73</b>  |

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due                 |
|--------------------|--------------------|---------------------------------------|
| 6                  | \$1,030.40         | 11/6/2014 and each 30 days thereafter |
| 1                  | \$1,030.33         | 5/5/2015                              |
|                    |                    |                                       |

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

|   |            |
|---|------------|
| Itemization of Amount Financed of       | \$4,420.00 |
| 1. Amount given to you directly:        | \$4,400.00 |
| 2. Amount paid on your account:         | \$0.00     |
| 3. Amount paid to public officials:     | \$20.00    |
| 4. Amount paid to _____ on your behalf: | \$0.00     |

**Calculation of Interest, Application of Payments and Security Interest**

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.**

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.**

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

**Repayment Plan Disclosure:** If you default on this loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossess the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferral Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferral Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferral Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferral Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.



2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- (c) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

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

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

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

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

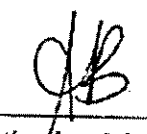
**Acknowledgments. This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision.** By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

10/07/14  
Date

  
Its Authorized Agent

10/07/14  
Date

\_\_\_\_\_  
Co-Customer's Signature

\_\_\_\_\_  
Date



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11169-0129196

|   |  |
|---|--|
| Customer Name:<br>B. P.<br>Address:<br>Henderson, NV 89074<br><br>Co-Borrower Name:<br><br>Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax<br>Address: 3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139<br><br>Vehicle Information: 2004 Nissan Frontier 1N6ED29X74C463308 |
|---|--|

**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/07/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferral Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferral Agreement.

**Grace Period Payments Deferral.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferral Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferral Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferral Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferral Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferral Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferral Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

### Grace Periods Payments Deferment Schedule

| Payment Number  | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1   | \$618.36          | 11/6/2014                  |
| 2   | \$618.36          | 12/6/2014                  |
| 3   | \$618.36          | 1/5/2015                   |
| 4   | \$618.36          | 2/4/2015                   |
| 5   | \$618.36          | 3/6/2015                   |
| 6   | \$618.36          | 4/5/2015                   |
| 7   | \$618.36          | 5/5/2015                   |
| 8   | \$631.43          | 6/4/2015                   |
| 9   | \$631.43          | 7/4/2015                   |
| 10  | \$631.43          | 8/3/2015                   |
| 11  | \$631.43          | 9/2/2015                   |
| 12  | \$631.43          | 10/2/2015                  |
| 13  | \$631.43          | 11/1/2015                  |
| 14  | \$631.42          | 12/1/2015                  |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: |                   | \$8,748.52                 |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

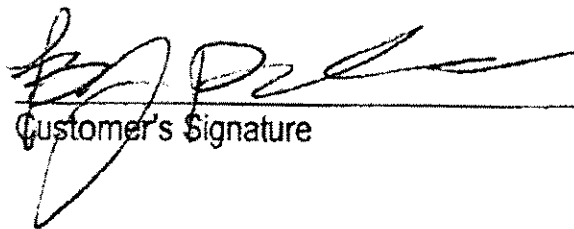
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

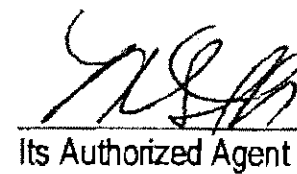
By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

 11/21/14  
Customer's Signature Date

\_\_\_\_\_  
Co-Borrower's Signature Date

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

 11/21/14  
Its Authorized Agent Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>B. R.                  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196<br><br>LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>11/21/2014 03:58:41 PM |
| AMOUNT PAID:<br>\$600.00   | AGENT RECEIVING PAYMENT:<br>Mary Smith |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$600.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$600.00   |
| BALANCE DUE ON LOAN:     | \$4,747.54 |
| NEXT SCHEDULED DUE DATE: | 11/6/2014  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

B. R.  
Printed Name

By *Mary Smith*  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)


|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>[Redacted]             |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196<br><br>LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>11/24/2014 11:24:53 AM |
| AMOUNT PAID:<br>\$19.00  | AGENT RECEIVING PAYMENT:<br>Jasmine Bishop |  |

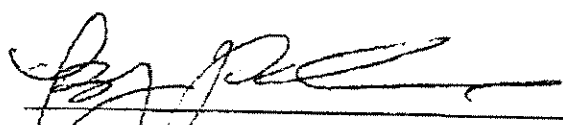
### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$19.00    |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$19.00    |
| BALANCE DUE ON LOAN:     | \$4,790.38 |
| NEXT SCHEDULED DUE DATE: | 12/6/2014  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tim Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139 |  | PAYMENT MADE ON BEHALF OF OR BY:<br>E. P. [REDACTED]       |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196   |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>01/07/2015 11:44:33 AM |
| LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM   |  |  |
| If you have multiple loans, this payment was applied to the loan number identified above.                                      |  |  |
| AMOUNT PAID:<br>\$200.00   | AGENT RECEIVING PAYMENT:<br>Mary Smith |  |

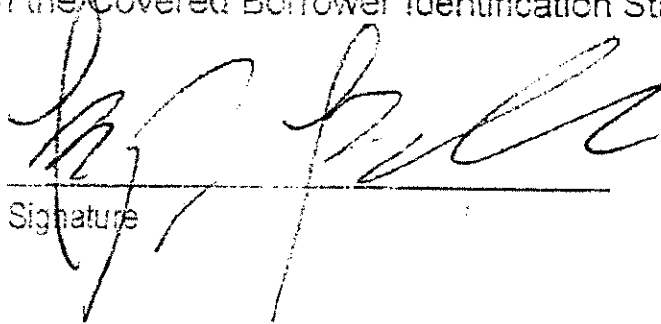
|                                    |            |
|------------------------------------|------------|
| <b>TODAY'S PAYMENT ITEMIZATION</b> |            |
| PRINCIPAL PAID:                    | \$0.00     |
| INTEREST PAID:                     | \$200.00   |
| CHARGES PAID:                      | \$0.00     |
| FEES PAID:                         | \$0.00     |
| TOTAL AMOUNT PAID TODAY:           | \$200.00   |
| BALANCE DUE ON LOAN:               | \$5,497.30 |
| NEXT SCHEDULED DUE DATE:           | 12/6/2014  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name

Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |  |
|--|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tim Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139 |  | PAYMENT MADE ON BEHALF OF OR BY:<br>B [REDACTED]           |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196   |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/04/2015 02:48:09 PM |  |
| LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM   |  |  |  |
| If you have multiple loans, this payment was applied to the loan number identified above.                                      |  |  |  |
| AMOUNT PAID:<br>\$420.00   |  | AGENT RECEIVING PAYMENT:<br>Jasmine Bishop                 |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$420.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$420.00   |
| BALANCE DUE ON LOAN:     | \$5,654.43 |
| NEXT SCHEDULED DUE DATE: | 1/5/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name

Signature



## Customer Receipt/Repayment Plan Receipt - (210 day loan)

|   |  |  |
|---|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139 |  | PAYMENT MADE ON BEHALF OF OR BY:<br>E. F. [REDACTED]       |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196  |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/06/2015 11:29:52 AM |
| LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM  |  |  |
| If you have multiple loans, this payment was applied to the loan number identified above.                                     |  |  |
| AMOUNT PAID:<br>\$140.00  | AGENT RECEIVING PAYMENT:<br>Jasmine Bishop |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$140.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$140.00   |
| BALANCE DUE ON LOAN:     | \$5,555.65 |
| NEXT SCHEDULED DUE DATE: | 1/5/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

[REDACTED]  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>B [REDACTED]           |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196<br><br>LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/14/2015 01:29:37 PM |
| AMOUNT PAID:<br>\$80.00  | AGENT RECEIVING PAYMENT:<br>Jasmine Bishop |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$80.00    |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$80.00    |
| BALANCE DUE ON LOAN:     | \$5,640.55 |
| NEXT SCHEDULED DUE DATE: | 1/5/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

[REDACTED] P [REDACTED]  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>B [REDACTED]           |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196<br><br>LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/28/2015 10:29:29 AM |
| AMOUNT PAID:<br>\$400.00   | AGENT RECEIVING PAYMENT:<br>Jasmine Bishop |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$400.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$400.00   |
| BALANCE DUE ON LOAN:     | \$5,529.12 |
| NEXT SCHEDULED DUE DATE: | 2/4/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

[REDACTED]  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |
|---|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tim Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>[REDACTED]             |
| LOAN AGREEMENT IDENTIFICATION NO.<br>11169-0129196<br><br>LOAN AGREEMENT DATE:<br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>03/16/2015 10:29:08 AM |
| AMOUNT PAID:<br>\$620.00  | AGENT RECEIVING PAYMENT:<br>Brooklyn Krein |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$620.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$620.00   |
| BALANCE DUE ON LOAN:     | \$5,238.91 |
| NEXT SCHEDULED DUE DATE: | 3/6/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

[REDACTED]  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |   |
|---|---|
| <b>NAME AND ADDRESS OF THE LICENSEE:</b><br>Tm Las Vegas Nv #12 Blue Diamo<br>3810 Blue Diamond Rd. Suite 105<br>Las Vegas, NV 89139  | <b>PAYMENT MADE ON BEHALF OF OR BY:</b><br>[REDACTED]             |
| <b>LOAN AGREEMENT IDENTIFICATION NO.</b><br>11169-0129196<br><br><b>LOAN AGREEMENT DATE:</b><br>10/7/2014 3:48:23 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. | <b>DATE/TIME OF RECEIPT OF PAYMENT:</b><br>04/30/2015 11:29:05 AM |
| <b>AMOUNT PAID:</b><br>\$6,166.45   | <b>AGENT RECEIVING PAYMENT:</b><br>Jasmine Bishop                 |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$4,420.00 |
| INTEREST PAID:           | \$1,746.45 |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$6,166.45 |
| BALANCE DUE ON LOAN:     | \$0.00     |
| NEXT SCHEDULED DUE DATE: | 4/5/2015   |

- ☐ Account paid in full by rescission.
- ☒ Account paid in full.
- ☒ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Tm  
\$8645.45

# EXHIBIT 4

## Title Loan Agreement

Number: 10069-0120952

Date: 8/12/2014

|   |                      |  |   |  |                            |
|---|----------------------|--|---|--|----------------------------|
| <b>Customer &amp; Co-Customer Information</b>                 |                      |  | <b>ACCOUNT NUMBER:</b> 10069-0120952  |  |                            |
| FIRST NAME<br>Mi [REDACTED]                                   |                      | LAST NAME<br>A [REDACTED]                |   | CO-CUSTOMER FIRST NAME                   |                            |
| SSN<br>(SSN) XXX-XX-XXXX [REDACTED]                           |                      | DRIVERS LIC./STATE ID. NO.<br>[REDACTED] |   | CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. |                            |
| STREET ADDRESS<br>[REDACTED]                                  |                      |  | CO-CUSTOMER STREET ADDRESS  |  |                            |
| City<br>Las Vegas   |                      | STATE<br>NV                              | ZIP CODE<br>89108   | CO-CUSTOMER CITY                         | CO-CUSTOMER STATE          |
| HOME PHONE<br>[REDACTED]                                      |                      | DATE OF BIRTH<br>[REDACTED]              |   | CO-CUSTOMER HOME PHONE                   |                            |
| <b>Motor Vehicle &amp; Licensee Information</b>               |                      |  | <b>LICENSEE'S HOURS OF OPERATION:</b><br>Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday |  |                            |
| LICENSEE NAME<br>TitleMax of Nevada, Inc. d/b/a TitleMax      |                      |  | LICENSEE PHONE NUMBER<br>(702)638-2292  |  |                            |
| LICENSEE STREET ADDRESS<br>6450 W. Lake Mead Blvd., Suite 150 |                      |  | LICENSEE CITY<br>Las Vegas  | LICENSEE STATE<br>NV                     | LICENSEE ZIP CODE<br>89108 |
| VEHICLE IDENTIFICATION NUMBER (VIN)<br>[REDACTED]             |                      |  | LICENSE PLATE<br>[REDACTED]   |  |                            |
| VEHICLE YEAR<br>2011  | VEHICLE MAKE<br>FORD | VEHICLE MODEL<br>ESCAPE                  | COLOR<br>SILVER   |  |                            |

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$8,000.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 03/10/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 1 of 5

TM.TB.NV.installment-loan-agreement.2.04.2014

JA000168

Ex.4 --001

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

| <b>ANNUAL<br/>PERCENTAGE RATE</b><br>The cost of your credit as a<br>yearly rate. | <b>FINANCE CHARGE</b><br>The dollar amount the credit<br>will cost you. | <b>Amount Financed</b><br>The amount of credit<br>provided to you or on your<br>behalf. | <b>Total of Payments</b><br>The amount you will have<br>paid after you have made all<br>payments as scheduled. |
|---|---|---|--|
| <b>133.7117 %</b>   | <b>\$3,880.22</b>   | <b>\$8,000.00</b>   | <b>\$11,880.22</b>   |

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due                 |
|--------------------|--------------------|---------------------------------------|
| 6                  | \$1,697.17         | 9/11/2014 and each 30 days thereafter |
| 1                  | \$1,697.20         | 3/10/2015                             |
|                    |                    |                                       |

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$ 0.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

|   |            |
|---|------------|
| Itemization of Amount Financed of       | \$8,000.00 |
| 1. Amount given to you directly:        | \$8,000.00 |
| 2. Amount paid on your account:         | \$0.00     |
| 3. Amount paid to public officials:     | \$ 0.00    |
| 4. Amount paid to _____ on your behalf: | \$0.00     |

**Calculation of Interest, Application of Payments and Security Interest.** We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 2 of 5

TM.TB.NV.installment-loan-agreement.2.04.2014

JA000169  
Ex.4 --002



**Repayment Plan Disclosure:** If you default on this loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.** Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 3 of 5

TM.TB.NV.installment-loan-agreement.2.04.2014

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Ex.4 --003

2. You acknowledge and agree that by entering this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 4 of 5

TM, TB, NV, Installment-Loan-Agreement, 2.04.2014

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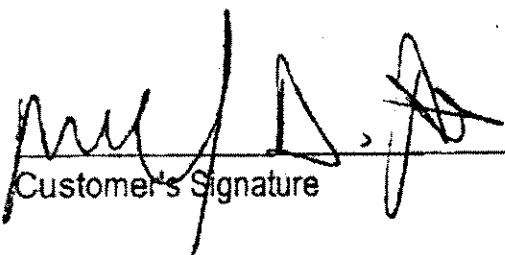
8. This Arbitration Provision is binding upon and binds you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations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

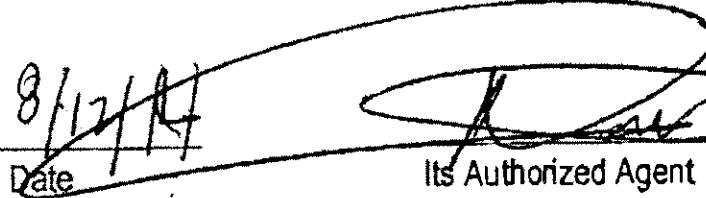
9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

  
Date 8/12/14

Its Authorized Agent

8/12/2014  
Date

Co-Customer's Signature

Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

9/10/14

Account Number: 10069-0120952

|  |   |
|--|---|
| Customer Name:<br>M. A.<br>Address:<br>Las Vegas, NV 89108 | Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax<br>Address: 6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108<br>Vehicle Information: 2011 FORD ESCAPE |
| Co-Borrower Name:<br>Address:                              |   |

**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 08/12/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

### Grace Periods Payments Deferment Schedule

| Payment Number  | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1   | \$879.20          | 9/11/2014                  |
| 2   | \$879.20          | 10/11/2014                 |
| 3   | \$879.20          | 11/10/2014                 |
| 4   | \$879.20          | 12/10/2014                 |
| 5   | \$879.20          | 1/9/2015                   |
| 6   | \$879.20          | 2/8/2015                   |
| 7   | \$879.20          | 3/10/2015                  |
| 8   | \$1,142.86        | 4/9/2015                   |
| 9   | \$1,142.86        | 5/9/2015                   |
| 10  | \$1,142.86        | 6/8/2015                   |
| 11  | \$1,142.86        | 7/8/2015                   |
| 12  | \$1,142.86        | 8/7/2015                   |
| 13  | \$1,142.86        | 9/6/2015                   |
| 14  | \$1,142.84        | 10/6/2015                  |
| The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement: |                   | \$14,154.40                |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.



**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

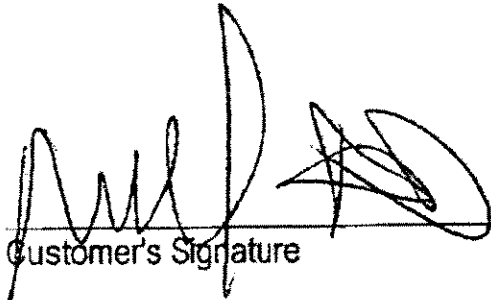
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

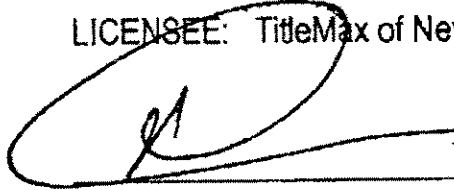
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

 9/10/14  
Customer's Signature Date

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax  
 9/10/14  
Its Authorized Agent Date

\_\_\_\_\_  
Co-Borrower's Signature Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## Customer Receipt/Repayment Plan Receipt (210 day loan)


|   |  |   |
|---|--|---|
| <b>NAME AND ADDRESS OF THE LICENSEE:</b><br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   |  | <b>PAYMENT MADE ON BEHALF OF OR BY:</b><br>Michael A. Kimenker    |
| <b>LOAN AGREEMENT IDENTIFICATION NO.</b><br>10069-0120952<br><br><b>LOAN AGREEMENT DATE:</b><br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | <b>DATE/TIME OF RECEIPT OF PAYMENT:</b><br>09/10/2014 05:50:53 PM |
| <b>AMOUNT PAID:</b><br>\$879.20   | <b>AGENT RECEIVING PAYMENT:</b><br>Nathan Kimenker |   |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$29.31    |
| INTEREST PAID:           | \$849.89   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$879.20   |
| BALANCE DUE ON LOAN:     | \$7,970.69 |
| NEXT SCHEDULED DUE DATE: | 10/11/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |   |  |
|--|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   |   | PAYMENT MADE ON BEHALF OF OR BY:<br>M. A.                  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>10/10/2014 05:30:44 PM |
| AMOUNT PAID:<br>\$879.20   | AGENT RECEIVING PAYMENT:<br>Stu Oestreich |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$3.22     |
| INTEREST PAID:           | \$875.98   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$879.20   |
| BALANCE DUE ON LOAN:     | \$7,967.47 |
| NEXT SCHEDULED DUE DATE: | 11/10/2014 |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

M. A.  
Printed Name

Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |  |  |
|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   |  | PAYMENT MADE ON BEHALF OF OR BY:<br>M. A.                  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>11/10/2014 06:24:29 PM |
| AMOUNT PAID:<br>\$879.20   | AGENT RECEIVING PAYMENT:<br>Jennifer M-hernandez |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$879.20   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$879.20   |
| BALANCE DUE ON LOAN:     | \$7,993.08 |
| NEXT SCHEDULED DUE DATE: | 12/10/2014 |

- ☐ Account paid in full by rescission.  
☐ Account paid in full.  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☐ Repayment Plan Agreement.  
☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

M. A.  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |  |  |
|---|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108  |  | PAYMENT MADE ON BEHALF OF OR BY:<br>M. [REDACTED]          |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br>12/10/2014 06:03:53 PM |
| AMOUNT PAID:<br>\$879.20  | AGENT RECEIVING PAYMENT:<br>Keosha Hinds-mahaffy |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$879.20   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$879.20   |
| BALANCE DUE ON LOAN:     | \$7,989.50 |
| NEXT SCHEDULED DUE DATE: | 1/9/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

M. [REDACTED]  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|  |   |  |
|--|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   |   | PAYMENT MADE ON BEHALF OF OR BY:<br>M. A.                  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the<br>loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>01/09/2015 06:04:35 PM |
| AMOUNT PAID:<br>\$880.00   | AGENT RECEIVING PAYMENT:<br>Stu Oestreich |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$880.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$880.00   |
| BALANCE DUE ON LOAN:     | \$7,985.12 |
| NEXT SCHEDULED DUE DATE: | 2/8/2015   |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Printed Name

Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |   |  |
|---|---|--|
| NAME AND ADDRESS OF THE LICENSEE:<br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108  |   | PAYMENT MADE ON BEHALF OF OR BY:<br>M. A.                  |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br>02/09/2015 05:44:16 PM |
| AMOUNT PAID:<br>\$879.00  | AGENT RECEIVING PAYMENT:<br>Stu Oestreich |  |

### TODAY'S PAYMENT ITEMIZATION

|                          |            |
|--------------------------|------------|
| PRINCIPAL PAID:          | \$0.00     |
| INTEREST PAID:           | \$879.00   |
| CHARGES PAID:            | \$0.00     |
| FEES PAID:               | \$0.00     |
| TOTAL AMOUNT PAID TODAY: | \$879.00   |
| BALANCE DUE ON LOAN:     | \$8,010.93 |
| NEXT SCHEDULED DUE DATE: | 3/10/2015  |

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

M. A.  
Printed Name

[Signature]  
Signature

AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN (greater than 210 days)

Date: 3/11/2015

No. 10069-0120952

|  |  |
|--|--|
| Customer Name: <b>A. M. D.</b><br>Address: <b>Las Vegas, NV 89108</b><br><br>Co-Borrower Name:<br>Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax<br>Address: 6450 W. Lake Mead Blvd., Suite<br>Las Vegas, NV 89108<br>Vehicle Information: 2011, SILVER, FORD, ESCAPE, 1FMCU0D75BKB54263 |
|--|--|

**Terms:** In this Amendment of the Title Loan Agreement to Establish a Repayment Plan ("Repayment Plan Agreement"), the words "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax. We operate under Chapter 604A of the Nevada Revised Statutes. We are regulated by the Nevada Department of Business & Industry, Financial Institutions Division. The telephone number to the Office of the Commissioner to handle concerns or complaints of customers is (866) 858-8951. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the vehicle identified above.

**The Title Loan Agreement.** This Repayment Plan Agreement amends and modifies the Title Loan Agreement you signed on 08/12/2014 ("Loan Agreement"), to work out a payment plan. You have the opportunity within 30 days of the date of default on the Loan Agreement to enter into a repayment plan with a term of at least 90 days, and we must offer the repayment plan to you before we repossess the Vehicle. Under the Loan Agreement, your payment in the amount of \$7,967.37 was due on 03/10/2015 ("Original Due Date").

**Payments.** This Repayment Plan is divided into monthly installments of the remaining balance owing. You and we agree to the payment period set forth below in the Amended Payment Schedule. In consideration of your promises herein, we agree to amend and modify the Original Due Date, resulting in separate payments due on the Periodic Due Dates set forth below. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Amended Payment Schedule set forth below. By signing below, you agree to make an initial payment of \$0.00 and to pay a total of \$7967.37 under the terms of the Repayment Plan. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Repayment Plan by process of alternative dispute resolution, by repossessing the Vehicle, or by exercising any other right we have under Nevada law, unless you default on the Repayment Plan.

**Amended Payment Schedule:**

| Periodic Payments   | Amount of Payment | Periodic Due Date |
|---|-------------------|-------------------|
| 1st Scheduled Payment                                       | \$995.92          | 4/10/2015         |
| 2nd Scheduled Payment                                       | \$995.92          | 5/10/2015         |
| 3rd Scheduled Payment                                       | \$995.92          | 6/9/2015          |
| 4th Scheduled Payment                                       | \$995.92          | 7/9/2015          |
| 5th Scheduled Payment                                       | \$995.92          | 8/8/2015          |
| 6th Scheduled Payment                                       | \$995.92          | 9/7/2015          |
| 7th Scheduled Payment                                       | \$995.92          | 10/7/2015         |
| 8th Scheduled Payment                                       | \$995.93          | 11/6/2015         |
| The total amount due under the terms of the Repayment Plan: |                   | \$7967.37         |

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT.**

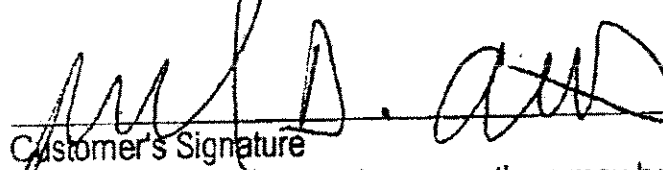

**Prepayment.** You have the right to rescind this Repayment Plan. You may rescind on or before the close of business on the next day of business at the location where the Repayment Plan was initiated. To rescind, you must deliver to us the total amount due under the Repayment Plan, less any amount you paid to you to initiate the Repayment Plan. If you rescind, then we will not charge you any amount for rescinding. You may also pay us in full at any time, without an additional charge or fee, before the final Periodic Due Date. If you pay the total amount due under the terms of the Repayment Plan in full, including all amounts negotiated and agreed to herein, then we shall return the Title to you. You may also make a partial payment on the Repayment Plan at any time without an additional charge or fee. You agree that we will apply all partial prepayments to the outstanding balance amount owing. Unless your next scheduled payment is your final payment owing, such partial prepayment does not relieve you of your obligation to make your next scheduled payment.

**Default.** You will be in default under this Repayment Plan Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. If you default, then we may seek repossession and sale of the Vehicle as well as any other remedy Nevada law allows. If we exercise our remedies, then in accordance with the limitations and rights under the Arbitration Agreement we may bring an action against you for any or all of the following relief: (a) The amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (b) reasonable attorney's fees and costs; and (c) any other legal or equitable relief that the court or arbitrator deems appropriate.

**Post Maturity Interest.** Additionally, we may charge and collect interest accrued after the expiration of the initial loan period or after any extension or repayment plan that is allowed, whichever is later, at an annual rate not to exceed the prime rate at the largest bank in Nevada, as ascertained by the Commissioner, on January 1 or July 1, as the case may be, immediately preceding the expiration of the initial loan period, plus 10 percent. We may charge and collect such interest for a period not to exceed 90 days. After that period, we will not charge or collect any interest on the loan.

By signing this Repayment Plan Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Repayment Plan Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Repayment Plan Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.**

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Customer's Signature:  Date: 3/11/15 By:  Its Employee  
Any comments or questions may be directed to our Customer Comment Line at the following toll-free number: 1-800-804-5368.

## Customer Receipt/Repayment Plan Receipt (210 day loan)

|   |   |
|---|---|
| <b>NAME AND ADDRESS OF THE LICENSEE:</b><br>Tm Las Vegas Nv #1 Lake Mead<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   | <b>PAYMENT MADE ON BEHALF OF OR BY:</b><br>Michael A. [REDACTED]  |
| <b>LOAN AGREEMENT IDENTIFICATION NO.</b><br>10069-0120952<br><br><b>LOAN AGREEMENT DATE:</b><br>8/12/2014 5:26:14 PM<br><br>If you have multiple loans, this payment was applied to the loan number identified above. | <b>DATE/TIME OF RECEIPT OF PAYMENT:</b><br>03/11/2015 05:32:37 PM |
| <b>AMOUNT PAID:</b><br>\$890.00   | <b>AGENT RECEIVING PAYMENT:</b><br>Mark Hart                      |



### TODAY'S PAYMENT ITEMIZATION

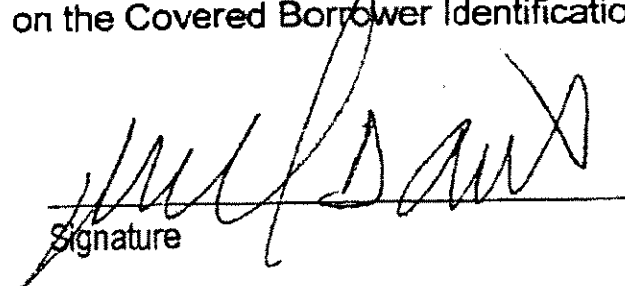
|                          |           |
|--------------------------|-----------|
| PRINCIPAL PAID:          | \$0.10    |
| INTEREST PAID:           | \$889.90  |
| CHARGES PAID:            | \$0.00    |
| FEES PAID:               | \$0.00    |
| TOTAL AMOUNT PAID TODAY: | \$890.00  |
| BALANCE DUE ON LOAN:     | \$0.00    |
| NEXT SCHEDULED DUE DATE: | 4/10/2015 |

155464

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ **Title Returned Upon Payment in Full.** By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.


  
 Printed Name

  
 Signature

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

|   |   |   |
|---|---|---|
| NAME AND ADDRESS OF THE LICENSEE:<br>TitleMax of Nevada, Inc. d/b/a TitleMax<br>6450 W. Lake Mead Blvd., Suite 150<br>Las Vegas, NV 89108   |   | PAYMENT MADE ON BEHALF OF OR BY:<br>M. D. A.<br>Las Vegas, NV 89108 |
| LOAN AGREEMENT IDENTIFICATION NO.<br>10069-0120952<br><br>LOAN AGREEMENT DATE:<br>08/12/2014<br>If you have multiple loans, this payment was applied to the loan number identified above. |   | DATE/TIME OF RECEIPT OF PAYMENT:<br><br>04/10/2015 17:49:04         |
| AMOUNT PAID:<br><br>\$996.00  | AGENT RECEIVING PAYMENT:<br>Stu Oestreich (070) |   |

| TODAY'S PAYMENT ITEMIZATION |           | NEXT PAYMENT INFORMATION |            |
|-----------------------------|-----------|--------------------------|------------|
| PRINCIPAL PAID:             | \$ 996.00 | PRINCIPAL:               | \$ 995.92  |
| INTEREST PAID:              | \$ 0.00   | INTEREST:                | \$ 0.00    |
| CHARGES PAID:               | \$ 0.00   | FEES:                    | \$ 0.00    |
| FEES PAID:                  | \$ 0.00   | CHARGES:                 | \$ 0.00    |
| TOTAL AMOUNT PAID TODAY:    | \$ 996.00 | BALANCE DUE ON LOAN:     | \$ 6971.37 |
|                             |           | REPAYMENT PLAN MINIMUM   | \$ 995.92  |
|                             |           | NEXT SCHEDULED DUE DATE: | 5/10/2015  |

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☒ Repayment Plan Agreement  
☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Printed Name

Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)


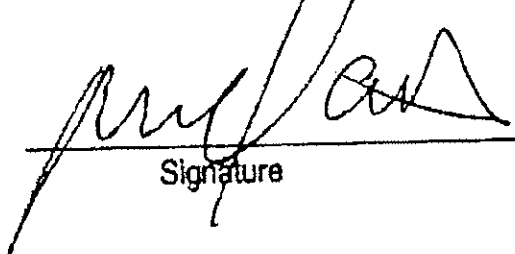
|   |   |
|---|---|
| NAME AND ADDRESS OF THE LICENSEE:<br><b>TitleMax of Nevada, Inc. d/b/a TitleMax</b><br>6450 W. Lake Mead Blvd, Las Vegas, Nevada 89108.   | PAYMENT MADE ON BEHALF OF OR BY:<br><b>[REDACTED] D [REDACTED]</b><br><b>[REDACTED], Las Vegas, NV, 89108</b> |
| LOAN AGREEMENT IDENTIFICATION NO.<br><b>20120952-10069</b><br><br>LOAN AGREEMENT DATE: <b>08/12/2014</b><br><br>If you have multiple loans, this payment was applied to the loan number identified above. | DATE/TIME OF RECEIPT OF PAYMENT:<br><b>05/12/2015 13:00:52</b>  |
| AMOUNT PAID: <b>1010.00</b>   | AGENT RECEIVING PAYMENT: <b>Mantica Perez-Zurita</b>  |

### TODAY'S PAYMENT ITEMIZATION

|  |                   |
|--|-------------------|
| PRINCIPAL PAID:                            | \$ <u>1010.00</u> |
| INTEREST PAID:                             | \$ <u>0.00</u>    |
| CHARGES PAID:                              | \$ <u>0.00</u>    |
| FEES PAID:                                 | \$ <u>0.00</u>    |
| TOTAL AMOUNT PAID TODAY:                   | \$ <u>1010.00</u> |
| UNPAID INTEREST:                           | \$ <u>0.00</u>    |
| BALANCE DUE ON LOAN:                       | \$ <u>5961.37</u> |
| NEXT SCHEDULED DUE DATE: <u>06/09/2015</u> |                   |

- ☐ Account paid in full by rescission
- ☐ Account paid in full
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement
- ☐ Grace Period Plan Agreement

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Cover Borrower Identification Statement is still accurate.

|   |   |
|---|---|
| <br>Printed Name | <br>Signature |
|---|---|

## Customer Receipt/Repayment Plan Receipt (210 day loan)

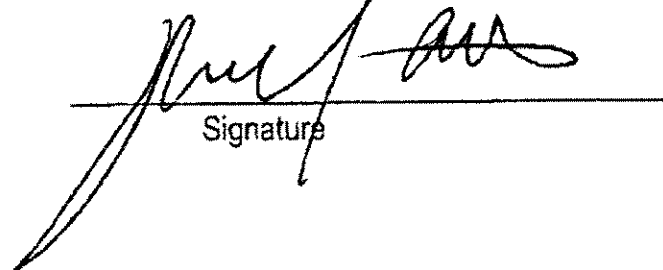
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|---|--|--|--|
| NAME AND ADDRESS OF THE LICENSEE:<br><b>TitleMax of Nevada, Inc. d/b/a TitleMax</b><br><b>6450 W. Lake Mead Blvd, Las Vegas, Nevada 89108.</b>  |  | PAYMENT MADE ON BEHALF OF OR BY:<br><b>M [REDACTED] D A [REDACTED]</b><br><b>[REDACTED] Las Vegas, NV, 89108</b> |  |
| LOAN AGREEMENT IDENTIFICATION NO.<br><b>20120952-10069</b><br><br>LOAN AGREEMENT DATE: <b>08/12/2014</b><br><br>If you have multiple loans, this payment was applied to the loan number identified above. |  | DATE/TIME OF RECEIPT OF PAYMENT:<br><b>05/20/2015 19:00:23</b>   |  |
| AMOUNT PAID: <b>5961.37</b>   |  | AGENT RECEIVING PAYMENT: <b>Mantica Perez-Zurita</b>   |  |

| TODAY'S PAYMENT ITEMIZATION                |                   |
|--|-------------------|
| PRINCIPAL PAID:                            | \$ <u>5961.37</u> |
| INTEREST PAID:                             | \$ <u>0.00</u>    |
| CHARGES PAID:                              | \$ <u>0.00</u>    |
| FEES PAID:                                 | \$ <u>0.00</u>    |
| TOTAL AMOUNT PAID TODAY:                   | \$ <u>5961.37</u> |
| UNPAID INTEREST:                           | \$ <u>0.00</u>    |
| BALANCE DUE ON LOAN:                       | \$ <u>0.00</u>    |
| NEXT SCHEDULED DUE DATE: <u>06/09/2015</u> |                   |

- ☐ Account paid in full by rescission  
☒ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☐ Repayment Plan Agreement  
☐ Grace Period Plan Agreement

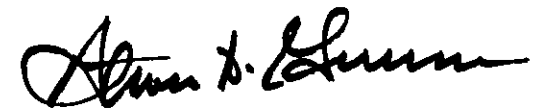
**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
 Printed Name

  
 Signature

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PAID = 14133.17  
Orig = 11880.22



CLERK OF THE COURT

1 **ACOS**  
2 **ADAM PAUL LAXALT**  
3 **Attorney General**  
4 **Christopher Eccles, #9798**  
5 **Deputy Attorney General**  
6 **David J. Pope, #8617**  
7 **Senior Deputy Attorney General**  
8 **555 E. Washington Avenue, Suite 3900**  
9 **Las Vegas, Nevada 89101**  
10 **Ph. (702) 486-3420**  
11 **Fax: (702) 486-3416**  
12 **ceccles@ag.nv.gov**  
13 **Attorneys for Defendants**

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10  
11 **TITLEMAX OF NEVADA, INC., a Nevada**  
12 **corporation,**

13 **Plaintiffs,**

14 **vs.**

15 **STATE OF NEVADA, ex rel. it's**  
16 **DEPARTMENT OF BUSINESS AND**  
17 **INDUSTRY, FINANCIAL INSTITUTIONS**  
18 **DIVISION,**

19 **Defendants.**

Case No. A-15-719176-C  
Dept No. XXI

**AMENDED CERTIFICATE OF  
SERVICE**

20 **PLEASE TAKE NOTICE** that Defendants are filing this Amended Certificate of  
21 **Service for the NEVADA FINANCIAL INSTITUTIONS DIVISION'S MOTION TO DISMISS**  
22 **FOR FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES**, filed on October 6, 2015,  
23 which incorrectly stated that the document was also hand delivered to Plaintiffs counsel.

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1 Respectfully submitted this 8<sup>th</sup> day of October, 2015.

2 ADAM PAUL LAXALT  
3 Attorney General

4 By:

5 /s/ DAVID J. POPE

6 David J. Pope  
7 Sr. Deputy Attorney General  
8 Nevada State Bar #8617  
9 Christopher Eccles  
10 Deputy Attorney General  
11 Nevada State Bar #9798  
12 555 E. Washington Ave., #3900  
13 Las Vegas, NV 89101  
14 Attorneys for Defendant  
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AMENDED  
CERTIFICATE OF SERVICE

X I hereby certify that I electronically filed the foregoing Nevada Financial Institutions Division's Motion to Dismiss for Failure to Exhaust Administrative Remedies with the Clerk of the Court by using the electronic filing system on the 6<sup>th</sup> day of October, 2015.

The following participants in this case are registered electronic filing systems users and will be served electronically:

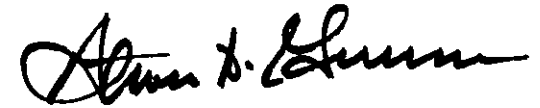
Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, NV 89134

( )  
I certify that some of the participants in the case are not registered electronic filing system users and I have mailed the foregoing documents by First-Class Mail, postage prepaid to:

X I certify that I have served the foregoing documents by First-Class Mail, postage prepaid as follows:

Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, NV 89134

/s/ Debra Turman  
An employee of the Office of the Attorney General



CLERK OF THE COURT

1 **ACOS**  
2 **ADAM PAUL LAXALT**  
3 **Attorney General**  
4 **Christopher Eccles, #9798**  
5 **Deputy Attorney General**  
6 **David J. Pope, #8617**  
7 **Senior Deputy Attorney General**  
8 **555 E. Washington Avenue, Suite 3900**  
9 **Las Vegas, Nevada 89101**  
10 **Ph. (702) 486-3420**  
11 **Fax: (702) 486-3416**  
12 **ceccles@ag.nv.gov**  
13 **Attorneys for Defendants**

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10  
11 **TITLEMAX OF NEVADA, INC., a Nevada**  
12 **corporation,**

13 **Plaintiffs,**

14 **vs.**

15 **STATE OF NEVADA, ex rel. it's**  
16 **DEPARTMENT OF BUSINESS AND**  
17 **INDUSTRY, FINANCIAL INSTITUTIONS**  
18 **DIVISION,**

19 **Defendants.**

**Case No. A-15-719176-C**  
**Dept No. XXI**

**AMENDED CERTIFICATE OF**  
**SERVICE**

20 **PLEASE TAKE NOTICE** that Defendants are filing this Amended Certificate of  
21 **Service for the OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION ON ORDER**  
22 **SHORTENING TIME**, filed on October 6, 2015, which incorrectly stated that the document  
23 was also hand delivered to Plaintiffs counsel.

24 .....  
25 .....  
26 .....  
27 .....  
28 .....

1 Respectfully submitted this 8<sup>th</sup> day of October, 2015.

2 ADAM PAUL LAXALT  
3 Attorney General

4 By:

/s/ DAVID J. POPE

5 David J. Pope  
6 Sr. Deputy Attorney General  
7 Nevada State Bar #8617  
8 Christopher Eccles  
9 Deputy Attorney General  
10 Nevada State Bar #9798  
11 555 E. Washington Ave., #3900  
12 Las Vegas, NV 89101  
13 Attorneys for Defendant  
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AMENDED  
CERTIFICATE OF SERVICE

( )  
I hereby certify that I electronically filed the foregoing **Opposition to Motion for Preliminary Injunction on Order Shortening Time** with the Clerk of the Court by using the electronic filing system on the 6<sup>th</sup> day of October, 2015.

The following participants in this case are registered electronic filing systems users and will be served electronically:

Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, NV 89134

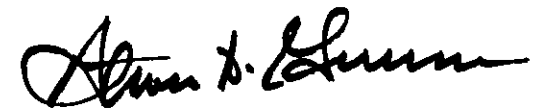
( )  
I certify that some of the participants in the case are not registered electronic filing system users and I have mailed the foregoing documents by First-Class Mail, postage prepaid to:

( )  
I certify that I have served the foregoing documents by First-Class Mail, postage prepaid as follows:

Pat Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr.  
Las Vegas, NV 89134

/s/ Debra Turman  
An employee of the Office of the Attorney General





CLERK OF THE COURT

**ERR**  
ADAM PAUL LAXALT  
Attorney General  
Christopher Eccles, #9798  
Deputy Attorney General  
David J. Pope, #8617  
Senior Deputy Attorney General  
555 E. Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Ph. (702) 486-3420  
Fax: (702) 486-3416  
[ceccles@ag.nv.gov](mailto:ceccles@ag.nv.gov)  
Attorneys for Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

TITLEMAX OF NEVADA, INC., a Nevada  
corporation,

Plaintiffs,

vs.

STATE OF NEVADA, ex rel. it's  
DEPARTMENT OF BUSINESS AND  
INDUSTRY, FINANCIAL INSTITUTIONS  
DIVISION,

Defendants.

Case No. A-15-719176-C  
Dept No. XXI

**ERRATA PROVIDING THE  
COMPLETE EXHIBIT B OF  
DEFENDANTS' OPPOSITION TO  
MOTION FOR PRELIMINARY  
INJUNCTION ON ORDER  
SHORTENING TIME**

PLEASE TAKE NOTICE that Defendants are filing this ERRATA PROVIDING THE  
COMPLETE EXHIBIT B OF DEFENDANTS' OPPOSITION TO MOTION FOR  
PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME, filed on October 6, 2015.

Upon review of the file-stamped document it was noted that page 2 of

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1 Exhibit B was missing. Therefore, we submit the corrected document attached as Exhibit B.

2 Respectfully submitted this 8<sup>th</sup> day of October, 2015.

3 ADAM PAUL LAXALT  
4 Attorney General

5 By:

/s/ DAVID J. POPE

6 David J. Pope  
7 Sr. Deputy Attorney General  
8 Nevada State Bar #8617  
9 Christopher Eccles  
10 Deputy Attorney General  
11 Nevada State Bar #9798  
12 555 E. Washington Ave., #3900  
13 Las Vegas, NV 89101  
14 Attorneys for Defendant  
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# **Exhibit B**

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1           9.       The difference now is that the licensee receives an additional opportunity for a hearing  
2 before a cease and desist order is issued;

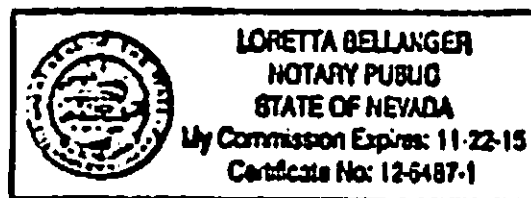
3           10.       Therefore, contrary to TitleMax's assertions, they do have an administrative remedy;

4 FURTHER AFFIANT SAYETH NAUGHT.

5  
6 Harveen Sekhon  
Harveen Sekhon, Examiner IV

7 SIGNED AND SWORN to before me by on  
8 this 17 day of September, 2015.

9 Loretta Bellanger  
10 NOTARY PUBLIC



CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General and that on the 8<sup>th</sup> day of October, 2015, I served **EXHIBIT B OF DEFENDANTS' OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME** via e-mail, as requested by Plaintiffs counsel's office, addressed to the following:

Susann Thompson  
SThompson@hollandhart.com

/s/ Debra Turman  
An employee of the Office of the Attorney General